

CITY OF OBERLIN, OHIO

ORDINANCE No. 12-09 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SUNNYSIDE CHEVROLET OF ELYRIA, OHIO, FOR THE PURCHASE OF TWO 2012 CHEVROLET TAHOES FOR THE OBERLIN POLICE DEPARTMENT AND DECLARING AN EMERGENCY

BE IT ORDAINED By the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That pursuant to Ohio Revised Code Section 125.04 and City of Oberlin Resolution No. R88-7, the City Manager is hereby authorized and directed to enter into a contract with Sunnyside Chevrolet, of Elyria, Ohio, for the purchase of two (2) 2012 Chevrolet Tahoe vehicles for the Oberlin Police Department for a total purchase price of \$52,592.00 (\$26,296.00 each).

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this 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 Ohio Revised Code.


SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:

“to authorize the purchase of two police vehicles as soon as possible to ensure the efficient operation of the police department,” and shall take effect immediately upon passage.

PASSED: 1st Reading – February 21, 2012
2nd Reading – March 5, 2012 (S, E)
3rd Reading –

ATTEST:


BELINDA B. ANDERSON, CMC
CLERK OF COUNCIL


RONNIE J. RIMBERT
PRESIDENT OF COUNCIL

POSTED: 03/06/2012

EFFECTIVE DATE: 03/05/2012



DEAL#: 2539

1100 East Broad Street • Elyria, Ohio 44035
(440) 365-7311

PURCHASER: CITY OF OBERLIN DATE: 05/17/2012
 ADDRESS: 69 SOUTH MAIN ST
 CITY: OBERLIN STATE: OH ZIP: 44074
 RESIDENCE PHONE: (440)774-1061 WORK PHONE: (440)774-1061
 EMAIL ADDRESS: TMILLER@CITYOFBERLIN.COM WORK
 LAST 4 DIGITS OF SOCIAL SECURITY #: 2073 COUNTY OF RESIDENCE: LORAIN
 DRIVER'S LICENSE #, STATE, EXPIRATION DATE: SALESPERSON: HIGGINS, JASON

CHECK ALL THAT APPLY:
 New Used Rental Demonstrator Factory Official
 YEAR: 2012 MAKE: CHEV MODEL: TAHO TRIM: UT BODY: BLACK
 VIN: 1GNLC2E00CR299070 COLOR: BLACK
 STOCK NO.: 90755 INSURANCE CO. & PHONE NO.:
 TRANS.:

VEHICLE TO BE TRADED-IN
 YEAR: MAKE: MODEL: TRIM: BODY: COLOR: VIN:

SECOND TRADE VEHICLE
 YEAR: MAKE: MODEL: TRIM: BODY: COLOR: VIN:

MILEAGE ON VEHICLE BEING PURCHASED: 3
 Accurate Unless Marked Not Accurate NOT ACCURATE
 DOES THE TRADE HAVE A SALVAGE/FLOOD VEHICLE HISTORY? YES NO
 MILEAGE ON TRADE IN: Accurate Unless Marked Not Accurate NOT ACCURATE

DEPOSIT (PARTIAL PAYMENT) RECEIPT
 Purchaser hereby provides to the Dealer the sum of \$ _____ as a Non-Refundable Deposit for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for N/A days from the date of deposit.
 X _____

FINANCE APPROVAL
 This agreement is subject to final approval through NONE tier _____. I grant Sunnyside Automotive the authority to search for alternative financing in the event the above source will not grant my original credit request. I understand that I may cancel this agreement if those terms are not acceptable to me.
 X _____

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

ARBITRATION
 By executing this contract I agree to the arbitration terms listed on the back of this agreement.

SELLING PRICE OF VEHICLE	\$ 26281.00
OPTIONAL EQUIPMENT / OTHER PRODUCTS	
DOCUMENTARY FEE	250.00
TOTAL PRICE	26281.00
TRADE-IN ALLOWANCE(S)	
TAX BASE	26281.00
SALES TAX	% →
TITLE FEE	15.00
REGISTRATION FEE	
BALANCE OWED TO	
PLUS: PAYOFF ON TRADE VEHICLE(S)	
TOTAL DUE	\$ 26296.00
LESS INITIAL PAYMENT/CASH DOWN	
LESS REBATE/FACTORY INCENTIVE	
BALANCE DUE	\$ 26296.00

All warranties, if any, by a manufacturer or supplier other than dealer are theirs, NOT dealer's, 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's on its own behalf, dealer's hereby disclaims all warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose in connection with the vehicle and/or any services sold by dealer. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle and the related products and services. In the event that a 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 terms of the written warranty/service contract. Seller shall also have a security interest in the proceeds of any insurance policy required or purchased in conjunction with this agreement and/or any unearned premiums of such policies. If the purchase of the motor vehicle described herein is to be financed, all disclosures required by Revised Regulation Z, Truth-in-Lending Simplification Act, will be made by the lending institution (creditor) to the purchaser at the time purchaser is to be contractually obligated on the credit transaction. If the purchase of the motor vehicle described herein is to be financed, the Annual Percentage Rate (APR) may be negotiated with the dealership and the dealership may receive a fee, commission, or other compensation for providing, procuring, or arranging financing. NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are printed or written and/or contained in documents incorporated herein by reference on the front and back of this Retail Purchase Order. I understand this order requires the acceptance of the dealer or authorized agent. The undersigned purchaser agrees to the terms and conditions of this contract and hereby acknowledges receipt of the order and that the purchaser has read the terms and conditions on the front and back of this order. I represent that I am eighteen (18) years of age or over.

