

RESOLUTION No. 25-359

A RESOLUTION AUTHORIZING THE PURCHASE OF A 2025 FORD F-150 XL 4x2 SUPER CAB TRUCK FOR THE PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION FROM TOWN AND COUNTRY FORD OF PORT ARTHUR, TEXAS, IN THE AMOUNT OF \$49,070.77; FUNDING AVAILABLE IN ACCOUNT NO. 120-80-625-8523-00-00-000 (MOTOR VEHICLES)

WHEREAS, The Port Arthur Economic Development's ("PAEDC") current vehicle, a 2013 Ford F150, is reaching the end of its useful lifetime: considering the wear and tear, increasing maintenance and potential breakdown/downtime; and

WHEREAS, the PAEDC received three (3) quotes for the purchase of a new truck with the lowest quote being from Town and Country of Port Arthur, Texas, in the amount of \$49,070.77 for a 2025 Ford F-150 XL 4x2 Super Cab as denoted in *Exhibit "A"*; and

WHEREAS, during its regular meeting on August 4, 2025, the PAEDC Board of Directors approved the purchase of a 2025 Ford F-150 XL 4x2 Super Cab Truck from Town and Country Ford, Port Arthur, Texas, in the amount of \$49,070.77 (see *Exhibit "B"*).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council hereby authorizes the Port Arthur Economic Development Corporation to purchase a 2025 Ford F-150 XL 4x2 Super Cab Truck from Town and Country Ford, Port Arthur, Texas, in the amount of \$49,070.77.

Section 3. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 26th day of August A.D., 2025, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor Moses

Councilmembers MPT Decet, Frank, Lewis
Beckman, Kinlaw, Hamilton, Everfield

NOES: none

Charlotte M. Moses
Charlotte M. Moses, Mayor

ATTEST:

Sherri Bellard
Sherri Bellard, City Secretary

APPROVED:

Krystle Muller
Krystle Muller, Interim PAEDC CEO

APPROVED AS TO FORM:

Charles E. Zech
Charles E. Zech, PAEDC Attorney

APPROVED AS TO FORM:

Roxann Pais Cotroneo
Roxann Pais Cotroneo, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:

Lynda Boswell
Lynda Boswell, Finance Director

EXHIBIT “A”

MOTOR VEHICLE BUYER'S ORDER

Date **08/13/2025**

Seller **Town and Country Ford** Salesperson **Dennis Howell** Buyer/Co-Buyer **PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION**
 Buyer/Co-Buyer Phone: Res: _____ Bus. **(409) 963-0579** Cell **(409) 282-1335** E-mail: _____
 Address **501 PROCTOR ST SUITE 100** City **PORT ARTHUR** State **TX** Zip **77640**

Expected date of delivery is _____ or as soon thereafter as possible. It is agreed that neither the Seller nor the Manufacturer/Distributor is liable for failure to effect delivery. Buyer offers to purchase from Seller under the terms and conditions specified, the following described motor vehicle:

AT THIS DEALERSHIP

- A customer may obtain their own financing.
- The finance charge may be negotiable.
- The dealership may assign the retail installment contract.
- A person may acquire a retail installment contract or an outstanding balance under a contract from another person on the terms, including the price to

which they agree. No person acquiring or assigning a retail installment Or any balance under a contract, has any duty to is close to any other person the terms on which a contract or balance under a contract is acquired, including any discount or difference between the rates, charges, or balance under the contract and, the rates, charges, or balance acquired (Finance Code § 348.301).

