

February 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS AND UTILITIES 6:00	2 PLANNING COMMISSION 7:00 CAUCUS 6:45	3	4	5
6	7	8	9	10	11	12
13	14 <i>VALENTINE'S DAY</i> CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	15 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	16	17	18	19
20	21 <i>PRESIDENT'S DAY</i>	22 RECREATION BOARD 6:00	23	24 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	25	26
27	28					

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

**NORTH ROYALTON CITY COUNCIL
A G E N D A
FEBRUARY 1, 2022**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.



REGULAR ORDER OF BUSINESS

- 1. Call to Order.
- 2. Opening Ceremony (Pledge of Allegiance).
- 3. Roll Call.
- 4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: January 18, 2022.
 - b. Authorize the Mayor and Service Director to advertise for bids for the 2022 Road Maintenance Program.
- 5. Communications.
- 6. Mayor's Report.
- 7. Department Head Reports.
- 8. President of Council's Report.
- 9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Paul Marnecheck
Review & Oversight	Jeremy Dietrich
Safety	Michael Vos
Storm Water	Linda Barath
Streets	Joanne Krejci
Utilities	Dawn Carbone-McDonald
- 10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	John Nickell
Planning Commission	Paul Marnecheck
Recreation Board	Jeremy Dietrich
- 11. Public Discussion: Five minute maximum, on current agenda legislation only.
- 12. LEGISLATION

THIRD READING CONSIDERATION

- 1. **21-78 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATION, CHAPTER 212 PUBLIC MEETINGS, SECTION 212.03 OPEN MEETINGS REQUIRED; MINUTES, AND DECLARING AN EMERGENCY. First reading April 20, 2021. Second reading May 4, 2021.**
- 2. **21-194 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 12 PLANNING AND ZONING CODE, CHAPTER 1260 GENERAL PROVISIONS AND DEFINITIONS, 1260.07 DEFINITIONS AND PART 12 PLANNING AND ZONING CODE, CHAPTER 1276 BUSINESS DISTRICTS, SECTION 1276.03 USE REGULATIONS FOR LOCAL BUSINESS DISTRICTS, AND DECLARING AN EMERGENCY. First reading December 7, 2021 and referred to Building and Building Codes. Second reading December 21, 2021.**

3. **21-195** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 12 PLANNING AND ZONING CODE, CHAPTER 1248 IMPROVEMENTS, SECTION 1248.01 SUBDIVISION IMPROVEMENTS REQUIRED BEFORE FINAL APPROVAL AND SECTION 1248.02 REQUIRED SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS, AND DECLARING AN EMERGENCY. **First reading December 7, 2021 and referred to Building and Building Codes. Second reading December 21, 2021.**

FIRST READING CONSIDERATION

1. **22-17** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE 1601 BIG CREEK FLOOD REDUCTION NEAR SPRAGUE ROAD PROJECT, AND DECLARING AN EMERGENCY.
2. **22-18** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TMRD, LTD., AND LESSEE KENT CORPORATION FOR COMMUNITY REINVESTMENT AREA TAX INCENTIVES, AND DECLARING AN EMERGENCY.
3. **22-19** - AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT(S), AND DECLARING AN EMERGENCY.
4. **22-20** - A RESOLUTION DETERMINING TO PROCEED WITH THE SUBMISSION TO THE ELECTORS OF THE CITY THE QUESTION OF THE REPLACEMENT IN ITS ENTIRETY OF A 1.7 MILL TAX LEVY FOR THE PURPOSE OF PROVIDING EMERGENCY MEDICAL SERVICE, AND DECLARING AN EMERGENCY.
5. **22-21** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 21-184 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
6. **22-22** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF FOUR (4) 2022 FORD INTERCEPTORS FOR THE NORTH ROYALTON POLICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR MONTROSE FORD, FOR AN AMOUNT NOT TO EXCEED \$132,221.64, AND DECLARING AN EMERGENCY.
7. **22-23** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) CATERPILLAR MODEL 299D3 COMPACT TRACK LOADER FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH SOURCEWELL, FORMERLY NJPA, COOPERATIVE PURCHASING PROGRAM, VENDOR OHIO CAT, FOR AN AMOUNT NOT TO EXCEED \$86,982.88, AND DECLARING AN EMERGENCY.
8. **22-24** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) CATERPILLAR MODEL 306 MINI HYDRAULIC EXCAVATOR FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH SOURCEWELL, FORMERLY NJPA, COOPERATIVE PURCHASING PROGRAM, VENDOR OHIO CAT, FOR AN AMOUNT NOT TO EXCEED \$79,727.90, AND DECLARING AN EMERGENCY.
9. **22-25** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF SIX (6) FORD F250 REGULAR CAB 4X4 PICKUP TRUCKS FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION PURCHASING CONTRACT, VENDOR VALLEY FORD TRUCK FOR AN AMOUNT NOT TO EXCEED \$280,722.00 (\$46,787.00 EACH), AND DECLARING AN EMERGENCY.
10. **22-26** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF SIX (6) SAFETY AND SNOW PLOW EQUIPMENT PACKAGES FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR CONCORD ROAD EQUIPMENT MFG, INC., FOR AN AMOUNT NOT TO EXCEED \$61,395.54 (\$10,232.59 EACH), AND DECLARING AN EMERGENCY.

11. **22-27** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) LIFTGATE FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR CONCORD ROAD EQUIPMENT MFG, INC. FOR AN AMOUNT NOT TO EXCEED \$3,493.59, AND DECLARING AN EMERGENCY.
 12. **22-28** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF THREE (3) WESTERN STAR 4700SB SINGLE AXLE CAB AND CHASSIS FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION PURCHASING CONTRACT FOR AN AMOUNT NOT TO EXCEED \$327,798.00 (\$109,266.00 EACH), AND DECLARING AN EMERGENCY.
 13. **22-29** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF THREE (3) SINGLE AXLE DUMP BODY AND SNOW PLOW EQUIPMENT PACKAGES FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR CONCORD ROAD EQUIPMENT MFG, INC. FOR AN AMOUNT NOT TO EXCEED \$229,323.93 (\$76,441.31 EACH), AND DECLARING AN EMERGENCY.
 14. **22-30** - AN ORDINANCE ACCEPTING THE BID OF COOK PAVING AND CONSTRUCTION CO. INC. FOR THE MEMORIAL PARK SPLASH PAD AND SHADE STRUCTURE FOR AN AMOUNT NOT TO EXCEED \$910,016.70 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
 15. **22-31** - AN ORDINANCE AMENDING ORDINANCE 21-182, ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEARS 2022 AND 2023, AND DECLARING AN EMERGENCY.
 16. **22-32** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 2 ADMINISTRATION CODE CHAPTER 232 DEPARTMENT OF FINANCE, AMENDING ORDINANCE 10-103 STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON SECTION 4 FINANCE DEPARTMENT, AND AMENDING ORDINANCE 21-182 ESTABLISHING RATES OF COMPENSATION FOR NON UNION EMPLOYEES OF THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
 14. Adjournment.

ORDINANCE NO. 22-17

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck, Carbone-McDonald

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE 1601 BIG CREEK FLOOD REDUCTION NEAR SPRAGUE ROAD PROJECT, AND DECLARING AN EMERGENCY

- WHEREAS: Northeast Ohio Regional Sewer District (NEORSDD) adopted Resolution 114-13 authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with member communities; and
- WHEREAS: The purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and
- WHEREAS: The Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and
- WHEREAS: The District supports the Community Cost-Share 1601 Big Creek Flood Reduction near Sprague Road project (the “Project”) as a Community Cost-Share project proposed by the city; and
- WHEREAS: It is therefore necessary to authorize the Mayor to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District in order to participate in this program; and
- WHEREAS: Council desires to provide for this authorization.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Mayor is hereby authorized to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District for the 1601 Big Creek Flood Reduction near Sprague Road project pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit 1 and incorporated as if fully rewritten.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF NORTH ROYALTON**

This Agreement is made and entered into this _____ day of _____, 2021, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and City of North Royalton (City) acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 2022 (Exhibit “B”).

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share 1601 Big Creek Flood Reduction near Sprague Road project (the “Project”) as a Community Cost-Share project; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 City Obligations

1.1 The City agrees to perform as follows:

- 1.1.1 Meet with District staff when requested to review the Project status.
- 1.1.2 Continue to own and maintain the road crossing the infrastructure upon completion of the Project in partnership with the City of Parma along the community boundary.

- 1.1.3 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS D) Community Cost-Share Program in coordination with City, under the provisions of the NEORS D Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS D review and may not necessarily reflect the views of NEORS D, and no official endorsement should be inferred.

- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 **District's Obligations**

- 2.1 The District agrees to perform as follows:

- 2.1.1. Complete work as detailed in the District approved Community Cost-Share application (Exhibit "C").
- 2.1.2. Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and the City for the Project.
- 2.1.3. Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
- 2.1.4. Allocate \$35,000.00 to the City for the Project from the City's Community Cost-Share Account. Following the completion of the Project, such funds will be payable to the District as compensation for the performance of the Project and will be transferred from the City's Community Cost-Share Account to the District's Stormwater General fund by the District
- 2.1.5. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.

2.1.6. Permit the City to photograph the Project and to incorporate the Project into the City's overall public education and outreach efforts for stormwater management.

2.1.7. Acknowledge the City in presentations or publications related to the Project.

Article 3.0 **Dispute Resolution**

3.01 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.

3.02 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative
Director of Watershed Programs	Mayor

3.03 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

3.04 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

4.01 The Parties agree that, after exhausting the dispute resolution process outlined above, all

claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

Article 5 **Counterpart Signatures**

5.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 **Governing Law**

6.01 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

7.01 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 **Authority to Execute**

8.01 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit "A" – District Resolution

Exhibit "B" – City Ordinance/Resolution

Exhibit "C" – District-Approved Community Cost Share Application

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF NORTH ROYALTON

By: _____

Title: _____

The Legal Form and Correctness of this
Instrument is hereby Approved:

CITY OF NORTH ROYALTON

Assistant/Director of Law

This Instrument Prepared By:

Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR DISTRICT USE]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

COMMUNITY COST-SHARE PROJECT:
1601 BIG CREEK FLOOD REDUCTION NEAR
SPRAGUE ROAD

Total Approximate Cost: \$35,000.00

The legal form and correctness of the within
instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to
meet the contract, agreement, obligation, payment
or expenditure, for the above, has been lawfully
appropriated or authorized or directed for such
purpose and is in the Treasury or in process of
collection to the credit of the fund free from any
obligation or certification now outstanding.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

BUDGET CENTER 8100

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

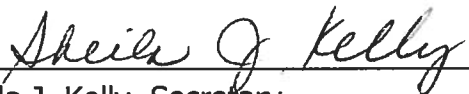
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.



Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

(Insert Member Community
Ordinance/Resolution)

EXHIBIT C



**Community Cost-Share Program
APPLICATION**

FUND TRANSFER

Member Community Information

Community: _____

Primary Project Contact:
(Name & Title) _____

Mailing Address: _____

Phone Number: _____

Email: _____

Project Information

Project Title: _____

Address or Location of Project: _____

Project Start Date: _____

Project End Date: _____

Community Cost-Share Fund Request: _____

Submission Date: _____



Project Narrative

1) Project Summary (1,000 word maximum)

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.



*Community Cost-Share Program
Application*

2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).



*Community Cost-Share Program
Application*

3) **Visibility and Public Outreach:** (500 word maximum)

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?



*Community Cost-Share Program
Application*

4) **Budget Summary** (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.



Community Cost-Share Program Application

Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials		
Other		
TOTAL	\$	

ORDINANCE NO. 22-18

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TMRD,
LTD., AND LESSEE KENT CORPORATION FOR COMMUNITY REINVESTMENT AREA TAX
INCENTIVES, AND DECLARING AN EMERGENCY

WHEREAS: Council adopted Ordinance 15-34 creating a Community Reinvestment Area and establishing boundaries for same; and

WHEREAS: TMRD, Ltd., and Lessee Kent Corporation (property owner) has submitted an application requesting participation in the Community Reinvestment Area tax incentives; and

WHEREAS: Council desires to authorize the Mayor to enter into this agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON,
COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Mayor is hereby authorized to enter into an agreement with TMRD, Ltd., and Lessee Kent Corporation for Community Reinvestment Area tax incentives as established by Ordinance 15-34, pursuant to terms and conditions as approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into an agreement with TMRD, Ltd., and Lessee Kent Corporation for Community Reinvestment Area tax incentives as established by Ordinance 15-34 in order to encourage the proposed development and opportunity for increased employment.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

COMMUNITY REINVESTMENT AREA AGREEMENT

This agreement made and entered into by and between **the City of North Royalton**, Ohio, a municipal corporation, with its main office located at 14600 State Road, North Royalton, Ohio (hereinafter referred to as "City") and **TMRD, Ltd.**, and Lessee Kent Corporation with its main offices located at 9601 York Alpha Dr., North Royalton, Ohio, (hereinafter referred to as "property owner").

WITNESSETH;

WHEREAS, City of North Royalton has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, **TMRD, Ltd., and Lessee Kent Corporation** is desirous of constructing a **new office facility to facilitate the expansion of services and products, see exhibit A, attached and incorporated herein**, (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of North Royalton, Ohio by Ordinance No. 15-34 adopted on March 3, 2015, designated the area as an "Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective June 9, 2015, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance 15-34 contained the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as a Community Reinvestment Area under said Chapter 3735; and

WHEREAS, the City of North Royalton having the appropriate authority for the stated type of project, is desirous of providing TMRD, Ltd., and Lessee Kent Corporation with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, TMRD, Ltd., and Lessee Kent Corporation submitted a proposed agreement application (herein attached as Exhibit B) to the City of North Royalton said application (hereinafter referred to as "APPLICATION"); and

WHEREAS, **TMRD, Ltd., and Lessee Kent Corporation** has remitted the required state application fee of \$750.00 made payable to the Ohio Department of Development with the application to be forwarded to said department with a copy of the final agreement; and

WHEREAS, the City of North Royalton has investigated the application of TMRD, Ltd., and Lessee Kent Corporation and has recommended the same to the Council of City of North Royalton on the basis that that it is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of North Royalton; and

WHEREAS, the project site as proposed by **TMRD, Ltd., and Lessee Kent Corporation** is located in the North Royalton School District and the Cuyahoga Joint Vocational School District have been

notified in accordance with Section 5709.83 and been given a copy of the APPLICATION; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. **TMRD, Ltd., and Lessee Kent Corporation** shall add/construct 15,000 square feet to the building. The addition will add 5,000 square feet of warehouse storage space and 10,000 square feet of additional space for rebuilding of machines and general assembly of new machines. This will enable Kent Corporation to offer more product timely and efficiently to our clients. Upon completion, new hires for the space include 2 production, 1 salesperson, and 1 maintenance service technician.

The PROJECT will involve a total investment of One Million Two Hundred Twenty Thousand Dollars (\$1,220,000.00) as follows:

Additions/New Construction:	\$900,000
Improvements to existing buildings:	\$35,000
Machinery & Equipment:	\$15,000
Furniture & Fixtures:	\$20,000
Inventory:	\$250,000

The PROJECT will begin February 15, 2022 and all acquisition, construction and will be completed by January 1, 2023.

2. **TMRD, Ltd., and Lessee Kent Corporation** shall create within a time period not exceeding 24 months after the conclusion of construction of the aforesaid facility, four (4) new full-time permanent job opportunities by Kent Corporation.

The building addition is to expand the workspace and storage of the facility for the production area of the manufacturer, Kent Corporation. This addition will allow space for Kent Corporation to hire 4 new full time permanent employees at the facility. The additional 4 employee's payroll costs will be approximately \$300,000/year. Kent Corporation currently stores a portion of their inventory in an offsite facility in Shelby, Ohio. The new building addition will allow this inventory to be stored onsite for accessibility without need for additional freight costs between the two facilities. The freight cost between facilities is approximately \$2,800/month (33,600/year) on average and the storage rent fees for the offsite facility is \$4,550/month (54,600/year) on average.

3. **TMRD, Ltd., and Lessee Kent Corporation** shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the property owner's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

4. The City of North Royalton hereby grants **TMRD, Ltd. and Lessee Kent Corporation** a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code in the following amounts:

Exemption Term-15 years

Percentage of Exemption-49%

Each identified project improvement will receive a 15-year exemption period. The exemption commences the first year for which the Real Property exemption would first be taxable were that property not exempted from taxation. No exemption shall commence before January 1, 2023 nor extend beyond December 31, 2038.

5. **TMRD, Ltd., and Lessee Kent Corporation** shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the agreement or five hundred dollars: provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars.

The fee shall be made payable to the City of North Royalton once per year for each year the agreement is effective by certified check. The fee is to be paid to finance director and made out to the City of North Royalton. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 3735.671(D) of the revised code and by the tax incentive review council created under section 3735.671(D) of the revised code exclusively for the purposes of performing the duties prescribed under that section.

