

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 096

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF TWO (2) NEW 2015 HARLEY-DAVIDSON POLICE MOTORCYCLES FOR USE BY THE CITY'S POLICE DEPARTMENT, AND FOR TRADE-IN OF TWO (2) 2007 HARLEY-DAVIDSON POLICE MOTORCYCLES, AND TO HAVE THE SALE PRICE APPLIED TO THE PURCHASE PRICE, WITHOUT PUBLIC BIDDING FOR SUCH SALE, AND DECLARING AN EMERGENCY.

WHEREAS, the Police Department of the City has two (2) existing 2007 Harley-Davidson Police motorcycles which are obsolete and no longer needed for municipal public purposes; and

WHEREAS, the Police Department is in immediate need of two (2) new 2015 Harley-Davidson Police motorcycles; and

WHEREAS, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance is authorized to sell obsolete or surplus equipment in such manner as Council may by ordinance authorize; and

WHEREAS, this Council is desirous of having the Director of Finance sell and trade-in the existing obsolete motorcycles and have the selling price credited against the purchase price of the new motorcycles all without public auction or bidding.

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

Section 1. That this Council finds that the City's Police Department is in need of two (2) new 2015 Harley-Davidson Police motorcycles, which can be obtained most competitively through South East Harley-Davidson.

Section 2. That this Council further finds and determines that there is an immediate and present emergency in the operation of the Police Department of the City of Strongsville in that the Police Department has two (2) used 2007 Harley-Davidson Police motorcycles, which are obsolete and no longer needed for any municipal purposes, and further finds that it will be in the best interests of the City to sell such motorcycles and have the selling price applied as a credit against the purchase of the new 2015 Harley-Davidson Police motorcycles pursuant to O.R.C. §721.15 and without public auction or bidding.

Section 3. That, for the reasons aforesaid, the Mayor be and is hereby authorized to enter into an agreement with **SOUTH EAST HARLEY-DAVIDSON** for the purchase of two (2) new 2015 Harley-Davidson Police motorcycles in the amount of \$33,414.98, as more fully set forth in Exhibits A-1 and A-2, attached hereto and incorporated herein by reference; including the sale of the City's two (2) 2007 Harley-Davidson Police motorcycles, in the total amount of \$12,075.00, without public bidding, as more fully set forth in Exhibits A-1 and A-2, and providing that the sale price be credited towards the purchase price of the two (2) new motorcycles, in order that the net contract price for the purchase of the new motorcycles shall not exceed \$21,339.98, and in a form to be approved by the Law Director.

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.

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 of the City, and for the further reason that it is immediately necessary to enter into said contract in order to maintain continuity in the operation of the City of Strongsville Police Department, to provide for the safety and welfare of the public, and to 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.

Michael Daymut
President of Council

Approved: Thomas B. Brier
Mayor

Date Passed: May 4, 2015

Date Approved: May 5, 2015

	<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"/>
Maloney	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Simone Pientka
Clerk of Council

ORD. No. 2015-096 Amended: _____

1st Rdg. 05-04-15 Ref: _____

2nd Rdg. Suspended Ref: _____

3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: 05-04-15 Defeated: _____

SOUTH EAST HARLEY-DAVIDSON PURCHASE CONTRACT



23105 AURORA ROAD • BEDFORD HTS., OH 44146
 (440) 439-5300 • FAX (440) 439-2919
 www.southeastharley.com

PURCHASER CITY OF STRONGSVILLE
18688 ROYALTON RD
 ADDRESS _____
STRONGSVILLE STATE OH ZIP 44136
 CITY _____ STATE _____ ZIP _____
 RES. PHONE (440) 238-1048
 BUS. PHONE (440) 238-7373
 E-MAIL _____ SALESPERSON TOM G OLSZEWSKI

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED MOTOR VEHICLE: NEW USED DEMO

	MAKE	YEAR	MODEL	COLOR	STOCK NO.	SERIAL NO.
VEHICLE SOLD:	<u>HD</u>	<u>2015</u>	<u>FLHP</u>	<u>BLACK & White</u>		
VEHICLE TRADED IN WILL BE:	<u>HD</u>	<u>2007</u>	<u>FLHP</u>	<u>049 BLK/WS/PT/RAI</u>		<u>IHD1FHM127Y634618</u>
ODOMETER MILEAGE ON VEHICLE BEING PURCHASED:	<u>0</u>			<input type="checkbox"/> ACCURATE <input type="checkbox"/> NOT ACCURATE	DOES THE TRADE HAVE A SALVAGE VEHICLE HISTORY? <input type="checkbox"/> YES <input type="checkbox"/> NO	
MILEAGE ON TRADE IN:	<u>12,798</u>			<input checked="" type="checkbox"/> ACCURATE <input type="checkbox"/> NOT ACCURATE		

DEPOSIT RECEIPT

Purchaser hereby provides to the Dealer the sum of \$ N/A as a Non-Refundable Deposit for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for 3 days from the date of Deposit.

