

PIC 12-3-19 SAFETY
CA 12-10-19
1st R 12-10-19 SP COUNCIL
2nd R _____
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11138-2019

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING AND APPROVING THE MAYOR TO HAVE
EMERGENCY REPAIRS MADE TO OUR 1994 FIRE TRUCK
WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY

WHEREAS, Council deems it necessary for the City to enter into a contract with a specialist in order to provide for the emergency repairs to our 1994 Fire Truck; and

WHEREAS, said services are of such a highly specialized nature, requiring the exercise of peculiar skill and aptitude, that said contract is properly deemed excepted from the bidding requirements ordinarily associated with the letting of public contracts; and

WHEREAS, W. W. Williams - Cleveland, 1176 Industrial Parkway, N Brunswick, Ohio is a sole source provider for repairs to 1994 Fire Truck; and

WHEREAS, said emergency repairs need to be made to repair and replace the blown engine in our 1994 Fire Truck, along with the governor and labor and miscellaneous parts; and

WHEREAS, the Mayor and City Council is desirous of proceeding to make these necessary emergency repairs to our 1994 Fire Truck;

WHEREAS, in the estimate attached hereto as Exhibit "A" the cost is \$49,119.48 plus \$5,983.00 for an amount not to exceed \$56,000.00.

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 a contract with W.W. Williams for the emergency repairs needed on our 1994 Fire Truck.

SECTION 2: That the funds for the purpose of the aforesaid expenditure have been appropriated or to be appropriated and shall be paid from an amount not to exceed the amount of \$55,102.48.

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.

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 contract with W.W. Williams without undue delay; therefore 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: December 13, 2019
Special Council

M. P. Venturo
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak
Clerk of Council

APPROVED: [Signature]
MAYOR

12/12/19
DATE

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

[Signature]
DIRECTOR OF LAW

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. 1137-2019 passed on the 12th day of December 2019 by said council.
Michelle Blazak
Clerk of Council

I, Michelle Blazak, Clerk of Council for the City of Brook Park, State of 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. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #1 Fire Station 5590 Smith Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commencing December 13, 2019
Michelle Blazak
MICHELLE BLAZAK
Clerk of Council

	Yea	Nay
Stemm	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Orcutt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Burgio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>

JUNE 3, 2019

PURCHASE REQUISITION
CITY OF BROOK PARK

VEND. NO. 1035

P.O. NO. 79955

DEPT. SUPERVISOR *Randall Turner*

MAYOR APPROVAL *[Signature]*

WW WILLIAMS

REQUISITION NOT VALID
UNLESS PROPERLY SIGNED

ORDERED BY; J PENSIS

QUANTITY	DESCRIPTION	DEPT. CHARGED	UNIT PRICE	PRICE
	S-1 FIRE TRUCK REMOVE & REPLACE BLOWN ENGINE **SEE ATTACHED ESTIMATE** **BOARD OF CONTROL**	100-401-41	3-CAP	\$49,119.48

ACCOUNT NUMBER	AMOUNT
401 413 55201	

8-10 WEEKS DELIVERY
"BOARD OF CONTROL"



hereby certify that the money to meet the above obligation has been lawfully appropriated to such purpose and is in the treasury or in process of collection to be credited to the proper fund and free from any previous or outstanding obligation, encumbrance or certification.

All shipments must be FOB DESTINATION. Exempt from Federal Excise Tax and Ohio Sales Tax. The City will not, in any manner, be responsible for goods delivered or work done on its account unless authorized. No damaged shipment accepted. Order cancelled 90 days from purchase order date unless otherwise stated. Goods and/or services rendered must comply with fair Standards Act of 1938 as amended. NO NO. MUST APPEAR ON ALL SHIPMENTS. PURCHASE ORDER NOT VALID UNLESS PROPERLY SIGNED.

THEN AND NOW CERTIFICATE

hereby certify that the amount necessary to meet this obligation was then (at time of the order or contract) and is now lawfully appropriated for such purpose and was then and is now in the Treasury and free from previous encumbrance.

TOTAL: \$49,119.48

SEND ALL INVOICES TO: CITY OF BROOK PARK,
FINANCE DEPT.
6161 ENGLE ROAD, BROOK PARK, OH 44142

[Signature]

Finance Director DATE

[Signature]

Asst Finance Director DATE

NOT POSTED TO FLEET
 UPDATED: 06/03/19 11:39 am EDT



W. W. Williams - Cleveland
 1176 Industrial Pkwy. N Brunswick, Ohio 44212
 Phone: (330) 225-7751 - Fax: (330) 225-5940



Case Number: 4823461 - Repair Order Number: 5266042
 Purchase Order Number: n/a
 Service Writer: Clark Street, Ronnie - Case Date: 05/28/19 08:03 am EDT

