

# ORDINANCE C-35-00

## AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR A DARE PROGRAM VEHICLE AND TO DECLARE AN EMERGENCY

WHEREAS, CR-22-00 was passed by City Council on March 20, 2000; and

WHEREAS, this Resolution authorized the City to accept the use of a 2000 Jeep Cherokee for the DARE program from Columbus Auto Resale; and

WHEREAS, Columbus Auto Resale is acquiring the use of the vehicle by constructing a lease document with Chrysler Credit Corporation in the name of the City of Grove City and paying the full cost of the lease at its inception; and

WHEREAS, it is necessary for the City of Grove City to execute the prepaid lease agreement, as referenced above, with Chrysler Credit Corporation to have the use of the vehicle in a timely manner in consideration of the health, safety and welfare of the community.

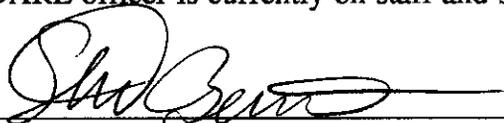
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. City Administrator is hereby authorized to sign the prepaid three year lease for the Jeep Cherokee with the Chrysler Credit Corporation.

SECTION 2. The City of Grove City shall return said Jeep to Columbus Auto Resale or Chrysler Credit Corporation at the end of the prepaid lease without financial liability other than those covered in the prepaid lease agreement attached as Exhibit "A".

SECTION 3. The City of Grove City will provide funding within the annual appropriation ordinance for the cost of its contingent liability that may be applicable to that fiscal year, as set forth in the lease document for each fiscal year covered by the lease.

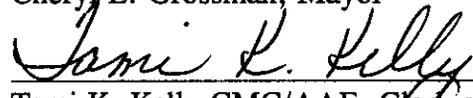
SECTION 4. This ordinance is hereby declared to be an emergency measure for the health, safety and welfare of the community in that a second DARE officer is currently on staff and said vehicle is readily available.

  
Steven M. Bennett, President of Council

Passed: 4-17-00  
Effective:

  
Cheryl L. Grossman, Mayor

Attest:

  
Tami K. Kelly CMC/AAE, Clerk of Council

I Certify that this ordinance is correct as to form.

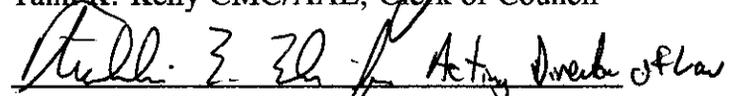
  
Thomas R. Clark, Director of Law

Exhibit "A" 1/5  
C-35-00

84-291-5413 (11/88) MU

**MOTOR VEHICLE LEASE AGREEMENT - ONE PAYMENT**

DATE LEASE BEGINS **10 APR 2000** DATE LEASE ENDS **10 APR 2003**

LESSOR (DEALER) NAME AND ADDRESS <b>KRIEGER JEEP/EAGLE, INC. 2850 MORSE ROAD COLUMBUS, OH 43231</b>	LESSEE (AND CO-LESSEE) NAME AND ADDRESS <b>CITY OF GROVE CITY- D.A.R.E 4035 BROADWAY GROVE CITY OH 43123</b>
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**CHRYSLER FINANCIAL COMPANY L.L.**

Lessor will assign this Lease to Holder. The "Holder" is \_\_\_\_\_ and its assigns. Holder ("we") may be considered to be an additional lessor for the purpose of Regulation M.  
By signing this Lease You (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this Lease.

