

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. _____ Passed _____, 20____

CITY OF BELPRE
ORDINANCE NO. 10 (2024-25)

**AN ORDINANCE AUTHORIZING THE CITY OF BELPRE
TO PURCHASE A FORD F-350 CHASSIS – MEDIX-METRO EXPRESS
TYPE III (AMBULANCE) FROM PENN CARE, INC.**

WHEREAS, Unit 490 Emergency Medical Service vehicle has had continual, constant mechanical breakdowns and constant repairs have been required;

WHEREAS, the Mayor and Safety-Service Director have determined that a new EMS vehicle needs to be purchased to replace Unit 490; and

WHEREAS, the Administration has obtained two (2) bids for the new vehicle: (1) Penn Care, Inc. \$149,800.00 and (2) Atlantic Emergency Solutions \$222,000.00; and

WHEREAS, both bidders are parties to the Ohio Sourcwell program (a copy of each bid is attached hereto);

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL
OF THE CITY OF BELPRE, OHIO, THAT:**

SECTION I

Belpre City Council has considered the continuing mechanical problems with EMS Unit 490, and Council finds that it is in the best interests of the citizens of Belpre to purchase a new EMS vehicle.

SECTION II

Belpre City Council find that Administration has obtained bids for a replacement vehicle from two (2) Ohio vendors who participate in the Ohio Sourcwell program.

Council finds that the lowest and best bid is for One Hundred Forty-Five Thousand Eight Hundred and 00/100ths Dollars (\$145,800.00) from PennCare, Inc. and Council therefore authorizes the purchase of the vehicle from PennCare, Inc. of Niles, Ohio.

SECTION III

This Ordinance is declared to be an EMERGENCY measure, necessary for the immediate preservation of the public peace, health and welfare of the citizens of the City of Belpre, Ohio; and for the further reason that PennCare, Inc. has advised the City of Belpre that the new EMS vehicle can be delivered to the City of Belpre before December 31, 2024, so that this Ordinance must go into immediate effect to allow the purchase to be completed. Wherefore, this Ordinance shall take effect and be in full force immediately upon its passage and approval by the Mayor.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. _____

Passed _____, 20____

PASSED: 25 NOV 2024

Wendy Dennis pro tem
PRESIDENT OF COUNCIL

ATTEST: Rebecca L. Riffe

PRESENTED TO MAYOR: 25 NOV 2024

David Jabodde
MAYOR

APPROVED BY MAYOR: 25 NOV 2024

CLERK'S CERTIFICATION OF PUBLICATION

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on 25 NOV 2024, this Ordinance was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

25 NOV 2024
Date

Rebecca L. Riffe
CLERK PRO TEM



Emergency Vehicle Purchase Agreement
September 24, 2024

Purchaser:
City of Belpre EMS
P.O. Box 494
Belpre, OH 45714

Seller:
Penn Care, Inc.
1317 North Rd.
Niles OH 44446

(City of Belpre EMS) intends to purchase from Penn Care Inc. (1) (Medix Metro Express Type III) on the (Ford E-350 Chassis (gas) Ambulance), as designed per the attached specifications, and when applicable, technical drawings, graphic design and other required documents. Additions, deletions and/or changes must be approved by all parties in writing and may cause delays in deliveries and additional charges to the purchaser.

PRICING

Ambulance: \$149,800.00

Graphics (not included): \$0.00

Tax (tax exempt) \$0.00

Total Per Due at Delivery: \$149,800.00

**CHASSIS AVAILABILITY, PRICING, AND
MANUFACTURES INCENTIVE:**

Chassis year, price and manufactures incentives are priced as budgetary estimations ONLY and will not be finalized until the chassis arrives at the ambulance manufacturing facilities. Seller will notify the Buyer as soon as possible of any increases in price.

DELIVERY TIMES

Quoted lead times and delivery expectations quoted by Penn Care, Inc. are approximate and not guaranteed. Quoted lead times will be extended for Change Orders, delays from the chassis OEM and Force Majeure.