DESCRIPTION OF SALE UNIT: ☒ New ☐ Demo ☐ Executive/Official ☐ Used ☐ Certified Used (CPO)

Make: **Ford** Color: _____ Model: **F-150**
 Stock No.: **111111** Cyl: _____ Upholstery: _____
 Body Style: **XL 4x2 SuperC** License No.: _____ Odometer Reading: **0**
 Year: **2025** VIN: _____ Key Nos.: _____

USED TRADE-IN:

Year: _____ Make: _____ Model: _____ License No.: _____
 VIN: _____ Lienholder: _____ Lienholder Address: _____
 Payoff on Trade-In \$ _____ (as of ____/____/____)
 Trade-In Allowance \$ _____ (as of ____/____/____)
 Net Allowance on Trade-In \$ _____ (as of ____/____/____)

TITLE TO TRADE-IN:

Owner/Co-Owner: _____ Odometer: _____
 Remarks on: _____ (State) Title: _____
☐ Salvage ☐ Rebuilt Salvage ☐ Nonrepairable ☐ Manufacturer Buy-back ☐ Flood Damage

DISCLAIMER OF WARRANTIES

THE ABOVE-DESCRIBED VEICLLE SOLD BY SELLER IS SOLD AS IS, SELLER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS, AND BUYER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE, UNLESS A WRITTEN WARRANTY BY, OR SERVICE CONTRACT WITH SELLER COVERING THE DESCRIBED VEHICLE IS DELIVERED TO BUYER IN CONJUNCTION WITH OR WITHIN 90 DAYS FOLLOWING THE TIME OF THE SALE, BUT SUCH VEHICLE OR OF ITS COMPONENT PARTS MAY BE SUBJECT TO WARRANTY BY THE MANUFACTURER THEREOF.

*A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LA VENTA UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY.

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale. La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier provision que establezca lo contrario y que aparezca en el contrato de venta.

If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit on terms described herein and no contractual relationship is created. Tills order does not constitute an agreement for the extension of credit.

Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly.

If the Buyer's used car trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in.

ARBITRATION PROVISION
ARBITRATION OF DISPUTES

Arbitration is a method of resolving a claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either Buyer or Seller may choose at any time, including after a lawsuit is filed, to have any Claim related to or arising out of the transaction identified in this Buyer's Order ("Order") if a cash transaction and a retail installment transaction if a credit purchase, including the interpretation, scope, or validity of arbitration decided by arbitration and not by a court action.

When a dispute is resolved by arbitration and not in a court, each party gives up the right to a trial by a court or a jury trial. Buyer gives up any right Buyer may have to bring a class-action lawsuit or class arbitration or to participate in either as a claimant. Buyer gives up any right Buyer may have to consolidate or join Buyer's arbitration with the arbitration of others. The information that can be obtained in discovery from either party or from a third person in arbitration is generally more limited than in a lawsuit. Generally, there is no right to appeal the decision of an arbitrator under the Federal Arbitration Act (9 U.S.C. § 1, et seq.) Other rights that Buyer or Seller would have in court may not be available in arbitration.

Either Buyer or Seller may contact the American arbitration Association ("AAA") at 1-877-495-4185 to conduct the arbitration and the other party to start an arbitration. If there is a conflict between the association's rules and this Arbitration Provision, this Arbitration Provision will govern. Either Buyer or Seller may request a former or retired judge who served as a judge for at least four years and has not been removed from office or resigned

Buyer agrees to deliver the original bill of sale and the title to any trade-in along with the delivery of the trade-in and further agrees to execute any and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrepairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed.

Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.

It is expressly agreed to and understood by Buyer and Seller that in the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle.

Buyer agrees to all the above listed charges.

while under investigation for discipline or removal, to conduct the arbitration in lieu of contacting the AAA to conduct the arbitration.

This Order evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq.). Judgment the award maybe awarded in any court having jurisdiction. No punitive damages may be awarded against either Buyer or Seller.

The arbitration hearing will be conducted in the federal district in which Buyer resides. If Buyer demands arbitration first, Buyer agrees to pay the initial arbitration filing fee or case management fee up to \$125 and Seller will pay any additional initial filing fee or case management fee. Seller will pay the entire filing fee or case management fee if Seller demands arbitration first. Seller will pay the arbitration com and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who pays any additional costs and fees.

