

P/C 6/7/16 Finance
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CITY OF BROOK PARK, OHIO

ORDINANCE NO: 10029-2016

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE
AUTHORIZING THE CITY OF BROOK PARK'S PARTICIPATION
IN THE STATE OF OHIO PURCHASING PROGRAM,
FOR THE PURCHASE OF STRENGTH EQUIPMENT,
CARDIO EQUIPMENT AND TREADMILLS,
AND DECLARING AN EMERGENCY

WHEREAS, Section 125.04(B) of the Ohio Revised Code provides the opportunity for political subdivisions in the State of Ohio to participate in contracts of the Ohio Department of Administrative Services for the purchase of equipment for the Recreation Center.

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

SECTION 1: The Mayor hereby requests authority, in the name of the City of Brook Park to participate in the Ohio Department of Administrative Services contract for the purchase of strength equipment, cardio equipment and treadmills pursuant to the Ohio Revised Code Section 125.04(B). Specifically the City of Brook Park requests authority to purchase this equipment for use within the City of Brook Park's Recreation Center.

SECTION 2: The Mayor of the City of Brook Park is hereby authorized to be bound by all terms and conditions as the Department of Administrative Services prescribes.

SECTION 3: The Mayor of the City of Brook Park is authorized to directly pay vendors, under each such contract of the Ohio Department of Administrative Services in which the City of Brook Park participates, for items it receives pursuant to the contract.

SECTION 4: The money needed for the aforesaid transaction shall be paid from capital improvements fund no. 401 and recreation center fund no. 341; theretofore appropriated or to be appropriated for said purpose; the total amount of the purchase of said equipment is \$92,228.00, attached hereto as Exhibit "A-1, A-2 and A-3."

SECTION 5: 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.

SECTION 6: 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 to allow the City to participate in the Ohio Department of Administrative Services in purchasing said strength equipment, cardio equipment and treadmills; provided this ordinance receives the affirmative vote of at least five (5) 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.

PASSED: June 28, 2016
SPECIAL COUNCIL

Jim Oston
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak APPROVED: [Signature]
Clerk of Council MAYOR

6/28/16
DATE

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

[Signature]
DIRECTOR OF LAW

I, MICHELLE BLAZAK, Clerk of Council for the City of Brook Park, Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at six of the most public places in said municipality as determined by Ordinance No. 4838-1973; location City Hall 6161 Ergle Road Police Station 17401 Holland Road, #1 Fire Station 5390 Smith Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6185 Ergle Road, for a period of fifteen days.

CERTIFICATE

Michelle Blazak, 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. 16029-2016 passed on the 28th day of June 2016 by said council.

Michelle Blazak
Clerk of Council

commencing June 30, 2016

Michelle Blazak
MICHELLE BLAZAK
Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Powers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Burgio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McCormick	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>



7350 Transit Road
Williamsville, NY 14221

Quote # 934962
Rep: JPOLACEK
Date: 2016-05-18

Commercial Consultant: James Polacek Phone: (440) 653-7026 Fax: (716) 204-2521

SOLD TO

Brookpark Recreation [155631]
17400 Holland Rd.

Brookpark, OH 44142
Contact 1: Maryann Fields 1-216-433-1545
Contact 2:

SHIP TO

Brookpark Recreation
17400 Holland Rd.

Brookpark, OH 44142
Contact:
Email: Mfields@cityofbrookpark.com
Phone:
Fax:
Cell:

