

ORDINANCE 2021-50

AN ORDINANCE AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A SNOW PLOW TRUCK IN THE AMOUNT OF \$80,012.00, WAIVING FORMAL COMPETITIVE BIDDING AND ADVERTISING REQUIREMENTS PURSUANT TO OHIO REVISED CODE SECTION 735.051, AND DECLARING AN EMERGENCY.

WHEREAS, the Village Administrator is authorized to make purchases of machinery exceeding \$50,000 via contract pursuant to Ohio Revised Code Section 731.141 when such purchases are authorized and directed by the Village Council; and

WHEREAS, the Village of Commercial Point is obligated by statute and certain contracts to maintain public roads, streets, and alleys free of snow and ice; and

WHEREAS, the Village of Commercial Point is in immediate need of a snow plow truck to fulfill its statutory and contractual obligations; and

WHEREAS, Ohio Revised Code Section 735.051 authorizes the Village Council to waive competitive bidding and advertising requirements as to the purchase of supplies or materials in the case of a real and present emergency arising in connection with the operation and maintenance of the Village's public roads, streets, and alleys; and

WHEREAS, the Village Administrator has identified a snow plow truck available in the amount of \$80,012.00; and

WHEREAS, the Village Council has appropriated sufficient monies within the 2021 permanent budget to cover the cost of said snow plow truck; and

WHEREAS, the Village Council wishes to direct and authorize the Village Administrator to enter into a contract for the purchase of said snow plow truck in the amount of \$80,012.00.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO THAT:

Section 1. Purchase of Snow Plow Truck and Acceptance of Title. The Village Administrator is hereby authorized and directed to enter into a contract for the purchase of a snow plow truck in the amount of \$80,012.00 as described in the estimate attached hereto as Exhibit A and incorporated herein by reference, and accept title of said snow plow truck in the name of the Village.

Section 2. Declaration of Real and Present Emergency and Waiver of Competitive Bidding and Advertising Requirements Pursuant to Ohio Revised Code Section 735.051. Due to the imminent onset of winter and the need to purchase a snow plow truck to fulfill the Village's statutory and contractual obligations to maintain the public streets, roads, and alleys free of ice and snow, the Village Council hereby declares there is a real and present emergency requiring the purchase of the snow plow truck described in Exhibit A to this Ordinance and, therefore, the Village Council hereby waives formal competitive bidding and advertising requirements pursuant to its authority under Ohio Revised Code Section 735.051.

Section 3. Open Meetings Certification. 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 other committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. Declaration of Emergency; Effective Date. Because a snow plow truck must be purchased before winter and in order to fulfill the Village's statutory and contractual obligations regarding maintenance of public roads, streets, and alleys within the Village of Commercial Point, this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the Village of Commercial Point and shall, therefore, go into immediate effect upon passage.

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Vote on Suspension of Readings:

Motion by: Tracy Joiner

2nd: Ryan Mitchem

Roll Call:

N/A Jason Thompson

Yes Aaron Grassel

Yes Ryan Mitchem

Yes Nancy Geiger

Yes Tracy Joiner

Yes Laura Wolfe

Vote on Passage of the Ordinance:

Motion by: Tracy Joiner

2nd: Ryan Mitchem

Roll Call:

N/A Jason Thompson

Yes Aaron Grassel


Yes Ryan Mitchem

Yes Nancy Geiger

Yes Tracy Joiner

Yes Laura Wolfe

Adopted this 29th day of November, 2021


Allan D. Goldhardt, Mayor


Wendy L. Hastings, Fiscal Officer

Approved as to Form:


Joshua Cartee, Village Solicitor

Exhibit A



COUGHLIN CHEVROLET PATASKALA
 9000 E. BROAD ST.
 PATASKALA, OH
 PHONE : (740)964-9191
 FAX : (740) 964-3352

RETAIL PURCHASE AGREEMENT (BUYERS ORDER)

Purchaser's Name(s): The Village of Commercial Point Deal Number: _____
 Address: 10 West Scioto St Commercial Point OH 43116 Date: 11.18.2021
 Home Telephone: 614-404-3731 Work Telephone: _____ County: _____
 D.L./State I.D.#: N/A Issuing State: OH DOB: N/A
 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	2021	MAKE	Chevrolet	MODEL	Silverado	COLOR	White	STOCK NO	CP32858
SERIAL NO	IHTKJPVK5MH606204			ODOMETER READING	425	SALESPERSON		Jeff Haller	
THE VEHICLE IS:		PRIOR USE DISCLOSURE:							
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		<input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER							
WARRANTY STATEMENT									
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. 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. TRADUCCION ESPANOLA: VEA EL DORSO.									
<input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing the attached Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.									
TRADE-IN VEHICLE (1) INFORMATION									
Year:	Make:	Model:	Color:						
Serial No:	Odometer Reading:			Document Fee					
Trade-In (1) Allowance:			Balance Owed & Lienholder:			TOTAL SELLING PRICE			
N/A			N/A N/A			\$79,997.00			
TRADE-IN VEHICLE (2) INFORMATION									
Year:	Make:	Model:	Color:						
Serial No:	Odometer Reading:			SALES TAX @					
Trade-In (2) Allowance:			Balance Owed & Lienholder:			TITLE			
N/A			N/A N/A			\$15.00			
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> PARTIAL PAYMENT: The sum of \$ <u>N/A</u> was received from you as a Deposit/Partial Payment. It is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for _____ days. <input checked="" type="checkbox"/> 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).									
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS									
<input type="checkbox"/> IF MARKED, PLEASE SEE ATTACHED DELIVERY CONFIRMATION									
<input type="checkbox"/> IF MARKED, PLEASE SEE ATTACHED SPOT DELIVERY AGREEMENT-LIMITED RIGHT TO CANCEL									
<input checked="" type="checkbox"/> IF MARKED, PLEASE SEE ATTACHED ARBITRATION AGREEMENT									
TOTAL DUE \$80,012.00									
DEPOSIT/PARTIAL PAYMENT									
REBATE									
UNPAID BALANCE \$80,012.00									

I have read and accept the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and hereby acknowledge that this Agreement is complete and accurately reflects the Agreements between the Dealership and myself. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until accepted by an Authorized Dealership Representative.

Purchaser _____ Accepted by Authorized Dealership Representative _____
 Purchaser _____