Notwithstanding this Arbitration Provision, Buyer and Seller and Seller's successors and assigns retain the right to exercise self-help remedies and to seek provisional remedies from a court pending final determination of the dispute by the arbitrator. Neither Buyer nor Seller waive the right to arbitrate by exercising self-help remedies, including repossession, filing suit or seeking or obtaining provisional remedies from a court.

In consideration of the announced to be paid by Seller, see above, Buyer agrees to this Arbitration Provision.

If any portion of this Arbitration Provision is unenforceable, it is severed and the remaining provisions shall be enforced.

AS BUYER OF THE ABOVE DESCRIBED VEHICLE, I UNDERSTAND AND AGREE THAT THE SELLER MAY MAKE A PROFIT ON THE SALE OF THE VEICLLE, ANY ADD-ON EQUIPMENT, INSURANCE PRODUCT, FINANCING, WARRANTY OR SERVICE CONTRACT, REPAIR, OR ANY OTHER PRODUCT OR SERVICE SOLD BY SELLER.

Buyer's/Co-Buyer's Signature _____

Seller's Signature _____

Date **08/13/2025**Date **08/13/2025**



Preview Order M005 - X1K - 4x2 XL SuperCab : Order Summary Time of Preview: 06/11/2025 12:26:11 Receipt: 6/9/2025

Dealership Name : Philpott Ford

Sales Code : F52757

Dealer Rep.	MIKE ALLEN	Type	Retail	Vehicle Line	F-150	Order Code	M005
Customer Name	X XXXXX	Priority Code	19	Model Year	2025	Price Level	565

DESCRIPTION	MSRP
F150 4X2 SUPERCAB XL - 146	\$41760
146 INCH WHEELBASE	\$0
ICONIC SILVER METALLIC	\$0
VINYL 40/20/40 FRONT SEAT	\$0
MEDIUM DARK SLATE	\$0
EQUIPMENT GROUP 101A	\$0
.XL SERIES	\$0
.17" SILVER STEEL WHEELS	\$0
5.0L V8 ENGINE	\$2340
ELEC TEN-SPEED AUTO TRANS	\$0
.245/70R 17 BSW ALL-SEASON	\$0
3.73 ELECTRONIC LOCK RR AXLE	\$0

DESCRIPTION	MSRP
6940# GVWR PACKAGE	\$0
CV LOT MANAGEMENT	\$0
JOB #2 ORDER	\$0
FRONT LICENSE PLATE BRACKET	\$0
50 STATE EMISSIONS	\$0
TOW/HAUL PACKAGE	\$1010
.INTEGRATED TRAILER BRAKE CONT	\$0
EXTENDED RANGE 38GAL FUEL TANK	\$0
ALUMINUM TOOLBOX-BLACK *ACCY	\$1040
FUEL CHARGE	\$0
PRICED DORA	\$0
ADVERTISING ASSESSMENT	\$0
DESTINATION & DELIVERY	\$2195

TOTAL BASE AND OPTIONS

DISCOUNTS

TOTAL

MSRP

\$48345

NA

\$48345

Additional Fees:

Tax - \$2,890.31 (@ 6.25%)

Vehicle Inventory Tax - \$104.02 approx.

Doc Fee - \$225.00

Title Fee - \$38.00

License Fee - \$125.50

Inspection Fee - \$23.75

Processing & Handling - \$50.00

Total after discounts
\$46,245 + TTL.
MSRP

This order has not been submitted to the order bank.

This is not an Invoice.

Total with Additional Fees - \$49,701.58

Date: 6/10/2025

Salesperson:

Manager: Erk Rudnick

FOR INTERNAL USE ONLY

CUSTOMER

Home Phone :

Address :

Work Phone :

E-Mail :

Cell Phone :

VEHICLE

Stock # :

New / Used : **New**

VIN :

Mileage:

Vehicle :

Color :

Type :

Loan Payments		Estimated		
Cash Down	4,000	5,000	6,000	
36 Months	1705	1671	1637	
48 Months	1358	1330	1303	
60 Months	1152	1128	1105	
* A.P.R. Subject to equity and credit requirements.				

