

SPONSORED BY: Administration
REFERRED TO: Committee Work Session
INTRODUCED BY: Joe Kernan, Safety Chair

CITY OF NORTON ORDINANCE NO. 10-2017

AN ORDINANCE AUTHORIZING THE PURCHASE OF THREE 2017 DODGE CHARGER POLICE CRUISERS FOR THE POLICE DEPARTMENT AT A COST NOT TO EXCEED \$75,000, AND DECLARING AN EMERGENCY.

WHEREAS, the Chief of Police has recommended replacing two existing vehicles to renew the Police Department's fleet; and

WHEREAS, the Police Department also recently lost one vehicle resulting from a traffic accident, for which the City will be paid insurance proceeds to be deposited into Fund 140 to replace that totaled vehicle; and

WHEREAS, the Chief of Police has solicited proposals for pricing for the purchase of those three new vehicles; and

WHEREAS, the Board of Control of the City has acted upon this recommendation and has approved the purchase of the vehicles from Fred Martin Motors in accordance with the proposal submitted by Fred Martin Motors to the Chief of Police and attached hereto as Exhibit A (the "Proposal"); and

WHEREAS, this Council has now determined to approve the purchase of the vehicles for the Police Department through Fred Martin Motors in accordance with the Proposal.


NOW THEREFORE, BE IT ORDAINED by the Council of the City of Norton, Summit and Wayne Counties, State of Ohio, that:

- Section 1: This Council hereby authorizes the purchase of three vehicles from Fred Martin Motors in an amount not to exceed \$75,000 and in accordance with the Proposal.
- Section 2: This Council hereby directs the Administrative Officer, Director Finance and Chief of Police to take all necessary actions to complete the purchase of the vehicle in a timely manner.
- Section 3: All formal actions of this Council related to this Ordinance and all deliberations of the Council and of any of its 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 Revised Code.
- Section 4: This Ordinance is declared to be an emergency measure necessary for the immediate preservation for the public peace, health and safety of the City, and for

the further reason that this Ordinance is required to be immediately effective to enhance the safety services of the City; and provided that this Ordinance receives the affirmative vote of two-thirds of the members of Council, it must take effect and be in force immediately upon its passage and approval by the Mayor; or otherwise, it will take effect and be in force at the earliest period allowed by law.

Emergency Vote: 6 Yeas 0 Nays

Date passed: 1-23-17


Charlotte Whipkey, President of Council

Date submitted to the Mayor 1-23-17

Attest: 
Karla Richards, CMC- Clerk of Council


Mike Zita, Mayor

Date approved by the Mayor 1-23-17

I, Karla Richards, CMC-Clerk of Council for the City of Norton, Summit and Wayne Counties, Ohio do hereby certify that the foregoing **Ordinance No. 10-2017** was duly and regularly passed by the Council of the City of Norton, Summit County, Ohio at a meeting held on JANUARY 23, 2017.

That this legislation was posted according to law on JANUARY 27, 2017 and will become effective on JANUARY 23, 2017.


Karla Richards, CMC-Clerk of Council

Prepared and approved as to legal form by Justin P. Markey, Solicitor, City of Norton, January 20, 2017.

RETAIL BUYERS
WORKSHEET

Used
Cars &
Trucks

Fred Martin

FRED MARTIN SUPERSTORE
3195 Barber Road, Barberton, OH 44203
330-753-4444 fredmartinsuperstore.com

DEAL NO. _____

DATE 1/13/2017

PURCHASER CITY OF OF NORTON HOME PHONE (330)825-7815 WORK PHONE _____

ADDRESS 4060 COLUMBIA WOODS Drive CITY NORTON STATE OH ZIP 44203

COUNTY _____ SALES ASSOCIATE House EMAIL ADDRESS Johnm@cityofnorton.org

I hereby agree to purchase the vehicle described below from Dealer under the terms and conditions specified. Delivery is to be made on January 13 Year, 2017 or upon receipt by Dealer if on order.

