

RESOLUTION NO.: 2020-R14
SPONSOR: MAYOR NEUGEBAUER
INTRODUCED: FEB 11, 2020 **ASSIGNED TO:** TCS

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2019 FREIGHTLINER BUCKET TRUCK MODEL M2106 FROM CUSTOM TRUCK FOR USE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, it has been determined that the City is in need of a bucket truck to perform various tasks with the Service Divisions; and

WHEREAS, the City authorizes the purchase of one (1) 2019 Freightliner M2106 Bucket Truck from Custom Truck of Canton, Ohio, as a direct purchase, and waiving competitive bidding.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO THAT:

SECTION ONE:

The Mayor is hereby authorized and directed to enter into a Purchase Agreement with Custom Truck, Canton, Ohio, as the authorized dealer for Northeast Ohio, in an amount not to exceed One Hundred Thirty-Four Thousand Seven Hundred Fifty Dollars (\$134,750.00), as is more fully set forth in the quotation attached hereto and incorporated herein as Exhibit "A".

SECTION TWO:

The requirement for competitive bidding is waived pursuant to Section 210.05 of the Codified Ordinances of the City of Green. Green City Council recognizes the cost of this vehicle is below the purchase price of the State of Ohio Purchasing Programs.

SECTION THREE:

Green City Council authorizes the Finance Director to make payments to Custom Truck through the established purchase order procedure.

SECTION FOUR:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION FIVE:

Green City Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green and for the further reason that the need for this equipment is immediate. Provided that this legislation receives the affirmative vote of three-fourths ($\frac{3}{4}$ ths) of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: Feb. 11, 2020
Molly Kapeluck
Molly Kapeluck, Clerk

Barb Babbitt
Barb Babbitt, Council President

APPROVED: Feb. 12, 2020
Gerard M. Neugebauer
Gerard M. Neugebauer, Mayor

COPIED
MAY SVCE FIRE LAW PARK PLAN ZONE ENG HR

ENACTED EFFECTIVE: Feb. 12, 2020

ON ROLL CALL: Babbitt -Aye Brandenburg -Aye DeVitis -Aye France -Aye
Shaughnessy - Absent Yeargin - Aye Young - Aye
Adopted 6-0

Suburbanite publication on February 21 and February 28

Molly Kapeluck
Molly Kapeluck, Clerk

Lisa Carey Dean



CUSTOM TRUCK ONE SOURCE™

7701 E 24 Highway Kansas City, MO 64125
 Phone: 816-241-4888 Toll Free: 888-989-2987
 Fax: 816-241-8826 Web: www.customtruck.com

CUSTOM TRUCK & EQUIPMENT RETAIL BUYERS ORDER

Quote Number	NT22597
Stock Number(s)	NT 22597
Date	2/4/2020
Salesperson	Terry Smith

Purchaser Agent/Contact
 Mailing Address Title
 Physical Address E-mail
 New Used Year Make Model Mileage Phone
 VIN Body Type Body SN

