

To Codified? 1st Read 9/28/21 2nd Read _____ 3rd Read _____ Under Suspension _____

ORDINANCE NO. 2021-62

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE/PURCHASE AGREEMENT WITH FNB COMMERCIAL LEASING FOR THE ACQUISITION OF A 2021 CHEVROLET TAHOE AND DECLARING AN EMERGENCY

WHEREAS, the Village of Oakwood has enrolled in the Cooperative Purchasing Program which allows it to participate in state contracts which the Department of Administrative Services, Office of State Purchasing, has entered into and the Office of Cooperative Purchasing has distributed for the purchase of supplies, services, equipment and other materials; and

WHEREAS, the Village of Oakwood is desirous of acquiring a 2021 Chevrolet Tahoe for the fire department; and

WHEREAS, pursuant to the provisions contained in Section 735.053 of the Ohio Revised Code, the Village of Oakwood deems it cost effective to said items from the State of Ohio through its designated vendor; and

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 he is hereby authorized and directed, upon the approval of the Board of Control, to enter into a contract on behalf of the Village of Oakwood with the designated vendor of the State of Ohio, Department of Administrative Services - State Purchasing, FNB Commercial Leasing, for the lease/purchase of the following upon the terms and conditions set forth in Exhibit A attached hereto and incorporated herein:

<u>QUANTITY</u>	<u>ITEM</u>	<u>PRICE</u>
1	Chevrolet Tahoe 4WD 1 FL	\$37,909.00

SECTION 2. Council hereby authorizes the expenditure of an amount not to exceed \$37,909.00 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 Fund No. 401.7799.55092

SECTION 3. 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 and the ability to provide safe and effective emergency medical services as well as other services to the citizens of the Village, therefore, provided it receives two-thirds ($\frac{2}{3}$) 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: 9/28/21

[Signature]
Christine Morgan, Clerk of Council

[Signature]
Johnnie A. Warren, President of Council

Presented to the Mayor 9/29/21

Approved: 9/29/21

[Signature]
Gary V. Gottschall, Mayor

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2021-62 was duly and regularly passed by this Council at the meeting held on the 28th day of September, 2021.

[Signature]
Christine Morgan, Clerk of Council

POSTING CERTIFICATE

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2021- was duly posted on the 28th day of September 2021 and will remain posted in accordance with the Oakwood Village Charter.

[Signature]
Christine Morgan, Clerk of Council

DATED: 9/28/21

ADDRESS 24800 Broadway Avenue

Invoice

CITY Oakwood Village STATE Ohio ZIP 44146

Ganley Chevrolet of Aurora LLC
310 West Garfield
Aurora, OH 44202
330-562-8585

RES. PHONE () _____

BUS. PHONE () _____

E-MAIL ofdtapp@yahoo.com DATE 7-28-2021

MOBILE NO. () _____

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	2021	Tahoe 4WD 1FL	PPV	Black	Black	63278	1GNSKLE08MR381654

TRADE IN RECORD - TRADE 1

YEAR	MAKE	MODEL	TYPE

MI LEAGE: (Accurate Unless Marked Not Accurate) Not Accurate Salvage Vehicle? Yes

BALANCE OWED \$ _____ (Good Until _____) Trade-in Allowance _____

TRADE IN RECORD - TRADE 2

YEAR	MAKE	MODEL	TYPE

MI LEAGE: (Accurate Unless Marked Not Accurate) Not Accurate Salvage Vehicle? Yes

BALANCE OWED \$ _____ (Good Until _____) Trade-in Allowance _____

REMARKS: State of Ohio Bid RS#900321

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.

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).

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.

PRICE OF VEHICLE	#38819 Unit Price	\$ 34,167.00
OWNER GOODS & SERVICES	#38784 Delivery	25.00
#38822 6J4 Horn&Siren Speaker Wiring		52.00
#38823 9G8 Delete Day Time Lights		48.00
#38906 6N6 INOP R Door Locks&Handles		59.00
#38907 6N5 INOP R Window Switches		54.00
#38912 PC1 Police Pursuit PKG 4WD		3294.00
#5T5 2nd Row Vinyl Seats		0.00
#5Y1 Front Center Seat(20%Delete)		0.00
#38913 6C7 Red&White F Dome Light		162.00
#6J7 Headlamp&Taillamp Flasher		48.00
#7X3 LED Left Hand Spotlight	Included	
COINCIDENTARY SERVICE FEE		
TOTAL PRICE		
TRADE-IN ALLOWANCE(S)		
TAX BASE		
SALES TAX _____ %		
TITLE FEE		
REGISTRATION FEE		
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		
LESS REBATE/FACTORY INCENTIVE		
BALANCE DUE	\$	37,909.00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, 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 VEHICULOS USADOS, LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION 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 Own/Delivery Report, Used Vehicle Limited Warranty and Retail Installment Sales Contract. 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 28 day of July 2021

PURCHASER(S) _____

SALESPERSON _____

ACCEPTED BY AUTHORIZED AGENT _____