ENTER MY ORDER FOR ONE NEW USED CAR TRUCK SPORT UTILITY DEMONSTRATOR FACTORY OFFICIAL CAR RENTAL VEHICLE AS FOLLOWS:

Stock #	Year	Make	Model	Body Style
NORTONPOL	2017	Dodge	Charger	4d Sedan Police Hemi AWD
Color GRANITE		Interior		Serial Number
ODOMETER MILEAGE STATEMENT THE ODOMETER OF THE ABOVE DESCRIBED VEHICLE NOW READS <u>0</u> MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED BELOW. <input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.		NEGATIVE EQUITY: I am aware the balance owed on my trade-in lease turn-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that \$ <u>N/A</u> of negative equity be included in the cash price of this vehicle.		CASH PRICE OF VEHICLE \$ <u>25,035.00</u> ACCESSORIES \$ <u>N/A</u>
CONTROL #		CASH PRICE (INCLUDING ACCESSORIES)		\$ <u>25,035.00</u>
TRADE-IN DESCRIPTION:		DOCUMENTARY SERVICE CHARGE		\$ <u>N/A</u>
Year	Make	Model		
Body Style	Mileage	Stock #		
Serial #	2C3CDXAT0EH312703			
UNDERSTAND THAT THE DEALER HAS AGREED TO PAY THE SUM OF \$ <u>N/A</u> THE BALANCE OWED TO SATISFY ITS LIEN ON MY TRADE-IN VEHICLE. I WARRANT THAT THERE ARE NO OTHER LIENS OR ENCUMBRANCES EXCEPT AS LISTED IN THIS AGREEMENT AND THAT I HAVE THE RIGHT TO SELL THE VEHICLE TO THE DEALER. I FURTHER AGREE THAT IF THE ACTUAL AMOUNT OF THE BALANCE OWED ON THE TRADE-IN VEHICLE IS GREATER THAN THE AMOUNT OF THE BALANCE OWED AS LISTED ABOVE, I WILL PAY THE DIFFERENCE TO THE DEALER AND, IF THE ACTUAL AMOUNT OF THE BALANCE OWED IS LESS THAN THE AMOUNT LISTED, THE DEALER WILL PAY THE DIFFERENCE TO ME.				
I have read and understand the Jury Waiver provision on the reverse side of this Agreement and the separate Agreement to Arbitrate which is incorporated by reference into this Agreement.				
REMARKS: SEE ATTACHMENTS		SERVICE CONTRACT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ <u>N/A</u> SUBTOTAL \$ <u>25,035.00</u> OHIO SALES TAX AT <u>0.00</u> % \$ <u>N/A</u> TITLE/FILING FEES \$ <u>15.00</u> TOTAL CASH PRICE \$ <u>25,050.00</u> TRADE-IN ALLOWANCE \$ <u>5,300.00</u> LESS: PAYOFF - Any amount owed to purchaser's responsibility \$ <u>N/A</u> EQUITY TRADE-IN \$ <u>5,300.00</u> CASH DEPOSIT/CREBIT \$ <u>N/A</u> R# CASH ON DELIVERY \$ <u>N/A</u> R# REBATE \$ <u>N/A</u> TOTAL DOWN PAYMENT \$ <u>5,300.00</u> UNPAID BALANCE OF CASH PRICE \$ <u>19,750.00</u>		
DOCUMENTARY SERVICE CHARGE: This fee is charged to compensate the Dealership for providing administrative and documentary services and for costs incurred in carrying out the requirements of applicable federal and state laws.		DEALER ASSISTED FINANCING: If we assist you to obtain financing for the transaction, we may receive a fee or other compensation from the lender.		

SIGNED: _____ DATE 1/13/2017
ACCEPTED BY PURCHASER _____

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ENTER MY ORDER FOR ONE NEW USED CAR TRUCK SPORT UTILITY DEMONSTRATOR FACTORY OFFICIAL CAR RENTAL VEHICLE AS FOLLOWS:

