

## Crowley, Ken

---

**From:** Jackson, Kevin  
**Sent:** Thursday, May 4, 2023 1:12 PM  
**To:** Sproule, Robert  
**Cc:** Crowley, Ken  
**Subject:** RE: Additional EV Leafs Purchase Opportunity - Time Sensitive

Yes. I support the recommended direction. The 25% EV/Hybrid milestone is awesome!!

---

**From:** Sproule, Robert <rsroule@oak-park.us>  
**Sent:** Thursday, May 4, 2023 12:32 PM  
**To:** Jackson, Kevin <KJackson@oak-park.us>  
**Cc:** Crowley, Ken <kcrowley@oak-park.us>  
**Subject:** Additional EV Leafs Purchase Opportunity - Time Sensitive

Kevin,

We have the opportunity to purchase three (3) 2023 EV Nissan Leafs off the retail market with the same \$5,400.00 fleet incentive and a possible \$7,500 federal rebate coming in the near future. These vehicles would put us in a position where, except in a couple special specific cases, all of our light duty vehicles for inspectors and administrative staff are EVs or hybrids. This would bring our total count of EV vehicles to 17 and alternative fuel vehicle (EV and hybrid) to 36 (over one quarter of our total fleet!).

While these vehicles were not specifically programmed in the 2023 Fleet fund, there are sufficient dollars in the Fleet Fund to cover this purchase. Money was included in the FY2023 fund to cover the purchase of 5 hybrid squads. We do not have any expectation, at this time, that we will be able to acquire these vehicles this year. The market is extremely tight on these squads. We will continue to look for them and would still have funding to purchase some if they become available as these Leafs will not utilize all of that funding. Please let me know if you would like us to move forward with the purchase of these vehicles. If you have any questions, please feel free to reach out. Thanks!

This is time sensitive.

Rob Sproule  
Public Works Director  
Village of Oak Park, Illinois  
708-358-5700  
[www.oak-park.us](http://www.oak-park.us)  
[Public Works WORKS!](#)

## RETAIL PURCHASE AGREEMENT

Deal Number: 39151  
 Date: 05/04/2023  
 Purchaser's Name(s): VILLAGE OF OAK PARK County: COOK  
 Address: 201 SOUTH BLVD OAK PARK IL 60302 DOB: \_\_\_\_\_  
 Telephone (1): \_\_\_\_\_ Telephone (2): \_\_\_\_\_  
 E-mail: \_\_\_\_\_ State I.D.# N/A Issuing State: N/A Exp. Date: N/A