6. **TMRD, Ltd., and Lessee Kent Corporation** shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If **TMRD, Ltd., and Lessee Kent Corporation** fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. City of North Royalton shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
8. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or the City of North Royalton revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless **TMRD, Ltd., and Lessee Kent Corporation** fails to fulfill its obligations under this agreement the City of North Royalton terminates or modifies the exemptions from taxation granted under this agreement.
9. If North Royalton materially fails to fulfill its obligations under this agreement, or if the City of North Royalton determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City of North Royalton may terminate or modify the exemptions from taxation granted under this agreement.
10. **TMRD, Ltd., and Lessee Kent Corporation** hereby certifies that at the time this agreement is executed, **TMRD, Ltd., and Lessee Kent Corporation**, does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which **TMRD, Ltd., and Lessee Kent Corporation** are liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if

such delinquent taxes are owed, **TMRD, Ltd., and Lessee Kent Corporation** currently are paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **TMRD, Ltd., and Lessee Kent Corporation** for the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

11. **TMRD, Ltd., and Lessee Kent Corporation** covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
12. **TMRD, Ltd., and Lessee Kent Corporation** and City of North Royalton acknowledge that this agreement must be approved by formal action of the legislative authority of the City of North Royalton as a condition for the agreement to take effect. This agreement takes effect upon such approval.
13. The City of North Royalton has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, **TMRD, Ltd., and Lessee Kent Corporation** is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that **TMRD, Ltd., and Lessee Kent Corporation** any successor property owner, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
15. **TMRD, Ltd., and Lessee Kent Corporation** affirmatively covenants that it has made no false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of **TMRD, Ltd., and Lessee Kent Corporation** has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, **TMRD, Ltd., and Lessee Kent Corporation** shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
16. This agreement is not transferable or assignable without the express, written approval of The City of North Royalton.

{ The remainder of this page is left intentionally blank. }

IN WITNESS WHEREOF, the City of North Royalton Ohio, by Mayor Larry Antoskiewicz, its Mayor, and pursuant to Ordinance No.21 has caused this instrument to be executed this _____ day of _____, 2022 and **TMRD, Ltd., and Lessee Kent Corporation** by _____, its Owner/President has caused this instrument to be executed on this _____ day of _____, 2022.

Approved as to form:

Law Director

City of North Royalton

By: _____

Mayor Larry Antoskiewicz

TMRD, Ltd.,

By: _____

Title: _____

Lessee Kent Corporation

By: _____

Title: _____

Note: A copy of this agreement must be forwarded to the Ohio Department of Development within fifteen (15) days of finalization.



City of North Royalton

Mayor Larry Antoskiewicz

14600 State Road • North Royalton, OH 44133

440-877-1178 fax: • 440-877-1176

Law Department

Thomas A. Kelly

Law Director
and Chief Prosecutor

Donna M. Vozar

Assistant Law Director
and 1st Assistant Prosecutor

James J. McDonnell

2nd Assistant Prosecutor

January 14, 2022

VIA HAND DELIVERY January 14, 2022 and by REGULAR U.S. MAIL

David Mangas

Superintendent

Cuyahoga Valley Career Center

8001 Brecksville Road

Brecksville, Ohio 44141

Dear Mr. Mangas:

Pursuant to Ohio Revised Code Section 5709.83, please accept this correspondence as notice to you as representative of your district that an Ordinance will be introduced in the City Council of North Royalton on February 1, 2022, which, if adopted will grant a tax exemption to TMRD, Ltd., and Lessee Kent Corporation.

As required by the statute enclosed please find a copy of the application filed by the applicant, TMRD, Ltd., and Lessee Kent Corporation. Also enclosed is a copy of the proposed Agreement between the parties.

This notice is being delivered to you at least 14 days prior to the meeting scheduled for February 1, 2022 as required.

Respectfully,

Thomas A. Kelly
Law Director

TAK/hm

cc: Larry Antoskiewicz, Mayor
Thomas Jordan, Community Development Director
Dana Schroeder, Director of Legislative Services

Enclosures



City of North Royalton

Mayor Larry Antoskiewicz

14600 State Road • North Royalton, OH 44133

440-877-1178 fax: • 440-877-1176

Law Department

Thomas A. Kelly
Law Director
and Chief Prosecutor

Donna M. Vozar
Assistant Law Director
and 1st Assistant Prosecutor

James J. McDonnell
2nd Assistant Prosecutor

January 14, 2022

VIA HAND DELIVERY January 14, 2022 and by REGULAR U.S. MAIL

Michael Laub
Superintendent
North Royalton City Schools
6579 Royalton Road
North Royalton, Ohio 44133

Dear Mr. Laub:

Pursuant to Ohio Revised Code Section 5709.83, please accept this correspondence as notice to you as representative of your district that an Ordinance will be introduced in the City Council of North Royalton on February 1, 2022, which, if adopted will grant a tax exemption to TMRD, Ltd., and Lessee Kent Corporation.

As required by the statute enclosed please find a copy of the application filed by the applicant, TMRD, Ltd., and Lessee Kent Corporation. Also enclosed is a copy of the proposed Agreement between the parties.

This notice is being delivered to you at least 14 days prior to the meeting scheduled for February 1, 2022 as required.

Respectfully,

Thomas A. Kelly
Law Director

TAK/hm

cc: Larry Antoskiewicz, Mayor
Thomas Jordan, Community Development Director
Dana Schroeder, Director of Legislative Services

Enclosures

COMMUNITY REINVESTMENT AREA AGREEMENT

This agreement made and entered into by and between **the City of North Royalton, Ohio**, a municipal corporation, with its main office located at 14600 State Road, North Royalton, Ohio (hereinafter referred to as "City") and **TMRD, Ltd.**, and Lessee Kent Corporation with its main offices located at 9601 York Alpha Dr., North Royalton, Ohio, (hereinafter referred to as "property owner").

WITNESSETH;

WHEREAS, City of North Royalton has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, **TMRD, Ltd., and Lessee Kent Corporation** is desirous of constructing a **new office facility to facilitate the expansion of services and products, see exhibit A, attached and incorporated herein**, (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of North Royalton, Ohio by Ordinance No. 15-34 adopted on March 3, 2015, designated the area as an "Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective June 9, 2015, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance 15-34 contained the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as a Community Reinvestment Area under said Chapter 3735; and

WHEREAS, the City of North Royalton having the appropriate authority for the stated type of project, is desirous of providing TMRD, Ltd., and Lessee Kent Corporation with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, TMRD, Ltd., and Lessee Kent Corporation submitted a proposed agreement application (herein attached as Exhibit B) to the City of North Royalton said application (hereinafter referred to as "APPLICATION"); and

WHEREAS, **TMRD, Ltd., and Lessee Kent Corporation** has remitted the required state application fee of \$750.00 made payable to the Ohio Department of Development with the application to be forwarded to said department with a copy of the final agreement; and

WHEREAS, the City of North Royalton has investigated the application of TMRD, Ltd., and Lessee Kent Corporation and has recommended the same to the Council of City of North Royalton on the basis that that it is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of North Royalton; and

WHEREAS, the project site as proposed by **TMRD, Ltd., and Lessee Kent Corporation** is located in the North Royalton School District and the Cuyahoga Joint Vocational School District have been

notified in accordance with Section 5709.83 and been given a copy of the APPLICATION; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. **TMRD, Ltd., and Lessee Kent Corporation** shall add/construct 15,000 square feet to the building. The addition will add 5,000 square feet of warehouse storage space and 10,000 square feet of additional space for rebuilding of machines and general assembly of new machines. This will enable Kent Corporation to offer more product timely and efficiently to our clients. Upon completion, new hires for the space include 2 production, 1 salesperson, and 1 maintenance service technician.

The PROJECT will involve a total investment of One Million Two Hundred Twenty Thousand Dollars (\$1,220,000.00) as follows:

Additions/New Construction:	\$900,000
Improvements to existing buildings:	\$35,000
Machinery & Equipment:	\$15,000
Furniture & Fixtures:	\$20,000
Inventory:	\$250,000

The PROJECT will begin February 15, 2022 and all acquisition, construction and will be completed by January 1, 2023.

2. **TMRD, Ltd., and Lessee Kent Corporation** shall create within a time period not exceeding 24 months after the conclusion of construction of the aforesaid facility, four (4) new full-time permanent job opportunities by Kent Corporation.

The building addition is to expand the workspace and storage of the facility for the production area of the manufacturer, Kent Corporation. This addition will allow space for Kent Corporation to hire 4 new full time permanent employees at the facility. The additional 4 employee's payroll costs will be approximately \$300,000/year. Kent Corporation currently stores a portion of their inventory in an offsite facility in Shelby, Ohio. The new building addition will allow this inventory to be stored onsite for accessibility without need for additional freight costs between the two facilities. The freight cost between facilities is approximately \$2,800/month (33,600/year) on average and the storage rent fees for the offsite facility is \$4,550/month (54,600/year) on average.

3. **TMRD, Ltd., and Lessee Kent Corporation** shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the property owner's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

4. The City of North Royalton hereby grants **TMRD, Ltd. and Lessee Kent Corporation** a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code in the following amounts:

Each identified project improvement will receive a 15-year exemption period. The exemption commences the first year for which the Real Property exemption would first be taxable were that property not exempted from taxation. No exemption shall commence before January 1, 2023 nor extend beyond December 31, 2038.

