

ORDINANCE NO. 2022-37

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 TWO-POLICE CHEVY TAHOE VEHICLES FOR THE POLICE DEPARTMENT THROUGH THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE PURCHASING PROGRAM 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 2 Chevrolet Tahoe 4WD PPV Vehicles; 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 procure said items from the State of Ohio through its designated vendor.

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>
2	Chevrolet Tahoe 4WD 1FL Vehicles	\$39,083.00 each


SECTION 2. Council hereby authorizes the expenditure of an amount not to exceed \$78,166.00 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

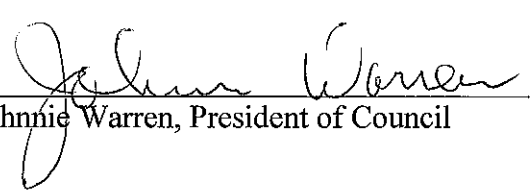
SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the Village. The reason for the emergency to take advantage of the offer by the State of Ohio Department of Administrative Services-State Purchasing Program and it being that the same relates to the daily operations of a municipal department and the ability to provide safe and

effective law enforcement services to the citizens of the Village. 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:

6/28/2022


Christine Morgan, Clerk of Council

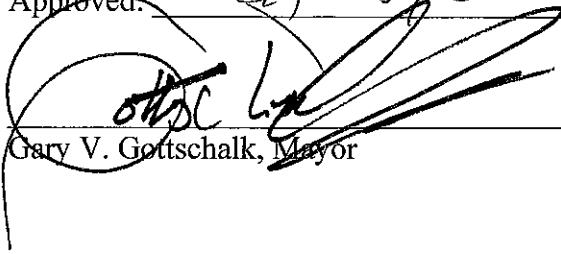

Johnnie Warren, President of Council

Presented to the Mayor

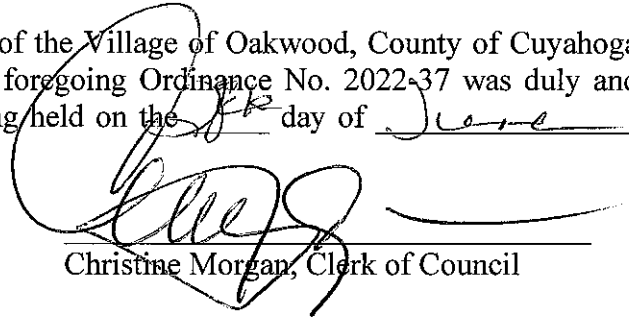
6/28/2022

Approved:

6/28/2022

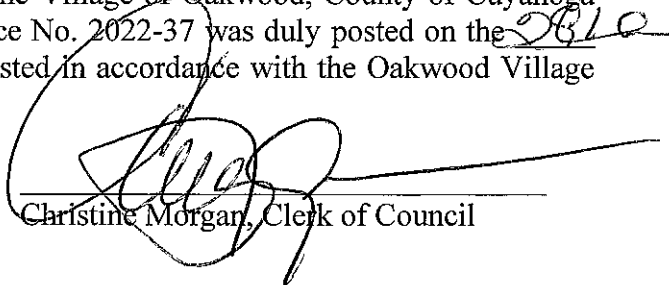

Gary V. Gottschalk, Mayor

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. 2022-37 was duly and regularly passed by this Council at the meeting held on the 28th day of June, 2022.


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. 2022-37 was duly posted on the 28th day of June 2022 and will remain posted in accordance with the Oakwood Village Charter.


Christine Morgan, Clerk of Council

DATED:

6/28/2022

PURCHASER Oakwood Village
 ADDRESS 24800 Broadway
 CITY Oakwood STATE OH ZIP 44146
 RES. PHONE () _____
 BUS. PHONE (330) 998-3930
 E-MAIL svanness@oakwoodpolice.org DATE 02/08/22
 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	2023	Tahoe 4 x 4	PPV	WHITE	Black		

TRADE IN RECORD - TRADE 1			
YEAR	MAKE	MODEL	TYPE
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
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:			
*****THIS IS ONLY AN ESTIMATE AT THIS POINT BUT SHOULD BE CLOSE*****			
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	\$	35167.00
OTHER GOODS & SERVICES	PPV 4X4	3294.00
4 additional keys		75.00
Grill lamp and siren circ. wiring		91.00
Horn / siren circ. wiring		55.00
Auxillary Ground Studs		88.00
Delete daytime driving lights		49.00
Red/Whi front dome light		169.00
DOCUMENTARY SERVICE FEE		
TOTAL PRICE		
TRADE-IN ALLOWANCE(S)	()	
TAX BASE		39068.00
SALES TAX _____ %		
TITLE FEE		15.00
REGISTRATION FEE		
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		39083.00
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		
LESS REBATE/FACTORY INCENTIVE		
BALANCE DUE	\$	39083.00

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 ESTABLEZGA 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 _____