

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
PURCHASE AND SALE AGREEMENT WITH THE
CUYAHOGA COMMUNITY COLLEGE DISTRICT FOR
SALE OF A VEHICLE THAT IS NO LONGER NEEDED FOR
MUNICIPAL PURPOSES.**

WHEREAS, the Village owns a 1995 E One 75" aerial on a Cyclone Tilt cab chassis, VIN #4ENGAAA89S1004891 (the "Vehicle"), that the administration has determined to be no longer needed for use by the Village's Fire Department; and

WHEREAS, Council finds it appropriate to declare the Vehicle to be surplus property and no longer needed by the Village for a municipal purpose; and

WHEREAS, this Council finds and determines that it is appropriate for the Village of Chagrin Falls to sell the Vehicle to the Cuyahoga Community College District for a price of One hundred forty thousand dollars (\$140,000.00).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:

SECTION 1. That Council hereby declares the 1995 E One 75" aerial on a Cyclone Tilt cab chassis, VIN #4ENGAAA89S1004891, formerly used by the Village's Fire Department, to be surplus property, no longer needed for use by the Village of Chagrin Falls.

SECTION 2: That the Mayor be, and hereby is, authorized to enter into a Purchase and Sale Agreement with the Cuyahoga Community College District, a copy of which Agreement is attached hereto as "Exhibit A" and incorporated herein as if by reference, in order to sell the Vehicle for a price of One hundred forty thousand and 00/100 dollars (\$140,000.00) and to enter into any additional agreements, or take any further necessary actions, to implement the sale of said Vehicle as authorized herein.

SECTION 3. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 4. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 5. That this Ordinance shall take effect and be in force after the earliest period allowed by law.

PASSED: June 9, 2014



Council President

Submitted to the Mayor for
his approval on this
10 day of June, 2014


Approved by the Mayor

June 10, 2014



Mayor

I hereby certify that Ordinance No. 2014- 27 was duly enacted on the 9 day of June, 2014, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.



Clerk of Council

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into this 6 day of June, 2014, by and between the VILLAGE OF CHAGRIN FALLS, OHIO ("Seller"), an Ohio municipal corporation located at 21 Washington Street, Chagrin Falls, Ohio 44022, and CUYAHOGA COMMUNITY COLLEGE DISTRICT ("Buyer"), an Ohio community college district, with its principal place of business at 700 Carnegie Avenue, Cleveland, Ohio 44115.

It is agreed by the parties hereto as follows:

1. Seller agrees to sell, and Buyer agrees to buy, subject to the terms of this Agreement, a 1995 E One 75" aerial on a Cyclone Tilt cab chassis, VIN #4ENGAAA89S1004891 ("Vehicle"), for a total purchase price of One Hundred Forty Thousand Dollars (\$140,000.00) ("Purchase Price").
2. As of March 20, 2014, the Vehicle has approximately 14,161 miles and 811 hours.
3. Except as otherwise set forth herein, Buyer and Seller agree that the Vehicle is being purchased and sold in its present condition, "AS IS," without any representations or warranties, express or implied.
4. Seller agrees to maintain the Vehicle in good working order and repair while the Vehicle is in Seller's possession prior to the time of delivery. The parties acknowledge that areas of corrosion exist on the Vehicle, specifically rust near one rear light and chipping paint on all of the roll-up doors, as further depicted in the photographs attached hereto and incorporated herein by reference as Exhibit A, and agree that this corrosion will not be repaired by Seller.
5. Seller agrees to maintain the ladder certification for the Vehicle through 2014.
6. Seller agrees to be responsible for the Vehicle's 2014 annual pump test.
7. Buyer has the right to inspect the Vehicle prior to accepting delivery and to refuse to accept delivery if Buyer is not satisfied that the Vehicle is in substantially the same condition as on the date of this Agreement.

8. Seller agrees to deliver the Vehicle to Buyer within two (2) weeks of Seller receiving its new vehicle.

9. Seller agrees to cooperate with Buyer, to the extent necessary, in the transfer of title and in Buyer's registration of the Vehicle.

10. The Purchase price will be due to Seller from Buyer within ten (10) days of delivery of the Vehicle to Buyer.

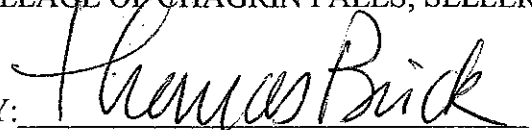
11. If Seller has not delivered Vehicle to Buyer on June 30, 2015, then Buyer shall have the option to terminate this Agreement immediately upon giving written notice to Seller and Buyer shall have no further obligations to Seller under this Agreement and it shall be null and void.

12. This Agreement constitutes the entire agreement between the parties. No other conditions, representations, warranties or agreements, expressed or implied, have been made or relied upon by the Buyer or Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

VILLAGE OF CHAGRIN FALLS, SELLER

BY:



Thomas Brick, Mayor

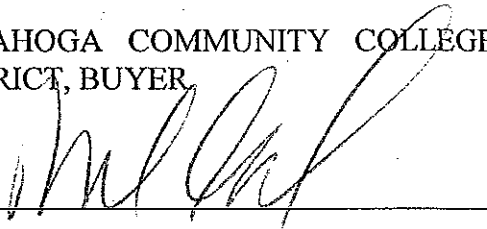
Approved as to legal form:



Stephen L. Byron, Law Director

CUYAHOGA COMMUNITY COLLEGE
DISTRICT, BUYER

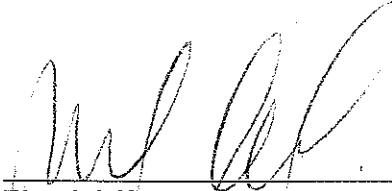
BY:



Mike Abouserhal, Vice President of
Administration and Finance

CERTIFICATION BY FISCAL OFFICER

The undersigned, as the Fiscal Officer for the Cuyahoga Community College District, certify that the money required for the within Purchase and Sale Agreement is in the treasury, to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.



Fiscal Officer

Date: 5/13/14