

RESOLUTION NO. 2024-40
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE
TO PURCHASE A HORTON MODEL 623 AMBULANCE
FROM HALCORE GROUP, INC. WHICH DOES BUSINESS
AS HORTON EMERGENCY VEHICLES IN
AN AMOUNT NOT TO EXCEED \$373,313.00**

WHEREAS, based upon the recommendation of the Fire Chief, it has been deemed in the best interest of the health, safety and welfare of all Village residents and inhabitants to purchase a new ambulance; and

WHEREAS, a new ambulance is available for purchase from Horton Emergency Vehicles under the state of Ohio, Department of Administrative Services, Office of State Purchasing for a total amount of \$373,313.00; and

WHEREAS, the Fire Chief has recommended that Council authorize a prepayment amount of \$100,000.00 for the new ambulance to take advantage of a prepayment discount that will save the Village an additional estimated amount of \$9,000.00 on the total purchase price of the new ambulance.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village does hereby authorize the Mayor and President of Council to enter into a Sales Agreement with Halcore Group, Inc. which does business as Horton Emergency Vehicles for the purchase of a new ambulance, a copy of which is attached hereto and incorporated herein as Exhibit "A", waiving any and all advertising and competitive bidding requirements, in accordance with the state of Ohio, Department of Administrative Services Cooperative Purchasing Program (Contract No. 800330 and Index Number STS233).

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council, and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

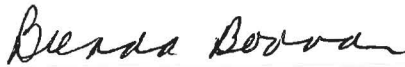
SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of

Mayfield Village, Ohio, for the reason it provides for equipment necessary to ensure that the Village Fire Department is properly supported and if entered into this month will allow the Village to take advantage of discounted pricing. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: July 15, 2024
Second Reading: Suspended, 2024
Suspended
Third Reading: _____, 2024
PASSED: July 15, 2024



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA,
Director of Law

ATTEST: 
MARY E. BETSA, MMC
Clerk of Council

Exhibit A



p 614.539.8181
t 800.282.5113
hortonautomotive.com

June 17, 2024

RE: Horton Interest

Dear Customer,

Horton is currently offering a 4.5% interest rate on all vehicle prepayments. This rate is effective through 07/31/24 and is updated monthly. You are locked in at this rate if we receive your funds this month.

The interest is calculated as shown in the example below if you were pre-paying \$150,000.00:

$\$150,000.00 \times 4.5\% = \6750.00

$\$6750.00 / 365 \text{ days per year} = \18.49 per day

\$18.49 per day paid from deposit date to delivery date

Example: Vehicle delivered in 730 days = \$13,497.70 interest earned

(If delivery is delayed, interest will stop at completion date)

3800 McDowell Road
Grove City, OH 43123



**SALES AGREEMENT
PROPOSAL**

3600 McDowell Road
Grove City, Ohio 43123
www.hortonvehicles.com

Phone 614-539-8181
Fax
E-mail

Horton Emergency Vehicles is Pleased to offer
this Custom Vehicle Quotation for Your Consideration

| | |
|-----------------------|----------------------------------|
| DATE: 6/17/2024 | |
| Contact Name | Chief Gino Carcioppolo |
| Department Name | Mayfield Village Fire Department |
| Street Address | 770 Som Center Road |
| City, ST, ZIP | Mayfield Village, OH 44143 |
| Res. Ph# | Cell# |
| Bus. Ph# 440-461-2210 | Fax# |

STANDARD EQUIPMENT

See Specifications and Drawings for Details

| QTY | MAKE | CHASSIS MODEL | COLOR | HORTON MODEL | VIN | HORTON JOB NUMBER | GWV |
|-----------------------------------|------|--------------------|-------|--------------|-----|---------------------|--------------|
| 1 | FORD | F550 4x4 GAS | | 623 | TBD | | |
| Base Unit Cost: | | | | | | \$283,999.00 | |
| Chassis Cost: | | | | | | \$58,310.00 | |
| LINE ITEM | QTY | DESCRIPTION | | | | UNIT PRICE | AMOUNT |
| 1 | 1 | QUOTE 9015 | | | | \$341,909.00 | \$341,909.00 |
| 2 | 1 | STRYKER POWER LOAD | | | | \$31,404.00 | \$31,404.00 |
| Trade (if applicable) | | | | | | N/A | N/A |
| Discounts/Rebates (if applicable) | | | | | | N/A | N/A |
| Delivery | | | | | | N/A | N/A |
| Terms: FOB Grove City, Ohio | | | | | | | |
| TOTAL | | | | | | \$373,313.00 | |

Make all checks payable to Horton Emergency Vehicles
If you have any questions, please feel free to contact us.

THANK YOU FOR YOUR BUSINESS!

The proposed vehicle(s) will be delivery ready within 730-765 calendar days after receipt of approved production order subject to the terms and conditions outlined in section D below.

NOTE: All customers to register their vehicles with their respective local Department of Motor Vehicles and pay any applicable sales tax at that time. Vehicle(s) will be delivered with Certificate of Origin and an odometer statement.

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 quotas 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 seizures 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, parts 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 Buyer's 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 Brenda Bodnar _____
Customer Signature Date

MAYOR BRENDA T. BODNAR

By: Stephen Schutt _____
STEPHEN SCHUTT DATE
COUNCIL PRESIDENT

APPROVED AS TO FORM:

Diane A. Calta
DIANE A. CALTA, ESQ.