

**VILLAGE OF LOCKLAND, OHIO**  
**ORDINANCE # 2024 - 13**

**AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR  
TO ENTER INTO A CONTRACT FOR A VEHICLE PURCHASE FOR  
THE FIRE DEPARTMENT'S EMERGENCY MEDICAL SERVICES AND  
DECLARING AN EMERGENCY.**

- WHEREAS,** the Village's Fire Department will need a new vehicle for its service its emergency medical services in the next two years; and
- WHEREAS,** the Village must secure an order for an ambulance now in order to receive a completed vehicle by 2026; and
- WHEREAS,** upon review of the various options, the Fire Chief recommends the purchase of a Gas Ford F550 4x4 Braun Chief XL Remount, as designed per the specifications needed specific to Lockland's emergency services; and
- WHEREAS,** the cost of such vehicle is estimated to be \$ 239,582 plus any taxes, if applicable, to be due upon delivery; and
- WHEREAS,** the Village Council desires to authorize the execution of the contract needed to commence the order of said vehicle;

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Lockland, State of Ohio, that:

**SECTION I** The Village Administrator is hereby authorized to execute the "Emergency Vehicle Purchase Agreement" found in Exhibit 1, attached hereto and incorporated by reference herein, which Agreement is hereby approved.

**SECTION II** This Ordinance is hereby declared to be an emergency measure necessary to preserve the health, safety and general welfare of the Village of Lockland. The reason for said emergency is the immediate need of the Village to be able obtain necessary and timely updates to its fire and EMS vehicle fleet. Therefore, this Ordinance shall become effective immediately.

Passed this 8<sup>th</sup> day of April, 2024.

MAYOR, VILLAGE OF LOCKLAND

Attested:

CLERK OF COUNCIL

**EXHIBIT 1**  
to Ord. # 2024 - 23

**INSERT PDF OF  
BRAUN AGMT**



**Emergency Vehicle Purchase Agreement  
March 22, 2024**

**Purchaser:**

*Lockland Fire Department  
101 Cooper Ave  
Lockland OH, 45215*

**Seller:**

*Penn Care, Inc.  
1317 North Rd.  
Niles OH 44446*

Penn Care, Inc. sells to Lockland Fire Department, a Gas Ford F550 4x4 Braun Chief XL Remount, 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.

**Total Per Due at Delivery:**

**\$239,582**

**CHASSIS AVAILABILITY, PRICING, AND MANUFACTURERS 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.

**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 if Penn Care, Inc. determines that Purchaser (i) fails to pay any amount due under these Terms and Conditions, (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part, or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Penn Care's election to cancel Purchaser's order under such circumstances is in addition to, and not in lieu of, any other rights or remedies that Penn Care, Inc. may have at either law or equity or under the Terms and Conditions of this Agreement.

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: Krista Blum

Name/Title: Krista Blum, Village Administrator

Date: 4/8/2024