<b>PRIMARY USE OF VEHICLE</b> <input type="checkbox"/> Personal, Family or Household; or <input checked="" type="checkbox"/> Commercial	<b>STATEMENT OF FEDERAL TAX OBLIGATION</b> You declare Your federal tax status is: <input checked="" type="checkbox"/> exempt; or <input type="checkbox"/> non-exempt
<b>DESCRIPTION OF THE VEHICLE BEING LEASED (THE "VEHICLE")</b>	
YEAR: <b>2000</b> MAKE: <b>JEEP</b> MODEL: <b>CHEROKEE</b> VEHICLE IDENTIFICATION NUMBER: <b>LJ4FF48S8YL146690</b>	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMO <input type="checkbox"/> USED MILEAGE AT DELIVERY: <b>491</b>

<b>1</b> Amount Due at Lease Signing or Delivery (Itemized below)  \$ <u>8859.00</u>	<b>2</b> Lease Payment Your Lease payment of \$ <u>8784.00</u> is due on <u>10 APR 2000</u> .	<b>3</b> Other Charges (not part of Your Lease payment) Disposition Fee (if You do not purchase the Vehicle) \$ <u>0</u>  Total \$ <u>0</u>	<b>4</b> Total of Payments (The amount You will have paid by the end of the Lease)  \$ <u>8859.00</u>
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**5** Itemization of Amount Due at Lease Signing or Delivery

<b>Amount Due at Lease Signing or Delivery:</b>	<b>How the Amount Due at Lease Signing or Delivery will be paid:</b>
Capitalized cost reduction ..... \$ <u>N/A</u>	Net trade-in allowance ..... \$ <u>N/A</u>
Lease payment ..... \$ <u>8784.00</u>	Rebates and noncash credits ..... \$ <u>N/A</u>
Refundable security deposit ..... \$ <u>N/A</u>	Amount to be paid in cash ..... \$ <u>8859.00</u>
License fees ..... \$ <u>75.00</u>	..... \$ <u>N/A</u>
Title fees ..... \$ <u>N/A</u>	..... \$ <u>N/A</u>
Registration fees ..... \$ <u>N/A</u>	
..... \$ <u>N/A</u>	
..... \$ <u>N/A</u>	
..... \$ <u>N/A</u>	
..... \$ <u>N/A</u>	
<b>Total \$ <u>8859.00</u></b>	<b>Total \$ <u>8859.00</u></b>

**6** Your Lease Payment is Determined as Shown Below:

Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ 21161.38) and any items You pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) ..... \$ 21686.38

If You want an Itemization of this amount, please check this box.

If You want an itemization of this amount, please check this box.

Exhibit A 2/5

Capitalized Cost Reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash You pay that reduces the gross capitalized cost .....	= \$	N/A
Adjusted Capitalized Cost. The amount used in calculating Your base Lease payment .....	= \$	21686.38
Residual Value. The value of the Vehicle at the end of the Lease used in calculating Your base Lease payment .....	= \$	13665.60
Depreciation and any Amortized Amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term .....	= \$	8020.78
Rent Charge. The amount charged in addition to the depreciation and any amortized amounts .....	+ \$	763.22
Total of Base Lease Payment. The total of depreciation and any amortized amounts plus the rent charge .....	= \$	8784.00
Lease Payments. The number of payments in Your Lease .....	+ 1	
Base Lease Payment .....	= \$	8784.00
Sales/Use Tax .....	+ \$	N/A
Other .....	+ \$	N/A
<b>Total Lease Payment =</b>		<b>\$ 8784.00</b>

**7) Early Termination.** You may have to pay a substantial charge if You end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier You end the Lease, the greater this charge is likely to be.

**8) Excessive Wear and Use.** You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 12,000 per year at the rate of 15 cents per mile.

**9) Purchase Option at End of Lease Term.** You have an option to purchase the Vehicle at the end of the Lease term for \$ 13665.60 plus any taxes or fees required by law.

**10) Other Important Terms.** See below, the back of this Lease and any other Lease documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges and insurance and any security interest, if applicable.

**11) Official Fees and Taxes.** The total estimated amount You will pay for official fees, license, title and registration fees, and taxes over the term of Your Lease, whether included with Your Base Lease Payment or assessed otherwise is \$ 225.00. This amount is an estimate and may change.

**12) Warranties.** The leased Vehicle is subject to the following express warranties (not applicable unless checked):  
 New Vehicle written warranty provided by the manufacturer or distributor.

