

**ORDINANCE NO. 21-2025**

**AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A PURCHASE ORDER FOR NECESSARY EQUIPMENT, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Administrator for the Village of Fairfax, Ohio (the "Village") recommended the purchase of a backhoe (the "Backhoe") for the Village Maintenance Department and related operations; and

**WHEREAS**, the Village obtained a quote through Sourcewell, a joint purchasing program, for the purchase of the Backhoe in the amount of \$124,547.52; and

**WHEREAS**, as established by prior legislation of this Council, the Village may participate in the Sourcewell joint purchasing program under R.C. 9.48(B)(2); and

**WHEREAS**, the Village may purchase the Backhoe through Sourcewell without further competitive bidding; and

**WHEREAS**, in the alternative under R.C. 125.04(C), the Village may purchase a Backhoe from another party on equivalent terms, conditions, and specifications, but at a lower price than a state bid or joint purchasing program such as Sourcewell, without competitive selection procedures otherwise required by law; and

**WHEREAS**, the Village obtained an acceptable quote for the equivalent purchase of the Backhoe in the form of a purchase order from Southeastern Equipment Company attached hereto as Exhibit A; and

**WHEREAS**, such quote from Southeastern Equipment Company is in the amount of \$91,302.00, which is a lower price than the quote from Sourcewell; and

**WHEREAS**, under R.C. 731.14 and 731.141, when such an expenditure exceeds \$77,250 (\$75,000 plus three percent) for the year 2025, the expenditure shall first be authorized and directed by ordinance of this Council after satisfying any applicable bid requirements; and

**WHEREAS**, based on the quote from Southeastern Equipment Company and the law cited above, this Council must approve a purchase order for the Backhoe prior to its purchase; and

**WHEREAS**, the Village Administrator, therefore, recommends entering into the purchase order attached hereto as Exhibit A, and this Council concurs, having satisfied all statutory requirements for said purchase;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Fairfax, State of Ohio, that:

**SECTION I:** The Village Administrator is hereby authorized to enter into the purchase order attached hereto as Exhibit A for the purchase of the Backhoe from Southeastern Equipment Company, subject to administratively acceptable modifications of a non-material nature.

**SECTION II:** This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and general welfare and shall be effective immediately. The reason for said declaration of emergency is the immediate need to secure favorable pricing under the terms of the subject purchase order.

Passed this 18<sup>th</sup> day of August, 2025.



Mayor

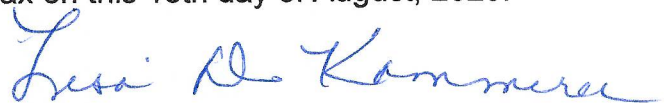
ATTEST:



Fiscal Officer

**CERTIFICATE**

I hereby certify this to be a true and correct copy of Ordinance No. 21-2025 adopted at a meeting of the Council of the Village of Fairfax on this 18th day of August, 2025.



Fiscal Officer



# SALES ORDER

**Purchaser:**

VILLAGE OF FAIRFAX  
Contact:  
5903 HAWTHORNE AVE  
FAIRFAX, OH 45227  
P: 513-271-7012  
E:

Account #: 532062

County: Hamilton, OH

Ship To:

**Selling Branch & Salesperson:**

404 Breaden Rd., Monroe, OH 45050

Salesperson: John Merz  
P: (513) 539-9214  
E: jmerz@southeasternequip.com  
Quote #: 20250807-105912647

**Financed by:**

Date: 08/07/2025

Hours: 4

## Order Summary:

Equipment # Item # Serial #	Year, Make, Model	Product Notes	Price
NZHH10554 FNH580SVNZHH10554	2023 CASE 580SV	580SV TC CP 4WD -580SV TC CP 4WD 580SVT4 -580SV TC T4B 4WD -MFD  745192 -4WD STD TRANS 745192 8278741 -PN 14-17.5 GALAXY 8362694 -PN 21L-24 EZ Rider Galaxy 742292 -Heavy Front Counterweight 745190 -PILOT CONTROLS 728733 -Backhoe Mech. Quick Coupler 742388 -24" HD Backhoe Bucket 720536 -Reversible Pads 728537 -1.3 cu. yd. bkt w/Cutting Edge 745293 -3SPL Ldr Aux Hyd Cir 745287 -CAB 742873 -DE LUXE SEAT W/2 IN 745220 -UNI-AUX SWITCH 745198 -BHOE EXT 15FT COMMON 742019 -Glide Ride 745284 -STD Working Lights 861321 -Dual Batteries 742085 -OPER. MANUAL CASE E 747875 -Tool box 742015 -MECH. TRANSPORT LOCK	\$85,000.00
SOUTHEASTERN PRE-DELIVERY INSPECTION		SOUTHEASTERN PRE-DELIVERY INSPECTION	\$1,295.00
FREIGHT FROM S.E. BURLINGTON KY TO THE VILLAGE OF FAIRFAX		FREIGHT FROM S.E. BURLINGTON KY TO THE VILLAGE OF FAIRFAX	\$500.00
ADDITIONAL 24 MONTHS/2000 HOURS PREMIER EXTENDED WARRANTY OPTION:		ADDITIONAL 24 MONTHS/2000 HOURS PREMIER EXTENDED WARRANTY OPTION:	\$4,507.00
Total Equipment Price			\$91,302.00