PURCHASER'S CERTIFICATION	
1. I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof. That this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND	2019 XT 60 Pro Forestry Package truck \$134,750.00
2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at time of delivery; AND	Aerial Bucket Truck with Chip Box
TRANSIT DAMAGE	Sale pending on Council Approval next week Feb 11,2020
3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage.	Freight Charge on separate invoice \$837.70
KNOWN DEFECTS	
4. All equipment (including tires) as appraised on my trade in will remain, and the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are:	
AND IF NONE, SO STATE	
5. THIS IS A CASH SALE.	TOTAL CASH DELIVERED PRICE \$134,750.00
6. NOTICE: IF YOU ARE BUYING A USED VEHICLE. SEE THE REVERSE SIDE UNDER "PROVISIONS APPLICABLE ON SALE OF A USED VEHICLE" BECAUSE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND CERTAIN STATEMENTS ARE MADE CONCERNING THE ODOMETER READING	LESS TRADE-IN ALLOWANCE
7. I certify that I am 18 years of age, or older, and that I have read the printed matter on the front and back hereof, and agree to it as a part of this order the same as if it were printed above my signature. I/we authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us	BALANCE OWED ON TRADE-IN
"THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES."	NET TRADE DIFFERENCE \$0.00
Purchaser(s) Signature I hereby agree to purchase from you under the terms and conditions specified:	ADMINISTRATIVE FEE**
	TOTAL \$134,750.00
	CASH DEPOSIT WITH ORDER
	CASH TO BE PAID AT TIME OF DELIVERY \$134,750.00
8. ARBITRATION	DESCRIPTION OF TRADE-IN
MANDATORY ARBITRATION OF DISPUTES; ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION PURSUANT TO THE FOLLOWING TERMS.	MILEAGE
a. The Federal Arbitration Act, not state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to take any claim, controversy or dispute that qualifies to small claims court rather than arbitration.	VIN
b. A single arbiter engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of the American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, but the arbitrator shall have the power to apportion such costs as the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.	YEAR MAKE MODEL
c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.	TRADE BALANCE OWED TO
d. No claim, controversy or dispute may be joined in arbitration with a claim, controversy or dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement, and the Customer and the Company both waive any claims for an award of damages that is excluded under this Agreement.	ADDRESS
Purchaser(s) Signature and Date	ACCEPTED DEALER
	BY
	UNLESS THE MANUFACTURER OR THE DEALER HAS ISSUED SPECIFIC WARRANTY ON THIS VEHICLE SEE THE DISCLAIMER OF WARRANTY ON THE BACK OF THIS CONTRACT. (SEE SECTIONS 3.6,7 ON 2ND PAGE)
	***AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW.
	MY/OUR INITIALS BELOW INDICATE I/WE HAVE BEEN INFORMED OF, AND UNDERSTAND FULLY, THE ABOVE REFERENCED ADMINISTRATIVE FEE
	Initials Date

CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF PURCHASE ORDER

NOTICE: LANGUAGE IN SECTION 3, SECTION 6, AND SECTION 7 DISCLAIMING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON VEHICLE WHICH IS SUBJECT OF THIS ORDER DOES NOT APPLY WHEN A SERVICE CONTRACT IS SOLD WITHIN 90 DAYS OF THE VEHICLE'S DATE OF SALE IN WHICH THE DEALER IS LEGALLY LIABLE UNDER THE SERVICE CONTRACT.

Provisions Applicable On Sale Of New Vehicle

1. **PRICE REVISION:** In the event the price to dealer of the series and body type ordered by purchaser is changed by the manufacturer prior to delivery to purchaser of the vehicle ordered by purchaser, dealer has the right to accordingly change the cash delivered price to purchaser, provided that if purchaser does not agree with such price change, purchaser may cancel this Purchase Order, in which event if a used vehicle has been traded in as a part of the consideration for the vehicle purchased by purchaser such traded-in vehicle shall be returned to purchaser upon payment of a reasonable charge for storage and repairs (if any), or, if such traded-in vehicle has been previously sold by dealer the amount received therefore less a selling commission of 15% and any expenses (for storing, insuring, conditioning or advertising such vehicle for sale) shall be returned to purchaser.
2. It is understood that there is no relationship of principal and agent between the dealer and the manufacturer and that the dealer is not authorized to act or attempt to act, or represent himself, directly or by implication, as agent of the manufacturer, or in any manner assume to create, or attempt to assume to create, any obligation on behalf of or in the name of the manufacturer.
3. **The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.**
The manufacturer's printed warranty offered on the sale of new vehicles will be furnished to the purchaser upon delivery of the vehicle. Copies of manufacturer's warranties are available for study
4. **IMPORTANT:** If your new passenger car or light truck purchased on or after January 1, 1958 is defective, and cannot be made to conform to its applicable express warranty coverage after four repair attempts, or it is out of service for more than 30 calendar days during the period of one year or the term of if its applicable express warranty, whichever is earlier, you may be entitled under state law to replacement or to a refund. You must first notify the manufacturer of the problem in writing and provide the manufacturer an opportunity to repair the vehicle.

