

City of Waukesha

201 Delafield Street Waukesha, WI 53188 Tel: 262.542.3700 waukesha-wi.gov

City of Waukesha Cover Sheet

Committee:	Meeting Date:
ID Number:	Ordinance/Resolution Number (if applicable):
Department Submitting:	Submission Date:
Agenda Item Title:	

Options & Alternatives:

Additional Details:



City of Waukesha

201 Delafield Street Waukesha, WI 53188 Tel: 262.542.3700 waukesha-wi.gov

What is the Strategic Plan Priority this item relates to:

What impact will this item have on the Strategic Plan Priority?

Financial Remarks:

Executive Recommendation:

Suggested Motion:

Reviewed By:

Finance Director	Date Reviewed
City Attorney	Date Reviewed
City Administrator	Date Reviewed

MOTOR VEHICLE LEASE ORDER The undersigned Prospective Lessee hereby orders the Leased Vehicle described below.

DEALER NAME UMANSKY TOYOTA	VEH. STOCK NO. OR ORDER NO.	MILEAGE AT SIGNING	ORDER DATE	
ADDRESS 1620 W SILVER SPRING DR	T62752	15	05/15/2025	
CITY, STATE, ZIP MILWAUKEE, WI 53209	SALESPERSON'S NAME PAUL BURBACH			
TELEPHONE NO. (414)228-1450	SALESPERSON'S LICENSE NUMBER	B6126909444	4500	

PROSPECTIVE LESSEE ("YOU") CITY NAME(S)

CEL

(262)

5544 S 42ND

PROSPECTIVE LESSEE

RESIDENCE PHONE

(262)424-1982

N/A

				LICENSE NUMBER		D	0120303444	000	
OF WAUK	ESHA								
				CITY			STATE	ZIP	
ST				GREENFIELD			WI	53	
L PHONE	BUSINESS PHONE	RESIDENCE COUNTY	RESIDE	RESIDENCE TOWNSHIP/CITY/VILLAGE			E-MAIL ADDRESS		
424-6460	(262)424-6460	MILWAUKEE		GREENFIELD		tfilter2@gmail		ail.com	
N/A	N/A	N/A		N/A			N/A		
						LICENS	E NO.		
							N	/^	