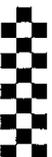
City Of Brookpark	Unit #:
Address: 6161 ENGLE RD BROOKPARK, OH 44142-2105 Phone: (216) 433-1300 Fax: Cust #: 505190	Asset: 1994 SUTPHEN FIRE TRUCK Miles 53,806 Serial #: R1003001 VIN: 1S9A1HBDXR1003001 Engine: 6V92 Engine Hours: 0



Complaint:

RAN UNIT EXTENDED AMOUNT OF TIME WITH COOLANT AND OIL MIXING. WANTS ESTIMATE FOR REPAIR. ALSO QUOTE TIME FOR PULLING RADIATOR. CUSTOMER WILL BE HAVING IT RECORDED.

Item	Operation	Labor	Parts	Total
1	WheelTime Visual Inspection	\$0.00	\$0.00	\$0.00
2	Post Repair Inspection	\$0.00	\$0.00	\$0.00
3	REPLACE ENGINE WITH POWER CHOICE Parts: (1.0) BELT SET (3) P80 0001 EACH, (1.0) BOLT P80 0001 EACH, (1.0) C/HOSE & CLAMPS, (1.0) COMPRESSOR 1800 DETROIT 0001 EACH, (1.0) CORE ASM Q05 0001 EACH, (1.0) COUPLING P80 0001 EACH, (1.0) ELECTRODYNE ALTERNATOR, (1.0) ELEMENT 0012 EACH, (1.0) ELEMENT FUEL FILTER SP 0012 EACH, (1.0) FILTER, (1.0) FILTER 0001 EACH, (1.0) FORK ASM * P80 0001 EACH, (1.0) FREIGHT, (1.0) GASKET P80 0001 EACH, (1.0) GASKET Q05 0001 EACH, (1.0) GSKT P80 0005 EACH, (1.0) HARNESS ASM P80 0001 EACH, (1.0) HARNESS ASM. P80 0001 EACH, (1.0) HOSE # P80 0001 EACH, (1.0) HUB ASM P80 0001 EACH, (1.0) HUB BLOWER DR P80 0001 EACH, (1.0) HUB P80 0001 EACH, (1.0) LNGBLK ENG KIT 6V92T P92 0001 EACH, (1.0) MISC, (1.0) PLATE P80 0001 EACH, (1.0) PLATE Q05 0001 EACH, (1.0) RING P80 0001 EACH, (1.0) SEAL CR/SHF Q05 0001 EACH, (1.0) SEAL OIL, CRANKSHAFT FRO P80 0001 EACH, (1.0) SEAL RING P80 0005 EACH, (1.0) SENSOR HARN P80 0001 EACH, (1.0) SHAFT ASM P80 0001 EACH, (1.0) SLEEVE P80 0001 EACH, (1.0) SNAP RING P80 0005 EACH, (1.0) SPROCKET SPLINED ACSRY D Q05 0001 EACH, (1.0) STARTER REMAN 40MT 0001 EACH, (1.0) TUBE ASM P80 0001 EACH, (1.0) TUBE ASM P80 0001 EACH, (1.0) TUBE P80 0001 EACH, (2.0) A/BELTS, (2.0) C--SEAL SC 0001 EACH, (2.0) GASKET ROCKER P80 0001 EACH, (2.0) HOSE P80 0001 EACH, (2.0) THERMOSTAT Q05 0001 EACH, (4.0) CLAMP Q05 0001 EACH, (6.0) BOLT P80 0015 EACH, (6.0) ENGINE MOUNTS, (8.0) 1GAL OIL SAE 40 WT 1240 Q21 0004 EACH, (8.0) NUT P80 0020 EACH, (8.0) STUD P80 0025 EACH, (9.0) 6/1 GALLON CASES 100% KA 128260 0216	\$11,880.00	\$36,844.48	\$48,724.48



4	Fire Truck - Pump Test	\$250.00	\$0.00	\$250.00
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Parts:	\$36,844.48
Labor:	\$12,130.00
Haz.	\$50.00
Waste:	
Shop:	\$95.00
Freight:	\$0.00
Tax:	\$0.00
TOTAL:	\$49,119.48

I authorize Williams to do the above repair and/or service work, including the installation of all parts and materials to complete such work and incurring travel expense, and grant Williams and/or its agents permission to operate the above equipment or engine on streets, highways or elsewhere for testing and/or inspection. I acknowledge that Williams shall have an express mechanic's or repairman's lien on the equipment or engine to secure the amount due for the above work. I understand that failure of the manufacturer to reimburse Williams shall not alleviate me from the responsibility of the cost of such repairs. Williams shall not be responsible for loss or damage to the vehicle/equipment or to articles left with the above vehicle/ equipment in case of any fire or theft, or any cause beyond your control. In the event that the account for the above work is referred for collection, I agree to pay the account plus interest at the maximum allowable rate, reasonable attorney's fees and court costs. I authorize Williams to dispose of any parts and materials which are replaced in connection with the above work unless otherwise expressly indicated. Vehicles and Equipment left at Williams location more than 30 days after notice of completion will be towed, and I will be responsible for the cost of towing and storage.