Total Equipment Price	\$91,302.00	Fuel, DEF, and Other	\$0.00	Sales Tax	\$0.00
Final Trade-In Amount	\$0.00	Freight/Trucking	\$0.00	FET Tax	\$0.00
Applied Rent	\$0.00	Title & License Fees	\$0.00	Down Payment	\$0.00
Carrying Charge	\$0.00	Total Trade Payoff	\$0.00		
Total After Tax & Payoff				\$91,302.00	
Estimated Balance Due (after down payment)				\$91,302.00	





# SALES ORDER

Account #: 532062  
County: 061  
Ship To:

Salesperson: John Merz  
E: jmerz@southeasternequip.com  
Quote #: 20250807-105912647

Date: 08/07/2025  
PO #: N/A  
Contract #:

## Trade Equipment:

Equipment # / Item # / Serial #	Year, Make, Model	Product Notes	Trade-In Allowance
		Freight to Southeastern Equipment	(\$0.00)
Total Value:			\$0.00

## NOTES:

This pricing is valid if invoiced in July as our Case discounts are gone after July. CASE STANDARD MANUFACTURERS WARRANTY: 12 MONTHS OR 1000 HOURS
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## EQUIPMENT DELIVERY INFORMATION

Transfer of Ownership	
Delivery Method	
Customer Requested Delivery Date	—
Delivery Info	

Line Item Name	Description	Months	Total Engine Hours	Expires	Price
Total Warranty Price					\$0.00

	Customer Initials
I have elected <b>NOT TO TAKE</b> any extended warranty options with the purchase of this equipment.	
I have elected <b>NOT TO TAKE</b> any preventative maintenance plan with the purchase of this equipment	



# SALES ORDER

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County: 061  
Ship To:

Salesperson: John Merz  
E: jmerz@southeasternequip.com  
Quote #: 20250807-105912647

Date: 08/07/2025  
PO #: N/A  
Contract #:

## TERMS & CONDITIONS

**A. DEFINITIONS.** Seller is Southeastern Equipment Co. Inc.; Purchaser is the entity denoted above in the box titled purchaser; collectively Seller and Purchaser may be referred to as Parties; Equipment is new or used equipment being purchased by Purchaser; Trade-In Equipment is equipment being sold by Purchaser to Seller in exchange for a credit only applied to this sale; and Agreement is this contract for the sale and Trade-In of equipment between the Parties.

**B. PRICE AND PAYMENT.** The Purchaser and Seller agree that the Total Amount Due will be finally determined by Seller on the date of Delivery of the Equipment based on the manufacturer invoice plus any surcharges from the manufacturer. Seller hereby does sell, convey and transfer title to Purchaser for Equipment upon full payment of the Balance Due, as calculated pursuant to this Agreement. Purchaser shall remit payment to Seller by cash, check, electronic wire, ACH or other reasonable commercially acceptable method of payment within thirty (30) days of Delivery of Equipment if Purchaser has established line of credit with Seller or immediately upon Delivery of Equipment if no line of credit is established. A finance charge of 1.5% per month (or the maximum amount permitted under applicable state law) will be assessed on all past due balances. All additional taxes or fees owed because of the sale are the responsibility of the Purchaser. **SELLER RETAINS A SECURITY INTEREST IN THE EQUIPMENT UNTIL THE FULL PURCHASE PRICE IS RECEIVED BY SELLER.**