	NTER MY ORDER FOR THE NG DESCRIBED VEHICLE		TITLE AS 🏝 CAR	🔲 TRUCK 🔲 М	OTORCYCLE 🔲 OTHI	ER N/A
	MODEL YEAR	MAKE – TRADE NAME	MODEL	BODY TYPE	COLOR	IDENTIFICATION NO.
LEASED VEHICLE	2025	ΤΟΥΟΤΑ	CAMRY	LE	Underground	4T1DAACK9SU162752
OWNED OF LEASED TH	RADE-IN 2022	ΤΟΥΟΤΑ	VENZA	SUV	BLACK	JTEAAAAH7NJ098548
2ND VEHIC	CLE NI/A	N/A	N/A	N/A	N/A	N/A
		ufacturer warranties. Warranty	, terms may be	7. Term of	Lease	
		the purchase contract are final		a.	~~	MONTHS 30,000 MILES
	ANTY & SERVICE CON				ess mileage charge o	
		coverages and exclusions. De				8d)\$499.85
warrant	ies of merchantability an	d fitness for a particular purpo	se.			\$ 499.85
		s "Dealership" is checked und			able Portion of Montl	
		IS and the dealer assumes no atements about the vehicle.	responsibility for any		8a x30 % Taxable	
IMPOR	FANT: Ask for all promise	es in writing. Spoken promise	s are difficult to enforce.	·		where $(8b \times N/A)$
		ble. Terms agreed to on the pu			,	um Tax)\$N/A
final.					n-taxable Portion of N	
Manufa	acturer Warranty Info	rmation				\$499.85
(Deale	r is not a party to any jinal Manufacturer W	manufacturer warranty) arranty (either new or rem	ainina)		TO PURCHASE (Che	
	iration: <u>N/A</u> (d		hichever comes first.			on to purchase the leased vehicle at the end
	uctible: N/A	Transfer fee:	N/A			20,014.00_, plus fees, taxes and other
		arranty EXPIRED or NOT K	NOWN		irges required by law.	, ·
		arranty CANCELLED due to				option to purchase the leased vehicle.
		RRANTY/SERVICE CONTRA				ired to provide insurance for the leased
		rer 🔲 Warranty compan			s follows:	
Duratio	n· N/A (monthe)	N/A (miles), w	hichever comes first		olic Liability Insurance	
		(nincs), w			n Property Damage L	
	tage of repair costs to	be paid by you: N/A			n Bodily Injury Limits	ψ
						······ψ (per person)
	CONDITIONS OF LEA				/sical Damage Maxim	
N/A	CONDITIONS OF LEA	10E				
N/A						ψ(consion)
N/A						T PRICE PROTECTED. If the manufacturer's
N/A				_		eased vehicle increases before vehicle
N/A				•••	•	ost shall be the current capitalized cost,
						facturer's suggested retail price adjusted by
I FASE	INFORMATION					
		\$	31,869.00		RY DATE (check A or I	cost will be adjusted accordingly.
a.	•	d Cost includes a Services I			Definite delivery dat	· · · · · · · · · · · · · · · · · · ·
u.		nter N/A on line 5b.)	00		-	benalty, if through no fault of that party, the
2 Ca	φ	ion\$	336.65			
		st (1 – 2)\$	31,532.35		Anticipated deliver	vered by the definite delivery date. y date:N/AYou may cancel
4. Re	sidual Value					penalty if, through no fault of yours, the
		gning (Sum of 5a: 5h).\$	1,500.00			livered within 15 days after the antici-
з. А П а.	Capitalized Cost Red		6.65			
b.	Services Fee		9.00			ou must accept delivery of the vehicle /ehicle Lease Agreement, upon terms
C.		Ť	I/A			
d.	Sales/Use Tax		I/A			disclosed in this agreement, within five
u. e.	First Monthly Paym	·····Ψ	9.85			fies You that the leased vehicle is avail-
e. f.	Refundable Security		I/A			ealer may cancel this agreement and
	Title & Registration	Ουρυδιίψ	4.50			le to another person.
g. b		Τ 003ψ	I/A			
h. 6. Ho	w Amounts Due At Le	ψ				Owned Trade-in Vehicle (Check one)
	Positive Net Trade-in		N/A		oss Allowance	Ψ
a. b.	Consumer Rebates	ΠΑΠΟΨΑΠΟΟφ	00.00		imated Payoff	······································
υ.	Rebate Description	φ			Trade Equity (13a – 1	a will be included as part of the gross
	περαιε μεροπρίοπ	AIIIU	111L	u d is dreate	r man a me difference	e war de included as dart of the dross

If b is greater than a the difference will be included as part of the gross capitalized cost. If a is greater than b, enter the difference on line 6a. A services fee is not required by law, but may be charged to motor vehicle purchasers or lessees for services related to compliance with state and federal laws, verifications and public safety, and must be reasonable.

THE APPRAISAL OF THE TRADE-IN IS BASED ON AN ODOMETER READING OF UP TO	N/A	MILES/KILOMETERS. THE
TRADE-IN MAY BE REAPPRAISED IF IT EXCEEDS THIS LIMIT.		

N/A

500.00

.\$

\$

.....\$

LOYALTY

Cash Payment with Order

Cash Payment Due at Lease Signing\$

N/A

C.

d.

1,000.00

N/A

BUYER'S REPRESENTATIONS: This transaction is voidable at the option of the dealer at any time prior to delivery of the leased vehicle if any of the representations contained on the Buyer's Representation Statement that refers to this contract are untrue. The option to void this transaction in no way limits or restricts the election of other remedies available to the dealer prior to or after the closing of this transaction and these representations survive the closing of this transaction as to other remedies.

This is a lease order only. It is not an agreement to enter into a Motor Vehicle Lease Agreement. The above lease terms presently are contemplated but are not binding on You and are binding on the Dealer only if the Leased Vehicle is available from the manufacturer with the equipment and rebates (if any) described and a sales finance company with which the Dealer does business approves Your credit and agrees to accept assignment of the Motor Vehicle Lease Agreement between You and the Dealer that includes these terms.