TRADE DESCRIPTION:

TRADE-IN TERMS AND APPRAISAL



Where Purchaser wishes to trade-in a used motor vehicle as part of the consideration for the motor vehicle ordered, Seller may appraise the trade-in at the time of the execution of this order by Purchaser. Seller also reserves the right to reappraise the trade-in at the time of delivery. The seller shall not alter a Trade-In appraisal from the time of the initial appraisal until the time of delivery unless:

- 1) Intervening factors indicate an apparent decrease in the value of the value of the trade-in over and above ordinary wear and tear
- 2) A change occurs in the mechanical performance of the vehicle
- 3) Emergency, medical, and/or other equipment/components have been removed that were not previously discussed and agreed to in writing
- 4) The Seller has made any misrepresentation of the vehicle and/or components to Penn Care, Inc.

WARRANTY

No representation has been made by Penn Care, Inc., except as herein stated and no warranties, expressed or implied, may arise except from this writing. All warranties are issued by the chassis manufacturer, the ambulance builder, and/or component parts suppliers and Penn Care, Inc. shall have no liability with respect to warranties issued by the chassis manufacturer, the ambulance builder, and component parts suppliers. Used vehicles are "as is" and have no warranty.

INVOICING AND PAYMENT

Unless otherwise agreed to in writing, Penn Care, Inc. will invoice the Purchaser 30 days prior to the scheduled delivery date. Upon completion of production and quality inspection by the Purchaser the vehicle is declared ready for delivery and payment will be due upon acceptance and/or delivery.

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. 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.

ACCEPTANCE

When requesting a final inspection the Purchaser shall inspect the vehicle(s) within 10-days of notification of completion of production. Vehicles not inspected by buyer will be deemed complete and ready for delivery, and payment will be due upon delivery. Items and issues discovered after the 10-day window shall not hold up payment from buyer to Penn Care Inc., these issues will be handled as warranty claims following the normal procedures.

PAYMENT AND TITLE

All payments shall be made in U.S. dollars either by certified check or wire transfers, credit card payments are not acceptable without prior written authorization (fees will apply). Payment terms are COD, unless otherwise agreed to in writing by Penn Care, Inc. Interest terms begin 16-days from date of delivery and are charged at a rate of prime plus 6%. MSO and title are released to Purchaser upon payment in full, including any related interest, shipping expenses, and other related costs and expenses to Penn Care Inc. or to the appointed floor plan financing company.

As collateral security for the payment of the purchase price of the Vehicles, Buyer hereby grants to Penn Care Inc., a lien on and security interest in and to all of the right, title, and interest of Purchaser in, to, and under the Vehicles, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds, including insurance proceeds, of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Ohio Uniform Commercial Code.

CANCELLATION

Penn Care, Inc., may, in its sole discretion, and without liability or penalty, cancel this order at its sole discretion. Once Penn Care's manufactures commence engineering, no cancellation of this order is permitted, and the full purchase price is due and payable to Penn Care, Inc. Notwithstanding other provisions of this Agreement, and in addition thereto, Penn Care, Inc. shall be entitled to its reasonable and anticipated lost profit from such cancellation.

FORCE MAJEURE

Penn Care, inc. shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any of these Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Penn Care, Inc., and/or the manufactures which Penn Care, Inc. represents including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown, or power outage.

DEFAULT/ATTORNEY'S FEES



Purchaser is in default of the Terms and Conditions if any of the following occurs (except as prohibited by law): (i) Purchaser fails to perform any obligation that Purchaser has undertaken in these Terms and Conditions; or (ii) Penn Care, Inc., in good faith, believes that Purchaser cannot, or will not, pay or perform the obligations it has agreed to in the Terms and Conditions.

If Purchaser defaults, or in the event Penn Care, Inc. brings an action or proceeding to enforce the terms hereof or declare rights hereunder, Purchaser agrees to pay Penn Care, Inc. costs for collecting amounts owing, including, without limitation, court costs, attorney's fees (for attorneys who are not our salaried employees), and fees for repossession, repair, storage, and sale of Vehicles, all without relief from valuation and appraisal laws.

GOVERNING LAW

All of terms and provisions of the agreement and the rights and obligations of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Ohio.