NEGATIVE EQUITY

I am aware the balance owed on my trade-in vehicle exceeds the trade-in allowance from Dealer, and as a result, I have requested that \$ N/A of negative equity from my trade-in be included in the cash price of the vehicle.

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.

A. BASE PRICE OF VEHICLE	\$ 16,134.00
B. FREIGHT	\$ N/A
C. SET-UP	\$ N/A
D. OPTIONAL EQUIPMENT	\$ N/A
ACCESSORIES	\$ 289.99
	\$ N/A
	\$ N/A
	\$ N/A
E. TOTAL CASH PRICE (A, B, C, D)	\$ 16,423.99
DOWN PAYMENT - CASH OR CHECK	\$ N/A
TRADE IN	\$ 6,155.00
TERMS & CONDITIONS	\$ _____
LESS BALANCE OWED TO	\$ N/A
F. TOTAL DOWN PAYMENT	\$ 6,155.00
FEES	\$ 250.00
DOCUMENTARY SERVICE FEE	\$ _____
SALES TAX (TAXABLE BALANCE \$ <u>16,384.00</u>)	\$ 33.50
TITLE FEES	\$ _____
G. TOTAL FEES	\$ 283.50
H. UNPAID BALANCE (E - F + G)	\$ 10,552.49
OTHER CHARGES	\$ _____
EXTENDED SERVICE CONTRACT	\$ N/A
	\$ N/A
I. TOTAL OTHER CHARGES	\$ _____
J. TOTAL UNPAID BALANCE	\$ 10,552.49

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are printed or written front and back. I understand this order requires the acceptance of the dealer or his authorized agent.

The undersigned purchaser agrees to the terms and conditions of this contract and hereby acknowledges receipt of a copy of the order and that the purchaser has read the terms and conditions on the front and back of this order. I represent that I am eighteen (18) years of age or over.

Not binding unless accepted by seller and credit is approved, if applicable, by financial institution.

This motor vehicle contract is executed this 21st day of APRIL 2015

PURCHASER(S) _____

ACCEPTED BY AUTHORIZED AGENT _____



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VEHICLE SOLD: VEHICLE TRADED IN WILL BE:	MAKE	YEAR	MODEL	COLOR	STOCK NO.	SERIAL NO.
	<u>HD</u>	<u>2015</u>	<u>FLHP</u>	<u>BLACK & White</u>		
	<u>HD</u>	<u>2007</u>	<u>FLHP</u>	<u>049 BLK/WSTPDRAL</u>		<u>1HD1FHM147Y707942</u>
ODOMETER MILEAGE ON VEHICLE BEING PURCHASED: _____			<u>0</u>	<input type="checkbox"/> ACCURATE <input type="checkbox"/> NOT ACCURATE		DOES THE TRADE HAVE A SALVAGE VEHICLE HISTORY? <input type="checkbox"/> YES <input type="checkbox"/> NO
MILEAGE ON TRADE IN: _____			<u>23,434</u>	<input checked="" type="checkbox"/> ACCURATE <input type="checkbox"/> NOT ACCURATE		

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C. SET-UP	\$ N/A
D. OPTIONAL EQUIPMENT	\$ N/A
ACCESSORIES	\$ 289.99
	\$ N/A
	\$ N/A
	\$ N/A
	\$ N/A
E. TOTAL CASH PRICE (A, B, C, D)	\$ 16,423.99
DOWN PAYMENT - CASH OR CHECK	\$ N/A
TRADE IN	\$ 5,920.00
TERMS & CONDITIONS	\$ _____
LESS BALANCE OWED TO	\$ N/A
F. TOTAL DOWN PAYMENT	\$ 5,920.00
FEES	\$ 250.00
DOCUMENTARY SERVICE FEE	\$ N/A
SALES TAX (TAXABLE BALANCE \$ <u>16,334.00</u>)	\$ 33.50
TITLE FEES	\$ _____
G. TOTAL FEES	\$ 283.50
H. UNPAID BALANCE (E - F + G)	\$ 10,787.49
OTHER CHARGES	\$ N/A
EXTENDED SERVICE CONTRACT	\$ N/A
	\$ N/A
I. TOTAL OTHER CHARGES	\$ _____
J. TOTAL UNPAID BALANCE	\$ 10,787.49

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