When the Leased Vehicle is available for delivery, if You do not sign the Motor Vehicle Lease Agreement offered to You and accept delivery of the Lease Vehicle within 5 days after Dealer notifies You of such availability, the Dealer may cancel this order without further notice to You. Dealer may also ask You to sign a binding Motor Vehicle Prelease Agreement for the Leased Vehicle prior to the Leased Vehicle being available for delivery, but only after providing You with all lease dis closures required by applicable law. If You fail to sign such an agreement within 1 days after receiving such disclosures. Dealer may cancel this order without further notice to You.

sosures required by applicable law. If you rail to sign such an agreement within 10 days after receiving such disclosures, beater may cancel this order without further notice to you.							
PROSPECTIVE LESSEE'S SIGNATURE(S)	DATE		TIME	A.M.			
PROSPECTIVE LESSEE 5 SIGNATURE(3)	SIGNED	05/15/2025	SIGNED N/A	P.M.			
ACCEPTED BY DEALER OR AUTHORIZED AGENT	DATE		TIME	A.M.			
AUTHORIZED SIGNATURE	SIGNED	05/15/2025	SIGNED N/A	P.M.			

53221-3922

Original

OTHER TERMS AND CONDITIONS

- The Prospective Lessee ("You") acknowledges that time is of the 1. essence and agrees to execute any actions and all forms of agreement or documents legally necessary as reasonably required by the Dealer to complete the transaction contemplated by this Lease Order ("Order").
- 2. If the Manufacturer makes any changes in the model or design of any accessories and/or parts of any new motor vehicles at any time, it does not create any obligation on the part of the Dealer to make corresponding changes in the vehicle covered by this Order either before or subsequent to the delivery of such vehicle to You.

ORDER OUT VEHICLE NOT PRICE PROTECTED Dealer -- Transfer amounts to all plies of this Order.

- Current model year price known. If the manufacturer's A. suggested retail price increases before vehicle delivery, the final gross capitalized cost shall be the current gross capitalized cost (line 1 under Lease Information on the face of this Order) plus the increase in the manufacturer's suggested retail price adjusted by _ markup of said increase. % discount or
- □ Price of newly introduced model currently unknown. Β. The final cash price used to determine the gross capitalized cost shall be the total of the manufacturer's suggested retail price upon delivery, plus the price of any Dealer installed options set forth in the contract with _____% discount subtracted from or markup added to the total.

However, if the gross capitalized cost under either A or B exceeds , You may rescind this Order without penalty. Also the Dealer is not obligated to deliver unless You agree to the final lease terms

- 3. Contingent Agreements. If this Order is for a vehicle for which the Dealer has already executed a purchase contract, lease order or lease agreement (Contract), this Order shall be contingent on the Contract not being completed, which contingency shall be stated under "Other Conditions of Lease" on the face of this Order. If this contingency exists, You may rescind this Order at any time prior to being notified by the Dealer that the Contract was not completed and the contingency has been removed from this Order. If this Order is rescinded or the Contract completed, any deposit, down payment or trade-in shall be returned to You within one business day.
- 4. Estimated trade-in lien payoff amounts. When the payoff for a trade-in vehicle is uncertain, the Dealer may estimate the payoff in determining the Net Trade-in Allowance (line 13 under Lease Information on the face side of this Order). Where such an estimate is used, You may rescind this Order if the actual amount needed to pay off all extensions of credit secured by the motor vehicle exceeds the estimated payoff amount by more than 1 payment on the note secured by the trade-in vehicle. The actual difference between the estimated payoff and actual payoff shall be disclosed to You in writing. Your failure to accept delivery of the leased vehicle or agreement in writing to waive the payoff difference within 7 days of being notified of the payoff difference shall automatically rescind this Order.
- VEHICLE REBATES. If, for any reason, You do not qualify for a rebate referenced on the face of this Order You may rescind this 5 Order unless the Dealer discounts the gross capitalized cost by the amount of the rebate. If You do not qualify for a rebate and the Dealer will not provide a discount in the amount of the rebate, the Dealer shall notify You in writing of a. the fact that You do not qualify for the rebate

b. that this Order shall be rescinded unless You, within 7 days, sign a new lease order that does not reference the rebate for which You do not qualify.

If You fail, within 7 days of receiving written notification, to execute a new lease order this Order will be automatically rescinded. If You execute a new lease order after being notified that You do not qualify for a rebate, You waive Your objections related to the rebate.

