

RECORD OF ORDINANCES

Ordinance No. 2021-38Passed JULY 7, 20 21

SPONSOR: SAFETY COMMITTEE

AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2021 CHEVROLET TAHOE 4WD AS A FIRE COMMAND VEHICLE, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Village Council has determined the need to purchase one (1) 2021 Chevrolet Tahoe 4WD for the Fire Department; and,

WHEREAS, the Mayor and Village Council have determined that it is in the best financial interests of the Village to acquire the aforesaid equipment by purchase from Ganley Chevrolet of Aurora in Aurora, Ohio through a purchase agreement in an amount not to exceed \$50,000.00 (amount also includes funds needed to up fit, equipment and mark the vehicle for use as a fire command vehicle), as set forth in the proposal, a copy of which is attached hereto as Exhibit A (the "Proposal"); and,

WHEREAS, the aforesaid equipment and the cost proposal from Ganley Chevrolet were selected from a State Term Schedule maintained by the State of Ohio Department of Administrative Services and will be purchased under the Cooperative Purchasing Program, which satisfies the requirements for competitive bidding under the Ohio Revised Code.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Mogadore, Counties of Portage and Summit, Ohio, as follows:

SECTION 1: This Council hereby authorizes the purchase of one (1) 2021 Chevrolet Tahoe 4WD for the Fire Department, in an amount not to exceed the total acquisition cost of \$50,000.00, plus financing and other costs as set forth in the Proposal. This approved amount includes money needed to up fit, equip and mark the vehicle for use as a fire command vehicle.

SECTION 2: This Council hereby authorizes the Mayor, Clerk-Treasurer and the Fire Chief to take such actions as shall be necessary to acquire the aforesaid equipment in accordance with the Proposal and this Ordinance.

SECTION 3: That the factual findings and statements set forth in the recitals above are hereby adopted and incorporated herein.

SECTION 4: That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

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SECTION 5: This Ordinance is an emergency measure necessary for the preservation of the public peace, health, safety, convenience, and welfare of the Village of Mogadore and the inhabitants thereof, and permits the Village to acquire and update equipment thereby maintaining and even improving service levels within the Village, and provided it receives the approval of two-thirds of the members of Council, shall be in full force and effect from and after its passage and approval by the Mayor, or otherwise take effect and be in full force from and after the earliest period allowed by law.

Michael Radoski 07/07/21
President of Council Date

Philip 7-7-21
Mayor Date

Attest:

[Signature]
Clerk-Treasurer

PURCHASER Village of Mogadore

RETAIL BUYERS ORDER

ADDRESS 135 South Cleveland Avenue

INVOICE

CITY Mogadore STATE Ohio ZIP 44260

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

RES. PHONE () _____

BUS. PHONE (330) 607-4684

E-MAIL _____ DATE _____

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	SSV	V Red	Black	Stock	

TRADE IN RECORD - TRADE 1

YEAR	MAKE	MODEL	TYPE

VIN # _____

MILEAGE: (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

VIN # _____

MILEAGE: (Accurate Unless Marked Not Accurate) Not Accurate Salvage Vehicle? Yes

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

REMARKS: **#Credit No Spotlamp Included**
#PQA 1FL Safety Package Included

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	#Unit Price	\$	39,323.16
OTHER GOODS & SERVICES	#Delivery		
#5T4 Exterior Body Colored Parts	Included		
#5W4 Special Service Vehicle 4WD	Included		
#6C7 Red&White F Aux Dome Lighting	Included		
#6J3 Grille Lamps&Siren Spk Wiring	Included		
#6J4 Horn & Siren Circuit Wiring	Included		
#A50 Front Bucket Seats w/Console	Included		
#BTV Remote Start	Included		
#NHT Max Trailering Package	Included		
#TGK Special Paint Victory Red	Included		
#V76 Front Recovery Hooks	Included		
#B30 Full Floor Carpeting	Included		
DOCUMENTARY SERVICE FEE			
TOTAL PRICE			
TRADE-IN ALLOWANCE(S)			()
TAX BASE			
SALES TAX _____ %			
TITLE FEE			15.00
REGISTRATION FEE			20.00
PLUS PAYOFF ON TRADE VEHICLE(S)			
TOTAL DUE			
LESS INITIAL PAYMENT CASH DOWN	\$		
LESS REBATE/FACTORY INCENTIVE			
LESS REBATE/FACTORY INCENTIVE			
BALANCE DUE	\$		39,358.16

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, 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 _____ day of _____, _____

PURCHASER(S) _____

SALESPERSON _____ ACCEPTED BY AUTHORIZED AGENT _____