Provisions Applicable On Sale Of A Used Vehicle

5. **THE INFORMATION YOU SEE ON THE WINDOW FORM (BUYERS GUIDE) FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**
 6. **WITHOUT A WRITTEN DEALER'S WARRANTY**
 - A. The vehicle described on the reverse of this page is being sold to you "AS IS" and "WITH ALL FAULTS," and THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Further, the undersigned acknowledges that he is not relying on any representations in purchasing this vehicle that may have been made by dealer or its agents or employees concerning the condition of the vehicle which are not stated herein. Purchaser shall not be entitled to recovery from the selling dealer for any consequential damages, incidental damages, property damage, or damages for loss of use, loss of time, loss of profits, for inconvenience or loss of income. If selling dealer issues a written express warranty or there remains a part of the manufacturer's warranty which has not expired according to its terms, this provision does not apply.
 - B. The selling dealer received this vehicle, with approximately the mileage shown on the odometer (less miles driven for testing and demonstration). However, selling dealer makes no warranty or representation as to the accuracy of said odometer reading, either express or implied, except that said odometer reading has not been altered by selling dealer, and that dealer has no knowledge that it was altered or disconnected prior to the time this vehicle came into the dealer's possession. In consideration of the purchase price stated on the reverse side of this page, purchaser hereby releases and forever discharges dealer, its officers, directors, employees, agents, successors, and assigns, from any and all claims, causes of action, liability and damages, which may result or develop from the accuracy of the odometer reading, and in the event that a claim is asserted against dealer by a subsequent purchaser of this vehicle based upon the accuracy of the odometer reading, purchaser agrees to indemnify and hold harmless the dealer there from.

Purchaser understands that dealer has no control over what may have been done to the odometer by previous owners and that dealer has no way to ascertain the correctness of the odometer reading. Purchaser acknowledges that he has read understands and accepts all of the provisions of this disclaimer of warranty and release as set forth in paragraph 6
 7. **WITH A DEALER'S WRITTEN WARRANTY**
 - A. The only warranties applying to the sale of this vehicle are those extended by the manufacturer in an unexpired manufacturer's warranty, if any so exists, and/or an express written limited warranty extended by selling dealer and delivered to purchaser at the time of delivery of this vehicle. The provisions and terms of such express written limited warranty are those set out in such instrument and SELLING DEALER HEREBY LIMITS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE SAME DURATION OF TIME AS THE EXPRESS WRITTEN LIMITED WARRANTY PROVIDED BY SELLER. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Further, selling dealer neither assumes nor authorizes any person to assume for it any liability other than that expressed in such instrument. The undersigned acknowledges that he is not relying on any representations herein. Purchaser's damages for the condition of this vehicle are limited and restricted to those which are recoverable by purchaser there under, including consequential or incidental damages. Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above limitation may not apply to you. If the vehicle is sold "as is" and "with all faults," this provision "A" does not apply.
 - B. The selling dealer received this vehicle, with approximately the mileage shown on the odometer (less miles driven for testing and demonstration). However, selling dealer makes no warranty or representation as to the accuracy of said odometer reading, either express or implied, except that said odometer reading has not been altered by selling dealer, and that dealer has no knowledge that it has altered or disconnected prior to the time this vehicle came into dealer's possession. In consideration of the purchase price stated on the reverse side of this page, purchaser hereby releases and forever discharges dealer, its officers, directors, employees, agents, successors and assignees, from any and all claims, causes of action, liability and damages, which may result or develop from the accuracy of the odometer reading, and in the event that a claim is asserted against dealer by a subsequent purchaser of this vehicle based upon the accuracy of the odometer reading, purchaser agrees to indemnify and hold harmless dealer there from.

