

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 23-20

**AN ORDINANCE APPROVING PURCHASE OF 2023 IONIC 5
FOR THE ELECTRIC DEPARTMENT**

DAVE KIMSEY, Village President
DAN HOLDEN, Village Clerk

KRISTEN CHIARO
MEREDITH FERGUSON
JOHN FLETCHER
BRETT GERGER
TIM NICE
CARL TRY
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham
on June 15, 2023

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62701

ORDINANCE NO. 23-20

**AN ORDINANCE APPROVING PURCHASE OF 2023 IONIC 5
FOR THE ELECTRIC DEPARTMENT**

WHEREAS, the Village of Chatham (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, the Village sought quotes from multiple automotive dealers for an electric vehicle for the Electric Department’s use as a meter reader car that would qualify for the IMEA electric vehicle program incentives; and

WHEREAS, due to the limited inventory of electric vehicles, the Village found only one electric vehicle available for purchase; and

WHEREAS, the Village received the quote from The Green Family Stores for a 2023 Ionic 5 attached hereto as **Exhibit A**; and,

WHEREAS, the purchase price for the 2023 Ionic 5 is comparable with the purchase price of similar vehicles at other automotive dealerships if those dealerships had a comparable vehicle available for purchase; and,

WHEREAS, the Electric Department budgeted the purchase of this vehicle; and,

WHEREAS, due to the limited inventory of vehicles that would qualify for the IMEA electric vehicle program incentives, the Board of Trustees of the Village intends to waive the bidding and purchasing requirements set forth in the Village Code of Ordinances and the Illinois Municipal Code; and

WHEREAS, the Board of Trustees of the Village believe it is in the best interest of the Village to accept the quote from The Green Family Stores as attached hereto.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

Section 2. Acceptance of Quote. The Village hereby approves quote from The Green Family Stores in the amount of \$51,858.26 as further described in the attached **Exhibit A** for use by the Electric Department and expressly waives any additional bidding or purchasing requirements in the Village Code of Ordinances or in the Illinois Municipal Code. Any and all quotes obtained and not explicitly approved by this Ordinance are hereby rejected. The Village authorizes the Village Manager and/or Village President, or designee of either, to execute any documents necessary to complete the purchases contemplated therein and to apply for the IMEA electric vehicle program incentives.

Section 3. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

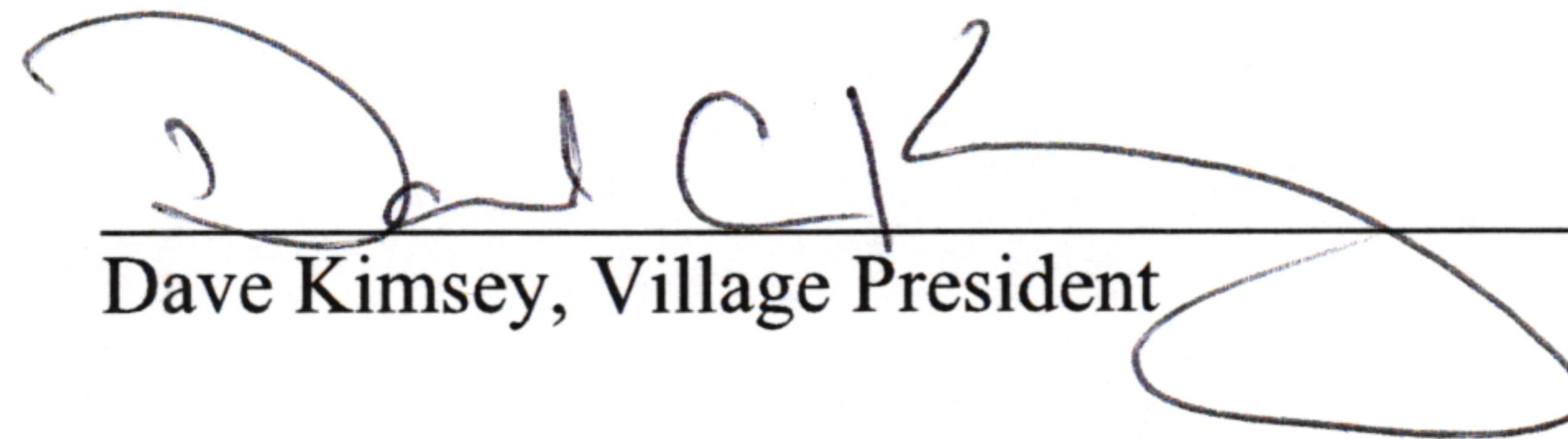
Section 4. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this ordinance.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

