

RESOLUTION 17-75

**A RESOLUTION TO AUTHORIZE THE PURCHASE OF
A PICKUP TRUCK FOR THE PUBLIC WORKS DEPARTMENT**

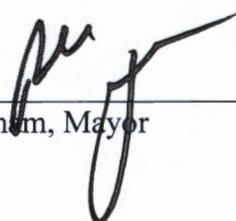
WHEREAS, the City of Spring Hill, Public Works Department is in need of one replacement pickup truck in the streets department; and

WHEREAS, City Staff would like to purchase a used vehicle in accordance with the City's Purchasing Manual (Section XI: Second Hand Purchases); and

WHEREAS, insurance claim funds have been received in the amount of \$15,500.00 that will be applied towards the purchase.

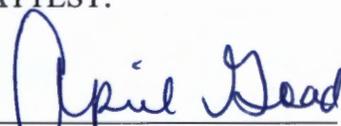
NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorizes the purchase of one used pickup truck in the amount not to exceed \$18,000.00 total expense as recommended by the Budget Finance Advisory Committee on July 3, 2017.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 17th day of July, 2017.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



DATE: June 27, 2017
TO: BFAC / BOMA
FROM: Jeff Foster, Public Works Director
RE: Authorization to purchase (1) used pickup truck

OVERVIEW: The Public Works Department requests authorization to purchase (1) used pickup truck for the street departments.

HIGHLIGHTS:

- This request is to purchase (1) used pickup truck to replace a totaled truck in the streets department budget.

PROJECT/CONTRACT UPDATES:

- This request is in accordance with the City's Purchasing Manual (Section XI).
- Cost of vehicle will not exceed \$18,000.00 with insurance claim funds of \$15,500.00 applied towards total cost. The remaining funds will be expensed from the streets department 2017-2018 operating budget.

Staff is requesting a used vehicle to meet budget appropriations.

- **ACTION ITEMS:**
- Request that this authorization to purchase be approved.

CONCERNS/ISSUES/PROBLEMS:

- None

The surface this label will be applied to **MUST** be clean and dry prior to application



Tennessee Department
of Revenue

Retain this document in the associated
vehicle until receipt of the official
Tennessee Certificate of Vehicle Registration.

MAKE CHEVROLET		MODEL SILVERADO	
YEAR 2009	COLOR GRAY	VIN 3GCEK23309G229045	
PLATE NUMBER QYAW7WC		PLATE STATE TN	PLATE EXPIRATION 08-17-2017
OWNER INFO CITY OF SPRING HILL P O BOX 789 SPRING HILL, TN - 37174 MAURY			



MIRACLE FORD
1394 Nashville Pike • Gallatin, TN 37066



JIM ODELL
Sales Manager

Bus: (615) 452-5267
Fax: (615) 452-1566
Cell: (615) 351-3768
miracleford@gmail.com

MIRACLE AUTOMOTIVE GROUP

MIRACLE CHRYSLER-DODGE-JEEP, INC.
 1290 NASHVILLE PIKE
 GALLATIN, TN 37066

MIRACLE FORD, INC.
 1394 NASHVILLE PIKE
 GALLATIN, TN 37066

STOCK NUMBER
T13777C

CITY OF SPRING HILL, TN

PURCHASER'S NAME: PO BOX 789 SPRING HILL TN 37174 DATE: 07/18/2017
 ADDRESS: _____ PHONE: (931)384-0637

S.S. NO. _____ D.O.B. _____ BUS. PHONE _____
 MAKE: HEVROLET TRUCK MILEAGE: 101215 BODY TYPE: 4WD CREW CAB 143 5" YEAR MODEL: 2009
 SERIES: SILVERADO 1500 XX SERIAL NO.: 3GCEK23309G229045 COLOR: GRAYSTONE METAL CYLINDER: 8
 NEW USED DEMO OTHER CASH SELLING PRICE: \$ 17494.51

