

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 169

By: Mayor Perciak and All Members of Council

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF A 2023 CHEVROLET TAHOE PPV POLICE VEHICLE FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of vehicles, machinery, materials, supplies or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of one (1) 2023 Chevrolet Tahoe PPV police vehicle from Tim Lally Chevrolet, with certain basic options and added appurtenances (Contract No. RSI016980, Index No. GDC050), for use by the Police Department.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase through **TIM LALLY CHEVROLET** of one (1) 2023 Chevrolet Tahoe PPV police vehicle, with certain basic options and added appurtenances, for a total amount not to exceed \$43,752.00, for use by the Police Department of the City, as indicated on Exhibit A attached hereto and incorporated herein, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchases and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

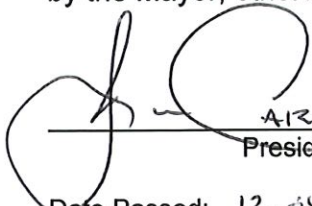
Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

Section 4. That the funds for the purposes of said contract have been appropriated and shall be paid from the Emergency Vehicle Fund.


Section 5. 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.

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Section 6. 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 participate in such program and purchase such vehicle in order to maintain continuity in the operation of the Police Department, to provide for the safety and welfare of the public, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.



 AIRBORN
 President of Council
 Date Passed: 12.04 2023

Approved: 

 Acting Mayor
 Date Approved: 12 04 2023

Attest: 

 Clerk of Council

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	_____
Clark	<input checked="" type="checkbox"/>	_____
DeMio	<input checked="" type="checkbox"/>	_____
Kaminski	<input checked="" type="checkbox"/>	_____
Kosek	<input checked="" type="checkbox"/>	_____
Roff	<input checked="" type="checkbox"/>	_____
Short	<input checked="" type="checkbox"/>	_____

Ord. No. 2023-169 Amended: _____
 1st Rdg. 12-4-23 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

 Public Hrg. _____ Ref: _____
 Adopted: 12-4-23 Defeated: _____

PURCHASER City of Strongsville
 ADDRESS 16099 Foltz Parkway
 CITY Strongsville STATE OH ZIP 44149
 RES. PHONE () _____
 BUS. PHONE (440) 570-8005
 E-MAIL Steven.Plorkowski@strongsville.org DATE 11/17/2023
 MOBILE NO. () _____

Invoice # _____

BUYERS ORDER

Tim Lally Chevrolet, Inc.

24889 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 PPV	4x4	Black		T230049	1GNSKLED5PR149968

TRADE IN RECORD - TRADE 1			
YEAR	MAKE	MODEL	TYPE
VIN # _____			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate <input type="checkbox"/> 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 <input type="checkbox"/> 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. <input checked="" type="checkbox"/>			
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). <input checked="" type="checkbox"/>			
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. <input checked="" type="checkbox"/>			

PRICE OF VEHICLE	\$ 39860.00
OTHER GOODS & SERVICES	SSV 4x4 2995.00
AMF 4 Key Fobs	80.00
6J4 Horn Circuit Wiring	60.00
6C7 Red and White Front Dome Light	173.00
6J3 Grill Lamp/Siren Speaker Wiring	96.00
9G8 Delete Daytime Running Lights	55.00
6E2 Key Common	28.00
BCV Auto Door Lock Disable	50.00
NHT Max Trailing Package	350.00
DOCUMENTARY SERVICE FEE	
TOTAL PRICE	43737.00
TRADE-IN ALLOWANCE(S)	()
TAX DEDUCTIBLE	
SAL & TAX	EXEMPT %
TITLE FEE	15.00
REGISTRATION FEE	
PLUS PAYOFF ON TRADE VEHICLE(S)	
TOTAL DUE	43752.00
LESS INITIAL PAYMENT CASH DOWN	
LESS REBATE FACTORY INCENTIVE	
LESS REBATE FACTORY INCENTIVE	
BALANCE DUE	\$ 43752.00

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. QUIA PARA COMPRADORES DE VEHICULOS USADOS, LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION 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 Drive/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 _____, 2023.
 PURCHASER(S) Tim Lally
 SALESPERSON _____

ACCEPTED BY AUTHORIZED AGENT _____