Stock # NORTONPOL	Year 2017	Make Dodge	Model Charger	Body Style 4d Sedan Police Hemi AWD
Color GRANITE		Interior		Serial Number
ODOMETER MILEAGE STATEMENT THE ODOMETER OF THE ABOVE DESCRIBED VEHICLE NOW READS 0 MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED BELOW. <input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.		NEGATIVE EQUITY: I am aware the balance owed on my trade-in/lease turn-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that \$ <u>N/A</u> of negative equity be included in the cash price of the vehicle.		CASH PRICE OF VEHICLE \$ 25,036.00 ACCESSORIES \$ N/A
CONTROL #		CASH PRICE (INCLUDING ACCESSORIES) \$ 25,036.00		DOCUMENTARY SERVICE CHARGE \$ N/A
TRADE-IN DESCRIPTION:				
Year 2014	Make Dodge	Model Charger		
Body Style 4d Sedan Police Hemi	Mileage 130,000	Stock #		
Serial # 2C3CDXAT8EH172126				
UNDERSTAND THAT THE DEALER HAS AGREED TO PAY THE SUM OF \$ <u>N/A</u> , THE BALANCE OWED TO TO SATISFY ITS LIEN ON MY TRADE-IN VEHICLE. I WARRANT THAT THERE ARE NO OTHER LIENS OR ENCUMBRANCES EXCEPT AS LISTED IN THIS AGREEMENT AND THAT I HAVE THE RIGHT TO SELL THE VEHICLE TO THE DEALER. I FURTHER AGREE THAT IF THE ACTUAL AMOUNT OF THE BALANCE OWED ON THE TRADE-IN VEHICLE IS GREATER THAN THE AMOUNT OF THE BALANCE OWED AS LISTED ABOVE, I WILL PAY THE DIFFERENCE TO THE DEALER AND, IF THE ACTUAL AMOUNT OF THE BALANCE OWED IS LESS THAN THE AMOUNT LISTED, THE DEALER WILL PAY THE DIFFERENCE TO ME.				
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REMARKS: SEE ATTACHMENTS		SERVICE CONTRACT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ N/A SUBTOTAL \$ 25,036.00 OHIO SALES TAX AT 0.00 % \$ N/A TITLE/FILING FEES \$ 15.00 TOTAL CASH PRICE \$ 25,050.00 TRADE-IN ALLOWANCE \$ 4,500.00 LESS: PAYOFF - Any amount over is purchaser's responsibility \$ N/A EQUITY TRADE-IN \$ 4,500.00 CASH DEPOSIT/CREDIT \$ N/A R# CASH ON DELIVERY \$ N/A R# REBATE \$ N/A TOTAL DOWN PAYMENT \$ 4,500.00 UNPAID BALANCE OF CASH PRICE \$ 20,550.00		
DOCUMENTARY SERVICE CHARGE: This fee is charged to compensate the Dealership for providing administrative and documentary services and for costs incurred in carrying out the requirements of applicable federal and state laws.		DEALER ASSISTED FINANCING: If we assist you to obtain financing for the transaction, we may receive a fee or other compensation from the lender.		

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DATE 1/11/2017

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	CONTROL #		CASH PRICE (INCLUDING ACCESSORIES) \$ 25,035.00 DOCUMENTARY SERVICE CHARGE \$ N/A	
TRADE-IN DESCRIPTION:				
Year	Make	Model		
Body Style	Mileage	Stock #		
Serial #	UNDERSTAND THAT THE DEALER HAS AGREED TO PAY THE SUM OF \$ <u>N/A</u> , THE BALANCE OWED TO _____ TO SATISFY ITS LIEN ON MY TRADE-IN VEHICLE. I WARRANT THAT THERE ARE NO OTHER LIENS OR ENCUMBRANCES EXCEPT AS LISTED IN THIS AGREEMENT AND THAT I HAVE THE RIGHT TO SELL THE VEHICLE TO THE DEALER. I FURTHER AGREE THAT IF THE ACTUAL AMOUNT OF THE BALANCE OWED ON THE TRADE-IN VEHICLE IS GREATER THAN THE AMOUNT OF THE BALANCE OWED AS LISTED ABOVE, I WILL PAY THE DIFFERENCE TO THE DEALER AND, IF THE ACTUAL AMOUNT OF THE BALANCE OWED IS LESS THAN THE AMOUNT LISTED, THE DEALER WILL PAY THE DIFFERENCE TO ME.			
I have read and understand the Jury Waiver provision on the reverse side of this Agreement and the separate Agreement to Arbitrate which is incorporated by reference into this Agreement.		SERVICE CONTRACT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ N/A SUBTOTAL \$ 25,035.00 OHIO SALES TAX AT 0.00 % \$ N/A TITLE/FILING FEES \$ 15.00 TOTAL CASH PRICE \$ 25,050.00		
		TRADE-IN ALLOWANCE \$ N/A LESS: PAYOFF - Any amount over is purchaser's responsibility \$ N/A EQUITY TRADE-IN \$ N/A CASH DEPOSIT/CREDIT \$ N/A RH CASH ON DELIVERY \$ N/A RH REBATE \$ N/A TOTAL DOWN PAYMENT \$ N/A UNPAID BALANCE OF CASH PRICE \$ 25,050.00		
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SIGNED: _____ 1/11/2017
ACCEPTED BY PURCHASER _____ DATE _____