ADDITIONAL ACCESSORIES		ACC. TOTAL	\$	N/A
		SERVICE CONTRACT	\$	N/A
		GAP INSURANCE	\$	N/A
		SUB-TOTAL	\$	17494.51

You are purchasing a service contract from a company other than Chrysler Corporation/Ford Motor Company. Chrysler/Ford does not stand behind it. If you need repairs that are not covered by your Chrysler/Ford warranties, you should contact the company that provided the service contract before contacting Chrysler/Ford.	CUSTOMER SERVICES	\$	N/A	
	BUSINESS TAX CHAPTER 387	\$	N/A	
	7% STATE TAXES \$	N/A	SINGLE ARTICLE SALES TAX \$	N/A
	TITLE, LICENSES, TRANSFERS, DO TAG, REG., Etc.	\$	5.50	
	Processing fee represents Dealer's recovery of administrative overhead expenses plus profit	PROCESSING FEES	\$	499.99
TOTAL CASH DELIVERED PRICE		\$	18000.00	

GROSS ALLOWANCE ON TRADE-IN		\$	N/A
C R E D I T S	LESS BALANCE OWING TO -	\$	N/A
	CASH DEPOSIT \$ () CASH TO BE PAID ON DELIVERY \$ <u>18000.00</u>) TOTAL CASH PAID \$ <u>18000.00</u>	\$	N/A
OUTSIDE FINANCING LIEN HOLDER:		TOTAL CREDITS	\$ <u>18000.00</u>

DESCRIPTION OF TRADE IN					
YEAR	MAKE	MODEL	MILES	CYL.	
			N/A		UNPAID BALANCE
			N/A		H & A Ins. \$ <u>N/A</u> *Cr. Life Ins. \$ <u>N/A</u> *
					UNPAID BALANCE
					A.P.R. <u>N/A</u> TIME SALES CHARGE*
APP#	OUTSIDE INS. AGENT				DEFERRED PAYMENT PRICE*
					\$ <u>18000.00</u>

CASH DEAL

CONTRACT TO BE PAID TO _____ IN 1 INSTALLMENTS OF \$ N/A EACH AND _____
 INSTALLMENT(S) OF N/A DUE _____ FIRST INSTALLMENT DUE 09/01/2017

As used in this Order, the terms, (a) "DEALER" shall mean Miracle Automotive Group, (b) "PURCHASER" shall mean party or parties executing this Order as such, and (c) "MANUFACTURER" shall mean the entity(s) that manufactured the vehicle and/or the chassis and/or body and/or the conversion. DEALER is in no respect agent of MANUFACTURER and the MANUFACTURER is not a party to this contract. PURCHASER has this day purchased from DEALER the above described vehicle and accessories with the terms and conditions as set out herein.

Unless a separate written instrument showing the terms of a DEALER Warranty is furnished to PURCHASER by DEALER, the vehicle purchased by PURCHASER is sold by DEALER AS-IS - WITHOUT WARRANTY OR GUARANTEE. DEALER hereby DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER acknowledges that PURCHASER has had an opportunity to examine the vehicle and is satisfied with the vehicle. PURCHASER accepts the vehicle WITH ALL FAULTS.

If the vehicle described above as being purchased by PURCHASER is a used motor vehicle, the DEALER shall have the right to substitute another vehicle, or extras, or tires, or accessories, or combination of same of equal or greater comparable value. Should DEALER'S title prove defective, then PURCHASER shall have the option of accepting said replacement or substitutes or declaring the Order null and void.

In selling used vehicle, the DEALER represents the year model of the vehicle based on the body appearance but DEALER does not guarantee the year of the above described motor vehicle.

If the vehicle being purchased is a "used motor vehicle", the information as set out on the window form (BUYER'S GUIDE) for the vehicle described above overrides any contrary provisions in the Order.

In the event PURCHASER is trading in a motor vehicle, PURCHASER does hereby bargain, sell and transfer to DEALER the motor vehicle described under the section "Description of Trade-in". PURCHASER warrants the motor vehicle is free and unencumbered except to the extent and in the amount set out above. In the event the trade-in is not delivered to and left with DEALER at the time this contract becomes effective, the DEALER has the absolute right to reappraise the trade-in at the time of delivery of the trade-in by PURCHASER to the DEALER. The total credit allowed for the trade-in shall be adjusted in accordance with the appraisal at the time of final delivery to DEALER. PURCHASER has disclosed all faults of trade-in on the separate "Trade-in Disclosure" form.

In connection with the purchase of the above described automobile, you will sign various agreements. None of the agreements merge into the other agreement and each agreement is executed for a specific purpose. As to the specific purpose for which each document is executed, the terms and conditions of that agreement shall be controlling. The Dealer is not bound by any verbal representations made by any party and none of the agreements executed by the PURCHASER shall be modified, varied or amended except in writing signed by the DEALER.