**C. DELIVERY OF EQUIPMENT.** Seller will make Equipment available according to the delivery instructions contained herein. If no instructions are included, the Seller will make Equipment available at the location where the Equipment is located. Purchaser is responsible for all shipping and trucking costs, including loading and unloading, permits and other expenses. Costs may be included in the Total Amount Due if trucking has been predetermined. Any change in delivery location may result in additional charges to be borne by Purchaser. Special order Equipment will be made available once delivery is received by Seller from Equipment supplier. Unless Seller is using Seller's in-house trucking services, Equipment is delivered FOB Seller's location. Seller reserves the right to subcontract or assign Seller's obligation to deliver Equipment. Seller reserves the right to substitute Equipment that is the same year, condition, make, model, within ten (10) hours on the hour meter, and of the same or better configuration without breach of this Agreement or notice.

**D. CONDITION OF EQUIPMENT.** ALL EQUIPMENT IS SOLD AS IS, WHERE IS UNLESS OTHERWISE STATED IN THIS AGREEMENT. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS, EXCEPT FOR WARRANTY EXPRESSLY MADE ON THIS AGREEMENT. Manufacturer warranty does not in itself create a warranty by Seller. Any reference to hour meters on used equipment is for informational purposes only. Purchaser should inspect any used equipment prior to purchase. Purchaser acknowledges warning and responsibility for inspecting all equipment and ensuring equipment meets any and all applicable safety and operational guidelines and laws for use, including the standards set forth in the Federal Occupational Safety and Health Act of 1970, as amended and restated.

**E. TRADE-IN EQUIPMENT.** If Trade-In Equipment is included on this Agreement, Purchaser hereby bargains, sells and conveys unto Seller the Trade-In Equipment and represents and warrants that Purchaser has marketable title free and clear of any encumbrances, liens, and security interests except to the extent included in the trade payoff number and title disclosed to Seller. If Trade-In Equipment is not delivered to the Seller prior to delivery of the Equipment to Purchaser, the Trade-In Equipment may be reappraised at the sole discretion of Seller and such reappraisal value shall determine the allowance made for such Trade-In Equipment. In the event the Trade-In Equipment appraisal value is less than the original allowance for said equipment, the Purchaser may terminate this order, however, termination will only be valid if received prior to delivery of Equipment.

**F. LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY PURCHASER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE RELEVANT EQUIPMENT. Seller shall not be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond Seller's reasonable control ("Force Majeure"). Force Majeure shall include, but are not limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, and labor disputes. In the event delivery of Equipment is delayed more than thirty (30) days because of Force Majeure, Purchaser may cancel all or part of its purchase of Equipment.

### G. MISCELLANEOUS.

Due to price fluctuations in the market, Seller reserves the right to pass on any price increase or surcharge to the Purchaser and Purchaser agrees to pay it pursuant to the terms set forth in paragraph B. This Agreement constitutes the complete agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, representations, discussions, proposals, literature, and the like written or oral. This Agreement may not be modified or amended except in a writing signed by an authorized representative of the Seller and Purchaser. Use of headings in this Agreement are for convenience only and are not to be construed in the meaning of the instrument. This Agreement may be executed in counterparts and any scan, copy or facsimile will be deemed valid as an original copy. In the event any provision of this Agreement is determined to be unlawful or against public policy and found invalid or unenforceable, the remaining provisions will remain in full force and effect. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent breach. This Agreement, and all matters arising out of or relating to this Agreement, are governed by the laws of the State of Ohio. Any legal action or proceeding

relating to this Agreement may only be brought within the jurisdiction of Guernsey County, Ohio.

**H. AUTHORITY AND UNDERSTANDING.** In signing this Sales Order, you represent that you have the authority to sign on behalf of the Purchaser for the purchase of Equipment and disposition of Trade-In Equipment, you have read and fully understand all terms of this Agreement, and you acknowledge receipt of a fully complete and accurate copy of this Agreement and waive notice of the acceptance or rejection of the Purchaser's offer by the Seller.

**I. IF CUSTOMER PAYS ANY BALANCE OWED UNDER THIS SALES ORDER USING CREDIT/CHARGE CARD, SOUTHEASTERN RESERVES THE RIGHT TO CHARGE AN ADDITIONAL 3% OF THE TOTAL INVOICE AS A CONVENIENCE FEE WHICH CUSTOMER HEREBY AGREES TO PAY.**

Southeastern Equipment (Seller)	Customer Name (Purchaser):
Print Name: _____	Print Name: _____
Date: _____	Date: _____
Sign: _____	Sign: _____