5. **TMRD, Ltd., and Lessee Kent Corporation** shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the agreement or five hundred dollars: provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars.

The fee shall be made payable to the City of North Royalton once per year for each year the agreement is effective by certified check. The fee is to be paid to finance director and made out to the City of North Royalton. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 3735.671(D) of the revised code and by the tax incentive review council created under section 3735.671(D) of the revised code exclusively for the purposes of performing the duties prescribed under that section.

6. **TMRD, Ltd., and Lessee Kent Corporation** shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If **TMRD, Ltd., and Lessee Kent Corporation** fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. City of North Royalton shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
8. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or the City of North Royalton revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless **TMRD, Ltd., and Lessee Kent Corporation** fails to fulfill its obligations under this agreement the City of North Royalton terminates or modifies the exemptions from taxation granted under this agreement.
9. If North Royalton materially fails to fulfill its obligations under this agreement, or if the City of North Royalton determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City of North Royalton may terminate or modify the exemptions from taxation granted under this agreement.
10. **TMRD, Ltd., and Lessee Kent Corporation** hereby certifies that at the time this agreement is executed, **TMRD, Ltd., and Lessee Kent Corporation**, does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which **TMRD, Ltd., and Lessee Kent Corporation** are liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if

such delinquent taxes are owed, **TMRD, Ltd., and Lessee Kent Corporation** currently are paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **TMRD, Ltd., and Lessee Kent Corporation** for the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

11. **TMRD, Ltd., and Lessee Kent Corporation** covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
12. **TMRD, Ltd., and Lessee Kent Corporation** and City of North Royalton acknowledge that this agreement must be approved by formal action of the legislative authority of the City of North Royalton as a condition for the agreement to take effect. This agreement takes effect upon such approval.
13. The City of North Royalton has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, **TMRD, Ltd., and Lessee Kent Corporation** is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that **TMRD, Ltd., and Lessee Kent Corporation** any successor property owner, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
15. **TMRD, Ltd., and Lessee Kent Corporation** affirmatively covenants that it has made no false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of **TMRD, Ltd., and Lessee Kent Corporation** has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, **TMRD, Ltd., and Lessee Kent Corporation** shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
16. This agreement is not transferable or assignable without the express, written approval of The City of North Royalton.

{The remainder of this page is left intentionally blank.}

IN WITNESS WHEREOF, the City of North Royalton Ohio, by Mayor Larry Antoskiewicz, its Mayor, and pursuant to Ordinance No.21 has caused this instrument to be executed this _____ day of _____, 2022 and **TMRD, Ltd., and Lessee Kent Corporation** by _____, its Owner/President has caused this instrument to be executed on this _____ day of _____, 2022.

Approved as to form:

Law Director

City of North Royalton

By: _____

Mayor Larry Antoskiewicz

TMRD, Ltd.,

By: _____

Title: _____

Lessee Kent Corporation

By: _____

Title: _____

Note: A copy of this agreement must be forwarded to the Ohio Department of Development within fifteen (15) days of finalization.



City of North Royalton

Mayor Larry Antoskiewicz

Thomas J. Jordan Community Development Director

11545 Royalton Road, North Royalton, OH 44133

Phone: 440-237-5484

Email: tjordan@northroyalton.org

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the
City of North Royalton, Ohio located in the County of Cuyahoga and
TMRD, Ltd.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

TMRD, Ltd
Enterprise Name

Dean Costello
Contact Person

9601 York Alpha Drive,
North Royalton, OH 44133
Address

1 (440) 582-3400
Telephone Number

- b. Project site:

TMRD Ltd
(Lessee: Kent Corporation)

Dean Costello
Contact Person

9601 York Alpha Drive,
North Royalton, OH 44133
Address

1 (440) 582-3400
Telephone Number

2. a. Nature of commercial/Industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Manufacturing - Kent Corporation as Lessee

- b. List primary 6 digit North American Industry Classification System (NAICS) #

Kent Corporation # 423830

Business may list other relevant SIC numbers. Dun & Bradstreet D-U-N-S#

Kent Corporation # 061717955

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: N/A)

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

TMRD Ltd (Lessee: Kent Corporation - S Corporation)

3. Name of principal owner(s) or officers of the business.

Dean Costello

4. a. State the enterprise's current employment level at the proposed project site:

Kent Corporation - 44 Employees

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes ___ No X

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

Kent Corporation - Full Time/Permanent - 40 Part Time/Permanent - 4

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes ___ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes ___ No x

- d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).
6. Project Description: We plan to add 15,000 square feet to the building. The addition will add 5,000 square feet of warehouse storage space and 10,000 square feet of additional space for rebuilding of machines and general assembly of new machines. This will enable Kent Corporation to offer more product timely and efficiently to our clients. Upon completion, new hires for the space include 2 production, 1 salesperson, and 1 maintenance service technician.
7. Project will begin February 15, 2022 and be completed January 1, 2023 provided a tax exemption is provided.
- 8 a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

4 Full Time Permanent Employees by Kent Corporation

b. State the time frame of this projected hiring: 2 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

By Kent Corporation -- 4 full time permanent within 2 years

- 9 a. Estimate the amount of annual payroll such new employees will add \$ 300,000 full time/permanent by Kent Corporation (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 3,060,000 at Kent Corporation _____

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Buildings:	\$ _____
B. Additions/New Construction:	\$ <u>900,000</u>
C. Improvements to existing buildings:	\$ <u>35,000</u>
D. Machinery & Equipment:	\$ <u>15,000</u>
E. Furniture & Fixtures:	\$ <u>20,000</u>
F. Inventory:	\$ <u>250,000</u>
Total New Project Investment:	\$ <u>1,220,000</u>

11. a. Business requests the following tax exemption incentives: 49 % for 15 years covering real building addition as described above. Be specific as to the rate, and term.
- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

The building addition is to expand the workspace and storage of the facility for the production area of the manufacturer, Kent Corporation. This addition will allow space for Kent Corporation to hire 4 new full time permanent employees at the facility. The additional 4 employees payroll costs will be approximately \$300,000/year.

Kent Corporation currently stores a portion of their inventory in an offsite facility in Shelby, Ohio; the new building addition will allow this inventory to be stored onsite for accessibility without need for additional freight costs between the two facilities. The freight cost between facilities is approximately \$2,800/month (33,600/year) on average and the storage rent fees for the offsite facility is \$4,550/month (54,600/year) on average.

Submission of this application expressly authorizes City of North Royalton, Ohio to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

DEAN Costello

Name of Property Owner

1/13/22

Date

Dean Costello

Signature

Dean Costello CEO

Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

ORDINANCE NO. 22-19

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT(S),
AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton, Ohio (the “MUNICIPALITY”) is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2022 (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

WHEREAS: The City of North Royalton has previously entered into a Grant Agreement with NOPEC, Inc. to receive one or more NEC Grant(s) for 2022, and to authorize the Mayor to execute the Grant Agreement with NOPEC, Inc. in the form attached.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. This Council of the City of North Royalton (the “Council”) finds and determines that it is in the best interest of the city to accept the NEC Grant(s) for 2022, and authorizes the Mayor to accept any such grant or grants.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to enter into this agreement with NOPEC in order to be eligible for Energized Community Grants for 2022.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

NOPEC 2022 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and _____, _____ County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for qualified use in accordance to the program policies must be submitted by November 30, 2024. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2022 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2022, and shall expire on December 31, 2022, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and Grantor and its

consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of NOPEC, to:

Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Title: _____

Name: _____

_____, Ohio _____

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Grantor to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

NOPEC, INC.:

_____, Ohio

Individual Authorized by Grantee's
Legislation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Signature page to NOPEC 2022 Energized Community Grant Agreement.]

A RESOLUTION DETERMINING TO PROCEED WITH THE SUBMISSION TO THE
ELECTORS OF THE CITY THE QUESTION OF THE REPLACEMENT IN ITS ENTIRETY
OF A 1.7 MILL TAX LEVY FOR THE PURPOSE OF PROVIDING EMERGENCY MEDICAL
SERVICE, AND DECLARING AN EMERGENCY

WHEREAS: This Council, on January 18, 2022, adopted a resolution declaring it to be necessary to provide for the replacement in its entirety of the existing additional tax of 1.7 mills in excess of the ten-mill limitation for the purpose of providing emergency medical service which such authority to levy such additional tax expiring with the levy made on the 2021 tax list and duplicate, to be collected in 2022 (the “Existing Levy”), in order to receive sufficient revenues and to continue to receive revenues therefrom without interruption (the “Resolution of Necessity”) and requested the County Fiscal Officer to provide the necessary certifications under 5705.03 of the Revised Code; and

WHEREAS: the County Fiscal Officer has certified that the amount that would be produced by a levy of 1.7 mills would be \$1,821,994, and the total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$1,071,761,400 (the “Fiscal Officer’s Certification”); and

WHEREAS: this Council has determined to proceed with the levy described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA, OHIO, THAT:

Section 1. This Council hereby determines to proceed with the submission of the question of the replacement in its entirety of the Existing Levy of 1.7 mills for the purpose of providing emergency medical service for a period of five years at the same rate as the Existing Levy (being 1.7 mills for each one dollar in tax valuation), beginning with the tax list and duplicate for the year 2022, the proceeds of which levy first would be distributed to this City in the calendar year 2023, and such question shall be submitted pursuant to the Resolution of Necessity and this Resolution adopted under Article XIV of the City Charter and Sections 5705.192, 5705.19(U) and 5705.191 of the Ohio Revised Code to the electors of the City of North Royalton at the election to be held therein on May 3, 2022, as authorized by law. That election shall be held at the regular places of voting in the City as established by the Board of Elections of Cuyahoga County, Ohio, or otherwise, within the times provided by law and shall be conducted, canvassed and certified in the manner provided by law.