REMEDIES

If Purchaser is in default of these Terms and Conditions, Penn Care, Inc. shall have all the remedies provided by law in these Terms and Conditions: (i) Penn Care, Inc. may require Purchaser to immediately pay Penn Care, Inc., subject to any refund required by law, the remaining unpaid balance due; (ii) Penn Care, Inc. may require Purchaser to make the Vehicle available to Penn Care, Inc. at a designated place that is reasonably convenient to each party; (iii) Penn Care, Inc. may immediately take possession of the Vehicle by legal process or self-help, but in doing so Penn Care, Inc. may not breach the peace or unlawfully enter onto Purchaser's premises; (iv) Penn Care, Inc. may then sell the Vehicle and apply what it receives as provided by law to Penn Care, Inc. reasonable expenses and then toward Purchaser's obligations; and (v) Except when prohibited by law, Penn Care, Inc. may sue Purchaser for additional amounts if the proceeds of a sale do not pay all of the amounts Purchaser owes to Penn Care, Inc. By choosing any one or more of these remedies, Penn Care, Inc. does not waive its right to use another remedy. By deciding not to use any remedy, Penn Care, Inc. does not give up its right to consider the event a default if it happens again.

PURCHASER

Signature: _____

Name/Title: _____

Date: _____



Casey A. Walker
Vice President of Ambulance Sales
Ambulance Division- West
Tel. (304) 989-4113
cawalker@atlanticemergency.com

City of Belpre EMS
704 Washington Blvd.
Belpre, OH 45714

Thursday, September 19, 2024

Atlantic Emergency Solutions, the OH dealer for Custom Truck and Body Works Inc., is pleased to present you with a price regarding your request for (1) 2024 Ford E350 Type III Ambulance.

The price to customize and manufacture the truck matching your specifications is as follows:

Total cost for (1) unit(s): \$222,000.00

This proposal is valid for 30 days.

Delivery ETA: Immediate

The price includes the following:

Factory Pickup and Transportation

Custom Works will deliver new unit from Custom Works to McConnelsville, OH Service facility after final inspection.

Dealer Pre-Delivery Inspection

McConnelsville service center will perform a pre-delivery inspection after delivery from the Custom Works factory.

Delivery

City of Belpre EMS will take delivery of unit from McConnelsville Service Center after pre-delivery inspection is completed.

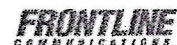
Fuel and Tags

Atlantic will ensure the unit has a full tank of fuel and a temporary tag.



www.atlanticemergency.com

(800) 442-9700





Casey A. Walker
Vice President of Ambulance Sales
Ambulance Division- West
Tel. (304) 989-4113
cawalker@atlanticemergency.com

Custom Truck and Body Works, Inc. specializes in manufacturing customized, mission specific vehicles for Fire, EMS, Rescue, and Law Enforcement applications. Located in Woodbury, GA. Custom Works has been building emergency vehicles all over the United States as well as overseas for 13 plus years. Each unit is built with superior attention to detail and quality craftsmanship. We take pride in manufacturing the best product to ensure top notch performance in your fleet!

At Atlantic Emergency Solutions we have built an internal and external infrastructure capable of meeting the diverse needs of our customers. With eighteen (18) Service Centers, one (1) Collision and Paint Center, over one hundred twenty-five (125) Service Technicians and over twenty-five (25) fully stocked Service Vehicles located throughout Delaware, Kentucky, Maryland, North Carolina, Ohio, Pennsylvania, South Carolina, Virginia and West Virginia, our service is unmatched. It is our mission to not only make the duration of your emergency vehicle a pleasant experience, but to assist in any way possible.

Atlantic Emergency Solutions has invested heavily in providing warranty, routine and emergency service to its customers in OH. Atlantic Emergency Solutions views the acquisition of custom ambulances by one of our customers not merely a purchase but an investment. This investment needs to be protected with best in local service!

Should you have any additional questions regarding any information in this proposal, please do not hesitate to call or email at the below contact information.

I look forward to the opportunity of continuing the working relationship with the members of Belpre EMS and all those involved in the fire and emergency field.

Thank you!

Casey A. Walker
Vice President of Ambulance Sales



www.atlanticemergency.com

(800) 442-9700