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS LEASE AND UNLESS PROHIBITED BY LAW, THERE IS NO PROMISE AS TO THE MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE VEHICLE. This means that there is no promise that the Vehicle will be fit for any particular purpose or even that it will be fit for the normal purpose a vehicle is used.

**13) Unused Mileage.** If You do not buy the Vehicle at the end of this Lease, You may receive a refund of NA cents per unused mile for the number of purchased miles between 12,000 and 12,000 per year. If You buy the Vehicle at the end of this Lease, You will not be charged for excess mileage nor will You be entitled to a refund for any unused miles.

**14) Term of this Lease.** The term of this Lease is 36 months.

**VEHICLE INSURANCE INFORMATION**

INSURANCE AGENT/COMPANY NAME AND ADDRESS		PHONE NUMBER	POLICY HOLDER NAME AND ADDRESS (IF OTHER THAN LESSEE)	
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE		

**SEE BACK OF THIS LEASE FOR ADDITIONAL TERMS AND CONDITIONS**

**NOTICE TO THE LESSEE: (1) CAUTION—IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS LEASE BEFORE YOU SIGN IT. (2) DO NOT SIGN THIS LEASE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (3) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS LEASE. (4) IF YOU DO NOT MEET YOUR LEASE OBLIGATIONS, YOU MAY LOSE THE VEHICLE.**

I agree that You received a completely filled-in copy of this Lease. You agree to all the provisions on the front and back of this Lease.

LESSEE'S SIGNATURE \_\_\_\_\_ CO-LESSEE'S SIGNATURE \_\_\_\_\_

This Lease is accepted and assigned to the Holder according to the terms of the agreements between Lessor and Holder.

LESSOR **KRIEGER JEEP/EAGLE, INC.** BY \_\_\_\_\_ TITLE \_\_\_\_\_

84-291-5413 (11/98) MU (BACK)

**15] Vehicle Insurance.** The following types and amounts of insurance will be required in connection with this Lease: You must insure the Vehicle for its Actual Cash Value during this Lease. The insurance must be acceptable to Holder. The insurance must name the Holder as a loss payee and additional insured. It must include (a) comprehensive fire and theft coverage with a maximum deductible of \$500; (b) collision coverage with a maximum deductible of \$750; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$100,000 for any one person and \$300,000 for any one accident and \$50,000 for property damage, or \$300,000 combined single limit. You must give Holder evidence of this insurance. You authorize Holder to receive and endorse checks or drafts and settle or release any claims related to Holder's ownership of the Vehicle. You assign to Holder any other insurance proceeds related to this Lease or Holder's ownership of the Vehicle. You will tell Your agent to mail the policy to the address to which Lessor or Holder directs.

**No physical damage or liability insurance coverage for bodily injury or property damage caused to others is included in this Lease.**

**16] Standards for Wear and Use.** The following standards are applicable for determining unreasonable or excess wear and use of the leased Vehicle: Excessive wear would include, for example: (a) glass, body panels, trim, lights or paint that is broken, damaged, scratched, cracked, or dented; (b) tires that do not match or with less than 1/8 inch of tread; (c) electrical or mechanical parts not working; (d) interior rips, stains, holes, or worn areas inside the Vehicle; or (e) any damage which would be covered by insurance whether or not insurance is in force.

**17] Maintenance.** You agree to maintain and service the Vehicle at Your own expense. You agree to follow the owner's manual and maintenance schedule for the Vehicle and to make all necessary repairs and replacements to the Vehicle as required. You are also responsible for all operating costs such as gas and oil. Lessor will not provide maintenance services unless You agree at Your option to buy a separate maintenance agreement.

**18] Additional Purchase Option Provisions.** If You elect to buy the Vehicle at the end of this Lease, You must additionally pay any amounts that You then owe us under this Lease, including then delinquent lease payments and late charges. Your option to purchase the Vehicle applies only at the end of this Lease, and does not apply should You elect to terminate this Lease early or should You default under this Lease. If You buy the Vehicle at the end of this Lease, You will not be charged for Excessive Wear and Use.