Purchaser understands that dealer has no control over what may have been done to the odometer by previous owners, and that dealer has no way to ascertain the correctness of the odometer reading. Purchaser acknowledges that he has read, understands and accepts all of the provisions of this disclaimer of warranty and release as set forth in paragraph
- Other Provisions**
8. **NOTIFY SELLER WITHIN 20 DAYS:** Purchaser shall give notice to seller of any breach of contract of express or implied warranty applicable to the goods within twenty (20) days of the time he discovers or should have discovered said breach or the purchaser shall be barred from any remedy for the breach. Purchaser shall thereafter return the goods to seller, or anyone designated by seller. Within twenty (20) days after the notice of breach to allow the seller the opportunity to cure the breach or the purchaser shall be barred from any remedy for the breach.
 9. **REAPPRAISAL OF TRADED-IN VEHICLE:** If a vehicle has been traded in as a part of the consideration for the vehicle ordered by purchaser hereunder and such vehicle is not delivered to dealer until delivery to purchaser of the vehicle purchased by purchaser, such traded-in vehicle shall be reappraised at that time and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Purchase Order, purchaser may, if dissatisfied therewith, cancel this Purchase Order, provided, however, that such right to cancel is exercised prior to delivery of vehicle ordered hereunder to the purchaser and surrender of the traded-in vehicle to dealer.
 10. **PURCHASER'S WARRANTY OF TITLE AND PROMPT DELIVERY OF TITLE:** Purchaser warrants that the traded-in vehicle is his property free and clear of all liens and encumbrances except as otherwise noted on the title. Purchaser understands that the delivery and assignment of the certificate of title to any traded-in vehicle is an integral part of the entire sale transaction expressed in this retail buyer's order. If purchaser does not simultaneously assign and deliver the certificate of title at the time of trade-in or fails to do so within fifteen days of the trade-in, seller may: (1) cancel the sale/purchase order and exercise any and all remedies under law including repossession; or (2) treat the sale in every respect as if no trade-in took place and revise the purchase price for the ordered vehicle accordingly. In such cases, purchaser's trade-in will be returned upon payment of a reasonable charge for storage and repairs, if any.
 11. **FAILURE OR REFUSAL TO ACCEPT DELIVERY:** Unless this Purchase Order shall have been cancelled by purchaser under and in accordance with the provision of paragraphs "1" or "9" above, dealer shall have the right upon failure or refusal of purchaser to accept delivery of the vehicle ordered and to comply with the terms of this Purchase Order, to retain as liquidated damages any cash deposit made by the purchaser, and in the event a vehicle has been traded-in as a part of the consideration for the vehicle ordered by purchaser hereunder to sell such traded-in vehicle and reimburse himself with the proceeds of such sale for the expenses specified in paragraph "1" above and for such other expenses and losses as dealer may incur or suffer as a result of such failure or refusal by purchaser.
 12. **FAILURE OR DELAY OF DELIVERY:** Dealer shall not be liable for failure to deliver or delay in delivery of the vehicle, accessories, or other parts thereof covered by the Purchase Order where such failure or delay is due, in whole or in part, to any cause other than the negligence of the dealer.



XT60 PRO FORESTRY AERIAL DEVICE

CHASSIS SPECS

Freightliner Business Class M2 106, Painted White
 Cummins ISB Diesel, 250 HP
 SCR Technology with 5 Gallon DEF Tank
 50 Gallon Aluminum Fuel Tank
 141" Cab to Axle
 Air Brakes with Heated Air Dryer
 Driver Controlled Exhaust Brake
 13,300 lb Set Back Front Axle
 21,000 lb Rear Axle
 Factory De-rated to 33,000 GVWR
 12R22.5G Tires Front (2) and 11R22.5G Rear (4)
 50-State Emissions Compliant, CA. Clean Idle
 Air Conditioning
 Engine Block Heater
 Dust/Bug Screen Mounted Behind Grill
 Weather Band AM/FM/AUX/USB/Bluetooth Radio
 Mud Flaps

STANDARD CONFIGURATION

12.5' Chip Box and Hoist Assembly with Holding Valve
 48" (4) Door Thru Box
 Spring Loaded Cab Guard w/ Steps and Grab Handles
 Factory Dash Mounted PTO Switch
 (2) Wheel Chocks with Underbody Storage
 (2) Outrigger Pads with Underbody Storage
 ICC Rear Bumper with PH30 Pintle Hook
 Electronic Trailer Brake Controller
 (6) Prong Trailer Socket
 33 Gallon Hydraulic Reservoir

434-525-2929 | www.customtruck.com

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DISCLAIMER: Specifications are believed to be correct, but may contain errors and/or omissions. Pictures are representative and may not be identical.

EQUIPMENT SPECS

Working Height: 65'
 Bottom Platform Height: 60'
 Overcenter Side Reach: 49.9'
 Non-Overcenter Side Reach: 45'
 Lower Boom Articulation: 0° to 125°
 Upper Boom Articulation: 0° to 250°
 Side Mounted 24" x 24" x 40" One Person Platform
 Platform Capacity of up to 400 lbs. (181 Kg)
 Control-Plus "3-D" Single Stick at Platform
 Continuous Unrestricted Worm Gear Rotation
 Category "C" Rating Per ANSI A92.2
 Fiberglass Booms
 Rectangular, Bi-Axial Epoxy Resin, Filament Wound
 Individual Lever Lower Controls
 Mechanical Platform Leveling
 Full Pressure, Open-Center Hydraulic System
 33 Gallon Hydraulic Oil Reservoir
 Padded Boom Rests with Upper Boom Tie Down
 Boom / Outrigger Interlock
 Moving Outrigger Alarm, Truck Level Indicators
 10 Year Maintenance Free Leveling Chain
 Dual Hydraulic Tool Outlet at Boom Tip
 Manual Platform Tilt

