

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION APPROVING VEHICLE PURCHASE FROM BAXTER CHRYSLER-
JEEP-DODGE

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103(Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into a Nebraska Purchase Contract for the purchase of a 2014 Dodge Caravan for \$19,900.00, as outlined in the attached document.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS, that this Board hereby approves and adopts the Nebraska Purchase Contract with Baxter Chrysler Jeep Dodge, a copy of which is attached.

BE IT FURTHER RESOLVED that the chairman of the Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the Nebraska Purchase Contract with Baxter Chrysler Jeep Dodge, a copy of which is attached, and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 29th day of July, 2014.



Sarpy County Board Chairman

Attest:

SEAL





County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476

MEMO

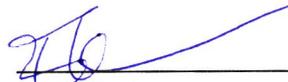
To: Sarpy County Board of Commissioners
From: Beth Garber
Re: Permission to Purchase 2014 Dodge Caravan

On July 29, 2014 the County Board will be requested to approve the purchase of a 2014 Dodge Caravan. The Fleet Services Department requested informal quotes from several local dealers and the low quote was from Baxter for \$19,900.00. The quotes received were as follows:

Pro Chrysler	\$20,500
Sid Dillon	\$20,900
Baxter	\$19,900

The purchase will be 100% grant funded from LB561 for the JJC Care & Truancy Division. Please feel free to contact me with any questions.

July 23, 2014


Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
George Funderburk
Debby Peoples
Dick Shea

NEBRASKA PURCHASE CONTRACT

263654

BAXTER

CHRYSLER • JEEP • DODGE

17950 BURT STREET - OMAHA, NEBRASKA 68118

PHONE (402) 493-7800

MCNEW, BRANDON
EDWARDS, MARK

SALESPERSON:

BUYER SAPPY COUNTY
 CO-BUYER _____
 ADDRESS 1210 GOLDEN GATE DR
 CITY PAPILLION STATE NE COUNTY SAPPY ZIP 68046
 HOME PHONE (402) 339-3256 WORK PHONE (402) 339-3256
 EMAIL _____

MAKE DODGE	MODEL CARAVAN	NEW/USED NEW	CYL. 4	(VIN) 2C4RDG8G4E8417228	DATE 07/21/2014
YEAR 2014	COLOR WHITE	MODEL TYPE MP	MILEAGE 125	STOCK NO. WG	BODY WG

ADDITIONAL EQUIPMENT-OPTIONS OR WORK TO BE DONE		CASH PRICE OF VEHICLE	
CASH PRICE OF VEHICLE	\$		22121.00
ACCESSORIES		TITLE & FEIN	
JULY		TOTAL CASH DELIVERED PRICE	22121.00
		REBATE	2500.00
		TRADE ALLOWANCE (A)	
		TRADE ALLOWANCE (B)	
		SERVICE CONTRACT	
		DELIVERY AND HANDLING CHARGE	279.00
		BALANCE OWED ON TRADE(S)	
		PARTIAL PAYMENT	
		CASH ON DELIVERY	
		UNPAID BALANCE	19900.00
		RECORD OF TRADE-IN (A)	
		MAKE & YEAR	MODEL BODY COLOR
		MILEAGE	CYL. VIN NO.
		RECORD OF TRADE-IN (B)	
		MAKE & YEAR	MODEL BODY COLOR
		MILEAGE	CYL. VIN NO.

BUYER'S CERTIFICATION

I hereby certify that:

(1) The face and reverse sides of this contract set forth all of the terms and conditions of the contract; there are no other contracts or provisions, oral or written, supplementary or in addition to the provisions expressly set forth in this contract; this contract cancels and supersedes all other understandings and agreements of the parties prior to the signing hereof and as of the date hereof, when signed by the dealer, comprises the complete agreement of the parties, AND

(2) I have read the terms and conditions of this contract and have received a true copy thereof; AND

(3) I guarantee that the title of my trade-in-vehicle(s) is not a salvage title and the vehicle never has had a salvage title. I also guarantee that neither the emissions or safety restraint system has been altered or removed. If any of this is not accurate, the selling dealer may elect to void this sale and/or elect to collect damages (including but not limited to dealer's expenses and lost profits) from me for the difference in value had my title not been salvage and/or for the cost of repair or replacement of any emissions or safety restraints.

TRADE-IN VEHICLE BUYER'S CERTIFICATION: The only existing material defects known to me of the motor vehicle that is being traded in to the dealer are:

Notice to Buyer: Do not sign this instrument before you read it, or, if it contains blank spaces. You are entitled to a copy of the instrument you sign. Buyer states that the amounts shown on this instrument were quoted to him before he agreed to the sale.

CUSTOMER NOTE THAT THE VEHICLE IS BEING SOLD "AS IS" BY THE SELLING DEALER. SHOULD THE MANUFACTURER'S WARRANTY APPLY TO THIS VEHICLE, IT IS DIRECTLY OFFERED BY THE MANUFACTURER TO THE CUSTOMER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

CONTRACTUAL DISCLOSURE STATEMENT:

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. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LAVENTANILLA PARD ESTE VEHÍCULO FORMA PARTE DEL PRESENTE ACUERDO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL ACUERDO DE VENTA.

X _____ (Buyer's Signature)

X _____ (Co-Buyer's Signature)

ACCEPTED BY X _____ (Dealer or his authorized representative)

CONTRACT CONDITIONS

NOTICE TO CUSTOMER

THIS IS AN OFFER TO BUY A VEHICLE MADE BY A CUSTOMER TO THE DEALER. IF THE OFFER IS ACCEPTED BY THE DEALER IT BECOMES THE COMPLETE CONTRACT OF THE SALE. THE DEALER HAS NO OBLIGATIONS OR RESPONSIBILITIES NOT EXPRESSLY SET FORTH IN THE OFFER. THE OFFER STATES THE TERMS AND CONDITIONS ADOPTED BY THE DEALER AS THE TERMS AND CONDITIONS UNDER WHICH THE DEALER WILL MAKE THESE SALES OF VEHICLES. BEFORE YOU SIGN THE OFFER TO BUY READ IT CAREFULLY.

1. BINDING EFFECT:

This Order shall be binding on both parties upon the purchaser signing and the dealer accepting this contract, and all parties agree to sign all documents reasonably necessary to complete this transaction including all appropriate State and federal forms.

2. PARTIAL PAYMENT:

The purchaser agrees that the partial payment as set forth herein may at the option of the dealer be retained as the minimum damage in the event that after this contract becomes binding on both parties, the purchaser fails to complete the purchase of the vehicle. The purchaser further agrees that this shall not prohibit the dealer from seeking and collecting from the purchaser additional actual damages including but not limited to lost profits and applying the partial payment towards those damages.

3. NEGOTIATED PRICE, DELIVERY AND HANDLING CHARGE:

To the negotiated price of each vehicle sold there will be added the sum of \$279.00 for delivery and handling charge. This amount represents costs and additional profit to the seller/dealer for items such as inspecting, cleaning and adjusting new and used vehicles and preparing documents related to the sale.

4. MANUFACTURER'S INCREASE:

It is noted that the manufacturer has reserved the right to change the list price without notice. The cash delivered price would thus be subject to an increase because of the manufacturer's action. The purchaser may, if dissatisfied with the increased price, cancel this order.

5. TRADE-IN VEHICLE:

If the trade-in has not been delivered to dealer at the time of executing this order, the trade-in may be reappraised at the time of delivery and the amount of the reappraised value shall be substituted for the original value indicated under the heading "trade allowance" on the front of this order.