

# VILLAGE OF RUSHVILLE RECORD OF ORDINANCE

Ordinance: 20-2023

Date Passed: 8-14-23

## AN ORDINANCE PROVIDING FOR THE PURCHASE OF A NEW MAINTENANCE TRUCK, REPEALING ORDINANCE 6-2023, AND DECLARING AN EMERGENCY

**Whereas**, the village of Rushville is responsible for general roadway maintenance, water and sewer maintenance, and other daily and routine maintenance tasks throughout the village;

**Whereas**, fulfilling the responsibility of maintenance throughout the village is best accomplished with the use of a reliable and safe maintenance truck;

**Whereas**, the truck currently in use by the village is suffering increasing breakdowns, which require increasing costs for repairs, but which provide only temporary fixes and diminishing returns on the expenses of the repairs;

**Whereas**, village staff started in February 2023 looking for a truck suitable to replace the existing truck, but have found that even used trucks are expensive and come with their own mechanical issues (and the used vehicle market in general being inflated due to worldwide economic factors driving prices higher);

**Whereas**, even a solid and mechanically sound used truck will require refitting with certain components to suit the needs of the village;

**Whereas**, the current truck is unsafe to operate at highway speeds and was a used vehicle when purchased by the village;

**Whereas**, the village is as concerned about the safety of its maintenance workers as it is about the safety of its citizens, and cannot morally or ethically or in consideration of sound policy ask its employees to operate unsafe equipment or vehicles;



**Whereas**, village maintenance workers have been forced to use their own vehicles when the village truck is inoperable;

**Whereas**, the village has located a new truck, known as a 2023 GMC Sierra Pro, that will serve the village for years to come, at a fair and reasonable price;

**Now, Therefore, Be It Ordained by the Council of the Village of Rushville, Fairfield County, State of Ohio:**

**Section 1.** The council of the village of Rushville has determined it necessary to purchase a new truck to replace the existing one.

- Section 2** The Village Administrators and Clerk/Treasurer are hereby directed to execute Attachment A, the written contract to secure the purchase of a truck that meets the specifications and needs of the Village.
- Section 3.** The cost and terms for the purchase are listed in Attachment A and incorporated herein by reference.
- Section 4.** This ordinance repeals Ordinance 6-2023.
- Section 5.** This ordinance is hereby declared an emergency measure in that the public peace, safety, health and welfare of the inhabitants of the village of Rushville are involved, specifically the village maintenance workers require a safe and task specific vehicle to perform maintenance within the village in a timely manner, thus ensuring the safety of the community, and shall take effect upon passage by council and signing by the mayor.

  
John Burge, Acting Mayor  


  
Cindy Lewis, Clerk/Treasurer

Approved as to form only:  
Jon M. Browning, Village Solicitor

DATE 08/11/2023

COUGHLIN AUTOMOTIVE OF CIRCLEVILLE

24001 Us Highway 23 S

DEAL NO. CV1483

Circleville, OH 43113

Phone: (740)474-3138

FAX: N/A



RETAIL PURCHASE AGREEMENT (BUYERS ORDER)

PURCHASER'S NAME(S) THE VILLAGE OF RUSHVILLE D.O.B. N/A
ADDRESS 3198 MARKET ST
CITY/STATE RUSHVILLE, OH ZIP 43150 COUNTY FAIRFIELD PHONE (740)785-0982
EMAIL N/A D.L./STATE ID NO. N/A ISSUING STATE OH EXP. DATE
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 leasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

VEHICLE BEING PURCHASED

THE VEHICLE IS: [X] NEW [ ] USED PRIOR USE DISCLOSURE: [ ] FACTORY OFFICIAL [ ] DEMO [ ] RENTAL [ ] OTHER VIN/SERIAL NO. 3GTNUA EK4PG192927 STOCK NO. CV1483
YEAR 2023 MAKE GMC MODEL SIERRA 1500 COLOR N/A ODOMETER READING 39 [ ] NOT ACCURATE SALESPERSON JODIE BELL

TRADE-IN INFORMATION

YEAR MAKE MODEL
VIN/SERIAL NO.
COLOR MILEAGE [ ] NOT ACCURATE
TRADE-IN 1 ALLOWANCE N/A
BALANCE OWED & LIENHOLDER
YEAR MAKE MODEL
VIN/SERIAL NO.
COLOR MILEAGE [ ] NOT ACCURATE
TRADE-IN 2 ALLOWANCE N/A
BALANCE OWED & LIENHOLDER
[ ] DEPOSIT/ [ ] PARTIAL PAYMENT: The sum of \$ N/A was received from you as a Deposit/Partial Payment. It is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for \_\_\_\_\_ days.
NEGATIVE EQUITY: You are aware that the Balance Owed on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by the difference (known as the "Negative Equity" amount).

Table with 2 columns: Description and Amount. Rows include CASH PRICE OF VEHICLE (39,950.00), OTHER GOODS/SERVICES (N/A), TOTAL SELLING PRICE (39,950.00), TOTAL TAXABLE (39,950.00), SALES TAX @ N/A (N/A), TITLE/LIC/REG FEES (35.00), DOCUMENT FEE (250.00), TOTAL DUE (40,235.00), DEPOSIT/PARTIAL PAYMENT (N/A), UNPAID BALANCE (40,235.00).

WARRANTY STATEMENT

We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, 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 purchase of the Vehicle and the related goods and services.

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. TRADUCCION ESPANOLA: VEA EL DORSO.

[ ] USED VEHICLE LIMITED WARRANTY APPLIES. We are providing the attached Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.

I have read and accept the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and hereby acknowledge that this Agreement is complete and accurately reflects the Agreements between the Dealership and myself. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until accepted by an Authorized Dealership Representative.

PURCHASER \_\_\_\_\_

ACCEPTED BY AUTHORIZED DEALERSHIP REPRESENTATIVE \_\_\_\_\_

PURCHASER \_\_\_\_\_