	AYE	NAY	ABSTAIN	ABSENT
KRISTEN CHIARO	✓			
MEREDITH FERGUSON	✓			
JOHN FLETCHER				✓
BRETT GERGER	✓			

TIM NICE			✓	
CARL TRY	✓			
DAVE KIMSEY				
TOTAL	4	0	1	1

APPROVED by the President of the Village of Chatham, Illinois this 13th day of June, 2023.


 Dave Kimsey, Village President

Attest:


 Dan Holden, Village Clerk

EXHIBIT A
THE GREEN FAMILY STORE'S QUOTE

WARRANTY ON NONCONFORMING NEW PASSENGER VEHICLES

If after a reasonable number of attempts, the authorized Dealer is unable to conform your new vehicle to any of its applicable express warranties, the manufacturer shall either provide you with a new vehicle of like model line, if available, or otherwise a comparable vehicle as a replacement, or accept the return of the vehicle from you and refund to you the full purchase price which you paid for the vehicle less a reasonable allowance for your use of the vehicle.

A presumption that a reasonable number of attempts have been undertaken to conform a new passenger vehicle to its express warranties shall arise where, within 12 months or 12,000 miles after delivery to the original purchaser, whichever occurs first:

1. The same nonconformity has been subject to repair by authorized Dealers four or more times, and such nonconformity continues to exist; or
2. The vehicle has been out of service by reason of repair of nonconformities for a total of 30 or more business days.

Normally, any problems with the sales transaction or the operation of your new vehicle will be resolved by your Dealer's Sales or Service Department. If you should experience any such problems, consult your **Warranty and Owner Assistance Information Booklet** for a description of the suggested procedures.

Purchaser agrees that this order includes all of the terms and conditions on both the front and back side hereof and that this Agreement cancels and supersedes any prior agreement including oral agreements.

ADDITIONAL TERMS AND CONDITIONS

1. As used in this Order the term (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean who manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order, in which event if a used motor vehicle has been traded in as a part of the consideration for such new motor vehicle, such used motor vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such used motor vehicle has been previously sold by Dealer, the amount received therefor, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser.
3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.
4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his/her property, clear of all liens, encumbrances and a **non** salvage title except as otherwise noted herein.
5. Unless this Order shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any cash deposit made by Purchaser, and, in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for the expenses specified in paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser.
6. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
7. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
8. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.
9. If a charge for Creditor Life Insurance is included in this Order the provisions on Creditor Life Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Creditor Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.
10. There are no warranties, expressed or implied, made by the seller herein or the manufacturer, on the vehicle or chassis, described on the face hereof except in the case of a new vehicle or chassis printed new vehicle warranty delivered to purchaser with such vehicle or chassis and hereby made a part hereof as though fully set forth herein. The new vehicle warranty is the only warranty applicable to such new vehicle or chassis and is expressly in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. In the case of a used vehicle or chassis, the applicability of an existing manufacturer's warranty thereon, if any, shall be determined solely by the terms of such warranty.
11. Any used motor vehicle sold to Purchaser by Dealer under this Order is sold at the time of delivery by Dealer without any guarantee or warranty, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Order or in a separate writing furnished to Purchaser by Dealer.
12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

THE GREEN FAMILY STORES

<input type="checkbox"/> Green Chevrolet-Buick-GMC 1700 W. Morton Rd. Jacksonville, IL 62650 (217) 245-4117	<input type="checkbox"/> Green Hyundai 1200 S. Dirksen Pkwy. Springfield, IL 62703 (217) 525-1370	<input type="checkbox"/> Green Toyota-Audi-VW 3901 West Wabash Springfield, IL 62711 (217) 698-3100
<input type="checkbox"/> Green Dodge-Kia-Subaru 3801 Wabash Ave. Springfield, IL 62711 (217) 525-1222	<input type="checkbox"/> Green Nissan 4801 Wabash Ave. Springfield, IL 62711 (217) 787-7620	<input type="checkbox"/> Green Lincoln Mazda 3760 S. 6th St. Springfield, IL 62703 (217) 391-2400