Section 2. The Director of Legislative Services, in her capacity as Clerk of Council, is hereby authorized and directed to give or cause to be given notice of said election as provided by law.

Section 3. The Director of Legislative Services, in her capacity as Clerk of Council, is hereby directed to certify a copy of this Resolution, the Resolution of Necessity and the Fiscal Officer’s Certification to the Board of Elections of Cuyahoga County, Ohio, no later than February 2, 2022.

Section 4. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with the law.

Section 5. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Resolution is required to be immediately effective so that it can be timely filed with the Board of Elections in order to submit the tax levy to the electors at the election stated in Section 1.

THEREFORE, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
--------------------	----------------------

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 21-184 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

WHEREAS: Council wishes to amend the Original Appropriation Ordinance 21-184 for the fiscal year ending December 31, 2022 by transferring and making additional appropriations and providing for transfers between funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. To provide for the current expenses and other expenditures for the City of North Royalton, Ohio for the fiscal year ending December 31, 2022, the following sums be and they are hereby appropriated as itemized on Exhibit A attached hereto and incorporated herein as if fully rewritten.

Section 2. The attached Exhibit A includes the following inter-fund transfers:

General Fund	Police Facility Fund	\$ 550,000.00	Operating
General Fund	EMS Levy Fund	2,000,000.00	Operating
General Fund	SCMR Fund	700,000.00	Operating
General Fund	Enterprise Zone	37,200.00	Operating
General Fund	Police Pension Fund	350,000.00	Operating
General Fund	Fire Pension Fund	555,000.00	Operating
General Fund	General Bond Retirement Fund	600,000.00	Debt Service
General Fund	Rec Capital Improvement Fund	961,500.00	Operating
YMCA Special Revenue	General Bond Retirement Fund	428,000.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund	209,837.00	Debt Service
Fire Capital Improvement Fund	General Bond Retirement Fund	235,838.00	Debt Service
Sprague Road Reconstruction Fund	General Bond Retirement Fund	17,887.00	Debt Service

Section 3. A copy of this Ordinance shall be submitted by the Director of Finance to the Auditor of Cuyahoga County, Ohio and upon certification by said Auditor as required by law, the Director of Finance of this City is hereby authorized to draw his warrants upon the City Treasury for payment of any certification and vouchers therefore approved by the proper officers authorized by law to approve the same, or an Ordinance or Resolution of the Council to make such expenditures; provided, however, that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with the law or the Ordinances of this Council.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

THEREFORE, provided this Ordinance receives the affirmative vote of a majority of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED:

MAYOR

DATE PASSED:

DATE APPROVED:

ATTEST:

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Amendments February 1, 2022 Meeting		Total 2022 Appropriations
GENERAL FUND				
POLICE DEPARTMENT				
Personal Service	3,976,000.00			3,976,000.00
Contractual Services	319,611.00	30,240.00	A	349,851.00
Supply & Materials	168,200.00	38,680.00	A	206,880.00
Capital Outlay	14,500.00	53,500.00	A	68,000.00
Debt Service	147,000.00			147,000.00
Total Police Department	4,625,311.00	122,420.00		4,747,731.00
ANIMAL CONTROL				
Personal Service	172,300.00			172,300.00
Contractual Services	4,452.00	350.00	A	4,802.00
Supply & Materials	4,880.00	1,410.00	A	6,290.00
Capital Outlay	200.00			200.00
Total Animal Control Department	181,832.00	1,760.00		183,592.00
FIRE DEPARTMENT				
Personal Service	456,650.00	6,000.00	B	462,650.00
Contractual Services	355,700.00	59,000.00	C	414,700.00
Supply & Materials	114,500.00			114,500.00
Total Fire Department	926,850.00	65,000.00		991,850.00
POLICE AND FIRE COMMUNICATIONS				
Personal Service	388,550.00	-		388,550.00
Contractual Services	817,497.00	38,898.00	A	856,395.00
Supply & Materials	1,545.00			1,545.00
Capital Outlay	1,500.00			1,500.00
Total Police & Fire Comm	1,209,092.00	38,898.00		1,247,990.00
STREET LIGHTING				
Contractual Services	100,000.00			100,000.00
Total Street Lighting	100,000.00	-		100,000.00
CEMETERY DEPARTMENT				
Contractual Services	29,150.00			29,150.00
Supply & Materials	192,690.00			192,690.00
Capital Outlay	42,000.00	-		42,000.00
Total Cemetery Department	263,840.00	-		263,840.00
PARKS & RECREATION DEPARTMENT				
Personal Service	577,950.00	-		577,950.00
Contractual Services	92,121.00	-		92,121.00
Supply & Materials	145,960.00	10,000.00	D	155,960.00
Capital Outlay	80,000.00	5,000.00	E	85,000.00
Total Parks & Recreation Department	896,031.00	15,000.00		911,031.00
PLANNING COMMISSION				
Personal Service	102,600.00			102,600.00
Contractual Services	9,600.00			9,600.00
Supply & Materials	850.00			850.00
Total Planning Commission	113,050.00	-		113,050.00
BOARD OF ZONING				
Personal Service	8,450.00			8,450.00
Contractual Services	3,500.00			3,500.00
Supply & Materials	950.00			950.00
Total Board of Zoning	12,900.00	-		12,900.00
BUILDING DEPARTMENT				
Personal Service	755,450.00			755,450.00
Contractual Services	127,000.00			127,000.00
Supply & Materials	23,800.00			23,800.00
Capital Outlay	46,200.00			46,200.00
Total Building Department	952,450.00	-		952,450.00
COMMUNITY DEVELOPMENT				
Personal Service	179,850.00			179,850.00
Contractual Services	105,800.00			105,800.00
Supply & Materials	3,750.00			3,750.00
Capital Outlay	-			-
Total Community Development	289,400.00	-		289,400.00
RUBBISH COLLECTION				
Contractual Services	1,700,000.00			1,700,000.00
Total Rubbish Collection	1,700,000.00	-		1,700,000.00
SERVICE BUILDING AND GROUNDS				
Contractual Services	82,500.00			82,500.00
Supply & Materials	32,000.00			32,000.00
Total Service Bldg. & Grounds	114,500.00	-		114,500.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Amendments February 1, 2022 Meeting	Total 2022 Appropriations
MAYOR'S OFFICE			
Personal Service	271,200.00		271,200.00
Contractual Services	32,200.00		32,200.00
Supply & Materials	3,100.00		3,100.00
Capital Outlay	800.00		800.00
Total Mayor's Office	307,300.00	-	307,300.00
FINANCE DEPARTMENT			
Personal Service	340,700.00		340,700.00
Contractual Services	140,250.00	1,000.00 F	141,250.00
Supply & Materials	2,500.00		2,500.00
Capital Outlay	2,500.00		2,500.00
Total Finance Department	485,950.00	1,000.00	486,950.00
LEGAL ADMINISTRATION			
Personal Service	376,200.00		376,200.00
Contractual Services	137,300.00		137,300.00
Supply & Materials	10,000.00		10,000.00
Capital Outlay	-		-
Total Legal Administration	523,500.00	-	523,500.00
ENGINEERING DEPARTMENT			
Personal Service	103,050.00		103,050.00
Contractual Services	234,250.00		234,250.00
Supply & Materials	500.00		500.00
Capital Outlay	3,500.00		3,500.00
Total Engineering	341,300.00	-	341,300.00
LEGISLATIVE			
Personal Service	343,500.00		343,500.00
Contractual Services	81,600.00		81,600.00
Supply & Materials	13,500.00		13,500.00
Capital Outlay	6,000.00		6,000.00
Total Legislative Activity	444,600.00	-	444,600.00
MAYOR'S COURT			
Personal Service	215,250.00		215,250.00
Contractual Services	44,200.00		44,200.00
Supply & Materials	1,100.00		1,100.00
Total Mayor's Court	260,550.00	-	260,550.00
CIVIL SERVICE			
Personal Service	5,050.00		5,050.00
Contractual Services	22,400.00		22,400.00
Supply & Materials	200.00		200.00
Total Civil Service	27,650.00	-	27,650.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Amendments February 1, 2022 Meeting		Total 2022 Appropriations
CITY HALL BUILDING				
Personal Service	245,650.00			245,650.00
Contractual Services	231,550.00			231,550.00
Supply & Materials	16,000.00			16,000.00
Capital Outlay	15,000.00	40,000.00	G	55,000.00
Total City Hall Building	508,200.00	40,000.00		548,200.00
OTHER GENERAL GOVERNMENT				
Personal Services	7,500.00			7,500.00
Supply & Materials	265,000.00	75,000.00	H	340,000.00
Transfers-Out	4,717,200.00	1,036,500.00	I,J	5,753,700.00
Advances-Out	-			-
Total - Other General Government	4,989,700.00	1,111,500.00		6,101,200.00
TOTAL - GENERAL FUND	19,274,006.00	1,395,578.00		20,669,584.00
ENFORCEMENT AND EDUCATIONAL FUND #205				
Personal Service	15,000.00			15,000.00
Supply & Materials	6,000.00			6,000.00
Total Enforcement & Education Fund	21,000.00	-		21,000.00
DRUG LAW ENFORCEMENT FUND #206				
Supply & Materials	200.00			200.00
Total Drug Law Enforcement Fund	200.00	-		200.00
POLICE FACILITY OPERATING FUND #207				
Personal Service	985,000.00			985,000.00
Contractual Services	13,450.00	9,225.00	A	22,675.00
Supply & Materials	59,435.00	4,000.00	A	63,435.00
Capital Outlay	1,500.00			1,500.00
Total Police Facility Operating Fund	1,059,385.00	13,225.00		1,072,610.00
LAW ENFORCEMENT TRUST FUND #208				
Contractual Service	1,500.00			1,500.00
Supply & Materials	5,500.00			5,500.00
Capital Outlay	37,500.00			37,500.00
Total Law Enforcement Trust Fund	44,500.00	-		44,500.00
EMERGENCY MEDICAL SERVICE LEVY FUND #209				
Personal Service	3,404,000.00			3,404,000.00
Contractual Services	77,000.00			77,000.00
Supply & Materials	41,800.00			41,800.00
Total EMS Levy Fund	3,522,800.00	-		3,522,800.00
MOTOR VEHICLE LICENSE FUND #210				
Street Repair	225,000.00			225,000.00
Total Motor Vehicle License Fund	225,000.00	-		225,000.00
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211				
Signals & Signs				
Contractual Services	65,000.00			65,000.00
Supply & Materials	25,000.00			25,000.00
	90,000.00	-		90,000.00
Street Reconstruction				
Contractual Service	200,000.00			200,000.00
Capital Outlay	1,775,000.00	(475,000.00)	K	1,300,000.00
	1,975,000.00	(475,000.00)		1,500,000.00
Street Construction, Maintenance & Repair				
Personal Service	1,955,800.00			1,955,800.00
Contractual Services	126,350.00			126,350.00
Supply & Materials	521,800.00			521,800.00
Capital Outlay	432,400.00	475,000.00	K	907,400.00
	3,036,350.00	475,000.00		3,511,350.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Amendments February 1, 2022 Meeting	Total 2022 Appropriations
Snow Removal			
Personal Service	45,550.00		45,550.00
Contractual Services	20,000.00		20,000.00
Supply & Materials	454,000.00		454,000.00
Capital Outlay	-		-
	519,550.00	-	519,550.00
Total SCMR Fund	5,620,900.00	-	5,620,900.00
STATE HIGHWAY FUND #212			
Traffic Signals & Marking			
Contractual Services	25,000.00	-	25,000.00
Street Maintenance & Repair			
Operating Supplies	30,000.00	-	30,000.00
Snow & Ice Removal			
Supply & Materials	70,000.00	-	70,000.00
Total State Highway Fund	125,000.00	-	125,000.00
CITY INCOME TAX FUND #213			
Contractual Services	500,000.00		500,000.00
Total City Income Tax Fund	500,000.00	-	500,000.00
POLICE LEVY FUND #215			
Personal Services	1,130,000.00		1,130,000.00
Contractual Services	2,000.00		2,000.00
Capital Outlay	264,500.00		264,500.00
Total Police Levy Fund	1,396,500.00	-	1,396,500.00
FIRE LEVY FUND #216			
Personal Service	980,000.00		980,000.00
Total Fire Levy Fund	980,000.00	-	980,000.00
RECYCLING GRANT FUND #217			
Contractual Services	6,000.00		6,000.00
Total Recycling Grant Fund	6,000.00	-	6,000.00
OFFICE ON AGING FUND #219			
Personal Services	148,750.00		148,750.00
Contractual Services	48,250.00	7,500.00	55,750.00
Supply & Materials	11,550.00		11,550.00
Capital Outlay	800.00		800.00
Total Office on Aging Fund	209,350.00	7,500.00	216,850.00
NOPEC GRANT FUND #221			
Contractual Services	-		-
Capital Outlay	140,000.00	(50,000.00)	90,000.00
Total NOPEC Grant Fund	140,000.00	(50,000.00)	90,000.00
COURT COMPUTER FUND #236			
Contractual Services	5,000.00		5,000.00
Operating Supplies	5,000.00		5,000.00
Capital Outlay	-		-
Total Court Computer Fund	10,000.00	-	10,000.00
COMMUNITY DIVERSION PROGRAM FUND #237			
Personal Services	3,500.00		3,500.00
Contractual Services	2,000.00		2,000.00
Operating Supplies	450.00		450.00
Total Community Diversion Program Fund	5,950.00	-	5,950.00
ENTERPTISE ZONE FUND #239			
Contractual Services	38,800.00		38,800.00
Total Enterprise Zone Fund	38,800.00	-	38,800.00
YMCA SPECIAL REVENUE FUND #249			
Transfers-Out	428,000.00		428,000.00
Total YMCA Special Revenue Fund	428,000.00	-	428,000.00
LOCAL CORONAVIRUS RELIEF FUND #252			
Personal Service	-	1,667.05	1,667.05
Operating Supplies	-	-	-
Total Local Coronavirus Relief Fund	-	1,667.05	1,667.05
ARPA FEDERAL FUND #254			
Personal Service	1,574,827.00		1,574,827.00
Capital Outlay	-	-	-
Total Local Coronavirus Relief Fund	1,574,827.00	-	1,574,827.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Amendments February 1, 2022 Meeting		Total 2022 Appropriations
ACCRUED BALANCES FUND #260				
Personal Service	150,000.00			150,000.00
Total Accrued Balances Fund	150,000.00	-		150,000.00
POLICE PENSION FUND #261				
Personal Service	670,670.00			670,670.00
Total Police Pension Fund	670,670.00	-		670,670.00
FIRE PENSION FUND #262				
Personal Service	782,277.00			782,277.00
Total Fire Pension Fund	782,277.00	-		782,277.00
GENERAL BOND RETIREMENT FUND #321				
Contractual Services	15,000.00	(15,000.00)	O	-
Operating Supplies	-	15,000.00	O	15,000.00
Debt Service - Interest	580,000.00			580,000.00
Debt Service - Principal	1,405,000.00			1,405,000.00
Total General Bond Retirement Fund	2,000,000.00	-		2,000,000.00
SPECIAL ASSESSMENT FUND #341				
Contractual Service	2,000.00	(2,000.00)	P	-
Operating Supplies	-	2,000.00	P	2,000.00
Debt Service	125,000.00			125,000.00
Total Special Assessment Fund	127,000.00	-		127,000.00
SERVICE CAPITAL FUND #430				
Capital Outlay	75,000.00	91,715.00	Q	166,715.00
Debt Service	-			-
Total Service Capital Fund	75,000.00	91,715.00		166,715.00
RECREATION CAPITAL IMPROVEMENT FUND #431				
Contractual Services	6,000.00	50,500.00	J	56,500.00
Capital Outlay	-	911,000.00	J	911,000.00
Total Rec Capital Improvement Fund	6,000.00	961,500.00		967,500.00
FUTURE CAPITAL IMPROVEMENT FUND #432				
Professional Services	-			-
Capital Outlay	-			-
Transfers-Out	209,837.00			209,837.00
Total Future Capital Improvement Fund	209,837.00	-		209,837.00
STORM AND SEWER DRAINAGE FUND #433				
Contractual Services	62,000.00			62,000.00
Total Storm & Sewer Drainage Fund	62,000.00	-		62,000.00
FIRE CAPITAL IMPROVEMENT FUND #434				
Contractual Service	37,000.00			37,000.00
Operating Supplies	1,000.00			1,000.00
Capital Outlay	131,000.00			131,000.00
Debt Service	107,813.00			107,813.00
Transfer Out	235,838.00			235,838.00
Advance Out	-			-
Total Fire Capital Improvement Fund	512,651.00	-		512,651.00
YMCA CAPITAL RESERVE FUND #437				
Contractual Services	30,000.00			30,000.00
Capital Outlay	-			-
Total YMCA Capital Imp Fund	30,000.00	-		30,000.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Amendments February 1, 2022 Meeting	Total 2022 Appropriations
EXCESSIVE LOAD FUND #444			
Contractual Services	-		-
Capital Outlay	-		-
Total Wallings Road Fund	-	-	-
WATER MAIN FUND #445			
Contractual Services	15,000.00		15,000.00
Operating Supplies	-		-
Capital Outlay	-		-
Total Water Main Fund	15,000.00	-	15,000.00
YMCA CAPITAL IMPROVEMENT FUND #449			
Contractual Services	-		-
Total YMCA Capital Imp Fund	-	-	-
ISSUE 1 - SPRAGUE ROAD FUND #451			
Transfer Out	17,887.00		17,887.00
Total Issue 1 - Sprague Rd. Fund	17,887.00	-	17,887.00
ENERGY CONSERVATION PROJECT CAPITAL FUND #463			
Capital Outlay	-		-
Total Energy Conservation Project Capital Fund	-	-	-
TRADITIONS AT ROYALTON PLACE TIF #465			
Capital Outlay	250,000.00		250,000.00
Total Traditions at Royalton Place TIF#465	250,000.00	-	250,000.00
WASTEWATER TREATMENT FUND #551			
Sanitary Sewer Treatment			
Personal Services	1,332,500.00		1,332,500.00
Contractual Services	2,706,700.00	3,500.00	2,710,200.00
Supply & Materials	475,300.00		475,300.00
Capital Outlay	450,000.00		450,000.00
Advance Out	-		-
Total Wastewater Treatment Fund	4,964,500.00	3,500.00	4,968,000.00
WASTEWATER MAINTENANCE FUND #552			
Storm Sewer & Drainage Maintenance			
Personal Service	710,500.00		710,500.00
Contractual Services	444,600.00		444,600.00
Supply & Materials	189,500.00		189,500.00
Capital Outlay	640,000.00		640,000.00
Total Stormwater & Drainage	1,984,600.00	-	1,984,600.00
Wastewater Maintenance			
Personal Service	972,600.00		972,600.00
Contractual Services	377,200.00		377,200.00
Supply & Materials	327,200.00		327,200.00
Capital Outlay	203,000.00		203,000.00
Total Wastewater Maintenance	1,880,000.00	-	1,880,000.00
Total WW Maintenance Fund	3,864,600.00	-	3,864,600.00
WASTEWATER DEBT SERVICE FUND #553			
Debt Service	1,165,800.00		1,165,800.00
Total WW Debt Service Fund	1,165,800.00	-	1,165,800.00
WASTEWATER REPAIR AND REPLACEMENT FUND #555			
Transfers-Out	-	-	-
Total WW Repair & Replacem't	-	-	-
OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710			
Personal Services	-		-
Contractual Service	-		-
Other Operating	-		-
Transfer-Out	-		-
Total OGBC Fund	-	-	-
IMPROVEMENT HOLDING FUND #763			
Refunds	10,000.00		10,000.00
Total Improvement Holding Fund	10,000.00	-	10,000.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Amendments February 1, 2022 Meeting	Total 2022 Appropriations
OHIO BOARD OF BUILDING STANDARDS FUND #764			
Other	3,000.00		3,000.00
Total OBBS Fund	<u>3,000.00</u>	<u>-</u>	<u>3,000.00</u>
BUILDING CONSTRUCTION BOND FUND #766			
Other	70,000.00		70,000.00
Total Bldg. Construction Bond Fund	<u>70,000.00</u>	<u>-</u>	<u>70,000.00</u>
OFFICE ON AGING DEPOSITS FUND #768			
Other	500.00		500.00
Total Office on Aging Deposits Fund	<u>500.00</u>	<u>-</u>	<u>500.00</u>
UNCLAIMED FUNDS #769			
Other	500.00		500.00
Total Unclaimed Funds	<u>500.00</u>	<u>-</u>	<u>500.00</u>
FUND TOTALS	<u>50,169,440.00</u>	<u>2,424,685.05</u>	<u>52,594,125.05</u>