**19] Early Termination and Default.** (a) You may terminate this Lease early if You are not in default by notifying Holder, by returning the Vehicle to us and by paying: (i) an early termination fee of \$250.00; plus (ii) the amount of the Residual Value of the Vehicle (shown on the front of this Lease); plus (iii) any other amount You may owe, including taxes; minus (iv) the Vehicle's Fair Market Wholesale Value (below); minus (v) any unearned Rent Charges calculated on a constant yield basis; minus (vi) Your refundable security deposit (if any). If there is any overage, it will be refunded to You.

b) We may terminate this Lease before the end of this Lease after giving You notices required by law, if any, under the following conditions: (i) You do not pay any amount You owe under this Lease when we ask for it; (ii) bankruptcy is filed by You or against You; (iii) the Vehicle is seized by any government authority; (iv) You gave us any false or misleading information when applying for this Lease; (v) You do not keep any other agreement under this Lease. If You default, Holder may end this Lease, take the Vehicle and sell it. You agree that we or our authorized agent can go on Your property peacefully to take the Vehicle.

Upon such termination You will owe us an amount equal to (i) the Residual Value of the Vehicle (shown on the front of this Lease); plus (ii) any other amount You may owe, including taxes; plus (iii) all expenses incurred by Holder to obtain, hold and sell the Vehicle and to enforce Holder's other rights under this Lease, including Holder's reasonable attorney fees, to the extent provided by law; minus (iv) the Vehicle's Fair Market Wholesale Value (below); minus (v) any unearned Rent Charges calculated on a constant yield basis; minus (vi) Your refundable security deposit (if any). If there is any overage, it will be refunded to You. You further authorize Holder to cancel any insurance on the Vehicle, as well as any extended warranty or service contract(s), and to apply any unearned premiums or other amounts to Your obligation.

Fair Market Wholesale Value, at Your option, will be either (i) the amount You and Holder agree to; or (ii) the value which could be received at the wholesale sale of the Vehicle as determined by a professional appraisal obtained by You at Your expense from an independent third party agreed to by Holder within 10 days of the earlier termination or default; or (iii) if not established by agreement or appraisal, the net amount received upon the sale of the Vehicle at wholesale. If You elect under (i) above, to obtain an appraisal of the Vehicle, the appraisal shall be final and binding.

**20] Vehicle Use.** You will not allow the Vehicle to be used (a) in violation of any law; (b) outside the United States or Canada without Holder's permission; (c) as a private or public carrier; or (d) contrary to the provisions of any insurance policy covering the Vehicle. You will keep this Lease and the Vehicle free of all liens. You will not assign or sublease this Lease or the Vehicle without Holder's written consent. You will not relocate this Vehicle outside of the United States.

**21] Loss or Destruction of Vehicle - GAP Protection.** If the Vehicle is lost, stolen, or destroyed beyond repair, this Lease will end. If Holder receives all of the insurance proceeds from the insurance required under this Lease, and You pay the insurance deductible and any other amounts then due under this Lease. You will not owe anything more. You will receive a refund equal to Your Lease Payment divided by the term of Your Lease times the number of months left in this Lease at the time of the loss of the Vehicle.

**22] Return of Vehicle.** If You do not buy the Vehicle, at Lease end You must return it to the Lessor and pay all amounts then due under this Lease. If You do not return the Vehicle You must pay the amount of Your Lease Payment divided by the term of Your Lease (as provided in #14 on the front of this Lease) for each month or portion thereof until the Vehicle is returned. You are not allowed to keep the Vehicle past Lease end and Your continued payment is not permission to do so. Prior to returning the Vehicle, You agree to have the Vehicle inspected as required by Holder.

