

TEMPORARY RESOLUTION NO. 72-25

PERMANENT RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO INCREASE RECEIPTS, APPROPRIATE FROM THE UNENCUMBERED BALANCE, AMEND THE CERTIFICATE OF OTHER SOURCES AND APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE FIRE IMPACT FUND (3022), ISSUE A THEN AND NOW CERTIFICATE FOR THE PURCHASE OF A NEW MEDIC UNIT, AND TO DECLARE AN EMERGENCY

WHEREAS, carryover funds in the Fire Impact Fund (3022) were not appropriated in the Lancaster Fire Department's 2025 budget; and

WHEREAS, the Lancaster Fire Department wishes to appropriate available carryover funds in order to cover the purchase of a new medic unit which was ordered from Horton Emergency Vehicles on March 1, 2023, and will be ready for delivery on August 15, 2025; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO:

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Other Sources and Appropriations with the County Auditor in the amount of Three Hundred Fifty-Five Thousand Dollars (\$355,000.00) in the Fire Impact Fund (3022).

SECTION 2. That the City of Lancaster Auditor shall increase receipts in revenue account 3022.0000.44042 (Impact Fees) in the amount of Three Hundred Fifty-Five Thousand Dollars (\$355,000.00).

SECTION 3. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in expense account 3022.9270.56050 (Vehicles – Fire Impact) in the amount of Three Hundred Fifty-Five Thousand Dollars (\$355,000.00).

SECTION 4. That Lancaster City Council hereby approves a Then and Now Certificate for the purchase of this medic that was contracted for in March of 2023.

SECTION 5. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that these funds will be needed to pay for the new medic unit when the City takes delivery on August 15<sup>th</sup>, 2025; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

Passed: \_\_\_\_\_ after \_\_\_\_\_ reading. Vote: Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Date Approved: \_\_\_\_\_

Clerk: \_\_\_\_\_

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Mayor

Offered by: \_\_\_\_\_

Second by: \_\_\_\_\_

Requested by: Safety Committee

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reading

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PERMANENT RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO INCREASE RECEIPTS, APPROPRIATE FROM THE UNENCUMBERED BALANCE AND AMEND THE CERTIFICATE OF OTHER SOURCES AND APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE FIRE IMPACT FUND (3022) FOR THE PURCHASE OF A NEW MEDIC UNIT

WHEREAS, carryover funds in the Fire Impact Fund (3022) were not appropriated in the Lancaster Fire Department's 2025 budget; and

WHEREAS, the Lancaster Fire Department wishes to appropriate available carryover funds in order to cover the purchase of a new medic unit which was ordered from Horton Emergency Vehicles on March 1, 2023 and will be ready for delivery on August 15, 2025; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO:

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SECTION 2. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that these funds will be needed to pay for the new medic unit when it is ready for delivery on August 15<sup>th</sup>, 2025; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

Passed: \_\_\_\_\_ after \_\_\_\_\_ reading. Vote: Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Date Approved: \_\_\_\_\_

Clerk: \_\_\_\_\_

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Mayor

Offered by: \_\_\_\_\_

Second by: \_\_\_\_\_

Requested by: Safety Committee

# REQUEST FOR PREPARATION OF LEGISLATION

**REQUESTS ARE REQUIRED TO BE IN THE LAW DIRECTOR'S OFFICE BY NOON THE MONDAY PRIOR TO THE NEXT COUNCIL MEETING. THOSE REQUESTS RECEIVED AFTER THE DEADLINE WILL NOT BE PROCESSED UNTIL THE NEXT MEETING.**

**WE NOW ACCEPT EMAIL COPIES VERSUS ORIGINALS**

1. DATE: August 4th, 2025

2.  ORDINANCE       RESOLUTION

Readings Requested: 1

3. EMERGENCY       YES       NO

4. PLEASE CHECK BELOW BOXES A-H THAT APPLY: Make sure to include in box I below the account(s)/fund name(s) and number(s) with your description.

A.  Decrease/Increase Approp.      B.  Apply for grant funding      C.  Then & Now Resolution

D.  Go Out for bid/contract amount not to exceed \$ \_\_\_\_\_      E.  Create a new Fund \_\_\_\_\_

F.  Appropriate from unencumbered balance in expense account # \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ & Amend the Certificate of Appropriations w/ the County Auditor in Fund # \_\_\_\_\_

G.  Increase Estimated Receipts in revenue account # 3022-0000-44042 in the amount of \$ 355,000.00,  
Appropriate from unencumbered balance in expense account # 3022-9270-56050 in the amount of \$ 355,000.00 & Amend the Certificate of Other Sources and Appropriations w/ the County Auditor in Fund # 3022

H.  Other - Explain below in Section I:

I. DESCRIPTION: Account(s)/fund number(s) & name(s) must be listed for the above section. Description for legislation. **Please include language as to why this legislation is necessary and what it will accomplish.**

This legislation would appropriate carryover in the 3022 (Fire Impact Fund) to pay for a medic unit. The truck was ordered from Horton Emergency Vehicles (Rev Group) on 3/1/2023 and will be ready for delivery August 15th, 2025. The estimated invoice amount is \$353,468.000.