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

|   |                       |  |   |                            |
|---|-----------------------|--|---|----------------------------|
| YEAR<br><b>2023</b>   | MAKE<br><b>NISSAN</b> | MODEL<br><b>Leaf</b>   | COLOR<br><b>OAK/GLACIER WH</b>  | STOCK NO.<br><b>N22573</b> |
| VIN/SERIAL NO.<br><b>1N4AZ1BV6PC557292</b>  |                       | ODOMETER READING<br><input type="checkbox"/> Not Accurate <b>6</b>   |   | SALESPERSON:               |
| THE VEHICLE IS:<br><input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED  |                       | PRIOR USE DISCLOSURE:<br><input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER |   |                            |
| <b>WARRANTY STATEMENT</b>   |                       |  |   |                            |
| Any warranties by a manufacturer or supplier other than our Dealership are theirs, <u>not ours</u> , and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. If we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction, we may not limit or modify the implied warranties. <b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> 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. <b>Traducción española: Veá Párrafo 14.</b> This Vehicle is being sold by our Dealership to you: |                       |  | <b>CASH PRICE OF VEHICLE</b><br><b>29053.00</b>                                     |                            |
| <input type="checkbox"/> AS-IS. You will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle. We expressly disclaim all express and implied warranties, including any implied warranties of merchantability and fitness for a particular purpose. The vehicle is sold AS-IS because:   |                       |  |   |                            |
| <input type="checkbox"/> It is a new vehicle.<br><input type="checkbox"/> It is a used vehicle with more than 150,000 miles.<br><input type="checkbox"/> Other: <u>N/A</u>  |                       |  |   |                            |
| <input type="checkbox"/> With the attached Power Train Warranty. No express warranty or implied warranty of fitness for any particular purpose or implied warranty of merchantability beyond that set forth in the Power Train Warranty is given by Dealership unless a box is marked below indicating that the Vehicle is sold with a Used Vehicle Limited Warranty from Dealership or Dealership enters into a Service Contract with you at the time of, or within 90 days of, the date of this transaction. <b>Please refer to the Power Train Warranty section below.</b>   |                       |  |   |                            |
| <input type="checkbox"/> With the attached Used Vehicle Limited Warranty. Any implied warranties shall apply for the duration required by State Law or the duration of the Used Vehicle Limited Warranty, whichever is longer.  |                       |  |   |                            |
| <input type="checkbox"/> With a Service Contract between you and <u>N/A</u>   |                       |  |   |                            |
| X _____ X _____ N/A   |                       |  |   |                            |
| <b>POWER TRAIN WARRANTY</b>   |                       |  |   |                            |
| 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.   |                       |  |   |                            |
| X _____ X _____ N/A   |                       |  |   |                            |
| <b>WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS (PLEASE SEE ATTACHED WAIVER)</b>  |                       |  |   |                            |
| 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:  |                       |  |   |                            |
| 1. <u>N/A</u>   |                       |  |   |                            |
| 2. <u>N/A</u>   |                       |  |   |                            |
| 3. <u>N/A</u>   |                       |  |   |                            |
| Consumer's Signature(s): _____ Date: _____  |                       |  |   |                            |
| <b>TRADE-IN VEHICLE INFORMATION</b>   |                       |  |   |                            |
| Year:   | Make:                 | Model:   | Color:  |                            |
| <u>N/A</u>  | <u>N/A</u>            | <u>N/A</u>   | <u>N/A</u>  |                            |
| VIN/Serial No:  |                       | Odometer Reading:  |   |                            |
| <u>N/A</u>  |                       | <input type="checkbox"/> Not Accurate <u>N/A</u>   |   |                            |
| Trade-In Allowance:   |                       | Balance Owed & Lienholder:   |   |                            |
| <u>N/A</u>  |                       | <u>N/A</u>   |   |                            |
| <b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>   |                       |  |   |                            |
| <input type="checkbox"/> PLEASE SEE THE DELIVERY CONFIRMATION   |                       |  |   |                            |
| <input type="checkbox"/> PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT   |                       |  |   |                            |
|   |                       |  | <b>DOCUMENTARY FEE*</b><br>(See Paragraph 12)<br><b>347.26</b>                      |                            |
|   |                       |  | <b>OPTIONAL ERT FEE</b><br><b>35.00</b>   |                            |
|   |                       |  | <b>TOTAL DUE</b><br><b>29590.26</b>   |                            |
|   |                       |  | <b>LESS DEPOSIT/DOWN PAYMENT</b><br>(If Deposit, see Deposit Receipt)<br><b>N/A</b> |                            |
|   |                       |  | <b>LESS REBATE</b><br><b>5400.00</b>  |                            |
|   |                       |  | <b>N/A</b>  |                            |
|   |                       |  | <b>N/A</b>  |                            |
|   |                       |  | <b>LESS CASH DUE AT DELIVERY</b><br><b>N/A</b>                                      |                            |
|   |                       |  | <b>AMOUNT TO BE FINANCED</b><br>(See Paragraphs 17 and 19)<br><b>24190.26</b>       |                            |

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

05/04/2023 05/04/2023

Purchaser: \_\_\_\_\_ Accepted by Authorized Dealership Representative

Purchaser: N/A 94503\*1\*ZNG-F1 05/04/2023 07:29 pm

DealerCAP CATALOG #8963153\_B © 2015 CDK Global, LLC Illinois (01/20)

# ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

Initial

1. **Terms Used In This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
- **Agreement** - Means all of the pages of this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
  - **You, Your** - Means the Purchaser(s) identified in this Agreement.
  - **We, Us, Our** - Means the Dealership that is identified in this Agreement and its Authorized Representatives.
  - **Manufacturer** - Means the company that manufactured the Vehicle.
  - **Vehicle** - Means the Vehicle that you are purchasing from us as described in this Agreement.
  - **Trade-In Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.
2. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
3. **Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.
4. **Your Representations and Warranties:** You represent, warrant and affirm to us that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full, any check given to us will be honored by your Bank, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.
5. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, reconstructed, rebuilt, flood, lemon buyback vehicle, or any other title brand; that you have the right to sell or otherwise convey such Trade-In Vehicle; that such Trade-In Vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; that all emission control equipment is on the Trade-In Vehicle and appears properly connected and undamaged; that you have accurately disclosed any information known to you regarding prior use of the vehicle, prior damage, paint work, modifications and any mechanical defects; and, unless you have told us otherwise, that you have not removed equipment from the Trade-In Vehicle subsequent to our appraisal, that the odometer reading shown is accurate, and all airbags in the vehicle are of original equipment and have never been deployed or disconnected.
6. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
7. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
8. **Remedies Upon Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified or pursuant to Paragraphs 2 or 7. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for and agree to pay to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.
9. **Purchaser's Default and Dealership's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph 9 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
10. **Security Agreement:** Purchaser hereby grants the Dealership, its successors and assigns, a security interest in the Vehicle, equipment and accessories to be purchased pursuant to this Agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.
11. **Other Products and Services:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Amount to be Financed under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lender.
12. **DOCUMENTARY FEE:** A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2020, WAS \$300. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$300, 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.
13. **Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.
14. **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. **SPANISH TRANSLATION: Guía para compradores de vehículos usados. La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier provisión que establezca lo contrario y que aparezca en el contrato de venta.**
15. **GOVERNING LAW:** THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.
16. **LIMIT ON DAMAGES:** TO THE EXTENT PERMITTED BY ILLINOIS LAW, PURCHASER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
17. **CONDITIONAL (SPOT) DELIVERY AGREEMENT/LIMITED RIGHT TO CANCEL:** Customer may secure financing for this transaction through Dealer or a financial institution of Customer's choice that is acceptable to Dealer. If Customer and Co-Customer have elected to secure financing through Dealer, the provisions of the Conditional (Spot) Delivery Agreement/Limited Right to Cancel will apply. We may cancel this Agreement if: (1) you provide false or incomplete information regarding your creditworthiness; (2) your credit application is not approved by a financing source; or (3) your purchase is subject to the Conditional (Spot) Delivery Agreement/Limited Right to Cancel and the Retail Installment Sales Contract/Finance Contract is not accepted or approved by a financing source on terms agreed upon by you and us. We will retain possession of your Trade-In Vehicle until financing is approved and, if final financing approval is not obtained, we will return the Trade-In Vehicle and any payments you have made toward the Vehicle to you in accordance with this Agreement and the Conditional (Spot) Delivery Agreement.
18. **Entire Agreement and Signing Other Documents:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.
19. **Sales Documents Survive the Retail Installment Sale Contract:** If you and we enter into a Retail Installment Sale Contract (RISC) relating to the financed purchase of this Vehicle, you acknowledge that you signed many documents and other agreements in connection with the sale, which may have included (but are not limited to): a conditional delivery/limited right to cancel/bailment/spot delivery agreement, arbitration agreement, odometer statement, insurance related documents, credit application, title application, power of attorney, trade-in documents, service contracts, and debt cancellation or payment agreements (all of which are collectively referred to as "Sale Documents"). Notwithstanding any provision in the RISC, the parties agree that: a) the RISC and the Sale Documents are part of one transaction for Purchaser's acquisition of the Vehicle and are intended to be read together; b) that the Sale Documents are not superseded by the RISC; c) certain aspects of Purchaser's acquisition of the Vehicle are addressed by the Sale Documents and not the RISC; d) to the extent of any conflict between the Sale Documents and the RISC, other than as to Truth In Lending disclosures and Purchaser's repayment obligations, the Sale Documents control as to the Dealership and the customer; e) while all Truth In Lending disclosures are contained in the RISC, the Sale Documents may contain conditions (precedent or subsequent) that may trigger the termination of the RISC; and f) the execution of the RISC and/or termination of the RISC as a result of the failure of any such condition, or as otherwise may be provided in writing and signed by the parties, does not nullify the Sale Documents.

**Village of Oak Park  
Equipment Replacement Analysis**

16-May-23

| Vehicle # | Year | Make  | Model     | Mileage/<br>Hours | VIN #             | Purchase<br>Date | Original<br>Purchase<br>Price | Current<br>Trade-in<br>Value | Total Maintenance Costs |  |   |
|-----------|------|-------|-----------|-------------------|-------------------|------------------|-------------------------------|------------------------------|-------------------------|--|---|
|           |      |       |           |                   |                   |                  |                               |                              | Fuel                    | Repairs and<br>Regular<br>Maintenance<br>(includes parts,<br>labor and fluids) | Combined<br>Total<br>Maintenance<br>Costs |
| 565       | 2000 | Chevy | Impala    | 79,480            | 2G1WF55K2Y9280157 | 3/22/2000        | \$19,544.00                   | \$1,100.00                   | \$31,823.00             | \$8,224.00   | \$40,047.00                               |
| 577       | 2000 | Chevy | Astro Van | 31,940            | 1GCDM19W3YB213365 | 7/17/2000        | \$19,531.00                   | \$4,000.00                   | \$20,946.00             | \$6,913.00   | \$27,859.00                               |
| 243       | 2013 | Ford  | Explorer  | 132,032           | 1FM5K8ARXDGC25725 | 10/6/2000        | \$25,714.00                   | \$5,000.00                   | \$30,360.00             | \$72,639.00  | \$102,999.00                              |