

ORDINANCE NO. 94-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH PREMIER TRUCK SALES & RENTAL, INC. FOR THE PURCHASE OF A 2024 INTERNATIONAL CONTAINER DELIVERY UNIT TRUCK FOR THE SANITATION DEPARTMENT, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1:** That the purchase of one (1) 2024 International Container Truck from Premier Truck Sales & Rental, Inc. is hereby authorized for the Sanitation Department.
- SEC. 2:** That the Mayor is hereby authorized to sign the Purchase Agreement, marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 4:** That the funds to cover this purchase, in the amount of \$100,000.00, are available in Account No. 514-0543-54413.
- SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 6:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to secure purchase as soon as possible in order to secure the price; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: June 8, 2026

SIGNED: 
President of Council

ATTEST: 
Clerk of Council

APPROVED: June 9, 2026

SIGNED: 
Mayor



Truck Sales & Rental, Inc.

7700 Wall Street
Cleveland, Ohio 44125
800.825.1255
www.premiertrucksales.com

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Purchase Agreement SQ15472

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Salesperson: Jim Slogar
Bill-to Customer No.: MED8
Customer PO No.:
Document Date: May 8, 2026
Due Date: May 8, 2026
Payment Terms: Due Upon Receipt

Bill-To:
CITY OF MEDINA
JOHN LENGACHER
132 N ELMWOOD
MEDINA, OH 44256

Ship-To:
CITY OF MEDINA
JOHN LENGACHER
132 N ELMWOOD
MEDINA, OH 44256

No.	Description / Serial No	Qty	Measure	Unit Price	Excl. Tax	Line Amount	Excl. Tax
MV607 CD	IHC MV607 CD L6751 2024 3HAEUMML4RL243148	1.00	Each	99,500.00		99,500.00	
ACC-80R	PALF ACC-80R W/ ROTATOR L6751CDU 0 137964	1.00	Each	0.00		0.00	
CUS-DISC	Customer Discounts	1.00	Each	-1,000.00		-1,000.00	

SIGNED PURCHASE AGREEMENT REQUIRED; TRUCK WILL SERVICED, DETAILED AND DELIVERED WORK READY

Subtotal 98,500.00
Invoice Discount 0.00
Total Tax 0.00

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 98,500.00

Total US Incl. Tax 98,500.00

CITY OF MEDINA (Customer)

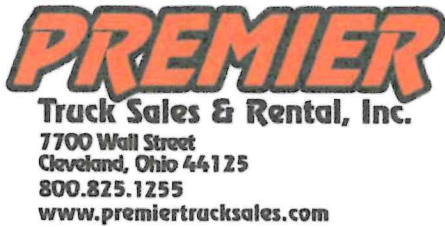
PREMIER TRUCK SALES & RENTAL, INC. (Seller)

James A. Shields 6/9/2026
Customer Signature Date

Jim Slogar
Sales Rep

JAMES A. SHIELDS Mayor
Customer Print Name Title

(Terms and Conditions on next page)



Salesperson	Jim Slogar
Bill-to Customer No.	MED8
Customer PO No.	
Document Date	May 8, 2026
Due Date	May 8, 2026
Payment Terms	Due Upon Receipt

Terms and Conditions

FOB Seller’s Cleveland, OH location unless otherwise noted above. Seller makes no representations or warranties concerning this equipment (“Equipment”) and authorizes no person to make any representations or warranties on its behalf. **THE EQUIPMENT IS BEING SOLD AS IS BY SELLER AND, NO MANUFACTURER’S WARRANTY WILL BE PROVIDED TO CUSTOMER UNLESS IS DENOTED IN THIS DOCUMENT. SELLER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Customer acknowledges it has inspected and accepted the Equipment, has not received or relied upon any representations or warranties made with respect thereto by Seller, and is responsible for any repairs that may be required thereto. Any trade-in must be delivered in substantially the same condition as when it was last appraised and, if it is not, a second appraisal is required and the trade-in credit may be reduced. This Agreement contains the entire agreement of the parties and it supersedes any terms of any Customer purchase order. This Agreement may not be amended, and no rights hereunder may be waived, except in a writing signed by the parties. **IN NO EVENT WILL SELLER BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, NOR FOR LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF THE SALE OF EQUIPMENT AND ARISING OUT OF ANY BREACH OF THIS AGREEMENT.** This Agreement may not be cancelled by Customer, but may be cancelled by Seller. Deposits are nonrefundable unless Seller cancels this Agreement. If Customer does not pay the purchase price in full and take delivery of the Equipment within five business days of notice by Seller to Customer that the Equipment is ready for delivery, Seller may retain the Customer’s deposit as liquidated damages.

Customer must pay any excise, sales, use or other taxes imposed upon the sale of the Equipment and must indemnify Seller with respect to any such taxes that are assessed against Seller. Seller will not be liable for, and Customer will defend, indemnify and hold Seller harmless with respect to, any and all liabilities, losses, and claims attributable to the use or misuse of the Equipment, including liabilities, losses, and claims for personal injury, death, bodily injury, permanent and partial disability, loss of property and property damage, as well as expenses, including legal expenses. The indemnification provisions of this Agreement will remain in full force and effect after the delivery of the Equipment.

If purchase is a rental buyout, all rentals must be paid in full before completion of sale. Customer must de-identify truck immediately and send Premier license plates back to Premier immediately upon receiving temporary tag from Premier. **\$2,500/unit fee will apply if license plate is not returned within 30 days from purchase.**

This Agreement and the sale of Equipment hereunder is governed by the laws of the State of Ohio other than those relating to conflicts of law. The exclusive jurisdiction for claims and disputes related to the foregoing will be the State courts located in Cuyahoga County, Ohio. The term “including’ as used in this Agreement means “including without limitation”.