

ORDINANCE NO.: 2024-83

FIRST READING September 9, 2024

INTRODUCED BY: JERRY CANTON

SECOND READING WAIVED

THIRD READING WAIVED

ORDINANCE APPROVING THE EVENT CONTRACT BETWEEN A-1 MR. LIMO INC. AND THE VILLAGE OF SOUTH RUSSELL FOR TROLLEY SERVICES FOR THE 2024 FALL FESTIVAL IN AN AMOUNT NOT TO EXCEED \$696.00, RATIFYING THE MAYOR'S EXECUTION OF THE EVENT CONTRACT, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to retain certain trolley services for the 2024 Fall Festival to provide transportation shuttle services from Gurney School to the Village Park;

WHEREAS, A-1 Mr. Limo Inc. is in the business of providing such trolley services and has provided the Village of South Russell with a proposed event contract ("Contract"), a copy of which is attached hereto and incorporated herein by reference as **Attachment 1**; and

WHEREAS, on August 13, 2024, the Mayor executed the Contract to secure the reservation; and

WHEREAS, Council desires to approve such Contract for the trolley services in an amount not to exceed \$696.00 with A-1 Mr. Limo Inc. and ratify the Mayor's execution of the Contract.

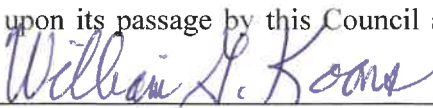
NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Contract, attached as **Attachment 1**, between A-1 Mr. Limo Inc. and the Village of South Russell is hereby approved in an amount not to exceed \$696.00 pursuant to the Contract's terms and conditions.

SECTION 2. The Mayor's execution of the Contract on August 13, 2024 is hereby ratified.

SECTION 3. 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 4. 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 to secure the Contract for the upcoming Fall Festival; 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.



Mayor - President of Council

ATTEST:



Fiscal Officer

I certify that Ordinance No. 2024-83 was duly enacted on the 9TH day of SEPTEMBER, 2024, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Daniele Romanowski
Fiscal Officer

CORPORATE CONTRACT

Extra Time (if available) will be at the rate listed above per vehicle.

I understand, I take responsibility for any damage done to the vehicle/vehicles by any member of the charter. Extra charges may occur for: Damages to vehicle(s) by passengers, extra time used, excessive clean up fee, etc.

A-1 Mr. Limo will submit a final invoice describing services performed along with explanation of any extra charges.

Passengers are requested to remain seated when the vehicle is in motion. If the passenger opts to move around it will be at their own risk and agrees not to hold A-1 Mr. Limo responsible for any injuries that may occur. If A-1 Mr. Limo does not start the charter for any reason, the limit to their liability would be to refund the full purchase price of the charter by check or to credit the customer's credit card.

There may not be backup vehicles. In the event that your vehicle is not available because of mechanical problems, accident, etc., we cannot guarantee a backup vehicle. However, if we do have vehicles available, (and the customer agrees to use it/them) there would be no charge for an upgrade to a more expensive vehicle or multiple vehicles. If a less expensive vehicle is used the difference in price will be refunded by check or credit to their credit card.

Once the charter has begun credits for any adjustments in price will be made in credit for future limousine service. No cash will be refunded.

If the charter were delayed for any reason including, but not limited to, mechanical problems, accident, chauffeur error with directions, etc., the total limit to our liability would be to extend the charter by the amount of the time caused by the delay. Customer should allow for the unexpected.

Luggage is transported as a courtesy of A-1 Mr. Limo. Passengers will assume full responsibility of their luggage or personal items lost, stolen, damaged or left on vehicle after the charter, under any circumstances. No reimbursements will be made.

If accessories fail to work such as the air conditioning, radio, TV, etc., reasonable adjustments, not to exceed 25% of trip cost, will be made in credit for future limousine service.

You agree not to hold A-1 Mr. Limo liable for harms that lawyers and courts often call direct, indirect, incidental or consequential damage. Including but not limited to missed business opportunities, being late to the venue or emotional suffering.

Arbitration waiver of a jury trial. Both parties agree that any claims arising from this agreement will be settled in binding arbitration, and both parties waive their rights to a jury trial.

Payment Terms: 25% due upon reservation. Balance due 1 week prior to charter date. Any extra charges or refunds will be settled at end of charter.

Cancellation Fee: If not a sold-out date, Client can cancel up to 10 days prior to charter date without cancellation fee. 10 days or less: cancellation fee will be the deposit amount. Extra cancellation fee may apply if it is a sold- out date.

Please initial front page and sign/date last page.

Thank you for choosing A-1 Mr. Limo.

Total Trips: \$696.00

Total Due: \$696.00

William G. Koops

Signature:	Name:	Date: <i>8-13-24</i>
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WILLIAM G. KOOPS