AUTHORIZED BY: _____ PRINT NAME: _____ DATE: __ / __ / ____

UNLESS INDICATED SALES TAX IS NOT INCLUDED. Unless indicated this estimate is good for 30 days.

LIMITED WARRANTY, WARRANTY DISCLAIMERS AND LIMITATIONS OF REMEDIES AND LIABILITIES: Seller passes through the manufacturer's warranty on any goods sold hereunder. Seller warrants to Buyer that its services shall be free from defect under normal use and service for a period of 90 days after the completion of those services. At Seller's option, its sole responsibility under the workmanship warranty is limited to the replacement of the faulty services. SELLER EXTENDS NO WARRANTY OTHER THAN THOSE ON THE FACE HEREOF. IN ADDITION THERE ARE NO OTHER EXPRESSOR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, including without limitation loss of income, time, sales, or use.

DATE NOVEMBER 6, 2019

PURCHASE REQUISITION
CITY OF BROOK PARK

VEND. NO. 1035

TO WW WILLIAMS

P.O. NO. _____
DEPT. SUPERVISOR Ramball...
MAYOR APPROVAL [Signature]

ORDERED BY; J PENSIS

**REQUISITION NOT VALID
UNLESS PROPERLY SIGNED**

QUANTITY	DESCRIPTION	DEPT. CHARGED	UNIT PRICE	PRICE
	REPLACE OBSOLETE GOVERNOR SYSTEM	100-413-52401		\$ 5983.00
	SEE ATTACHED QUOTE			
	EMERGENCY TRUCK DOWN** **BOARD OF CONTROL**			
ACCOUNT NUMBER				AMOUNT

Note: see attached Quote

NOT POSTED TO FLEET
 UPDATED: 11/04/19 11:05 am EST



W. W. Williams - Cleveland

1176 Industrial Pkwy. N Brunswick, Ohio 44212
 Phone: (330) 225-7751 - Fax: (330) 225-5940



Case Number: 5572716 - Repair Order Number: QUOTE
 Purchase Order Number: n/a
 Service Writer: Khoma, Kevin - Case Date: 11/04/19 10:59 am EST

City Of Brookpark	Unit #: S1
Address: 6161 ENGLE RD BROOKPARK, OH 44142-2105	Asset: 1994 SUTPHEN FIRE TRUCK Miles 53,806
Phone: (216) 433-1300	Serial #: R1003001
Fax:	VIN: 1S9A1HBDXR1003001
Cust #: 505190	Engine: 6V92
	Engine Hours: 0



Complaint:
 PRESSURE GOVERNOR NOT WORKING INTERMITTENTLY

Operation	Operation	Labor	Parts	Total
1	WheelTime Visual Inspection	\$0.00	\$0.00	\$0.00
2	Post Repair Inspection	\$0.00	\$0.00	\$0.00
3	Diagnostic Fee	\$264.00	\$0.00	\$264.00
4	REPLACE FAILED PRESSURE GOVEROR Parts: (1.0) FRC GOVERNOR, (1.0) FREIGHT, (1.0) MISC.	\$2,112.00	\$3,462.00	\$5,574.00

Parts: \$3,462.00
Labor: \$2,376.00
Haz. Waste: \$50.00
Shop: \$95.00
Freight: \$0.00
Tax: \$0.00
TOTAL: \$5,983.00

I authorize Williams to do the above repair and/or service work, including the installation of all parts and materials to complete such work and incurring travel expense, and grant Williams and/or its agents permission to operate the above equipment or engine on streets, highways or elsewhere for testing and/or inspection. I acknowledge that Williams shall have an express mechanic's or repairman's lien on the equipment or engine to secure the amount due for the above work. I understand that failure of the manufacturer to reimburse Williams shall not alleviate me from the responsibility of the cost of such repairs. Williams shall not be responsible for loss or damage to the vehicle/equipment or to articles left with the above vehicle/ equipment in case of any fire or theft, or any cause beyond your control. In the event that the account for the above work is referred for collection, I agree to pay the account plus interest at the maximum allowable rate, reasonable attorney's fees and court costs. I authorize Williams to dispose of any parts and materials which are replaced in connection with the above work unless otherwise expressly indicated. Vehicles and Equipment left at Williams location more than 30 days after notice of completion will be towed, and I will be responsible for the cost of towing and storage.

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