



Agenda Item Executive Summary

Item Name Purchase of Two 2022 International Dump Trucks Committee or Board Board

BUDGET IMPACT

Amount: \$300,364 Budgeted \$300,000

List what fund Vehicle Replacement Fund

EXECUTIVE SUMMARY

A Cooperative of State municipalities has awarded contract # 19416CMS for the purchase of 2022 International HV607 Dump Trucks to Rush Truck Center in Springfield, IL. The Village Board approved the purchase of two (2) dump trucks to replace two (2) older dump trucks in the Public Works Department.

These vehicles would be purchased as part of the Capital Outlay Budget.

The price per specifications (\$158,360.00 each) and the vehicles will be delivered at the final prices of \$147,682.00 and \$152,682.00 due to trading in a dump truck for \$11,000 and a Super Duty for \$6,000 per truck.

The FY 2020-2021 budget provides \$300,000 for the purchase of the new vehicles. **The remainder of the \$364 surpassing this budget amount will be used from the remaining budget from earlier purchases, which came in under budget.**

ATTACHMENTS (PLEASE LIST)

Memo
Rush Truck Center Sales Order

ACTION REQUESTED

For Discussion Only

Resolution

Ordinance

- ✓ Motion: **MOTION TO APPROVE THE PURCHASE OF TWO (2) 2022 INTERNATIONAL HV607 DUMP TRUCKS FROM RUSH TRUCK CENTER IN SPRINGFIELD, IL.**

Staff: Dan Dinges, Director of Public Works Date: 12/28/2020

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Purchase of Two 2021 International Dump Trucks
Date: December 28, 2020

A Cooperative of State municipalities has awarded contract # 19416CMS for the purchase of 2022 International HV607 Dump Trucks to Rush Truck Center in Springfield, IL. The Village Board approved the purchase of two (2) dump trucks to replace two (2) older dump trucks in the Public Works Department.

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Motion

MOTION TO APPROVE THE PURCHASE OF TWO (2) 2022 INTERNATIONAL HV607 DUMP TRUCKS FROM RUSH TRUCK CENTER IN SPRINGFIELD, IL.



Rush Truck Center, Springfield

3441 Gatlin Dr
Springfield, IL 62707
(217) 523-5631

rushtruckcenters.com

Retail Sales Order

SALES ORDER form containing vehicle details (VILLAGE OF BARTLETT), pricing (Total Cash Delivered Price: 158,682.00), and signature sections for David Mueller.



Rush Truck Center, Springfield
 3441 Gatlin Dr
 Springfield, IL 62707
 (217) 523-5631

Retail Sales Order

rushtruckcenters.com

1. Parties to Order; Definitions. As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. Reappraisal of Trade-In Vehicle. If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title. Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. Delay or Failure in Delivery; Limitation of Dealer Liability. Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. Liability for Taxes. The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. Customer's Deposit. Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. Risk of Loss; Insurance. Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. Governing Law; Venue; Time to Commence Action. Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. Limitation of Damages. Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. Fees and Expenses of Actions. In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. Execution and Delivery by Electronic Transmission. If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. No Broker; Manufacturer Incentives. If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. Communication Consent. Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial _____

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Net Sales Price:		\$76,292.00

ABOVE FIGURE IS FOR CHASSIS ONLY (Does NOT include body or mounted equipment)

ABOVE FIGURE WAS CALCULATED USING STATE CONTRACT # 19416CMS BOSS4-P-8607

ABOVE FIGURES DO NOT INCLUDE ANY FUTURE/POTENTIAL INCREASES FOR THE FOLLOWING:
EMISSION SURCAHRGES, FREIGHT / DESTINATION FEES and RAW MATERIAL SURCHARGES

DEDUCT \$1,000.00 TO PRE-PAY CHASSIS 90 DAYS AFTER DELIVERY TO BODY COMPANY

Approved by Seller:

SALES REPRESENTATIVE 12-28-2020

Official Title and Date

David Mueller

Authorized Signature

Accepted by Purchaser:

VILLAGE OF BARTLETT

Firm or Business Name

Authorized Signature and Date

**This proposal is not binding upon the seller without
Seller's Authorized Signature**

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



Rush Truck Center, Springfield

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Retail Sales Order

SALES ORDER		Date 12/28/2020	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		VILLAGE OF BARTLETT Customer's Name 228 SOUTH MAIN STREET BARTLETT IL 60103	
Make Intemational Series HV607 Year 2022 Body Type REFERENCED BELOW Color Trim STANDARD Serial # Stock # To be delivered on or about	Street City State Zip E 9998-1051-07 (630) 837-0811 Federal Tax ID # Business Phone Fax	Purchaser's Name Street City State Zip Federal Tax ID # Business Phone Fax David Mueller By Salesman	
STATE CONTRACT # 19416CMS BOSS-4-P-8607 WAS USED TO PRICE THE FOLLOWING EQUIPMENT TRUCK CHASSIS SPECIFICATIONS AS LISTED IN SALES PROPOSAL # 15498 DATED 10/27/2020 75,970.00	Truck Will be Titled in <u>Du Page</u> County.		
BODY & MOUNTED EQUIPMENT AS LISTED IN MONROE TRUCK QUOTE # 9TRR002320 77,897.00 DATED 11/17/2020 OPTIONAL STAINLESS STEEL BODY 4,493.00	LIENHOLDER INFORMATION Date of Lien Lien Holder Draft Through		
Sales Price 158,360.00 Factory Paid F.E.T. 0.00 F.E.T. Tire Credit 0.00 Total Factory Paid F.E.T. 0.00 Optional Extended Warranties 0.00 Sub-Total 158,360.00	UNIT #17 SERIAL # 1FDAF56R79EA24037 Total Used Vehicle Allowance * 6,000.00 Less Total Balance Owed 0.00 Total Net Allowance on Used Vehicle(s) 6,000.00 Deposit or Credit Balance 0.00 Cash with Order 0.00 ← 6,000.00 *See Trade-in details on page 4		
Dealer Paid F.E.T. * 0.00 Local Taxes 0.00 License, Transfer, Title, Registration Fee 158.00 Documentary Fee 164.00 Total Cash Delivered Price 158,682.00 Total Down Payment 6,000.00 Unpaid Cash Balance Due on Delivery 152,682.00	A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW. The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.		
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER	Customer's Signature <u>David Mueller</u> Date <u>12-28-2020</u> OFFER RECEIVED BY: SALES REPRESENTATIVE Date		
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES. IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.	OFFER ACCEPTED BY: AUTHORIZED REPRESENTATIVE Date		



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USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

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Customer Initial _____

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
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ABOVE FIGURE IS FOR CHASSIS ONLY (Does NOT include body or mounted equipment)

ABOVE FIGURE WAS CALCULATED USING STATE CONTRACT # 19416CMS BOSS4-P-8607

ABOVE FIGURES DO NOT INCLUDE ANY FUTURE/POTENTIAL INCREASES FOR THE FOLLOWING:
EMISSION SURCAHRGES, FREIGHT / DESTINATION FEES and RAW MATERIAL SURCHARGES

DEDUCT \$1,000.00 TO PRE-PAY CHASSIS 90 DAYS AFTER DELIVERY TO BODY COMPANY

Approved by Seller:

SALES REPRESENTATIVE 12-28-2020

Official Title and Date



Authorized Signature

Accepted by Purchaser:

VILLAGE OF BARTLETT

Firm or Business Name

Authorized Signature and Date

**This proposal is not binding upon the seller without
Seller's Authorized Signature**

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.