STOCK NO. HN56160

PURCHASER'S NAME VILLAGE OF CHATHAM DATE 06/01/2023

PURCHASER'S ADDRESS N/A

RESIDENCE PHONE N/A BUSINESS PHONE N/A

ORDER FOR NEW USED CAR TRUCK

2023 HYUNDAI IONIQ 5 SE AWD

Year Make Model Body Type

Color ATLAS WHITE Interior GRAY

Serial # KM8KMDAF2PU152609

Salesperson STEPHANIE MCKINNON

Salesperson N/A

Mileage 10

Make of Trade-In _____ Year _____

Model _____ Body Type _____

Color _____ Mileage _____

Serial # _____

Financed At _____

Balance Due _____ By _____

Selling Price	\$ 51,180.00	
Trade Allowance	N/A	
Difference	51,180.00	
Simoniz	N/A	
ATP	N/A	
UVPP -AFTER MARKETS	N/A	
DOC FEE	347.26	

A documentary fee is not an official fee. A documentary fee is not required by law but may be charged to buyers for the handling of documents and performing of services related to the closing of a sale.

The base documentary fee, beginning January 1, 2008, was \$150. The maximum amount that may be charged for a documentary fee is \$150 which shall be subject to an annual rate adjustment equal to the percentage of change in the Bureau of Labor Statistics Consumer Price Index. This notice is required by law. According to the office of the Illinois Attorney General and the Consumer Fraud Bureau, the maximum allowable documentary fee for the 2023 calendar year is \$ 347.26

Subtotal	51,527.26	
State Tax	N/A	
City/County Tax	N/A	
Subtotal	51,527.26	
Optional ERT Fee	25.00	
License & Title	306.00	
V.S.C.	N/A	
GAP	N/A	
CL & A/H	N/A	
Subtotal	51,858.26	
Payoff on Trade-in	N/A	
Total	51,858.26	
Cash on Delivery	N/A	
Manufacturer's Rebate	N/A	
Total Due @ Delivery	\$ 51,858.26	

Purchaser's Signature _____

Accepted By Dealer _____

DEALERSHIP ARBITRATION AGREEMENT

GREEN HYUNDAI and VILLAGE OF CHATHAM agree that any claims or issues in controversy between the dealership and the customer or any of the dealership's present or former agents or employees which may arise for any cause whatsoever, shall be determined by arbitration. Any arbitration under this agreement shall be before an arbitrator who is an attorney with his or her primary office situated in Sangamon County, Illinois, and in accordance with the rules of the American Arbitration Association.

This arbitration provision shall apply to any controversy, claim or issue in any controversy arising from events which occurred prior, on, or subsequent to the execution of this arbitration agreement. This arbitration agreement provision shall be interpreted according to federal law and the Federal Arbitration Act. The award of the arbitrator(s), or of the majority of them, shall be final, and judgment upon the award may be entered and enforced in any court having jurisdiction over the parties and subject matter.

Any arbitration proceeding shall be brought and heard in the city of the dealership's established place of business, as defined in the provisions of the Illinois Vehicle Code 625 ILCS 5/5-100 et seq.

Dealership and customer agree to the following:

- i. Arbitration is final and binding on the parties.
- ii. The parties are waiving their right to seek remedies in court, including the right to a jury trial.
- iii. Pre-arbitration discovery may be more limited than or different from court proceedings.
- iv. The Arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of ruling by the Arbitrator is strictly limited.
- v. The Arbitrator(s) shall typically include a minority of Arbitrators who were or are affiliated with the automobile industry.
- vi. Each party shall bear responsibility for any and all of its own expenses, including attorney's fees, incurred by either party with respect to any and all claims or issues in controversy between the parties.

NOTICE

This arbitration agreement is incorporated in and made a part of the original agreement, contract and any other instrument before or hereafter executed between the parties. In the event any provision or clause of this agreement shall be adjudicated invalid or unenforceable for any reason, such provision or clause shall be deemed to be ineffective solely to the extent of such invalidity or unenforceability, and shall not affect the remainder of this agreement or any other agreement, contract or instrument with which this agreement is incorporated and made a part of, which shall continue in full force and effect.

I, VILLAGE OF CHATHAM (customer) do hereby certify that I have read and do fully understand the foregoing, relative to my purchase/lease (circle one) of the following vehicle.

