## **RESOLUTION NO. 25-06**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE ONE (1) 2026 CHEVROLET G4500 AMBULANCE CHASSIS FROM AMERICAN RESPONSE VEHICLES AND TO REMOUNT AN **AMBULANCE BODY/MODULE ONTO** THE CHASSIS. WITH SPECIFIED EQUIPMENT FOR THE TOTAL OF \$179,450.59.

WHEREAS, proposals were solicited for the purchase of one (1) 2026 Chevrolet G4500 ambulance chassis and remount of an ambulance body/module with specified equipment, the proposal from American Response Vehicles is recommended.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager is hereby authorized to enter into a purchasing agreement with American Response Vehicles for the purchase of one (1) 2026 Chevrolet G4500 ambulance chassis and the remounting of our current ambulance body/module onto the chassis including specified loose equipment for the purchase price as indicated.

FURTHER, those funds for such purpose are authorized in the General Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 27TH DAY OF JANUARY 2025.

Tina M. Spallo, Mayor

ATTEST:

Kris Keller, City Clerk



## Request for Council Action

RES ⊠ # R-25-06	BILL □ # City Clerk Only	ORD □ # City Clerk Only
Date: 1/21/2025		Department: Fire
Meeting Date Requested: 1/27/2025	<b>;</b>	
Public Hearing: Yes Date: Cli	ck here to enter a date.	
Vehicles for the purchase of a 2026	Chevrolet G4500 Ambulance chas	n agreement with American Response ssis and to remount our current patient of a Stryker Powerload Cot System is
majority of maintenance expenses. module/body to be removed from to over full ambulance replacement. To well, including replacement of the f	The current configuration of our the chassis and remounted onto a raise remount process includes upgradioring and cabinets. Utilizing a third transfer of the Agreement, it has been determined.	vears over time and contributes to the ambulances allows the patient care new chassis at a far reduced expense des to the patient compartment area as aree-bid vendor request and the Kansas ned that American Response Vehicles option for the City.
Budget Discussion: Funds are budge are estimated to be \$ 0 annually. Pre	· · · · · · · · · · · · · · · · · · ·	from the General Fund. Ongoing costs
Public/Board/Staff Input: Staff recon	mmends approval of the proposed R	esolution.
Provide Original Contracts, Leases,	Agreements, etc. to: City Clerk and	Vendor.
Mike Desautels, Chief Department Director/Administrator	JA City Attorney	BB City Manager

## **AMERICAN RESPONSE VEHICLES**

521 Hillsdale, Columbia, MO. 65201 (573) 443-8881 • (888) 448-8881 • Fax: (573) 815-0051

COLOR: Blue

CHASSIS: Chevy G4500

YEAR: 2026

TO BE DELIVERED Mid-Late 2026

TYPE: iii

VIN:

SOIDET	ITLED TO: 1/28/2025	
		ATE
City Of Glads	tone, Mo.	
7010 N Holm	PURCHASER'S NAME	
Cladatana	STREET ADDRESS	
Gladstone	Missouri	64118
Craig Richey	STATE	259
CONTACT	OUS	PAESS PHONE
BODY:	Remount	
RIM:	STOCK #:	
ΓID #:		

MITHIN ** SALES REPRESE!	NTATIVE: Braden Vormund FIN: FIN:	
	OF SIGNED SHOP ORDER CONFIRMATION	
	SH PRICE OF UNIT	PRICE
2026 AEV Traumahawk Type III Remount Ambulance 172x95x72 Chevro		\$ 179,450.00
	···	
Above Pricing Includes:		
Stryker PowerLoad Provided and Installed by NWEV		
*****		
USED VEHICLE TRADE-IN AND/OR OTHER CREDITS	CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE	\$ 179,450.00
MAKE OF TRADE-IN:	DELIVERY	\$
YEAR: MODEL: BODY:	1. TOTAL PRICE OF UNIT	\$ 179,450.00
VIN:	2. TOTAL DOWN PAYMENT:	
USED TRADE-IN ALLOWANCE \$	CONSISTING OF 0.0 IN CASH AND/OR	
DEPOSIT OR CREDIT BALANCE	\$ N/A NET TRADE-IN ALLOWANCE ON	0.0
DOWN PAYMENT (TRANSFER TO RIGHT) \$	TRADE-IN; SEE STATEMENT IN LEFT HAND	
	COLUMN FOR DETAILS.	
	3. UNPAID CASH BALANCE DUE ON DELIVERY (DIFFERENCE BETWEEN ITEMS 1 & 2)	\$ 179,450.00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN AMERICAN RESPONSE VEHICLES, INC. ARE THEIRS, NOT AMERICAN RESPONSE VEHICLES, INC. AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS AMERICAN RESPONSE VEHICLES, INC. FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY AMERICAN RESPONSE VEHICLES, INC. ON ITS OWN BEHALF, AMERICAN RESPONSE VEHICLES, INC. HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY AMERICAN RESPONSE VEHICLES, INC., AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED."