ORDINANCE NO. 22-22

ORDINANCE NO. 22-22

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE
OF FOUR (4) 2022 FORD INTERCEPTORS FOR THE NORTH ROYALTON POLICE DEPARTMENT
THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO
COOPERATIVE PURCHASING PROGRAM, VENDOR MONTROSE FORD, FOR AN AMOUNT
NOT TO EXCEED \$132,221.64, AND DECLARING AN EMERGENCY

WHEREAS: Council has authorized the purchase of four (4) motor vehicles for the North Royalton Police Department; and

WHEREAS: The city is purchasing these vehicles through the Ohio Cooperative Purchasing Program of the Department of Administrative Services; and

WHEREAS: It is necessary to provide for the funding of said purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON,
COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$132,221.64 (cost of vehicle, options, delivery, and warranty) for the purchase of four (4) 2022 Ford Interceptors for the North Royalton Police Department pursuant to Contract No. RS1006716, through the Ohio Cooperative Purchasing Program of the Department of Administrative Services, Vendor: Montrose Ford, 960 Medina Road, Akron, Ohio 44333, Vendor #GDC050 and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Chief of Police is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Department of Administrative Services, Ohio Cooperative Purchasing Program.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the purchase of these vehicles for the North Royalton Police Department for the proper and immediate performance of departmental duties.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

STATE CONTRACT RS1006716 (SOLICITATION ID # SRC0000001531) GDC050

STATE CONTRACT CTR006716

2022 POLICE EXPLORER

NORTH ROYALTON PD

FIN# QC759

Order No:

CURRENT STATE CONTRACT UNIT IS FOR A 2022 BLACK PIU HYBRID WITH KEYLESS ENTRY (FOBS) AND DS SPOT ONLY*****PLEASE NOTE: COLOR, MOTOR AND OPTIONS CAN ALL BE CHANGED TO SUIT YOUR NEEDS*****

K8A 4DR AWD POLICE

.119" WHEELBASE

UM AGATE BLACK

9 CLTH BKTS/VNL R

6 EBONY

500A EQUIP GRP

.AM/FM STEREO

-99W -3.3L HYBRID

CHANGED

-44B .10 SP MOD HYBRD

CHANGED

425 50 STATE EMISS

51R DRV LED SPT LMP

55F KEYLESS - 4 FOB

DEST AND DELIV

STATE CONTRACT CTR006716 BID. THIS AMOUNT IS FOR THE ABOVE LISTED UNIT ONLY. ANY CHANGES (ADDING OR REMOVING OPTIONS) MADE BELOW WILL INCREASE OR DECREASE THE AMOUNT OF THE UNIT.

\$ 35,849.00

FORD FACTORY VSO (Vehicle Special Order) LIGHTING Add-On by customer request

ADDED BY CUST.		ADDITIONAL BID ITEM QUOTED TO STATE (WILL + OR - TO ABOVE AMOUNT)			
18D	\$ -	DELIVERY CHARGE	DLR	\$ 50.00	\$ 50.00
59B	\$ 48.41	WHEEL COVER	65L	\$ 53.00	
		3.3L V6 FFV	99B/44U	\$ (3,079.00)	\$ (3,079.00)
		3.0L V6 ECOBOOST	99C/44U	\$ 728.00	
		INSIDE REAR LOCKS/HANDLES INOP	68G	\$ 67.00	\$ 67.00
		INSIDE WINDOWS REAR PWR DELETE	52P	\$ 143.00	
		HTD SIDE VIEW MIRRORS	549	\$ 53.00	\$ 53.00
		CARPET	16C	\$ 112.00	
		RED/WHIT DOME IN CARGO	17T	\$ 45.00	\$ 45.00
		PER. ANTI-THEFT (req. 55F)	593	\$ 107.00	
		RMT KEYLESS ENTRY DELETE	55F	\$	
		REAR CONSOLE PLATE	85R	\$ 40.00	
		GRILLE LED LIGHTS/SIREN/SPKR WIRE	60A	\$ 45.00	
		DRV LED SPT LMP DELETE	51R	\$ (352.00)	
		SYNC (INC CRPT/CLTH REAR/CONSOLE)	65U	\$ 348.00	
		REAR LIGHT BLUE/BLUE FOR CARGO	66C	\$ 406.00	
		DARK CAR FEATURE	43D	\$ 22.00	\$ 22.00

STATE CONTRACT CTR006716

Attn: CHIEF TARASE

Derek Powers

Fleet/Gvmt. Sales Mgr.

