

**CLEVELAND PUBLIC LIBRARY**

**Finance Committee**

December 17, 2013

**RESOLUTION TO RESCIND THE RESOLUTION TO ENTER INTO A  
PURCHASE AGREEMENT WITH SIMS BUICK GMC TO PURCHASE A  
DELIVERY TRUCK AND TO ENTER INTO A NEW PURCHASE AGREEMENT  
WITH GANLEY CHEVROLET TO PURCHASE TWO DELIVERY TRUCKS**

WHEREAS, On November 21, 2013, the Board of Trustees authorized the purchase of a 2014 GMC Savana 177" 3500 Cutaway for a total cost of \$28,491.17, to replace a 2000 GMC Step Van with engine and transmission problems. The Resolution was based upon a quote dated November 8, 2013, and as of this date, that vehicle is no longer available; and

WHEREAS, Property Management also needs to replace a 2004 Chevrolet Step Van that was purchased for \$33,741.00, is fully depreciated and has over 143,000 miles on it. Since the GMC Savana is no longer available, Library Management felt it would be both fiscally responsible and operationally efficient to receive proposals for two (2) delivery trucks this calendar year; and

WHEREAS, Property Management received two (2) proposals from SIMS Buick GMC and Ganley Chevrolet to purchase and/or lease two (2) new delivery trucks and recommends that the Library purchase the two (2) delivery trucks from Ganley Chevrolet; now therefore be it

RESOLVED, That the Board of Trustees authorizes the Executive Director, CEO, or his designee, to enter into a Purchase Agreement, subject to approval of the Chief Legal Officer, to purchase two (2) 2014 Chevrolet Express Vans at an amount of \$29,419.00 each, for a total cost of \$58,838.00, with the expenditure being charged to the General fund account 12100055-55700 (Motor Vehicles).

# GANLEY CHEVROLET

15315 LORAIN AVENUE • CLEVELAND, OHIO 44111  
(216) 671-1620 • FAX: (216) 671-1250

# BUYERS AGREEMENT

DATE 12/3/2013

<b>Cleveland Public Library</b>		<b>(216)623-2903</b>		<b>(216)623-7111</b>		<b>carl.stone@cpl.org</b>		
COMPANY	BUYER	HOME PHONE	WORK PHONE	E-MAIL				
<b>325 Superior Ave</b>	<b>Cleveland</b>	<b>OH</b>	<b>44114</b>	<b>Cuyahoga</b>	<b>0</b>			
STREET ADDRESS		CITY	STATE	ZIP CODE	COUNTY	TAX %		
<b>ORDER</b>	<b>2014</b>	<b>Chevrolet</b>	<b>Express Van</b>	<b>White</b>	<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> USED	<input type="checkbox"/> RENTAL	<input type="checkbox"/> DEMO
STOCK NO.	YEAR	MAKE	MODEL	BODY	COLOR	<input type="checkbox"/> GM EMPLOYEE	<input type="checkbox"/> GM SUPPLIER	
					<input type="checkbox"/> ACCURATE	<input type="checkbox"/> NOT ACCURATE		
SERIAL NUMBER				ODOMETER MILEAGE				

DRIVERS LICENSE NO.	SOCIAL SECURITY NO.	DATE OF BIRTH
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TRADE IN	STK #	MARKET VALUE	MSRP
NAME ON REG		\$	\$ <b>37,973.00</b>
YEAR	MAKE	MODEL	
VIN #	<i>2014 HIGH CUBE CUTAWAY</i>		
MILES	<input type="checkbox"/> ACCURATE	<input type="checkbox"/> NOT ACCURATE	<i>177 IN WHEELBASE</i>
PAYOFF	PER DAY	<i>LOCKING REAR DIFFERENTIAL</i>	
GOOD TIL	CONTACT PERSON	<i>AM-FM STEREO</i>	
ACCOUNT #			
LIEN HOLDER	<i>16' 5" BODY EXTERIOR LENGTH</i>		
PAYOFF ADDRESS	<i>ROLL UP REAR DOOR</i>		
CITY	STATE	ZIP	<i>96" EXTERIOR WIDTH</i>

<b>INSURANCE COMPANY</b>		<i>2" CROSSMEMBERS ON 16" CENTERS</i>	
NAME	AGENCY	<i>GRAB HANDLES, MUD FLAPS,</i>	
ADDRESS	<i>WHITE GELCOAT FINISH</i>		
CITY, STATE, ZIP			
PHONE			
POLICY #			