The information you see on the window form of this vehicle is part of this contract. The information on the window form overrides any contrary provisions in the contract of sale. 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 CONTRACT PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCZ LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

This contract is not binding unless accepted by seller and credit is approved, if applicable, "See Spot/Conditional Delivery Agreement and Retail Installment Contract and/or Loan Agreement fully incorporated herein."

X _____ DATE 17 MAY 2012
 Dealer or Authorized Signature

X City of Oberlin DATE 17 MAY 2012
 Accepted by Purchaser
 X _____ DATE 17 MAY 2012
 Accepted Co-Buyer



1100 East Broad Street • Elyria, Ohio 44035
(440) 365-7311

DEAL#: 2538

CITY OF OBERLIN

05/17/2012

CHECK ALL THAT APPLY: <input checked="" type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Rental <input type="checkbox"/> Demonstrator <input type="checkbox"/> Factory Official				RESIDENCE PHONE (440)774-1061		WORK PHONE (440)774-1061	
YEAR 2012	MAKE CHEV	MODEL TAHO	TRIM UT	BODY	EMAIL ADDRESS TMILLER@CITYOFOBERLIN.COM	CELL PHONE WORK	
VIN 1GNLC2E07CR297106			COLOR BLACK		LAST 4 DIGITS OF SOCIAL SECURITY # 2073		COUNTY OF RESIDENCE LORAIN
TRANS.	STOCK NO. 90740	INSURANCE CO. & PHONE NO.			DRIVER'S LICENSE #, STATE, EXPIRATION DATE		SALESPERSON HIGGINS, JASON

VEHICLE TO BE TRADED-IN							
YEAR	MAKE	MODEL	TRIM	BODY	COLOR	VIN	
SECOND TRADE VEHICLE							
YEAR	MAKE	MODEL	TRIM	BODY	COLOR	VIN	

MILEAGE ON VEHICLE BEING PURCHASED: <u>3</u> Accurate Unless Marked Not Accurate <input type="checkbox"/> NOT ACCURATE	DOES THE TRADE HAVE A SALVAGE/FLOOD VEHICLE HISTORY? <input type="checkbox"/> YES <input type="checkbox"/> NO	MILEAGE ON TRADE IN: _____ Accurate Unless Marked Not Accurate <input type="checkbox"/> NOT ACCURATE
---	--	---

DEPOSIT (PARTIAL PAYMENT) RECEIPT Purchaser hereby provides to the Dealer the sum of \$ _____ as a Non-Refundable Deposit for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of deposit. <input checked="" type="checkbox"/> N/A	SELLING PRICE OF VEHICLE	\$ 26281.00
	OPTIONAL EQUIPMENT / OTHER PRODUCTS	
	DOCUMENTARY FEE	250.00
	TOTAL PRICE	26281.00

FINANCE APPROVAL This agreement is subject to final approval through <u>NONE</u> tier _____. I grant Sunnyside Automotive the authority to search for alternative financing in the event the above source will not grant my original credit request. I understand that I may cancel this agreement if those terms are not acceptable to me. <input checked="" type="checkbox"/>	TOTAL PRICE	26281.00
	TRADE-IN ALLOWANCE(S)	
	TAX BASE	26281.00
	SALES TAX _____ %	

NEGATIVE EQUITY DISCLOSURE & CONSENT: I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ _____ (known as negative equity). <input checked="" type="checkbox"/>	TITLE FEE	15.00
	REGISTRATION FEE	
	BALANCE OWED TO PLUS: PAYOFF ON TRADE VEHICLE(S)	
	TOTAL DUE	\$ 26296.00

ARBITRATION By executing this contract I agree to the arbitration terms listed on the back of this agreement.	LESS INITIAL PAYMENT/CASH DOWN	
	LESS REBATE/FACTORY INCENTIVE	
	BALANCE DUE	\$ 26296.00

All warranties, if any, by a manufacturer or supplier other than dealer are theirs, NOT dealer's, 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's on its own behalf, dealer's hereby disclaims all warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose in connection with the vehicle and/ or any services sold by dealer. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle and the related products and services. In the event that a 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 terms of the written warranty/service contract. Seller shall also have a security interest in the proceeds of any insurance policy required or purchased in conjunction with this agreement and/or any unearned premiums of such policies. If the purchase of the motor vehicle described herein is to be financed, all disclosures required by Revised Regulation Z, Truth-in-Lending Simplification Act, will be made by the lending institution (creditor) to the purchaser at the time purchaser is to be contractually obligated on the credit transaction. If the purchase of the motor vehicle described herein is to be financed, the Annual Percentage Rate (APR) may be negotiated with the dealership and the dealership may receive a fee, commission, or other compensation for providing, procuring, or arranging financing. **NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER** and all terms of the agreement are printed or written and/or contained in documents incorporated herein by reference on the front and back of this Retail Purchase Order. I understand this order requires the acceptance of the dealer or authorized agent. The undersigned purchaser agrees to the terms and conditions of this contract and hereby acknowledges receipt of the order and that the purchaser has read the terms and conditions on the front and back of this order. I represent that I am eighteen (18) years of age or over.

TITLE FEE	15.00
REGISTRATION FEE	
BALANCE OWED TO PLUS: PAYOFF ON TRADE VEHICLE(S)	
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 "See Spot/Conditional Delivery Agreement and Retail Installment Contract and/or Loan Agreement fully incorporated herein."

X [Signature] DATE 17 MAY 2012
 Accepted by Purchaser

X [Signature] DATE 17 MAY 2012
 Dealer or Authorized Signature

X [Signature] DATE 17 MAY 2012
 Accepted Co-Buyer