Description	Qty	MSRP	Price	Ext. Price
Hammer Ground Base Jammer Model: GBJ	1	\$1,839.00	\$1,420.00	\$1,420.00
Hammer Iso-lateral Shoul- Der Press Model: ILSP	1	\$2,259.00	\$1,752.00	\$1,752.00
Hammer Iso-lat. Wide Pulldown Model: ILWPD	1	\$2,189.00	\$1,705.00	\$1,705.00
Hammer Iso-lat Chest Press Model: MTSCP	1	\$4,619.00	\$3,248.00	\$3,248.00
Hammer Mts Decline Press Model: MTSDP	1	\$4,639.00	\$3,271.00	\$3,271.00
Hammer Incline Press Model: MTSIP	1	\$4,619.00	\$3,248.00	\$3,248.00
Hammer Front Pulldown Model: MTSFP	1	\$4,619.00	\$3,248.00	\$3,248.00
Hammer Bicep Curl Model: MTSBC	1	\$4,619.00	\$3,248.00	\$3,248.00
Hammer Mts Tricep Extens- Ion Model: MTSTE	1	\$4,619.00	\$3,248.00	\$3,248.00

Estimated Lead Time: Cardio lead times are approximately 4 weeks, Strength lead times are approximately 12 weeks, Custom logo lead times 12-16 weeks.
Requirements: All treadmills require a 120 volt 20 amp dedicated outlet (NEMA 5-20R receptacle). 220 volt treadmills are special order and require an 8 week lead time.
Desired Delivery Date: _____
Frame Color: _____
Upholstery Color: _____
Power Cord Length: _____
Ground Floor Delivery: _____
Door Size: _____
Lift Gate: _____

Delivery/Assembly	\$1,689.00
Taxable Subtotal	\$26,077.00
Sales Tax 0%	\$0.00
TOTAL	\$26,077.00

Comments:
STATE CONTRACT

Schedule Number: 800300

Index Number: STS650

Vendor OAKS Contract ID: 800300-4



Terms and Conditions

Please select the payment terms desired:

___ Pre-paid: 50% (or more) of total invoice due as down-payment when order is placed. Balance due prior to scheduling delivery.

_____ (Initials)

___ Net _____ Days: On approved credit or government purchase order. Full payment will be due on or before the the specified number of days.

_____ (Initials)

1. Any and all late payments will be assessed a 1.5% late fee charged on the remaining outstanding balance. Additional late fee charges will accrue thereafter at a rate of 1.5% per 10 day period. Orders with Pre-pay or COD terms will be effectively due on day of delivery for purposes of late charge calculations.
2. If partial deliveries are accepted by the customer, payment for those items is due as they are delivered, per the terms of the sale.
3. G&G Fitness reserves the right to reacquire any equipment equal to the dollar amount owed should late payments exceed 14 days or if regular payment schedules are defaulted at any time.
4. Any and all attorney's fees and other agency fees that may result from non-payment will be charged to the party in default and may be subject to all applicable late fees and charges.
5. Terms and Conditions of sale which appear on purchaser's documents (including purchase orders) and which are inconsistent with these terms shall be voided.
6. Orders canceled after shipment (or after production starts for built-to-order products) are subject to a 20% restocking fee.
7. Delays in delivery at customer request are subject to storage fees of \$10 per month per piece.
8. Customers with sites located beyond twenty-five miles from our nearest service depot may be responsible for additional travel charges for service on equipment even when covered under a manufacturer's labor warranty.
9. Orders over ten thousand dollars paid with a credit card will incur a 2% convenience fee.

Customer Approval Signature

Date

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Quote Valid for 30 Days

By signing you affirm that you are authorized to enter into a purchase agreement on behalf of the aforementioned organization and that you have read and agreed to all specifications, terms and conditions.



7350 Transit Road
Williamsville, NY 14221

Quote # 933634
Rep: JPOLACEK
Date: 2016-05-18

Commercial Consultant: James Polacek Phone: (440) 653-7026 Fax: (716) 204-2521

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Brookpark, OH 44142
Contact 1: Maryann Fields 1-216-433-1545
Contact 2:

SHIP TO

Brookpark Recreation
17400 Holland Rd.