THIS ORDER IS A BINDING CONTRACT AFTER ACCEPTANCE BELOW BY AMERICAN RESPONSE VEHICLES' AUTHORIZED REPRESENTATIVE.

THE FRONT AND BACK OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO, OR WILL IT BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT. I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I CERTIFY THAT I AM OF LEGAL AGE, AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.

a URCHASER'S SIGNATURE ACCEPTED BY: Braden Vomund AMERICAN RESPONSE VEHICLES, INC. AUTHORIZED REPRESENTATIVE

## **ADDITIONAL TERMS AND CONDITIONS**

- 1. All vehicles will be freighted FOB Columbia, MO or factory, and delivered C.O.D. Payment can either be made by cashier's check or wire transfer only. Government entities (backed by Government funds) can make payment by Government check. Delivery stated on the front of Sales Agreement is based on the number of Calendar days after receipt of American Response Vehicles, Inc. signed shop order confirmation. Please note items beyond the control of American Response Vehicles, Inc. and/or change orders may affect delivery.
- 2. Any warranty claims will be handled exclusive of total payment of vehicle. Please see warranty section of your Owner's manual for all information pertaining to warranty.
- 3. If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered to American Response Vehicles, Inc., until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraise value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance shown on the front of this Order, Purchaser may, if dissatisfied therewith cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to American Response Vehicles, Inc. Any trade-in vehicle shall have no deferred maintenance.
- 4. Purchaser agrees to deliver to American Response Vehicles, Inc. satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to American Response Vehicles, Inc. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.
- 5. Manufacturer has reserved the right to change the design of any new motor vehicle, as is, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to American Response Vehicles, Inc. or being manufactured or sold in accordance with American Response Vehicles, Inc. orders. Correspondingly, in the event of any such change by the Manufacturer, American Response Vehicles, Inc. shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
- 6. American Response Vehicles, Inc. shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or part, to any cause beyond the control or without the fault or negligence of American Response Vehicles, Inc.
- 7. The price for the motor vehicle specified on the face of this Order includes reimbursement for any Fleet Incentive Discounts, and Federal Excise taxes, if applicable, but does not include sales taxes, use taxes or occupational taxes based on sale volume, (Federal, State or Local) unless expressly so states. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.
- 8. <u>USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY:</u> UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY AMERICAN RESPONSE VEHICLES, INC. WARRANTY OR SERVICE CONTRACT IS FURNISHED BY AMERICAN RESPONSE VEHICLES, INC. TO BUYER, THIS VEHICLE IS SOLD "AS IS NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 9. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM AMERICAN RESPONSE VEHICLES, INC. ANY CONSEQUENTIAL DAMAGES, DAMAGE TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
- 10. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.
- 11. Failure or refusal to accept delivery: should the Purchaser fail or refuse to accept delivery, unless the vehicle fails to meet requirements found in the shop order confirmation document, the Purchaser acknowledges they are liable to American Response Vehicles, Inc. for expenses incurred and reasonable profit on the ordered vehicle.
- 12. All costs and expenses incurred by American Response Vehicles, Inc. for work accepted by the Purchaser prior to American Response Vehicles, Inc. receipt of the notice of termination, plus a reasonable profit for said work.