

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

ORDINANCE 2024-104

INTRODUCED BY: Dennis Kovach

SECONDED BY: Scott Wolf

AN ORDINANCE AUTHORIZING THE PURCHASE OF AN AMBULANCE FROM HORTON EMERGENCY VEHICLES IN THE AMOUNT OF \$347,158.00 THROUGH THE OHIO STATE TERM PRICING SCHEDULE, TAKING THE NECESSARY FUNDS FROM THE FIRE PARAMEDIC LEVY FUND (39) AND DECLARING AN EMERGENCY IN ORDER TO EXPEDITE THE PURCHASE OF AN EMERGENCY VEHICLE AS LEAD TIMES ARE ESTIMATED AT 735-760 DAYS

WHEREAS, the city desires to purchase a new ambulance; and

WHEREAS, the city received a quote from Horton Emergency Vehicles in the amount of \$347,158.00 through the Ohio State term pricing schedule; and

WHEREAS, it is in the best interests of the city to accept this proposal without advertising for bids; and

WHEREAS, the necessary funds shall be taken from the Fire Paramedic Levy Fund (39);

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby authorizes the purchase of an ambulance from Horton Emergency Vehicles in the amount of \$347,158.00 through the Ohio State term pricing schedule.

Section 2. City Council finds it in the best interests of the city to accept this proposal without advertising for bids.

Section 3. The necessary funds shall be taken from the Fire Paramedic Levy Fund (39).

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of this municipality and for the further reason to expedite the purchase of an emergency vehicle. Wherefore, provided it receives an affirmative vote of six or more of the members elected to this Council, this Ordinance shall take effect and be in force immediately upon its passage by Council and approval of the Mayor; otherwise, it shall take effect and be in force after the earliest time provided by law.

Adopted: July 22, 2024 Approved: July 23, 2024
Effective: July 23, 2024 By: Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest: Marie Lawrie
Marie Lawrie, Clerk of Council

Approved as to legal form by: Dean DePiero
Dean DePiero, Director of Law

CERTIFICATE OF POSTING

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Ordinance was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 23 Day of July, 2024.

Signed this 23 Day of July, 2024.

Marie Lawrie
Clerk of Council
City of Aurora

2024-104

C.

WARRANTY:

Contract includes all published warranties in force at the date this proposal is accepted

TERMS AND CONDITIONS:

A. LABOR AND MATERIALS Horton Ambulance shall furnish the Ambulance listed as specified, with the price and delivery quoted herein, are based on materials which were in our inventory and in the inventory of our suppliers at the time of this proposal and are subject to prior sale. Delivery quotes are contingent on timely confirmation from Customer. Any variations to material listed will result in a cost change. Change Order Fees may apply

B. ARBITRATION: If any controversy or dispute arises under, out of, or in relation to any of the provisions hereof which cannot be settled by the parties within 15 days after the same shall arise, such controversy or dispute shall be submitted for arbitration in the State of Ohio in accordance with the rules of the American Arbitration Association. Such arbitrator(s) in accordance with such rules shall determine any dispute or controversy submitted to arbitration in accordance with the provisions of the section:

The arbitrator(s) may award any relief which he or she shall deem proper in the circumstances, without regard to the relief which would otherwise be available to any party hereto in a court of law or equity including, without limitation, an award of money damages, specific performance, injunctive relief and/or declaratory relief. The award and findings of the arbitrators shall be conclusive and binding upon all the parties hereto whether or not all parties hereto participate in the arbitration proceeding, and judgment upon the award may be entered in any court of competent jurisdiction upon the application of any party.

Any party may initiate an arbitration proceeding hereunder, all costs of which (including filing fees, fees payable to arbitrators, court reporters' fees, transcript costs and counsel fees) shall be recovered by the prevailing party. No party hereto shall commence any arbitration proceeding hereunder other than in good faith, or take any action other than in good faith which requires another party hereto to commence such arbitration hearing and, in the event any party is determined in arbitration to have so acted other than in good faith, he or it shall bear all costs of the such proceeding.

C. REPRESENTATION OF SOLVENCY: Buyer represents that buyer is solvent and has assets sufficient to meet all of its financial obligations and that it is current on all of its financial obligations. Buyer further represents that it can and will meet all its financial obligations to seller on time. Buyer understands seller relies on this promise and that any breach is material and substantial and to the essence of the contract.

D. FORCE MAJEURE: Seller shall not be responsible for delay, nondelivery, failure to complete installation or construction, or default in shipment or other performance, in whole or in part if occasioned by strike, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States government or any other government, or nondelivery or delays through fire, floods, droughts, accidents, insurrections, lockouts, breakdown of machinery, commandeering of vessels carrying goods, or for loss or damage in transit, or detention of or delay in vessels resulting directly or indirectly from acts of God, perils of the sea, stoppage of labor, shortage of carriers, or refusal of any necessary license of government restrictions considered as "force majeure," or any other unavoidable cause other than seller's own negligence. In no case shall seller be responsible after delivery of goods in good order or conditioning to the carrier or carriers at the point of shipment.

E. CUSTOM ORDERS: Buyer understands that a custom-ordered vehicle is specific to Buyers needs. Any deposit received for a custom order is non-refundable once Engineering has begun, material has been purchased or the vehicle begins production.

YOU MAY CONSIDER THE PRICE QUOTED FIRM FOR WRITTEN ACCEPTANCE WITHIN 30 DAYS OF THE DATE OF OUR PROPOSAL.

Thank you for your interest in having Horton Ambulance provide you with our quotation for this purchase. If you have any questions or comments regarding this sales agreement please contact us.

Sincerely,
Debbie Ludewig
Horton Ambulance

ACCEPTANCE OF PROPOSAL:

I have read, understand and agree to the terms, conditions and specifications described herein and authorize Horton Emergency Vehicles to go forward with this order.

By _____
Customer Signature

Date

LEGISLATIVE ACTION WORKSHEET

2024-104

1. DEPARTMENT OR SPONSOR: Fire & EMS Department

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

I am requesting approval to enter into a contract with Horton Emergency Vehicles of Grove City, Ohio for the purchase of a an ambulance built on a Ford F-550 chassis per Aurora Fire Department specifications. Horton Emergency Vehicles quoted price for this vehicle is \$347,158.00 and the time to build and deliver the vehicle is estimated at 735 – 760 days, which would mean delivery in midyear 2026. No down payment is required at this time to place the order.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 7/23/2024

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 7/22/2024

7/22/2024

5. DATE TO APPEAR ON COUNCIL AGENDA: 7/22/2024

ADOPTED 8-0

6. READINGS – COUNCIL ACTION ON: FIRST SECOND THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? Yes No

IF YES, WHY? (TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)
It is in the City of Aurora's interest to place this order as soon as possible because industry lead times for ambulance manufacturing are increasing and approaching three years.

8. ARE FUNDS NEEDED? Yes No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? Yes No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

All or part of this purchase will be funded in the 2025 budget.

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH:

price quote attached.

WORKSHEET PREPARED BY: Chief Matthew McBirney

APPROVED BY: MM

MAYOR APPROVAL: [Signature]
7/17/24