

# RECORD OF ORDINANCES

## ORDINANCE 10-2023

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR OF THE VILLAGE OF GENOA, OHIO TO ENTER INTO AN EQUIPMENT LEASE AGREEMENT WITH KANSAS STATE BANK / BAYSTONE GOVERNMENT FINANCE FOR THE PURPOSE OF LEASING WITH AN OPTION TO PURCHASE AS AN EMERGENCY REPLACEMENT AN F- 650 FORD DUMP TRUCK; AND DECLARING AN EMERGENCY.

WHEREAS: The Village is purchasing a new F-650 Ford Dump Truck as an emergency to replace a 2013 F-350 Ford dump truck. The purchase will be made from Liberty Ford, Maple Heights, Ohio 44137

WHEREAS: The Village will lease this equipment through the above-mentioned financial institutions for \$136,105.00 Attachment A.

SECTION 1: The Village Administrator is authorized to enter into a Lease agreement between the Village of Genoa and the Kansas State Bank/Baystone Government Finance, pursuant to the terms attached hereto as Exhibit B.

SECTION 2: It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3: That the passage of this Ordinance as an emergency measure is necessary to meet the financial obligations of the immediate preservation of the public peace, health, safety and welfare of our citizens

SECTION 4: This ordinance shall be in full force and effect immediately after its passage.

# RECORD OF ORDINANCES

WHEREAS: Be it ordained by the Council of the Village of Genoa,

Vote to suspend rules: For: 5 Against: 0

Vote on emergency clause: For: 5 Against: 0

Vote on final adoption: For: 5 Against: 0


**ADOPTED** 1-23-2023 As an emergency measure.

ATTEST:

  
Clerk of Council

  
President of Council

APPROVED AS TO FORM:

  
Village Attorney

APPROVED:

  
Mayor

## FISCAL OFFICER'S CERTIFICATE AS TO PUBLICATION

This is to certify that publication of the foregoing was duly made as provided in Ordinance 67-2017 adopted by the following method:

By posting certified copies thereof in the six (6) public places specified in Section 105.01 of the Codified Ordinance of the Village of Genoa Ordinance No.67-2017, said posting having been accomplished on the following date: 2-10, 2023.

  
Fiscal Officer

BA

**Liberty Ford Inc**  
**Commercial Vehicle Center**  
**Maple Heights, Ohio**  
 5500 Warrenville Center Rd  
 Maple Heights, OH 44137  
 (216) 662 3673 Ext. 2418  
 Fax: (216) 332 7790

SALESMAN - DJ McCarley

DATE 1/23/2023

CUSTOMER Village of Genoa  
 ADDRESS 102 E. 6th St. EMAIL \_\_\_\_\_  
 CITY Genoa STATE Oh ZIP 43430  
 COUNTY Ottawa PHONE 419-855-7791  
 CONTACT NAME Thomas Bergman COLOR White ENGINE 6.7 V8 Diesel  
 YEAR 2023 MAKE Ford MODEL F-650 MILEAGE 190  
 SERIAL NUMBER 1FDWX6DC9PDF03120 STOCK NUMBER \_\_\_\_\_ TC20046

PRICES ON ORDERED TRUCKS OR TRAILERS ARE SUBJECT TO CHANGE

SALE PRICE →	\$	82,370.00
V-Plow	\$	41,975.00
Dump Upfit	\$	11,475.00
	\$	-
	\$	-
	\$	-

EXTENDED WARRANTY PLAN → \$ -  
 DOCUMENTARY FEE → \$ 250.00

GROSS TRADE ALLOWANCE	\$ -	\$ 136,070.00	← TOTAL PRICE →	\$ 136,070.00
BALANCE OWED	\$ -	\$ -		
NET EQUITY	\$ -	\$ -		

Taxable Total		\$ 136,070.00	Ottawa	0.00%	SALES TAX →	\$ -
ALL TRADE-INS ARE SUBJECT TO A PHYSICAL APPRAISAL AT TIME OF DELIVERY						
TRADE:			FET (NEW) →		\$	-
YEAR			LICENSE FEE →		\$	15.00
MODEL			PLATE FEES →		\$	20.00
SERIAL NO.			NON-REFUNDABLE DEPOSIT →		\$	-
MORTGAGED BY			TRADE-IN EQUITY →		\$	-
PHONE			REBATE →		\$	-
			TOTAL →		\$	136,105.00
			DOWN PAYMENT →		\$	-
			TOTAL BALANCE DUE →		\$	136,105.00