Brookpark, OH 44142
Contact:
Email: Mfields@cityofbrookpark.com
Phone:
Fax:
Cell:

Description	Qty	MSRP	Price	Ext. Price
Life Fitness Integrity Elliptical Domestic Model: CLSX-DOMXX-05	1	\$4,880.00	\$3,174.00	\$3,174.00
Life Fit Integrity Recumbent Cycle Domestic Model: CLSR-DOMXX-05	4	\$3,524.00	\$2,213.00	\$8,852.00
Life Fitness Integrity Upright Cycle Domestic Model: CLSC-DOMXX-05	2	\$3,419.00	\$1,973.00	\$3,946.00
Life Fitness Stairclimber Integrity Domestic Model: CLSS-DOMXX-05	2	\$3,940.00	\$2,545.00	\$5,090.00
Life Fit Adjustable Cable Crossover Connects Cores Model: MJAXO-STA	1	\$4,339.00	\$3,037.00	\$3,037.00
Life Fitness Core Tower - Multi Gym Model: MJ-CORE	2	\$1,279.00	\$895.00	\$1,790.00
Life Fitness Row For Mj Station Model: MJRW-STA	2	\$2,329.00	\$1,635.00	\$3,270.00
Life Fit Lat Pulldown For Mj Station Model: MLP-STA	2	\$2,329.00	\$1,635.00	\$3,270.00
Life Fit Tricep Pushdown For Mj Station Model: MJTP-STA	2	\$1,669.00	\$1,167.00	\$2,334.00

Estimated Lead Time: Cardio lead times are approximately 4 weeks, Strength lead times are approximately 12 weeks, Custom logo lead times 12-16 weeks.
Requirements: All treadmills require a 120 volt 20 amp dedicated outlet (NEMA 5-20R receptacle). 220 volt treadmills are special order and require an 8 week lead time.
Desired Delivery Date: _____
Frame Color: _____
Upholstery Color: _____
Power Cord Length: _____
Ground Floor Delivery: _____
Door Size: _____
Lift Gate: _____

Delivery/Assembly	\$3,270.00
Taxable Subtotal	\$38,033.00
Sales Tax 0%	\$0.00
TOTAL	\$38,033.00

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Index Number: STS650

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6. Orders canceled after shipment (or after production starts for built-to-order products) are subject to a 20% restocking fee.
7. Delays in delivery at customer request are subject to storage fees of \$10 per month per piece.
8. Customers with sites located beyond twenty-five miles from our nearest service depot may be responsible for additional travel charges for service on equipment even when covered under a manufacturer's labor warranty.
9. Orders over ten thousand dollars paid with a credit card will incur a 2% convenience fee.

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Williamsville, NY 14221

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Date: 2016-05-18

Commercial Consultant: James Polacek Phone: (440) 653-7026 Fax: (716) 204-2521

SOLD TO

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Contact 1: Maryann Fields 1-216-433-1545
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17400 Holland Rd.

Brookpark, OH 44142
Contact:
Email: Mfields@cityofbrookpark.com
Phone:
Fax:
Cell:

Description	Qty	MSRP	Price	Ext. Price
Life Fitness Integrity Treadmill Domestic Model: CLST-DOMXX-05	6	\$7,650.00	\$4,369.00	\$26,214.00

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Requirements: All treadmills require a 120 volt 20 amp dedicated outlet (NEMA 5-20R receptacle). 220 volt treadmills are special order and require an 8 week lead time.
Desired Delivery Date: _____
Frame Color: _____
Upholstery Color: _____
Power Cord Length: _____
Ground Floor Delivery: _____
Door Size: _____
Lift Gate: _____

Delivery/Assembly	\$1,904.00
Taxable Subtotal	\$28,118.00
Sales Tax 0%	\$0.00
TOTAL	\$28,118.00

Comments:

STATE CONTRACT

Schedule Number: 800300

Index Number: STS650

Vendor OAKS Contract ID: 800300-4

Terms and Conditions

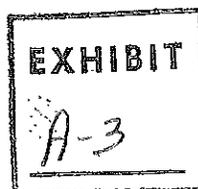
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