12' CHIP BOX

17 to 18 Cubic Yards
 Primed, Painted
 Sides, Roof & Front are 14-Gauge Galvanneal
 LED Lighting
 Curb Side Ladder Box with
 Wider Compartment (Fits Gas Pruner)
 Floor is 12-Gauge Galvanneal
 Tail Gate is Curb Side Hinged for Safety
 Rear Tail Plate Tied into Sub Frame for Rigidity
 Vented Sides for Air Evacuation While Chipping

With / ALLISON 2500 AUTOMATIC TRANSMISSION: \$134,750
 Sample 60 Month Lease Payment: \$1,946 Subject To Approval
 For More Details Call Custom Truck Capital (833) CTC-FIN1
 Ex Works: Forest, VA

QUOTE NUMBER: JD: 60F

EXPIRATION DATE: 12-31-19



**CUSTOM
TRUCK
ONE SOURCE™**

Custom Truck One Source

Canton, OH

Phone: (330) 546-0674

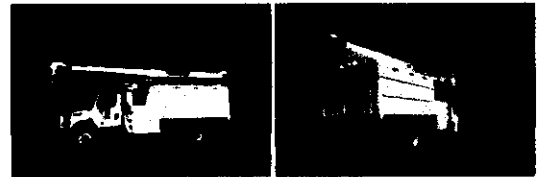
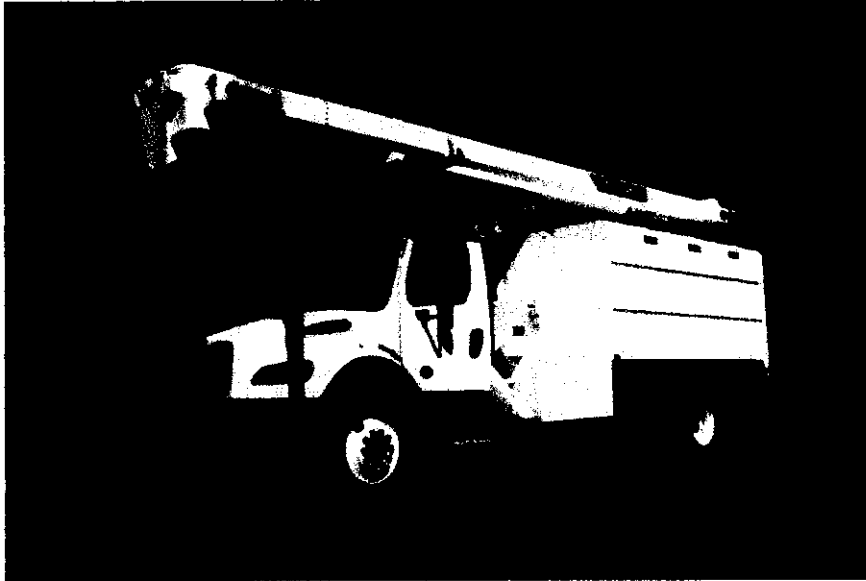
<https://www.customtruck.com/locations>

*Stock Number
NT 22630 \$ 134,750*

Terex Ut XTPRO60-BOC-F-PC 2019 Freightliner M2106

\$ 142,250

Stock NT22630 VIN 1FVACXFC5KHKS6842



Detailed Specification

Engine Make	Cummins	Engine HP	250
Engine Model	ISB	Transmission	Automatic
Axle Config	4x2	Meter Reading	684.0
FA Capacity	13300	Characteristic Type	60' Bucket Forestry
RA Capacity	21000		
Rear End Ratio	6.14		

Cab Type	Regular Cab
Attached Body	XTPRO60-BOC-F-PC
Wheelbase	207

DISCLAIMER: Price quoted is Ex Works and does not include any freight or delivery charges. Specifications are believed to be correct but may contain errors and/or omissions. Pictures are representative and may not be identical. Description and Images © Custom Truck One Source



**CUSTOM
TRUCK**
ONE SOURCE.

XT60 PRO FORESTRY AERIAL DEVICE