When the Vehicle is returned, you must pay the amount of Your Lease Payment divided by the term of Your Lease (as provided in #14 on the front of this Lease) for each month's portion thereof until the Vehicle is returned. You are not allowed to keep the Vehicle past Lease end and Your continued payment is not permission to do so. Prior to returning the Vehicle, You agree to have the Vehicle inspected as required by Holder.

**13. Security Deposit.** The security deposit may be used by Holder to pay any amounts that You do not pay under this Lease. You agree that You will not be paid, earned or given credit for interest, increases or profits on Your security deposit.

**14. Taxes and Official Fees.** You agree to pay all fees, charges and taxes relating to the Vehicle or Lease. You further agree to pay all license, title and registration costs. If You do not pay any of these amounts, we may (at our option without obligation) pay these amounts on Your behalf and You will reimburse us.

**15. Title.** The Vehicle will be titled in the name of the Holder, you will register the Vehicle as directed by Holder.

**16. Indemnification.** You will indemnify Lessor and Holder from any loss or damage to the Vehicle and from all claims, losses, and costs related to the use or condition of the Vehicle. You will pay all fines and tickets imposed on the Vehicle or its driver. If You do not pay and Holder does pay, You will reimburse Holder and pay a \$20 fee for each fine paid for You.

**17. Modification.** Any change to this Lease must be in writing and signed by Holder, however, if permitted by law, extensions, deferrals or due date changes may be agreed to orally by You and us, and we will send You written confirmation of our agreement.

**18. Assignment.** Lessor will assign this Lease to the Holder. You must pay all amounts due under this Lease to Holder or as Holder further directs You to. You will look only to the Lessor to do anything that the Lessor agreed to do in this Lease. Lessor and its employees are not agents of Holder and have no authority to obligate Holder.

**19. General.** The law that will apply to this Lease is the law of the state where the Lessee resides at the time of entering this Lease or within 30 days after entering this Lease. If any law does not allow any of the agreements in this Lease, they will be void. The rest of this Lease will still be good.

Exhibit A  
5/5

4-291-5413 (11/88) MU (BACK)

**15) Vehicle Insurance.** The following types and amounts of insurance will be required in connection with this Lease: You must insure the Vehicle for its Actual Cash Value during this Lease. The insurance must be acceptable to Holder. The insurance must name the Holder as a loss payee and additional insured. It must include a) comprehensive fire and theft coverage with a maximum deductible of \$500; (b) collision coverage with a maximum deductible of \$750; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$100,000 for any one person and \$300,000 for any one accident and \$50,000 for property damage, or \$300,000 combined single limit. You must give Holder evidence of this insurance. You authorize Holder to receive and endorse checks or drafts and settle or release any claims related to Holder's ownership of the Vehicle. You assign to Holder any other insurance proceeds related to this Lease or Holder's ownership of the Vehicle. You will tell Your agent to mail the policy to the address to which Lessor or Holder directs.

No physical damage or liability insurance coverage for bodily injury or property damage caused to others is included in this lease.

**16) Standards for Wear and Use.** The following standards are applicable for determining unreasonable or excess wear and use of the leased Vehicle: Excessive wear would include, for example: (a) glass, body panels, trim, lights or paint that is broken, damaged, scratched, cracked, or dented; (b) tires that do not match or with less than 1/8 inch of tread; (c) electrical or mechanical parts not working; (d) interior rips, stains, holes, or worn areas inside the Vehicle; or (e) any damage which would be covered by insurance whether or not insurance is in force.

**17) Maintenance.** You agree to maintain and service the Vehicle at Your own expense. You agree to follow the owner's manual and maintenance schedule for the vehicle and to make all necessary repairs and replacements to the Vehicle as required. You are also responsible for all operating costs such as gas and oil. Lessor will provide maintenance services unless You agree at Your option to buy a separate maintenance agreement.

