

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 013

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A STATE OF OHIO ADMINISTRATIVE SERVICES CONTRACT FOR THE PURCHASE OF TWO (2) NEW 2025 FREIGHTLINER M2 PLUS CHASSIS LIFE LINE “CUSTOM HIGHLINER” AMBULANCE UNITS WITH RELATED VEHICLE APPURTENANCES FOR USE BY THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of Ohio Department of Administrative Services for the purchase of machinery, materials, supplies, vehicles or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity to purchase two (2) new 2025 Freightliner M2 Plus Chassis Life Line “Custom Highliner” Ambulance Units with related vehicle appurtenances (Contract No. STS023796, Index No. STS233), for use by the Fire Department of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor accordingly be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in an Ohio Department of Administrative Services contract with **LIFE LINE EMERGENCY** (through authorized dealer **PFUND SUPERIOR SALES CO., INC.**) for the purchase of two (2) new 2025 Freightliner M2 Plus Chassis Life Line “Custom Highliner” Units with related vehicle appurtenances, in a total amount not to exceed \$800,362.00, as reflected on Exhibit A attached hereto.

**Section 2.** That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchases, and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

**Section 3.** That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Office of Procurement Services.

**Section 4.** That the funds for the purposes of said purchase and Agreement have been appropriated and shall be paid from the Emergency Vehicle Fund.

**Section 5.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

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Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract to provide for the continuity of services and operation of the City of Strongsville Fire Department, to provide updated equipment for fire rescue services, to protect the lives of persons in the City of Strongsville, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

[Signature]  
President of Council

Date Passed: February 3, 2025

Approved: [Signature]  
Acting Mayor

Date Approved: February 3, 2025

Attest: [Signature]  
Clerk of Council

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kaminski	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kosek	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roff	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Short	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Spring	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Ord. No. 2025-013 Amended: \_\_\_\_\_  
 1<sup>st</sup> Rdg. 02-03-25 Ref: \_\_\_\_\_  
 2<sup>nd</sup> Rdg. Suspended Ref: \_\_\_\_\_  
 3<sup>rd</sup> Rdg. Suspended Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: 02-03-25 Defeated: \_\_\_\_\_



221 Chester Drive  
Lower Burrell, PA 15068  
Phone: 724-339-1600  
Fax: 724-339-7509

## PURCHASE AGREEMENT

### PURCHASER

City of Strongsville Fire Department  
17000 Prospect Rd  
Strongsville, OH 44149

### SELLER

Pfund Superior Sales Co., Inc.  
221 Chester Dr.  
Lower Burrell, PA 15068

Seller sells to Purchaser (2) 2025 Freightliner M2 Plus Chassis Life Line "Custom Highliner Ambulance, VIN # TBD as per the proposed specifications and modifications, F.O.B. Strongsville, OH. Estimated delivery to be up to 3 years after order is placed. The ambulance module production does not commence until the chassis has arrived at Life Line Emergency Vehicles. The Seller shall not be liable for failure to deliver or for any delay in delivering the motor vehicle covered by this agreement where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of the Seller. Delays from the chassis manufacturer will result in extended delivery time as will changes to this contract once the contract has been placed with Life Line Inc. Additions or deletions can only be made if the vehicle has not passed that point in production and the cost of the addition, deletion or change would be assessed at the time of request. Change order fees may apply.

(2) 2025 Freightliner M2 Plus Chassis Life Line "Custom Highliner" Ambulances  
Including the Standards and Options Included on the attached Quote  
Writer Form.

Life Line Ambulance As Per Proposed Each Ambulance.....\$ 407,181.00

Discount Each Ambulance.....(\$ 7,000.00)

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Sub Total For Each Ambulance.....\$ 400,181.00

Down Payment For Each Chassis Required By April 1, 2025.....(\$ 120,511.00)

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Total Cost FOB Strongsville, Ohio For Both Ambulances After Down Payments.....\$559,340.00

Life Line Emergency Vehicles Participates in the Ohio Co-op purchasing program. Ohio STS# 800584

**Payment In Full Option:** If customer pays the entire balance at time of signing, customer would be not susceptible to any material surcharges that Life Line imposes due to increase of material and vendor increases.

**Pricing Good till January 31, 2025**

EX. A

**DESIGN CHANGES BY THE MANUFACTURER:** The Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories, or parts of new vehicles at any time without notice and without obligation to make the same or any similar changes upon any motor vehicle, chassis, accessories or parts of vehicles previously purchased by or shipped to seller or being manufactured or sold in accordance with Seller's orders. In the event of any such change by the manufacturer, Seller shall have no obligation to Purchaser to make this same or any similar change in any motor vehicle, chassis, accessories, or parts of the vehicle covered by this agreement either before or after delivery to Purchaser.

**PAYMENT OF SALES AND USE TAXES:** The price for the motor vehicle specified in this agreement does not include Sales Taxes and Use Taxes (Federal, State, or Local) unless expressly stated. The purchaser assumes and agrees to pay, unless prohibited by law, and such Sales, Use, or Occupational Taxes imposed on or applicable to the transaction covered by this agreement, regardless of which party may have primary tax liability.

**EXECUTION OF OTHER DOCUMENTS:** The Purchaser, before or at the time of delivery of the motor vehicle covered by this agreement will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this order or as required by law.

**PAYMENT OF BALANCE DUE AND ACCEPTANCE BY PURCHASER:** The Purchaser agrees to pay the balance due on delivery pursuant to the terms specified and to accept delivery of the ordered motor vehicle. Seller will provide a final invoice (15) calendar days prior to delivery so serve as notification that the vehicle will be completed for delivery and payment. In the event Purchaser fails to take delivery of the vehicle, Purchasers Deposit may be retained by Seller as liquidated damages for Seller's expense and efforts in this matter. In addition, Seller may dispose of or sell such ordered vehicle as Seller deems reasonable. In the event Seller fails to make the vehicle available for delivery within 3 years of this agreement, Purchaser shall be entitled to cancel this contract and to the return of Purchaser's Deposit.

**WARRANTYS:** All warranties are issued by the chassis manufacturer, the ambulance builder, and component parts suppliers and seller shall have no liability with respect to warranties issued by the chassis manufacturer, the ambulance builder, and component parts suppliers.

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<u>PURCHASER</u>	<u>SELLER</u>
<p data-bbox="266 1255 695 1346">City of Strongsville Fire Department 17000 Prospect Rd Strongsville, Ohio 44149</p> <p data-bbox="139 1478 743 1509">BY: _____</p> <p data-bbox="139 1570 773 1602">Print Name &amp; Title <u>Thomas P. Perciak, Mayor</u></p> <p data-bbox="139 1640 734 1671">DATE: _____</p>	<p data-bbox="992 1255 1356 1346">Pfund Superior Sales Co., Inc. 221 Chester Dr. Lower Burrell, PA 15068</p> <p data-bbox="846 1392 1141 1434">BY: <i>Derek Shaffer</i></p> <p data-bbox="846 1507 1328 1539">Derek Shaffer -Ohio Ambulance Sales</p> <p data-bbox="846 1577 1203 1608">DATE: December 24, 2024</p>