

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 148

By: Mr. Carbone

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF FOUR (4) GMC SIERRA 2500 PICK-UP TRUCKS, ALL WITH NECESSARY SUPPLEMENTAL APPURTENANCES FOR USE BY THE DEPARTMENT OF PUBLIC SERVICE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the Department of Public Service is in need of four (4) new pick-up trucks; and

WHEREAS, the Ohio Department of Administrative Services awarded a State Term contract (Contract No. RS901017, Index No. GDC093) for the purchase of trucks, utility vehicles and cargo vans to various dealers; and

WHEREAS, in this instance, Medina Auto Mall is a local dealer/vendor in this area that can conveniently provide the four (4) new GMC Sierra 2500 Pick-up Trucks and said dealer/vendor has agreed to provide such trucks to the City at the favorable State Term contract prices, and

WHEREAS, in order to render these trucks fully operational for use by the Service Department, certain supplemental appurtenances must be installed; and

WHEREAS, said dealer/vendor has agreed to also provide such necessary supplemental appurtenances to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Public Service of the City of Strongsville, in that it is immediately necessary to enter into a contract, without public bidding, with **MEDINA AUTO MALL**, for the purchase of four (4) new GMC Sierra 2500 Pick-up Trucks for the Service Department in order to meet the operational needs of such Department on a prompt basis and to ensure the public health, safety and welfare.

Section 2. That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into a contract with **MEDINA AUTO MALL**, without public bidding, in the total amount not to exceed \$132,390.50, for the purchase of four (4) new GMC Sierra 2500 Pick-up Trucks, all with necessary supplemental appurtenances for

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 148
Page 2

the Department of Public Service, as more fully set forth in Exhibits A and B, attached hereto and incorporated herein by reference, and as reflected in a contract to be in a form approved by the Law Director.

Section 3. That the funds for the purpose of such purchases have been appropriated and shall be paid from the Street Construction, Maintenance & Repair Fund and Sanitary Sewer Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into a contract for such vehicles and equipment in order to maintain continuity in the operation of the Service Department of the City, and conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor.

Kevin M. Dooner
 President of Council

Approved: James B. Grudz
 Mayor

Date Passed: September 5, 2017 Date Approved: September 6, 2017

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Daymut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DeMio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dooner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Short	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Diana Piontka
 Clerk of Council

ORD. No. 2017-148 Amended: _____
 1st Rdg. 09-05-17 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: 09-05-17 Defeated: _____

RETAIL BUYERS ORDER

3205 MEDINA RD. (330) 723-3291
 MEDINA, OHIO 44256, TOLL FREE (800) 589-5057

DEAL #

CUSTOMER #



PURCHASER'S NAME CIT OF SPONGSVILLE DATE _____

ADDRESS 16099 FOLTZ PKWY HOME PHONE _____ OFFICE PHONE 440

CITY, STATE SPONGSVILLE, OH COUNTY COLUMBIANA ZIP 44249 CELL PHONE 539-4892

NEW USED FACTORY OFFICIAL RENTAL DEMO

PURCHASER'S E-MAIL: _____

MILEAGE (Accurate Unless Marked Not Accurate) Not Accurate

SERIAL NO. _____

STOCK NO	YEAR	MAKE	MODEL	BODY TYPE	EXT. COLOR	INT. COLOR
<u>0707R</u>	<u>2018</u>	<u>GMC</u>	<u>SILVERADO</u>	<u>DOUBLE-CAB</u>	<u>PFO</u>	

TRADE IN RECORD - TRADE 1

STOCK NO. _____ YEAR _____ MAKE _____ MODEL _____

VIN # _____

MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

TRADE IN RECORD - TRADE 2

STOCK NO. _____ YEAR _____ MAKE _____ MODEL _____

VIN # _____

MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

REMARKS: OPPORTUNITY 3

3/4 SON 2600T - BROS

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 2 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 at the "Total Due" be increased by the difference, \$ _____ (known as negative equity). X

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 SALE OF 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.

FACTUAL 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 VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE ESTE EN EL CONTRATO DE VENTA.

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.

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

ALL 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.

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

motor vehicle contract is executed as of this date _____

PURCHASER(S) _____

RESPERSON _____

ACCEPTED BY AUTHORIZED AGENT _____



RETAIL BUYERS ORDER

3205 MEDINA RD. (330) 723-3291
 MEDINA, OHIO 44256, TOLL FREE (800) 589-5057

DEAL #



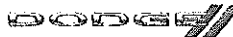
Cadillac



BUICK

GMC

CHRYSLER



Jeep



RAM

CUSTOMER #

PURCHASER'S NAME LIST OF STANVILLE DATE _____
 ADDRESS 16099 FOSTER PKWY HOME PHONE _____ OFFICE PHONE 440-
 CITY, STATE STANVILLE, OH COUNTY CUYAHOGA ZIP 44149 CELL PHONE 531-4892

NEW USED FACTORY OFFICIAL RENTAL DEMO

PURCHASER'S E-MAIL: _____

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		<u>06002</u>	<u>2018</u>	<u>GMC</u>	<u>SILVERADO</u>	<u>DOUBLE CAB</u>	<u>8</u>	<u>R</u>

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VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> NOT ACCURATE	Salvage Vehicle? <input type="checkbox"/> YES		
BALANCE OWED \$	TRADE-IN ALLOWANCE \$		
LIENHOLDER	ACCT. NO.		

TRADE IN RECORD - TRADE 2			
STOCK NO.	YEAR	MAKE	MODEL
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> NOT ACCURATE	Salvage Vehicle? <input type="checkbox"/> YES		
BALANCE OWED \$	TRADE-IN ALLOWANCE \$		
LIENHOLDER	ACCT. NO.		

REMARKS: 1 - CLOPPING
3/4500 DOUBLE CAB
LONG BED

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This motor vehicle contract is executed as of this date _____
 PURCHASER(S) _____
 RESPONDER _____
 ACCEPTED BY AUTHORIZED AGENT _____