Year: <u>2023</u>	Make: <u>HYUNDAI</u>	
Model: <u>IONIQ 5</u>	VIN: <u>KM8KMDAF2PU152609</u>	

Signature of Customer _____

Signature of Dealer Representative _____

Date: 06/01/2023

Governing Law; Forum; Service of Process. This Agreement shall be constructed under, subject to and governed exclusively by the laws of the State of Illinois without giving effect to conflict of laws principles. The parties to this Agreement expressly agree that the exclusive venue for any action or legal proceeding arising directly or indirectly in connection with, out of, or related to this Agreement (and all documents/vehicles delivered or related hereto) must be commenced and maintained only in courts located in Sangamon County, Illinois. The parties, by their execution of this Agreement, expressly consent and submit to the jurisdiction of any State or Federal court located within Sangamon County, Illinois. Each party to this Agreement waives any right that it/has/he may otherwise have to transfer or change the venue of any action or legal proceeding brought against it/him/her by the other party and arising directly or indirectly in connection with, out of, or related to this Agreement.

06/01/2023

Buyers' Signature _____ Date _____

Co-Buyers' Signature _____ Date _____

This information you see on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract sale of a used vehicle.

The Green Family Stores

Notification and Disclaimer of Vehicle History

In this Notification and Disclaimer, the term "you/your" refers to the buyer(s) or lessee(s) who sign below. The terms "we/our" refers to Green Chevrolet-Buick-GMC, Green Hyundai, Green Nissan, Green Toyota-VW-Audi, Green Dodge-Kia-Subaru or Green Lincoln-Mazda.

We utilize 3rd party providers for vehicle history reports. We are in no way affiliated with these providers. 3rd party providers gather information from multiple sources; it is impossible for them to have all of a vehicle's history. There are several reasons for this, mostly due to history sources not reporting to all providers. We express no guarantee to the accuracy of said reports, nor to vehicle condition.

Available providers of vehicle history reports, Carfax.com, Autocheck.com, dmv.org and many others.

You are welcome to **purchase or acquire your own vehicle history report before you purchase.**

You are more than welcome to have the vehicle **inspected by your own technician before you purchase.**

If you are buying this vehicle, relying on **any** statement from our staff about the vehicle's history or condition, **do not buy this vehicle.** In no way are we able to confidentially state all history of any vehicle. We may, or may not, have inspected this vehicle, or know about possible defects.

I have read the above statements, and agree to purchase this vehicle.

06/01/2023

Customer Signature _____ Date _____

Customer Signature _____ Date _____

I have read the matter on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. The front and back hereof comprise the entire agreement affecting this order and no other agreement or understanding of any nature concerning same has been made or entered into. I hereby acknowledge receipt of a copy of this order.

THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY DEALER

WARRANTIES SELLER DISCLAIMS: If the vehicle you purchased is a new vehicle, unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this agreement, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

If the vehicle you purchased is a used vehicle, unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this agreement, the Seller makes no express warranties on the vehicle, and there will be no implied warranties of fitness for a particular purpose. The vehicle is subject to an implied warranty of merchantability, but only to the extent required by Illinois law. The implied warranty of merchantability expires at midnight of the 15th calendar day after delivery of the vehicle or until the vehicle is driven 500 miles after delivery, whichever is earlier. This implied warranty of merchantability does not extend to damage that occurs after the sale that results from: (1) off-road use; (2) racing; (3) towing; (4) abuse; (5) misuse; (6) neglect; (7) failure to perform regular maintenance; and (8) failure to maintain adequate oil, coolant and other required fluids or lubricants.

This provision does not affect any warranties covering the vehicle that the manufacturer may provide.

FOR USED VEHICLES ONLY

Illinois law requires that this vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to \$100 for each of the first 2 repairs if the warranty is violated.

ATTENTION CONSUMER: SIGN HERE ONLY IF THE SELLER HAS TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM OR PROBLEMS AND YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

ATENCIÓN CONSUMIDOR: FIRME AQUÍ SOLAMENTE SI EL VENDEDOR LE HA DICHO QUE EL VEHÍCULO TIENE EL/LOS SIGUIENTE(S) PROBLEMA(S) Y USTED ESTÁ DE ACUERDO EN COMPRAR EL VEHÍCULO SEGUN ESTOS TERMINOS:

1. _____ 2. _____ 3. _____

X Purchaser Signs _____ Date _____ X Co-Purchaser Signs _____ Date _____