

RESOLUTION NO. 2022-21
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING AND DIRECTING THE MAYOR AND PRESIDENT OF COUNCIL
TO ENTER INTO CONTRACT WITH TIM LALLY CHEVROLET, INC.
FOR THE PURCHASE OF A 2023 CHEVY TAHOE SSV 4X4
IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS**

WHEREAS, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all Village residents and inhabitants to obtain a new chase vehicle for the Village's Fire Department; and

WHEREAS, Tim Lally Chevrolet, Inc. has submitted a proposal for a 2023 Chevy Tahoe SSV 4x4 in the amount of \$47,228.00, which is under the state bid pricing for 2022; and

WHEREAS, the Mayfield Village Fire Chief reviewed the proposal and recommends that the Village enter into contract with Tim Lally Chevrolet, Inc. in an amount not to exceed \$50,000.00, or the amount of the vehicle which shall be at least \$200 less than the 2023 state bid pricing, whichever is less.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

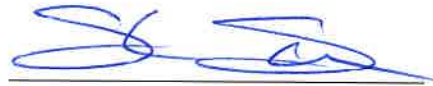
SECTION 1. Council hereby accepts and approves the proposal of Tim Lally Chevrolet, Inc., a copy of which is attached hereto and incorporated herein as Exhibit "A", for the purchase of a 2023 Chevy Tahoe SSV 4x4 for use in the Village's Fire Department in an amount not to exceed \$50,000.00, or the amount of the vehicle which shall be at least \$200 less than the 2023 state bid pricing, whichever is less.

SECTION 2. Council hereby authorizes and directs the Mayor and President of Council to enter into contract with Tim Lally Chevrolet, Inc. for the purchase of a 2023 Chevy Tahoe SSV 4x4.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council, and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of

Mayfield Village, Ohio, for the reason that it provides for necessary services to ensure that the Village Fire Department are properly supported. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: April 18, 2022
Second Reading: Suspended, 2022
Third Reading: Suspended, 2022
PASSED: April 18, 2022



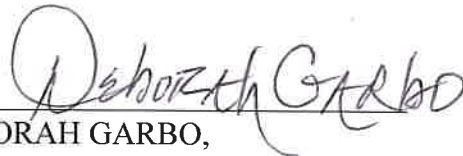
BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA, Esq.,
Director of Law

ATTEST:



DEBORAH GARBO,
Acting Clerk of Council

PURCHASER Mayfield Village
 ADDRESS 770 SOM CTR
 CITY Mayfield STATE OH ZIP 44143
 RES. PHONE () _____
 BUS. PHONE () _____
 E-MAIL gcarcioppolo@mayfieldvillage.com DATE 03/07/22
 MOBILE NO. () _____

BUYERS ORDER

Tim Lally Chevrolet, Inc.
 24999 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 SSV	4x4	RED	BLK		ORDER

TRADE IN RECORD - TRADE 1			
YEAR	MAKE	MODEL	TYPE
VIN # _____			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate			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			Salvage Vehicle? <input type="checkbox"/> Yes
BALANCE OWED \$ _____ (Good Until _____) Trade-in Allowance _____			
REMARKS: Federal Signal low profile package includes: 2 front grill LED's, 100 watt speaker, controller, frnt ILS, rear stick, 2 side window LED's, two rear license LED's, consle with cupholders and armrest.			
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	\$	35967.00
OTHER GOODS & SERVICES	PPV 4X4	3294.00
6J7 Flasher system headlamps and tail		59.00
6J4 Horn Circuit Wiring		105.00
6C7 Red and white front dome light		170.00
6J3 Grill Lamp/Siren Speaker wiring		92.00
DRZ REAM CAMERA MIRROR		502.00
OIU Special Paint Red		569.00
Federal Signal Marked Vehicle Package		5960.00
Havis Tablet Holder		495.00
DOCUMENTARY SERVICE FEE		
TOTAL PRICE		47213.00
TRADE-IN ALLOWANCE(S)	()	
TAX BASE		
SALES TAX _____ %		
TITLE FEE		15.00
REGISTRATION FEE		
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		
LESS REBATE/FACTORY INCENTIVE		
BALANCE DUE	\$	47228.00

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. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN 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 Owe/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 _____,
 PURCHASER(S) _____
 SALESPERSON _____ ACCEPTED BY AUTHORIZED AGENT _____