EFFECTIVE DATE FROM:	TO:	1. CASH PRICE	<b>35,585 50</b>
COVERAGE: <input type="checkbox"/> FIRE/THEFT <input type="checkbox"/> COMP <input type="checkbox"/> COLLISION		2. TRADE IN ALLOWANCE	<b>0 00</b>
DEDUCTIBLE \$		3. CASH DIFFERENCE	<b>35,585 50</b>
SPOKE WITH:		4. DOCUMENTARY FEES	<b>0 00</b>
SALESMAN <u>Greg Fusco</u>		5. AMOUNT BEFORE TAX	<b>35,585.50</b>
		6. SALES TAX	<b>0 00</b>
		7. TRANSFER TITLE MEMO-30 DAY	<b>33 50</b>
		8. TRADE IN BALANCE	<b>0 00</b>
		9. TOTAL CASH PRICE DELIVERED	<b>35,619 00</b>
ACCEPTED BY _____	<b>12/3/2013</b> DATE	10. CASH DOWN PAYMENT	<b>0 00</b>
		DEPOSIT ON ORDER (NON REFUNDABLE)	
CUSTOMER'S SIGNATURE _____		CASH ON DELIVERY	
		11. REBATE TO: AMT:	<b>6,200 00</b>
		12. UNPAID BALANCE	<b>29,419 00</b>

Price good for (2)  
Total = \$58,838

THIS DEAL IS SUBJECT TO FINANCING CANCELABLE AT OPTION OF GANLEY CHEVROLET. DEPOSIT REFUNDABLE IF GANLEY CHEVROLET CANNOT OBTAIN FINANCING OR CANCELS DEAL. ALL REFUNDS GIVEN ONLY WITH YOUR CANCELLED CHECK OR RECEIPT.



# SIMS

BUICK GMC - 940 BABBIT ROAD - EUCLID, OH 44123  
 PHONE: (216) 289-5700 - (800) 688-SIMS

**PURCHASER'S NAME** CLEVELAND PUBLIC LIBRARY **DATE** 10/31/2013  
**ADDRESS** 325 SUPERIOR AVE E **DEAL #** 13555  
**CITY, STATE** CLEVELAND, OH **ZIP** 441141205 **COUNTY** CUYAHOGA **CUST #** 84680  
**EMAIL** **WORK #** **HOME #** **CELL #** (216) 570-6131

<input checked="" type="checkbox"/> NEW CAR	<input type="checkbox"/> USED TRUCK	<input type="checkbox"/> DEMO RENTAL	YEAR 2014	MAKE GMC	MODEL SAVANA 177"	BODY 3500 CUTAWAY	STOCK # LOCATE
COLOR		TRIM		MILEAGE		SERIAL NUMBER	
MILEAGE ON PURCHASED VEHICLE: Accurate Unless Marked Not Accurate <input type="checkbox"/> NOT ACCURATE							

TRADE IN RECORD - TRADE 1				VEHICLE PRICE	28,807.00
YEAR	MAKE	MODEL	TYPE		
VIN #					
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> NOT ACCURATE Salvage Vehicle? <input type="checkbox"/> Yes					
Trade-in Allowance \$	Bal. Owed \$	NET ALLOWED \$			

TRADE IN RECORD - TRADE 2				PAINT SEALANT	INTERIOR PROTECTION	TOTAL PROTECTION	7,050.00
YEAR	MAKE	MODEL	TYPE	MAINTENANCE CONTRACT	<input checked="" type="checkbox"/> OTHER		
VIN #				EXTENDED SERVICE CONTRACT			0.00
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> NOT ACCURATE Salvage Vehicle? <input type="checkbox"/> Yes				DOCUMENTARY SERVICE CHARGE			250.00
Trade-in Allowance \$	Bal. Owed \$	NET ALLOWED \$		TOTAL SALE PRICE			36,107.00
				SALES TAX 0 %	TAXABLE BALANCE 36,107.00		0.00

<b>TOTAL NET TRADE-IN ALLOWANCE</b>				<b>\$0.00</b>	FEES: TITLE	TRADE	DUP	MEMO	LIEN	33.50
REBATE	BID ASSISTA...			\$6,200.00	LICENSE: 30 DAYS	NEW	TRANS	DUP.REG.		0.00
REBATE					TOTAL DUE					36,140.50
REBATE					TOTAL CREDIT(transferred from left column)					6,200.00
REBATE					CASH DUE ON DELIVERY					0.00
REBATE					BALANCE DUE / AMOUNT TO FINANCE					29,940.50

DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ **0.00** as a Non-Refundable Deposit/Partial Payment 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.