Where an application for credit is made to DEALER, the application for credit will be submitted to one or more of the following: Chrysler Credit Corporation/Ford Motor Credit; Bank of America, or any other similar financial institution in and about the area. This agreement shall not be binding, if a credit sale to be arranged through the DEALER, until (1) DEALER has made all disclosures required under the Federal Consumer Credit Protection Act or Regulation Z and (2) a reputable and responsible bank or financial institution has agreed to provide financing. This DEALERSHIP may be compensated by your lender for participating in the arrangements which allow you to pay for or lease your vehicle over time. Depending upon the financial arrangements, you may be able to negotiate the interest rate on your loan. You always have the right to arrange your own financing. If you have any questions please ask the finance and insurance manager who assisted you. In the event the PURCHASER has elected to secure independent financing, that financing without the assistance of the DEALER, or when DEALER, or when PURCHASER is to pay cash, this Order is binding upon the PURCHASER as soon as this Order has been accepted by an authorized agent (not the salesperson) of the DEALER. Where the PURCHASER has arranged independent financing or is paying cash, the DEALER may withhold delivery of the motor vehicle pending the clearing of any check(s) or draft(s) given for payment. If the instrument given for payment fails to clear, DEALER may consider the PURCHASER as having breached this agreement.

Upon this Order becoming effective, should PURCHASER fail to purchase the above described motor vehicle in accordance with the terms set out herein, the PURCHASER shall have breached this agreement. In the event of breach, the DEALER may cancel this Order and without waiving any other rights that DEALER may have, DEALER may elect to collect liquidated damages in the amount of twenty-five percent (25%) of the cash selling price as shown above or Two-Thousand Five Hundred Dollars (\$2,500.00) whichever is greater. At the time this contract becomes effective, DEALER may sell the trade-in of the PURCHASER and once said trade-in is sold by DEALER, the value of the trade-in shall be the amount received by the DEALER for the sale of said vehicle of its cash equivalent - adjustments to be made for any over allowances. In the event of breach of this contract by the PURCHASER, DEALER shall be entitled to recover from PURCHASER any attorney's fees and other expenses incurred by DEALER.

In the event of any delay in delivering the motor vehicle purchased pursuant to this order, DEALER shall not be liable for same if caused by the MANUFACTURER and/or converter, or by accident, strike, fire, or any other cause not in the direct control of DEALER. DEALER shall further not be liable for any changes in design made by the MANUFACTURER and/or converter.

SALESPERSON: MICHAEL L DOBSON SIGNED: [Signature] PURCHASER
 ACCEPTED - MIRACLE AUTOMOTIVE GROUP
 BY: MICHAEL L DOBSON SIGNED: [Signature] PURCHASER
 Subject to Terms and Conditions noted above.



**TENNESSEE DEPARTMENT OF REVENUE
ODOMETER DISCLOSURE STATEMENT**

FEDERAL and STATE LAW requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, MIRACLE FORD INC SELLER OR TRANSFEROR'S NAME (PLEASE PRINT)

certify to the best of my knowledge that the odometer reading on the vehicle described below is the actual mileage of the vehicle unless one of the following statements is checked:

101215 ODOMETER READING (NO TENTHS)

- 1 I hereby certify that the mileage stated is in excess of the mechanical limits of the odometer.
- 2 The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE CHEVROLET TRUCK	MODEL SILVERADO 150	BODYTYPE 4WD CREW C
VEHICLE IDENTIFICATION NUMBER 3GCEK23309G229045		YEAR 2009

1394 NASHVILLE PIKE GALLATIN TN 37066

SELLER OR TRANSFEROR'S ADDRESS CITY STATE ZIP CODE

X *Adam Odell* 07/18/2017
SELLER OR TRANSFEROR'S SIGNATURE DATE OF THIS STATEMENT

CITY OF SPRING HILL, TN

BUYER OR TRANSFEREE'S NAME (PLEASE PRINT)

PO BOX 789 SPRING HILL TN 37174

BUYER OR TRANSFEREE'S ADDRESS CITY STATE ZIP CODE

X *City of Spring Hill Randy Huey*
BUYER OR TRANSFEREE'S SIGNATURE