

ORDINANCE NO. 2019-79

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE AUTHORIZING THE
LEASE/PURCHASE OF A PICK-UP TRUCK FOR THE
SERVICE DEPARTMENT OF THE VILLAGE AND
AUTHORIZING THE FINANCING OF THIS LEASE WITH
FIRST NATIONAL BANK**

WHEREAS, the Village has a need to upgrade the Service Department's pick-up truck;
and

WHEREAS, the Director of Finance has indicated that it will be the most cost effective
for the Village to lease this vehicle with a nominal purchase option at the conclusion of the lease:

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Oakwood,
County of Cuyahoga, and State of Ohio that:

SECTION 1. The Mayor be and is hereby authorized to enter a lease agreement for the
leasing of the following vehicle:

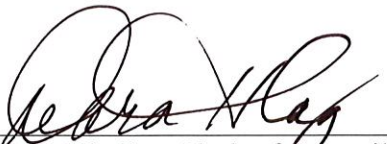
<u>Item</u>	<u>Fund Number</u>	<u>Price</u>
Service Pick-up Truck	101.7799.55120	\$38,500.00

SECTION 2. The Mayor be and is hereby authorized to enter into an agreement with
First Merit Bank in the aggregate amount of \$38,500.00 to finance the leases as delineated in
Section 1 hereof.

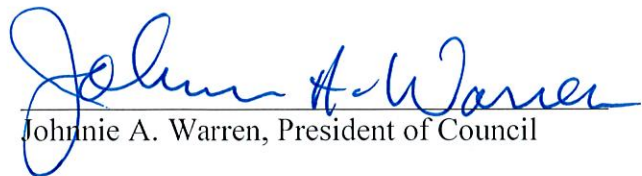
SECTION 3. Council hereby appropriates sufficient funds to effectuate the provisions
contained in Section 1 hereof. The Director of Finance be and is hereby authorized and directed
to issue vouchers in the amounts and for the purposes as expressed in Section 1 hereof, said
amounts to be charged to the Funds as listed in Section 1 hereof.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary
for the immediate preservation of the public peace, health, safety and welfare of the inhabitants
of the Village, the reason for the emergency being that the same relates to the daily operation of
a municipal department, therefore, provided it receives two-thirds (2/3) of the vote of all
members of Council elected thereto, said Ordinance shall be in full force and effect immediately
upon its adoption by this Council and approval by the Mayor, otherwise from and after the
earliest period allowed by law.

PASSED: December 17, 2019




Debra L. Hladky, Clerk of Council


Johnnie A. Warren, President of Council

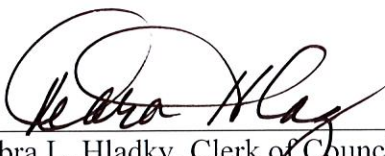
Presented to the
Mayor December 18 2019

Approved: _____



Mayor, Gary V. Gottschalk

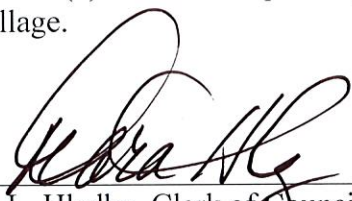
I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2019-79 was duly and regularly passed by this Council at the meeting held on the 17 day of December, 2019.



Debra L. Hladky, Clerk of Council

POSTING CERTIFICATE

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2019-79 was duly posted on the 18 day of December, 2019, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers and in not less than five (5) of the most public places in the municipality as determined by the Council of the said Village.



Debra L. Hladky, Clerk of Council

DATED: December 18, 2019

PURCHASER Oakwood Village
ADDRESS 23035 Broadway
CITY Oakwood STATE OH ZIP _____
RES. PHONE () _____
BUS. PHONE (216) 407-1881
E-MAIL thaba@oakwoodvillageoh.com DATE 11/4/19
MOBILE NO. () _____

BUYERS ORDER**Tim Lally Chevrolet, Inc.**

24999 Miles Rd
Warrensville Heights, Ohio 44128
440-232-2000 Fax 440-232-2104

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED
MOTOR VEHICLE: ☒ NEW ☐ USED ☐ DEMO ☐ RENTAL ☐ FACTORY OFFICIAL

DEAL NO. _____ CUSTOMER NO. _____

MILEAGE ON PURCHASED VEHICLE: _____
Accurate Unless Marked Not Accurate ☐ NOT ACCURATE

VEHICLE

SOLD:	MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK. NO.	SERIAL NO.
	Chevrolet	2020	Silverado 3500 4x4	WT Reg	RED	Ash		

TRADE IN RECORD - TRADE 1			
YEAR	MAKE	MODEL	TYPE
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate Salvage Vehicle? <input type="checkbox"/> Yes			
BALANCE OWED \$ (Good Until) Trade-in Allowance			
TRADE IN RECORD - TRADE 2			
YEAR	MAKE	MODEL	TYPE
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate Salvage Vehicle? <input type="checkbox"/> Yes			
BALANCE OWED \$ (Good Until) Trade-in Allowance			
REMARKS:			
DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for days from the date of Deposit. X			
NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ (known as negative equity). X			
ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. X			

PRICE OF VEHICLE	MSRP 3500 Reg Cab 4x4	\$	38495.00
OTHER GOODS & SERVICES	Total Options		2895.00
	four surface mount A/G LED MPS6000		1105.00
	and two rear hideaways		
	Boss 8ft plow		6395.00
	Dealer Discount		3024.00
	General Motors Bid Assistance		7400.00
DOCUMENTARY SERVICE FEE			
TOTAL PRICE			38466.00
TRADE-IN ALLOWANCE(S)			
TAX BASE			
SALES TAX		%	
TITLE FEE			15.00
REGISTRATION FEE			18.50
PLUS PAYOFF ON TRADE VEHICLE(S)			
TOTAL DUE			
LESS INITIAL PAYMENT CASH DOWN		\$	
LESS REBATE/FACTORY INCENTIVE			
LESS REBATE/FACTORY INCENTIVE			
BALANCE DUE		\$	38495.50

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) 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 IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Owe/Delivery Report and Used Vehicle Limited Warranty.

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement.

I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this _____ day of _____, _____.

PURCHASER(S) _____

SALESPERSON _____

ACCEPTED BY AUTHORIZED AGENT _____