

Finance

PIC	10-7-25
CA	10-14-2025
1st R	10-21-25
2nd R	
3rd R	

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 1498-0025

INTRODUCED BY: MAYOR ORCUTT, and C/W

**AN ORDINANCE
 AUTHORIZING THE MAYOR TO ENTER INTO AN
 AGREEMENT WITH PFUND SUPERIOR SALES CO., INC. FOR THE PURCHASE
 OF A 2024 FORD E-450 LIFE LINE TYPE III AMBULANCE, MODEL
 "SUPERLINER" AND DECLARING AN EMERGENCY**

WHEREAS, this ambulance shall be purchased through the State of Ohio Term Schedule Pricing, as further described in Exhibit "A"; and,

WHEREAS, Pfund Superior Sales Co., Inc. has provided a quote for this project, which is attached hereto and incorporated herein as Exhibit "A" for \$316,965.00, less trade of the 2013 Ford E-450 Road Rescue vehicle for \$12,000.00, for a total of \$304,965.00.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: That the Mayor is hereby authorized and directed to enter into an agreement with Pfund Superior Sales Co., Inc. for the purchase of a 2024 Ford E-450 Life Line Type III Ambulance, model "Superliner".

SECTION 2: The money needed for the aforesaid transaction shall not exceed \$304,965.00 and shall be paid from Fire Vehicle Acquisition Fund 450.

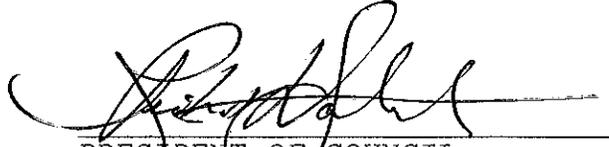
SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

mo

RECEIVED
 OCT 07 2025
 BROOK PARK CITY COUNCIL

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that Council deems it necessary for the Mayor to enter into said agreement with undue delay; therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: October 21, 2025


PRESIDENT OF COUNCIL

ATTEST: Carol Johnson
Clerk of Council

APPROVED: Shelley A. Trout
MAYOR

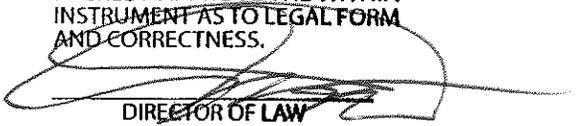
10/22/2025
DATE

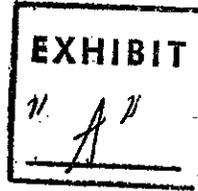
CERTIFICATE

Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance Resolution No. 11498-2025 passed on the 21 day of October 20 25 by said council.

Carol Johnson
Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McCorkle	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dufour	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.

DIRECTOR OF LAW



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

PROPOSAL / PURCHASE AGREEMENT

Sept. 9, 2025

PURCHASER
 City of Brook Park
 6161 Engle Rd.
 Brook Park, OH 44142

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

Seller sells to Purchaser (1) New Ford E-450 Life Line Type III Ambulance, Model "**Superliner**", VIN # TBD as per the proposed specifications and modifications, F.O.B. Delivered to City of Brook Park Fire Dept.. Delivery times as estimated per below as of this date. 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.

Index STS 233

Schedule / Vendor # 800584

(1) New 2024 E-450 LIFE LINE AS PROPOSED PER OHIO STATE TERM SCHEDULE PRICING.....	\$ 312,140.00
Delete Stryker Lucas Device.....(27,630.00)
Add Stryker Power PRO 2 High Configured Stretcher.....	32,455.00
<hr/>	
Total.....	\$ 316,965.00
Less Trade – 2013 Ford E-450 ambulance including Power Load-	(12,000.00)
-Defective Engine-	
<hr/>	
NET TRADE DIFFERENCE FOB BROOK PARK, OH.....	\$ 304,965.00

Delivery Oct 2025
 Net Pricing Includes All Applicable Discounts

NON-REFUNDABLE DEPOSIT (N/A): The Seller shall have the right upon failure or refusal of Purchaser to accept delivery of the ordered vehicle or to comply with the terms of this Agreement, to retain as liquidated damages any cash deposit.

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.

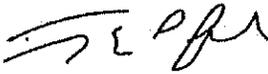
PAYMENT OF SALES AND USE TAXES: The price for the motor vehicle specified in this agreement does not include Sales Taxes and Use Taxes (Federal, State, or Local) unless expressly stated. Purchaser assumes and agrees to pay, unless prohibited by law, and such Sales, Use, or Occupational Taxes imposed 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.

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>
City of Brook Park 6161 Engle Rd. Brook Park, OH 44142	Pfund Superior Sales Co., Inc. 221 Chester Dr. Lower Burrell, PA 15068
BY: _____	BY: 
Print Name & Title _____	Terry E. Pfund President
DATE: _____	DATE: Sept. 9, 2025