If this is a credit sale, buyer is entitled to and will receive a fully completed disclosure statement setting forth the terms of the financing.  
 This contract is not assignable and not cancelable and all terms and conditions of this sale are contained on this and reverse side and the terms on the reverse side of this order are as much a part of the agreement as if written on this side and no other verbal understandings or promises whatsoever are a part of this agreement.  
 The customer certifies that he is 18 years of age or over and warrants that he is the true and lawful owner of the truck traded in and that it is free of all encumbrances whatsoever except as noted above.  
 The undersigned purchaser acknowledges that he has read and understands the conditions and terms of this contract as it appears on this and the reverse side and has received a copy of this order executed herewith.

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE STATED IN THIS DOCUMENT.  
 SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM(S).

FAILURE OF BUYER TO TAKE POSSESSION WITHIN TEN DAYS OF NOTIFICATION BY SELLER THAT THE VEHICLE IS READY MAY BE DEEMED BY SELLER AS A CANCELLATION OF THE CONTRACT BY THE BUYER.

CUSTOMER'S SIGNATURE \_\_\_\_\_

THIS TRUCK/TRAILER SOLD  
 XXXXXX WITH MANUFACTURERS STANDARD NEW TRUCK OR TRAILER WARRANTY  
 AS IS, I HEREBY MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE EXPRESSED OR IMPLIED, BY THIS DEALER OR HIS AGENT

NEGATIVE EQUITY:  
 I AM AWARE THE BALANCED OWED ON MY TRADE-IN VEHICLE OR AMOUNT OWED ON MY LEASE TURN-IN VEHICLE EXCEEDS THE TRADE-IN ALLOWANCE FROM DEALER AND, AS A RESULT, I HAVE REQUESTED THE CASH PRICE OF THE VEHICLE BE INCREASED BY \$ \_\_\_\_\_ TO COVER NEGATIVE EQUITY FROM MY TRADE-IN / AMOUNT OWED ON MY LEASE TURN-IN.

CUSTOMER'S ACCEPTANCE \_\_\_\_\_

SALESMAN DJ McCarley

ACCEPTED BY \_\_\_\_\_

THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER





Handwritten scribbles and the letter 'B' in the top left corner.



Baystone Government Finance

January 23, 2023

### FORMAL PROPOSAL

**OBLIGOR:** VILLAGE OF GENOA, OHIO

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the seven (7) year term.

**EQUIPMENT:** ONE (1) 2023 FORD F-650 WITH PLOW AND DUMP BODY

**OPTION 1**

Acquisition Cost:	\$136,105.00	Term:	Seven (7) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$22,383.61
Trade In:	\$ 0.00	Interest Rate:	4.970%		
Principal-Balance:	\$136,105.00	Rate Factor:	0.164458		

**OPTION 2**

Acquisition Cost:	\$136,105.00	Term:	Seven (7) years	First Payment Due:	One Year from Close
Down Payment:	\$ 0.00	Payment Mode:	Annual in Arrears	Payment Amount:	\$23,513.12
Trade In:	\$ 0.00	Interest Rate:	4.990%		
Principal Balance:	\$136,105.00	Rate Factor:	0.172757		

- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before February 6, 2023. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

**BAYSTONE GOVERNMENT FINANCE**

**VILLAGE OF GENOA, OHIO**

Aaron Lindsten ~ alindsten@ksstate.bank  
Vice President

Signature

Title

Date

1/24/2023

1010 Westloop Place, Manhattan, KS 66502  
800.752.3562 ~ Fax: 785.537.4806

