

RESOLUTION 22 - 57, 2022
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

**AUTHORIZING THE PURCHASE OF ONE 2022 CHEVY EQUINOX VEHICLE AND EQUIPMENT,
DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY**

WHEREAS, the Board of Trustees of Columbia Township, Hamilton County, Ohio, purchases vehicles that are necessary to deliver Township services and programs; and,

WHEREAS, it is in the best interest of the Township to purchase a vehicle for multi-purpose use by employees to perform duties for services that do not require the use of specialized, heavy-duty road and waste program trucks or when those vehicles are already in use which is nearly always the case. Employees must use their personal vehicles to perform daily Township business; this creates a non-owned auto liability for the Township and places an unfair liability and financial risk and burden on employees. Columbia traded, but did not replace, its previous multi-purpose vehicle in 2016 because the road department needed a multi-passenger truck; and,

WHEREAS, the Hamilton County Sheriff's Office arranged for Columbia to be able to purchase, at the same HCSO price, a multi-purpose vehicle model that HCSO buys for its administrative services as a separate motor vehicle pool from its specialized police pursuit vehicles; and,

WHEREAS, the Board authorizes the purchase of a 2022 Chevy Equinox from McClusky Chevrolet for a price not to exceed \$27,295 as detailed in the attached proposal; and,

WHEREAS, the Board, upon majority vote, hereby dispenses with the requirement that this resolution be read on two separate days, and hereby authorizes the adoption of this resolution upon its first reading; and,

WHEREAS, this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, and welfare of the Township; the reason for the emergency is the Township must purchase the vehicles at the earliest possible time or will lose the opportunity to purchase this vehicle during this extended COVID period of low national vehicle inventory; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens, hereby authorizes the Administrator to spend up to \$27,295 for a 2022 Chevy Equinox and to execute all necessary and appropriate purchase agreements and/or documents to effectuate the purchase.

Passed, this 8th day of November, 2022.

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Motion to accept Resolution made by: Mr./Mrs. KUBICKI

Seconded by: Mr./Mrs. LAMAR

VOTE:

TRUSTEE	Voting	Signature	Date
David Kubicki, President	<u>yes</u>	<u>[Signature]</u>	11/08/2022
Brian Lamar, Vice-President	<u>yes</u>	<u>[Signature]</u>	11/08/2022
Susan Hughes, Trustee	<u>yes</u>	<u>[Signature]</u>	11/08/2022

ATTEST: Caroline B. Heekin 11/08/2022
Caroline Heekin, Fiscal Officer

Passed, this 8th day of November 2022.

Attached:
McClusky Chevrolet Purchase Proposal

Passed, this 8th day of November, 2022.

RETAIL BUYERS ORDER



P.O. Box 7911
Loveland, OH 45140

STOCK NO.	222XXX
DEAL NO.	

PURCHASER'S NAME Columbia Township DATE 10/20/2022
 STREET ADDRESS 5686 Kenwood Road PHONE (513) 561-6046
 CITY Cincinnati COUNTY Hamilton STATE OH ZIP 45227 SALESPERSON Mark Meyers

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

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM
2022	CHEVROLET	EQUINOX LS AWD	4-DOOR	WHITE	Medium Ash Gray

VIN 3GNAXSEV4NS244418 TO BE DELIVERED ON OR ABOUT _____ STOCK NO. _____

REMARKS:	CASH PRICE OF VEHICLE	FLEET	\$ 27,280.00
FAN 804136			
Fed Tax ID # 310940285 Government			
Dustin Frazier, Road Supt. 513-272-7878			

DEPOSIT RECEIPT: Dealer hereby acknowledges receipt of the sum of \$ _____ as a deposit or partial payment for the vehicle described above. If this receipt is for a deposit, Dealer will refrain from selling the described vehicle for _____ days. This Deposit:
 IS NOT REFUNDABLE, subject to the conditions on the reverse side and the following:

NEGATIVE EQUITY DISCLOSURE & CONSENT: I am aware that the balance owed on my trade-in vehicle(s) or the amount owed on my lease term in vehicle(s) exceeds the trade in allowance(s) from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ _____ (known as negative equity).
 INITIALS: _____

TRADE-IN AND OTHER CREDITS		DOCUMENT FEES	N/A
TRADE-IN ALLOWANCE		SELLING PRICE	27,280.00
BALANCE OWED ON TRADE		X 7.8 % = SALES TAX	EXEMPT
BALANCE OWED TO:		COUNTY	Hamilton
NET EQUITY		ODOMETER MILEAGE STATEMENT	TITLE FILING FEES 15.00
DEPOSIT		THE ODOMETER OF THE ABOVE DESCRIBED VEHICLE NOW READS _____ MILES/KILOMETERS.	REGISTRATION FEES
CASH ON DELIVERY		<input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE	OTHER
OTHER			TOTAL \$ 27,295.00
TOTAL CREDIT			TOTAL CREDIT
TRADE-IN STOCK NO.	YEAR	MAKE	MODEL
BODY TYPE	VIN	MILEAGE	BALANCE DUE \$ 27,295.00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, 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, EXPRESSED 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 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.

JURY WAIVER: THE PURCHASER AND DEALER WAIVE AND RENOUNCE THE RIGHT UNDER FEDERAL AND STATE LAW TO A TRIAL BY JURY FOR ANY CLAIM.
 GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO.

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.

The front and back of this Agreement and any documents incorporated herein comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I have read the terms and conditions printed on the back hereof and agree to them as a part of this Agreement the same as if it were printed above my signature. I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this Agreement. THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE ARBITRATION CLAUSE IN PARAGRAPH 14 ON THE BACK OF THIS AGREEMENT. [INITIAL MT]

APPROVED: _____ DATE _____ BUYER SIGNS Melissa Taylor DATE 11.08.2022
 DEALER OR AUTHORIZED REPRESENTATIVE COLUMBIA TOWNSHIP BOARD OF TRUSTEES BY MELISSA TAYLOR, ADMINISTRATOR
 CO-BUYER SIGNS _____