5. HAS AN APPROPRIATION BEEN MADE:       YES       NO       N/A

**ALL SIGNATURES MUST APPEAR BELOW PRIOR TO SUBMISSION TO THE LAW DIRECTOR'S OFFICE FOR PREPARATION. Telephone approval accepted with notation marked below. Forms submitted without all signatures will not be processed and returned to department to obtain those signatures.**

Person completing this form      Fire Chief Slade Schultz

Committee Sponsoring & Council Person Sponsoring      Safety Committee, Councilman Joe Bizjak

Service-Safety Director Approval      \_\_\_\_\_

Auditor Approval of above language      \_\_\_\_\_



**WARRANTY:**

Contract includes all published warranties in force at the date this proposal is accepted.

**TERMS AND CONDITIONS:**

A. LABOR AND MATERIALS: Horton Ambulance shall furnish the Ambulance listed as specified, with the price and delivery quoted herein, are based on materials which were in our inventory and in the inventory of our suppliers at the time of this proposal and are subject to prior sale.

Delivery quotes are contingent on timely confirmation from Customer. Any variations to material listed will result in a cost change.

Change Order Fees may apply

B. ARBITRATION: If any controversy or dispute arises under, out of, or in relation to any of the provisions hereof which cannot be settled by the parties within 15 days after the same shall arise, such controversy or dispute shall be submitted for arbitration in the State of Ohio in accordance with the rules of the American Arbitration Association. Such arbitrator(s) in accordance with such rules shall determine any dispute or controversy submitted to arbitration in accordance with the provisions of the section.

The arbitrator(s) may award any relief which he or she shall deem proper in the circumstances, without regard to the relief which would otherwise be available to any party hereto in a court of law or equity including, without limitation, an award of money damages, specific performance, injunctive relief and/or declaratory relief. The award and findings of the arbitrators shall be conclusive and binding upon all the parties hereto, whether or not all parties hereto participate in the arbitration proceeding, and judgment upon the award may be entered in any court of competent jurisdiction upon the application of any party.

Any party may initiate an arbitration proceeding hereunder, all costs of which (including filing fees, fees payable to arbitrators, court reporters' fees, transcript costs and counsel fees) shall be recovered by the prevailing party. No party hereto shall commence any arbitration proceeding hereunder other than in good faith, or take any action other than in good faith which requires another party hereto to commence such arbitration hearing and, in the event any party is determined in arbitration to have so acted other than in good faith, he or it shall bear all costs of the such proceeding.

C. REPRESENTATION OF SOLVENCY: Buyer represents that buyer is solvent and has assets sufficient to meet all of its financial obligations, and that it is current on all of its financial obligations. Buyer further represents that it can and will meet all its financial obligations to seller on time. Buyer understands seller relies on this promise and that any breach is material and substantial and to the essence of the contract.

D. FORCE MAJEURE: Seller shall not be responsible for delay, nondelivery, failure to complete installation or construction, or default in shipment or other performance, in whole or in part if occasioned by strike, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States government or any other government, or nondelivery or delays through fire, floods, droughts, accidents, insurrections, lockouts, breakdown of machinery, commandeering of vessels carrying goods, or for loss or damage in transit, or detention of or delay in vessels resulting directly or indirectly from acts of God, perils of the sea, stoppage of labor, shortage of carriers, or refusal of any necessary license of government restrictions considered as "force majeure," or any other unavoidable cause other than seller's own negligence. In no case shall seller be responsible after delivery of goods in good order or conditioning to the carrier or carriers at the point of shipment.

E. CUSTOM ORDERS: Buyer understands that a custom-ordered vehicle is specific to Buyers needs. Any deposit received for a custom order is non-refundable once Engineering has begun, material has been purchased or the vehicle begins production.

**YOU MAY CONSIDER THE PRICE QUOTED FIRM FOR WRITTEN ACCEPTANCE WITHIN 30 DAYS OF THE DATE OF OUR PROPOSAL.**

Thank you for your interest in having Horton Ambulance provide you with our quotation for this purchase. If you have any questions or comments regarding this sales agreement please contact us.

Sincerely,

Horton Ambulance

**ACCEPTANCE OF PROPOSAL:**

I have read, understand and agree to the terms, conditions and specifications described herein and authorize Horton Emergency Vehicles to go forward with this order.

By Chief St. M...  
Customer Signature

3/1/23  
Date