Market Value Selling Price	49,040.00
Window Tint	699.00
Wheel Locks	125.00
Total Purchase	49,864.00
Tax	3,116.50
Doc Fee	225.00
Title Fee	38.00
License Fee	125.50
Inspection Fee	23.75
Processing and Handling	50.00
VIT	104.02
Balance	53,546.77

Customer Approval:

Management Approval:

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For information Only. This is not an offer or contract for sale.

Remove Options:

Window Tint - \$699.00

Wheel Locks - \$125.00

Total with Options Removed \$52,722.77

EXHIBIT “B”

MOTOR VEHICLE BUYER'S ORDER

Date **08/13/2025**

Seller **Town and Country Ford** Salesperson **Dennis Howell** Buyer/Co-Buyer **PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION**
 Buyer/Co-Buyer Phone: Res: _____ Bus. **(409) 963-0579** Cell **(409) 282-1335** E-mail: _____
 Address **501 PROCTOR ST SUITE 100** City **PORT ARTHUR** State **TX** Zip **77640**

Expected date of delivery is _____ or as soon thereafter as possible. It is agreed that neither the Seller nor the Manufacturer/Distributor is liable for failure to effect delivery. Buyer offers to purchase from Seller under the terms and conditions specified, the following described motor vehicle:

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which they agree. No person acquiring or assigning a retail installment Or any balance under a contract, has any duty to is close to any other person the terms on which a contract or balance under a contract is acquired, including any discount or difference between the rates, charges, or balance under the contract and, the rates, charges, or balance acquired (Finance Code § 348.301).

DESCRIPTION OF SALE UNIT: ☒ New ☐ Demo ☐ Executive/Official ☐ Used ☐ Certified Used (CPO)

Make: **Ford** Color: _____ Model: **F-150**
 Stock No.: **111111** Cyl: _____ Upholstery: _____
 Body Style: **XL 4x2 SuperC** License No.: _____ Odometer Reading: **0**
 Year: **2025** VIN: _____ Key Nos.: _____

USED TRADE-IN:

Year: _____ Make: _____ Model: _____ License No.: _____
 VIN: _____ Lienholder: _____ Lienholder Address: _____
 Payoff on Trade-In \$ _____ (as of ____/____/____)
 Trade-In Allowance \$ _____ (as of ____/____/____)
 Net Allowance on Trade-In \$ _____ (as of ____/____/____)

TITLE TO TRADE-IN:

Owner/Co-Owner: _____ Odometer: _____
 Remarks on: _____ (State) Title: _____
☐ Salvage ☐ Rebuilt Salvage ☐ Nonrepairable ☐ Manufacturer Buy-back ☐ Flood Damage

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**ARBITRATION PROVISION
ARBITRATION OF DISPUTES**

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When a dispute is resolved by arbitration and not in a court, each party gives up the right to a trial by a court or a jury trial. Buyer gives up any right Buyer may have to bring a class-action lawsuit or class arbitration or to participate in either as a claimant. Buyer gives up any right Buyer may have to consolidate or join Buyer's arbitration with the arbitration of others. The information that can be obtained in discovery from either party or from a third person in arbitration is generally more limited than in a lawsuit. Generally, there is no right to appeal the decision of an arbitrator "under the Federal Arbitration Act (9 U.S.C. § 1, et seq.) Other rights that Buyer or Seller would have in court may not be available in arbitration.

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Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.

It is expressly agreed to and understood by Buyer and Seller that in the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle.

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Buyer's/Co-Buyer's Signature _____

Seller's Signature _____

Date **08/13/2025**Date **08/13/2025**