- 6. The Dealer shall have the right to reappraise the motor vehicle to be traded-in and modify accordingly the net trade-in allowance, if the trade-in is subsequently damaged or parts and/or accessories have been removed or replaced, or if it exceeds any mileage/kilometer limitation stated on the face of this Order.
- TITLE INFORMATION: This transaction is voidable at the option of 7. the Dealer or You if the certificate of title to the trade-in vehicle with respect to the Dealer's option, or to the leased vehicle with respect to Your option, contains information, which materially affects the value of such vehicle and which is not disclosed on the face of this Order, provided that written notice exercising such option is mailed or personally delivered to the other party within two business days of the date the appropriate certificate of title has first been made available to Dealer or You for inspection.
- If the leased vehicle is being ordered from the manufacturer, the Dealer's obligation to deliver the leased vehicle is expressly conditioned upon the manufacturer, delivering the vehicle to the Dealer unless such nondelivery results from Dealer's acts or omissions.
- 9. Any cash deposit which the Dealer receives from You at the time You sign this agreement will be applied to the amount due at lease signing. If this agreement is terminated or cancelled prior to lease signing under circumstances where You are not liable to Dealer for any damages or penalty, Dealer will mail the deposit to You at Your address set forth on the face side within two business days. If this agreement is rescinded, terminated or cancelled under circumstances where You are liable to Dealer for damages or a penalty, Dealer may set off the deposit against that liability.

- 10. Dealer's obligations under this Order are contingent upon approval of Your credit and agreement to accept assignment of the Motor Vehicle Lease Agreement between You and Dealer by a sales finance company with whom Dealer does business. Dealer reserves the right to terminate this Order without liability for damages or penalty by either party if this contingency is not satisfied.
- 11. This Order is the final expression of all agreements and understandings between You and Dealer regarding the leased vehicle and lease transaction contemplated by it and supersedes and replaces all prior agreements, understandings and representations with respect to those matters. This Order may not be modified except by a writing signed by the party against whom the modification is sought to be enforced.
- 12. You may not assign Your interest in this Order without Dealer's consent. The Motor Vehicle Lease Agreement entered into between You and Dealer at the time of delivery will be assignable to a sales finance company with whom Dealer does business.
- By signing this Order you agree that You are not leasing this vehicle 13. for export. If the vehicle is exported within six (6) months of delivery, You will be liable to Dealer for any and all manufacturer penalties imposed upon the Dealer.
- THE DEALER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE LEASED VEHICLE, INCLUDING DAMAGES TO PROPERTY, OR DAMAGES FOR LOSS OF USE, LOSS OF TIME, OR LOSS OF PROFITS OR INCOME OR OTHER ECONOMIC LOSS

Contact the Dealer to discuss any questions or problems about Your vehicle or this Order. If you are unable to resolve any disputes with the Dealer You may contact:

Division of Motor Vehicles, Dealer Section Wisconsin Department of Transportation P.O. Box 7909 Madison, WI 53707-7909

The Dealer Section licenses motor vehicle dealers and administers the administrative regulations governing consumer protection in vehicle sale transactions, Ch. Trans 139, Wis. Admin. Code.

Owned Versus Leased Trade-in

The term "trade-in" refers to an owned or leased vehicle. For the purposes of this document, the value of an owned "trade-in" is the "tradein allowance". The value of a leased "trade-in" is the "gross allowance".

The sales tax treatment differs depending on whether the "trade-in" is owned or leased:

Owned Vehicle Trade-In

Excerpted from Wisconsin Dept. of Revenue's Publication 202 (6/11) II.B.1.a.

"If the sale of a motor vehicle and the (owned) trade-in are one transaction, the sales price or purchase price subject to Wisconsin sales or use tax does not include the amount of the (owned) trade-in. Therefore, if a motor vehicle is traded for a motor vehicle of greater value, the amount subject to tax is only that amount representing the difference between the full purchase price and the amount allowed for the (owned) motor vehicle trade-in.

Leased Vehicle Trade-In

When a leased vehicle is traded-in the lessee does not get a sales tax credit for the gross allowance, only for the amount of positive leased trade-in allowance. Leased trade-in allowance is determined by subtracting the payoff and any amount refunded to the customer from the gross allowance. Positive leased trade-in allowance reduces the amount subject to sales tax. Negative leased trade-in allowance, or being "upside down", increases the amount subject to sales tax.

Leased Trade-In Calculation:

Gross Allowance - Estimated Lease Payoff = Net Lease Equity Negative equity is added to the cash price.

