

ORDINANCE NO. 2016- 02**AN ORDINANCE TO AUTHORIZE VILLAGE ADMINISTRATOR TO EXCEED SPENDING LIMIT AND SPEND UP TO \$80,000.00 TO PURCHASE A NEW MUNICIPAL TRUCK WITH THE SNOW PLOW AND DUMP PACKAGE, AND DECLARING AN EMERGENCY.**

WHEREAS, the Village of Centerburg owns and operates two dump trucks with snow equipment that are utilized to keep the streets and alleys of the Village clear of snow and ice, as well as for other Village maintenance and repair purposes; and

WHEREAS, the Village Administrator and staff have determined that the secondary and older of the two dump trucks is no longer viable for safe municipal work, and that the cost to replace the existing truck and the benefits of fewer maintenance costs and more efficient operations mandate that the Village purchase a new dump truck; and

WHEREAS, the sudden failure of the dump truck necessitates immediate replacement to ensure proper operations of Village maintenance activities; and

WHEREAS, pursuant to Revised Code Section 731.14 and 731.141, the Village Administrator, on behalf of the Village, may enter into a contract exceeding \$50,000.00 when the contract is for equipment or supplies to be purchased under Revised Code Sections 125.04 (State agency purchasing) and/or 5513.01 (State Department of Transportation purchasing); and

WHEREAS, the Village Administrator has obtained a proposal from Thomas Garage, Inc., with pricing in accordance with the aforementioned state purchasing programs.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CENTERBURG, OHIO:

Section 1. That the Village Administrator is hereby authorized to exceed his spending limit for a one time purchase up to a total expenditure not to exceed \$80,000.00 to Thomas Garage, Inc., or any of its subsidiaries, to purchase a 2015 Dodge Ram 5500 C&C Cab A truck pursuant the aforementioned state-authorized pricing programs as quoted in the March 3, 2016 purchase order, a copy of which is attached hereto as Exhibit "A."

Section 2. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare, such emergency arising out of the need to address immediate maintenance, utility, and repair needs in the Village, and to ensure welfare by promptly securing a vehicle, the availability of which is limited, that serves the Village's needs pursuant to the state-authorized pricing programs.

WHEREFORE, this ordinance shall take effect immediately upon passage and approval by the Mayor.

DATE PASSED March 7, 2016

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED: 3-7-16



LEGAL COUNSEL

I hereby certify that the ordinance or a summary of the ordinance was published once a week for two consecutive weeks on March 14, 2016 and March 21, 2016 in the *Mount Vernon News* in conformance with the Ohio Revised Code.



CLERK-TREASURER

28476

LAW LAW08-1983-2

08485

RETAIL BUYER'S ORDER

THOMAS

- Chrysler
- Dodge
- Jeep
- RAM



STOCK NO.
DEAL NO. 006162

67791 Mall Road • St. Clairsville, OH 43950 • (740) 695-0452

PURCHASER'S NAME VILLAGE OF CENTERBURG / DATE 03/03/2016
 STREET ADDRESS 49 1/2 EAST MAIN ST PHONE _____
 CITY CENTERBURG COUNTY DELAWARE STATE OH ZIP 43011 SALESPERSON KEVIN FRYE

ENTER MY ORDER FOR ONE NEW USED CAR TRUCK DEMONSTRATOR FACTORY OFFICIAL RENTAL VEHICLE AS FOLLOWS:

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM
0					

VIN	TO BE DELIVERED ON OR ABOUT	STOCK NO.
-----	-----------------------------	-----------

PRICE OF VEHICLE	\$ 29,295.00	ODOMETER MILEAGE STATEMENT THE ODOMETER OF THE PURCHASED VEHICLE NOW READS MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED BELOW. <input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.
OTHER GOODS & SERVICES	0.00	

TRADE-IN RECORD 1

YEAR	MAKE	MODEL	TYPE
N/A			
VIN #	MILEAGE		

PAYOFF \$ _____ Trade In Allowance _____

DOCUMENTARY FEE	N/A	TRADE-IN RECORD 2 <table border="1"> <tr> <th>YEAR</th> <th>MAKE</th> <th>MODEL</th> <th>TYPE</th> </tr> <tr> <td>N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td>VIN #</td> <td colspan="3">MILEAGE</td> </tr> </table>	YEAR	MAKE	MODEL	TYPE	N/A				VIN #	MILEAGE		
YEAR	MAKE		MODEL	TYPE										
N/A														
VIN #	MILEAGE													
TAXABLE PRICE	29,295.00													

PAYOFF \$ _____ Trade In Allowance _____

LESS: TRADE IN ALLOWANCE(S)	N/A
-----------------------------	-----

TAX BASE \$	29,295.00
-------------	-----------

SALES TAX %	N/A
-------------	-----

NEGATIVE EQUITY DISCLOSURE & CONSENT:
 I am aware that the balance owed on my trade-in vehicle(s) or the amount owed on my lease term in vehicle(s) exceeds the trade in allowance(s) from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ N/A (known as negative equity).

INITIALS: _____

- SEE VEHICLE DELIVERY REPORT ATTACHED
- SEE USED VEHICLE LIMITED WARRANTY ATTACHED

LIMITED RIGHT TO CANCEL APPLIES: If you have entered into a Spot Delivery Agreement-Limited Right to Cancel, the sale of the Vehicle is conditioned on final approval of financing by, or assignment of the Retail Installment Sale Contract to a lender. If final financing approval is not obtained and/or the Contract cannot be assigned, you or the Dealership may cancel the Contract in accordance with this Agreement, the Spot Delivery Agreement-Limited Right to Cancel, and the Retail Installment Sale Contract. SEE ATTACHED DOCUMENT FOR IMPORTANT DETAILS

TITLE FEE	N/A
-----------	-----

REGISTRATION FEE	N/A
------------------	-----

CREDIT LIFE AND DISABILITY	N/A
----------------------------	-----

PLUS: PAYOFF ON TRADE VEHICLE(S)	N/A
----------------------------------	-----

TOTAL DUE	\$ 29,295.00
-----------	--------------

LESS INITIAL PAYMENT/CASH DOWN	N/A
--------------------------------	-----

LESS REBATE/FACTORY INCENTIVE	N/A
-------------------------------	-----

OTHER	
-------	--

BALANCE DUE	\$ 29,295.00
-------------	--------------

REMARKS
MUNICIPAL PLOW/DUMP PACKAGE

Email JHARDIN@CENTERBURGOH.ORG

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A