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 "Balance or Cash Due" be increased by the difference \$ **N/A** (known as negative equity).

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 ON ITS OWN BEHALF, DEALER 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 ANY RELATED PRODUCTS AND 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 TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT. 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 CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with Dealer and Dealer may receive compensation for arranging financing on customer's behalf. These documents are fully incorporated herein (where applicable): **Conditional/Spot Delivery Agreement, We Owe/Delivery Report and Used Vehicle Limited Warranty.** NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on the front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this Agreement. I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

PURCHASER(S) \_\_\_\_\_ DATE 10/31/2013 SALESPERSON **ROBERT L. WILBRAHAM** ACCEPTED BY AUTHORIZED AGENT \_\_\_\_\_



BUICK GMC - 940 BABBIT ROAD - EUCLID, OH 44123

PHONE: (216) 289-5700 - (800) 688-SIMS

PURCHASER'S NAME CLEVELAND PUBLIC LIBRARY

DATE 12/11/2013

ADDRESS 325 SUPERIOR AVE E

DEAL # 13555

CITY, STATE CLEVELAND, OH

ZIP 441141205

COUNTY CUYAHOGA

CUST # 84680

EMAIL

WORK #

HOME #

CELL # (216) 570-6131

<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> USED	<input type="checkbox"/> DEMO	YEAR	MAKE	MODEL	BODY	STOCK #
<input type="checkbox"/> CAR	<input type="checkbox"/> TRUCK	<input type="checkbox"/> RENTAL	2014	GMC	SAVANA 3500	177 IN WB CU...	ORDER

COLOR	TRIM	MILEAGE	SERIAL NUMBER
		MILEAGE ON PURCHASED VEHICLE: Accurate Unless Marked Not Accurate <input type="checkbox"/> NOT ACCURATE <input type="checkbox"/>	

<b>TRADE IN RECORD - TRADE 1</b>				VEHICLE PRICE	29,062.00
YEAR	MAKE	MODEL	TYPE		
VIN #					
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> NOT ACCURATE <input type="checkbox"/> Salvage Vehicle? <input type="checkbox"/> Yes <input type="checkbox"/>					
Trade-in Allowance \$	Bal. Owed \$	NET ALLOWED \$			

<b>TRADE IN RECORD - TRADE 2</b>				PAINT SEALANT	INTERIOR PROTECTION	TOTAL PROTECTION	6,169.00
				MAINTENANCE CONTRACT	<input checked="" type="checkbox"/> OTHER		
YEAR	MAKE	MODEL	TYPE	EXTENDED SERVICE CONTRACT			0.00
VIN #				DOCUMENTARY SERVICE CHARGE			250.00
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> NOT ACCURATE <input type="checkbox"/> Salvage Vehicle? <input type="checkbox"/> Yes <input type="checkbox"/>				TOTAL SALE PRICE			35,481.00
Trade-in Allowance \$	Bal. Owed \$	NET ALLOWED \$		SALES TAX 0 %	TAXABLE BALANCE 35,481.00		0.00

<b>TOTAL NET TRADE-IN ALLOWANCE</b>				\$0.00	FEES: TITLE	TRADE	DUP	MEMO	LIEN	33.50
REBATE	BID ASSISTA...		\$6,200.00	LICENSE: 30 DAYS	NEW	TRANS	DUP.REG.			0.00
REBATE				TOTAL DUE						35,514.50
REBATE				<b>TOTAL CREDIT(transferred from left column)</b>						6,200.00
REBATE				CASH DUE ON DELIVERY						0.00
REBATE				<b>BALANCE DUE / AMOUNT TO FINANCE</b>						29,314.50

DEPOSIT	RECEIPT NO.	0.00	<b>DEPOSIT (PARTIAL PAYMENT) RECEIPT -</b>	Purchaser hereby provides to the Dealer the sum of \$ 0.00 as a Non-Refundable Deposit above. If this Receipt is for a Deposit, Dealer will refrain for _____ days from the date of Deposit.			<b>Total for (2) \$59,225</b>
<b>TOTAL CREDIT</b>		6,200.00					

If the purchase of the motor vehicle described herein is to be financed all disclosures required by revised regulation 2, 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. ALL USED VEHICLES ARE SOLD "AS IS" NOT IMPLIED OR EXPRESSLY WARRANTED OR GUARANTEED, BUT MAY BE SUBJECT TO A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT.

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PURCHASER(S) \_\_\_\_\_ DATE 12/11/2013 SALESPERSON ROBERT L WILBRAHAM ACCEPTED BY AUTHORIZED AGENT \_\_\_\_\_