Leased Turn-In

A leased vehicle turned-in at a dealership for return to the lessor is not a Leased Trade-in. Lease Turn-in transactions differ from Lease Trade-ins in that:

- The lessee is not purchasing the leased vehicle for purposes of trading it in at the dealership.
- The dealership is not offering an allowance for the vehicle as part of a new lease or sale transaction.
- At the time the vehicle is turned-in at the dealership, the Lesson retains ownership of the vehicle.
- Any equity in the leased vehicle, either positive or negative, is determined by the terms of the lease agreement and is owed between the lessor and the lessee.
- Lease turn-in vehicles are not traded-in to a dealership and therefore not part of a new vehicle sale or lease transaction.
- As part of a new transaction, a dealership may, at its discretion, choose to assist a lessee who has negative equity on a lease turn-in with paying toward a remaining lease balance. A dealership choosing to do so would not document the payment as part of a trade-in on the new transaction; rather the amount would be documented in Other Conditions of Sale or Lease.

BUYER'S REPRESENTATIONS STATEMENT

DEALER	PROSPECTIVE LESSEE	DATE
UMANSKY TOYOTA	CITY OF WAUKESHA	05/15/2025

This statement refers to the Motor Vehicle Lease Order ("the Order") dated above between the Dealer and the undersigned Prospective Lessee(s) who is(are) the owner(s) or lessee(s) of the owned or leased trade-in vehicle ("trade-in") described below.

PROSPECTIVE LESSEE NAME CITY OF WAUKESHA					CO-P	ROSPECTIVE LESSEE NAME					
PROSPECTIVE LESSEE STREET ADDRESS 5544 S 42ND ST					CITY	GREENFIELD	STATE WI	ZIP 53221-3922			
RESIDENCE	E PHONE	С	ELL PHONE	BUSINESS	PHONE	RESIDENCE	COUNTY	RESID	ENCE TOWNSHIP/CITY/VILLAGE	E-MAIL A	DDRESS
(262)424	-1982	(26	2)424-6460	(262)424	A24-6460 MILWAUKE		MILWAUKEE		GREENFIELD	tfilter2@g	ımail.com
N/A	Ą		N/A	N//	A	N/A			N/A	N	/A
	MODEL YE	EAR	MAKE – TRAI	DE NAME	М	ODEL	BOD	Y TYPE	IDENT	TIFICATION NO.	
LEASED VEHICLE	2025		тоуо			AMRY LE		LE	4T1DAA	CK9SU162752	
OWNED OR LEASED TRADE-IN	2022		тоуо	TA	VENZA SUV		SUV	JTEAAAAH7NJ098548			
2ND VEHICLE	N/A		N/A		1	N/A		N/A	N/A		

BUYER'S REPRESENTATIONS: You must read and answer these questions. I represent and warrant:

	YES		NO					
1. That I am 18 years of age or older.	X							
2. That I have full power, right and lawful authority to dispose of the trade-in.		N/A						
3. That, notwithstanding the payoff amount that dealer agrees to make as indicated in the Lease Information of the Lease Order form or in Other Conditions of Lease, I will ensure that any and all liens or encumbrances on the trade-in are satisfied and released before or immediately upon delivery of the trade-in to the Dealer								
4. That the only holder(s) of a security interest or lien in the trade-in ("Lienholders") is (are) shown below.		N/A						
5. That the trade-in is not subject to a child support lien		N/A						
6. That the trade-in does not have a cracked or defective head, block, powertrain, or frame (including supportive portion of unibody).		N/A						
7. That all parts of the trade-in emission control system are as originally installed by the manufacturer or have comparable and tested replacement equipment								
8. That the engine and transmission of the trade-in have not been changed from manufacturer's original equipment specifications.								
9. That while I have owned or leased the trade-in its odometer has not been replaced, tampered with or otherwise altered in any way and I believe that the trade-in vehicle's								
current odometer reading ofN/A miles/kilometers does reflect its								
actual mileage		N/A						
10.That while I have owned or leased the trade-in its restraining devices (including airbags and belts) have not been replaced, tampered with, or otherwise altered in any way								
11.That the trade-in has not previously been a salvage vehicle, manufacturer buyback, or subject to any other title brands.								
12. That the trade-in has not previously been flood or water damaged		N/A						
13. That the trade-in does not have any corrective welds or other evidence of repair to the strut tower, floor pan, frame or other structural portion of the unibody.		N/A						

Lienholder(s):			
Explain all "NO" Answers:			
Lessee Signature:	Date:	05/15/2025	
On Lange Circulture	Data	N/A	
Co-Lessee Signature:	Date:	IN/A	