

ORDINANCE NO. 2023- 63 FIRST READING October 23, 2023
INTRODUCED BY: DENNIS GAUCKI SECOND READING WAIVED
THIRD READING WAIVED

ORDINANCE AWARDED THE BID OF SARCHIONE FORD LINCOLN OF ALLIANCE FOR THE RETAIL PURCHASE OF A 2024 FORD E450 CUTAWAY DUAL REAR WHEEL DRIVE WITH 14 FOOT WORKPORT SERVICE BODY VEHICLE, APPROVING THE RETAIL PURCHASE AGREEMENT BETWEEN THE VILLAGE OF SOUTH RUSSELL AND SARCHIONE FORD LINCOLN OF ALLIANCE, APPROVING THE RETAIL PURCHASE OF THE FORD VEHICLE IN THE AMOUNT OF \$82,641.25, AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE THE RETAIL PURCHASE AGREEMENT, AND DECLARING AN EMERGENCY.

WHEREAS, bids for the purchase of a 2024 Ford E450 Cutaway Dual Rear Wheel Drive with 14 Foot Workport Service Body vehicle to be delivered in 2023 (“Ford Vehicle”) for the Village of South Russell were opened on October 13, 2023, in accordance with the Legal Notice to bidders; and

WHEREAS, it is determined by Council for the Village of South Russell that Sarchione Ford Lincoln of Alliance, which was the only bidder that submitted a bid for the Ford Vehicle, is the lowest and best bidder.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The bid for the Ford Vehicle is hereby awarded to Sarchione Ford Lincoln of Alliance in the total bid amount of Eighty-Two Thousand Six Hundred Forty-One Dollars and Twenty-Five Cents (\$82,641.25).

SECTION 2. The Retail Purchase Agreement, attached hereto as Attachment A, between Sarchione Ford Lincoln of Alliance and the Village of South Russell is hereby approved.

SECTION 3. The Mayor and Fiscal Officer are hereby authorized to execute the Retail Purchase Agreement and to take all necessary and other action in accordance with the Village of South Russell’s purchase of the Ford Vehicle.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 5. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to enable the Village to immediately purchase the Ford

Vehicle and have it delivered still this year; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.

William J. Koons

Mayor - President of Council

ATTEST:

Danuelle Romanowski

Fiscal Officer

I certify that Ordinance No. 2023-63 was duly enacted on the 23RD day of OCTOBER, 2023, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danuelle Romanowski

Fiscal Officer

Sarchione Ford Lincoln of Alliance
2480 West State Street
Alliance, OH 44601
(330) 823-1128

CUST :

RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): South Russell Police Valley Group

Deal Number: 030847

Address: 5205 Chillicothe Road Chagrin Falls, OH 44022

Date: 7/25/2023

Telephone (1) : (330) 304-9314

Telephone (2) : _____

County: Geauga

DOB: _____

Email: SRPDPOCEK@GMAIL.COM

D.L./State I.D.# _____

Issuing State: _____

Exp. Date: _____

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2024	MAKE FORD	MODEL ECONOLINE	COLOR WHITE	STOCK NO. 5341	
VIN/SERIAL NO. 1 F D X E 4 F N 6 R D D 1 3 7 6 1		ODOMETER READING <input type="checkbox"/> Not Accurate 50	SALESPERSON Greg Beule		
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER			
WARRANTY STATEMENT			CASH PRICE OF VEHICLE	69,425.00	
<p>We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.</p> <p>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 ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.</p> <p><input type="checkbox"/> Used Vehicle Limited Warranty Applies: We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.</p>			a/c/ heater, awning, power	12,346.25	
			invertor	585.00	
			running boards, rear hitch		
			step		
TRADE-IN VEHICLE INFORMATION			TOTAL TAXES	0.00% N/A	
Year:	Make:	Model:	Color:		
VIN/Serial No:	Odometer Reading: <input type="checkbox"/> Not Accurate			DOCUMENTATION FEE	250.00
Trade-in Allowance:	Balance Owed & Lienholder:	**Negative Equity:		LICENSE FEE	35.00
*The Deposit/Down Payment received from you is <u>not</u> refundable, exact as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for _____ days.		**NEGATIVE EQUITY: You are aware that the Balance Owed on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by the difference (known as the "Negative Equity" amount).			
X _____	X _____			TOTAL DUE	82,641.25
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			LESS DEPOSIT/DOWN PAYMENT*	N/A	
<input type="checkbox"/> IF MARKED, PLEASE SEE THE DELIVERY CONFIRMATION			LESS REBATE	N/A	
<input type="checkbox"/> IF MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT-LIMITED RIGHT TO CANCEL			LESS TRADE DIFFERENCE	N/A	
			LESS CASH DUE AT DELIVERY	N/A	
			AMOUNT TO BE FINANCED (See Paragraphs 11, 14, and 16)	82,641.25	

Waiver of Jury Trial: The Dealership and Purchaser knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in any litigation based upon or arising out of this Agreement, any document related to this transaction, or any course of conduct, dealing, statements (whether oral or written), or any act of Dealership or Purchaser. This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement (Buyers Order) and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

William S. Koon 7/25/2023
Purchaser

[Signature] 7/25/2023
Accepted by Authorized Dealership Representative

Purchaser