**18) Additional Purchase Option Provisions.** If You elect to buy the Vehicle at the end of this Lease, You must additionally pay any amounts that You then owe us under this Lease, including then delinquent lease payments and late charges. Your option to purchase the Vehicle applies only at the end of this Lease, and does not apply should You elect to terminate this Lease early or should You default under this Lease. If You buy the Vehicle at the end of this Lease, You will not be charged for Excessive Wear and Use.

**19) Early Termination and Default.** (a) You may terminate this Lease early if You are not in default by notifying Holder, by returning the Vehicle to us and by paying: (i) an early termination fee of \$250.00; plus (ii) the amount of the Residual Value of the Vehicle (shown on the front of this Lease); plus (iii) any other amount You may owe, including taxes; minus (iv) the Vehicle's Fair Market Wholesale Value (below); minus (v) any unearned Rent Charges calculated on a constant yield basis; minus (vi) Your refundable security deposit (if any). If there is any overage, it will be refunded to You.

b) We may terminate this Lease before the end of this Lease after giving You notices required by law, if any, under the following conditions: (i) You do not pay any amount You owe under this Lease when we ask for it; (ii) bankruptcy is filed by You or against You; (iii) the Vehicle is seized by any government authority; (iv) You gave any false or misleading information when applying for this Lease; (v) You do not keep any other agreement under this Lease. If You default, Holder may end this Lease, take the Vehicle and sell it. You agree that we or our authorized agent can go on Your property peacefully to take the Vehicle.

Upon such termination You will owe us an amount equal to (i) the Residual Value of the Vehicle (shown on the front of this Lease); plus (ii) any other amount You may owe, including taxes; plus (iii) all expenses incurred by Holder to obtain, hold and sell the Vehicle and to enforce Holder's other rights under this Lease, including Holder's reasonable attorney fees, to the extent provided by law; minus (iv) the Vehicle's Fair Market Wholesale Value (below); minus (v) any unearned Rent Charges calculated on a constant yield basis; minus (vi) Your refundable security deposit (if any). If there is any overage, it will be refunded to You. You further authorize Holder to cancel any insurance on the Vehicle, as well as any extended warranty or service contract(s), and to apply any unearned premiums or other amounts to Your obligation.

Fair Market Wholesale Value, at Your option, will be either (i) the amount You and Holder agree to; or (ii) the value which could be received at the wholesale sale of the Vehicle as determined by a professional appraisal obtained by You at Your expense from an independent third party agreed to by Holder within 10 days of the earlier termination or default; or (iii) if not established by agreement or appraisal, the net amount received upon the sale of the Vehicle at wholesale. If You elect under (i) above, to obtain an appraisal of the Vehicle, the appraisal shall be final and binding.

**20) Vehicle Use.** You will not allow the Vehicle to be used (a) in violation of any law; (b) outside the United States or Canada without Holder's permission; (c) as a private or public carrier; or (d) contrary to the provisions of any insurance policy covering the Vehicle. You will keep this Lease and the Vehicle free of all liens. You will not assign or sublease this Lease or the Vehicle without Holder's written consent. You will not relocate this Vehicle outside of the United States.

**21) Loss or Destruction of Vehicle - GAP Protection.** If the Vehicle is lost, stolen, or destroyed beyond repair, this Lease will end. If Holder receives all of the insurance proceeds from the insurance required under this Lease, and You pay the insurance deductible and any other amounts then due under this Lease. You will not owe anything more. You will receive a refund equal to Your Lease Payment divided by the term of Your Lease times the number of months left in this Lease at the time of the loss of the Vehicle.

**22) Return of Vehicle.** If You do not buy the Vehicle, at Lease end You must return it to the Lessor and pay all amounts then due under this Lease. If You do not return the Vehicle You must pay the amount of Your Lease Payment divided by the term of Your Lease (as provided in #14 on the front of this Lease) for each month or portion thereof until the Vehicle is returned. You are not allowed to keep the Vehicle past Lease end and Your continued payment is not permission to do so. Prior to returning the Vehicle, You agree to have the Vehicle inspected as required by Holder.