Montrose Ford

QUOTED 1/3/2022

ORDERED

TOTAL OF STATE CONTRACT UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE

\$ 33,007.00

TOTAL FOR UPFIT PROVIDED VIA MONTROSE FORD

\$ -

TOTAL FOR CUSTOMER ADDED OPTIONS - NOT QUOTED TO THE STATE

\$ 48.41

TOTAL FOR CUSTOMER ADDED FORD FACTORY VSO LIGHTING OPTIONS

\$ 0.00

TOTAL FOR SINGLE UNIT QUOTED / ORDERED

\$ 33,055.41

4 unit/s requested

\$ 132,221.64

Cust. Signature:

Date:

CODE	DESCRIPTION
18D	Global Lock / Unlock feature
59B	Keyed Alike – 1284x

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: NEW, MODEL YEAR 2022 OR MANUFACTURER'S CURRENT PRODUCTION MODEL, LAW ENFORCEMENT VEHICLES

CONTRACT No.: RSI006716

CONTRACT ID: 6716

EFFECTIVE DATES: 12/23/2021 to 10/31/2022

SUPPLIER: MONTROSE FORD INC.

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. SRC0000001531 that opened on 11/24/21. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the item(s) listed. The respective bid response, including the Instructions to Bidders and Standard Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 10/31/24 unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

This Requirements Contract and any Amendments thereto are available from the Ohio|Buys public portal at the following address:

<https://supplier-emarketplace.ohio.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Signed: _____
Kathleen C. Madden, Director Date

1 - SPECIFICATIONS AND REQUIREMENTS**1.1 - SCOPE**

These specifications define the State's requirements for new, Model Year 2022 or manufacturer's current production model, law enforcement vehicles to be utilized by State Agencies in the operation of State government, primarily for law enforcement work. This includes political subdivisions that are members of the Department of Administrative Services, Office of Procurement Services Cooperative Purchasing program.

Vehicle shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed below, must not be removed from the vehicle. Manufacturer's disclaimers indicate changes in product specifications may occur during the model year and they reserve the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished, including seat belts and shoulder harness.

1.2 - CLASSIFICATION

The information listed below is based upon vehicle purchases the Office of State Procurement had received from usage reports. Due to the life cycle of vehicles, usage data will change from year to year. The State makes no representation or guarantee as to the actual number of vehicles that will be purchased by participating agencies.

Item Number	Estimated Usage	Classification
2	1 Unit	Ford Interceptor: Sport Utility Vehicle-4 Door-V6- All Wheel Drive

1.3 - APPLICABLE DOCUMENTS

The following documents are applicable to this Contract:

- A. Ohio Revised Code Section 125
- B. Ohio Revised Code Chapters 4501, 4503, 4513, and 4517
- C. Ohio Administrative Code Sections 4501:1-3-05
- D. Federal Motor Vehicle Safety Standards (FMVSS)
- E. Society of Automotive Engineers (SAE) Automotive Technical Standards
- F. Occupational Safety & Health Administration (OSHA) Regulations
- G. U.S. Environmental Protection Agency (EPA) Laws & Regulations
- H. Model Year 2022 or Manufacturer's most current Model EPA Fuel Economy Guide
- I. State of Michigan, Department of State Police, National Law Enforcement & Corrections Technology Center and Department of Technology Management and Budget, Model Year 2021 or Manufacturer's most current Model Police Evaluation Program.

1.4 - REQUIREMENTS

In addition to the Model Year 2022 or Manufacturer's most current Model Year State of Ohio Law Enforcement Vehicles minimum specification sheets, the following items of factory-installed equipment shall be required as Standard Equipment on each vehicle listed in this bid, unless otherwise noted. Optional Equipment required to be furnished on the unit is noted on the State's Specifications. Options listed herein, are to be factory installed except for items(s) not available from the factory.

1.4.1 - REQUIRED STANDARD EQUIPMENT

The following is required standard equipment:

- A. 12V power point
- B. Rust Proofing: Each vehicle listed in this bid shall have the Manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty is to be included with this bid certifying compliance of this requirement. NOTE: Failure to provide this warranty may result in disqualification of this bid.
- C. Spare wheel and tire or tire mending kit is to be manufacturer's standard for the model bid.
- D. All vehicles to be delivered with fuel tank at least one-half (1/2) full.
- E. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system.

Radio Suppression shall be equipped with noise suppression equipment for two-way radio operation, which shall suppress vehicle electrical and electronic generated radio frequency interference problems. Broad band vehicular generated noises shall not exceed ½ microvolt, as measured by the 12 DB SINAD method, at the two-way radio receiver antenna. Further, the vehicle shall not produce any on-frequency interference problems encountered with any of the on-board systems of the supplied vehicles. It is the responsibility of the contractor to ensure that operation of properly installed two-way mobile low band radio transmitters will not adversely affect the operation of the vehicle in any manner.

- F. Tires: Shall be as recommended by the manufacturer for the vehicle specified, and shall be premium quality of recognized manufacturer, all season, steel belted radials, black walled, and meet the minimum speed rating specified (unless otherwise specified).
- G. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and manufacturing standard and will be specified on the order. Certain items may require specific paint as noted. Bidder to note which colors are standard at no extra cost on each item bid. If no chart is submitted or no notations are made it will be assumed all colors are standard and no additional compensation will be made for any factory color ordered.
- H. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refers to air bag system.
- I. Additional Option Package: This has been included on the pricing pages for the bidder to include several of their more popular options. In the event of an order for one (1) or more of these options, it is the responsibility of the contractor to assure that the entire content(s) of the Option Package is made available to the ordering entity and is what the ordering entity is requesting to be included with their purchase.

1.4.2 - OPTIONAL EQUIPMENT, TRUNK LID WARNING FLASHING LIGHTS

Inside Trunk Lid Warning Flashing Lights are to be installed as high as possible to provide maximum visibility from the rear of the vehicle.

1.5 - DELIVERY**1.5.1 - ORDER CONFIRMATION**

Upon receipt of an order from an ordering agency, contractors are expected to enter orders with the factory within two (2) days after of receipt of purchase order. The contractor will confirm receipt of the agency's order and projected shipping date to the ordering agency within two (2) working days, by either fax or electronic means. The confirmation document shall confirm the contractor's order number, specific item(s), order quantities, unit price, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the agency's order with the contractor's order number entered thereon. Delivery to the ordering agency is to be accomplished within seven (7) days after the contractor receives and services ordered items (for Delayed Delivery refer to section 1.5.3).

1.5.2 - ORDERING ENTITY CONTACT

Any State of Ohio ordering entity and/or political subdivision ordering from this contract needs to be sure that they have included a contact, phone/fax numbers on the purchase order to the dealership. State's Cooperative Purchasing members need to be sure to include their current membership certificate number and / or a copy of their current membership certificate when placing an order to the dealership.

1.5.3 - DELAYED DELIVERY

- A. Certain agencies may require delayed delivery on various items within this Contract. For any vehicle order that requests delayed delivery, the storage charges per day shall commence seven (7) calendar days after agency contact person notification that vehicle(s) so ordered are serviced and ready for delivery. The rate of such charges be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.
- B. If ordering entities elect to take delivery at the Contractor's place of business, pickup must be within seven (7) calendar days after notification that the vehicle is serviced and ready for pickup. If the vehicle is not picked up within the seven (7) calendar days after notification, the ordering entity is subject to a storage charge. The rate of such charges shall be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.

1.5.4 - DELIVERY INSTRUCTIONS

The transporting and delivery of automobiles shall be accomplished by surface transport, or by being driven individually. Tow bar delivery is not acceptable. All deliveries shall be effected per bid commitment. Failure to meet delivery requirements may be cause for cancellation, only with the approval of the Office of Procurement Services.

1.5.5 - MANUFACTURERS PRODUCTION TERMINATION NOTICE (BUILD-OUT)

- A. The contractor is required to notify the Office of Procurement Services when build out dates are released by the manufacturer. A Build Out Schedule is listed in the Contract to assist entities in planning vehicle purchases. If an order is accepted by the contractor after the build out date and price protection for the new model year has not been established, the normal delivery timeline for delivery is required.
- B. Orders prior to manufacturer production termination notice (build-out date): All orders placed against any contract resulting from this bid, shall be provided to the contractor no later than the manufacturer's build-out date, which in the past is usually around March, but may be much earlier. Agencies will be notified of these dates but are urged to submit their orders as quickly as possible after receipt of the contract.
- C. All orders received and accepted by the contractor on, or prior to, the build-out date shall guarantee delivery of the vehicle as described on the purchase order at the Contract price.

- D. Any order received by the contractor after the build-out date will be subject to availability. The contractor reserves the right to accept or reject these orders. The contractor will be required to notify the ordering agency, within five (5) working days, after the purchase order has been received by the contractor, whether the purchase order will be accepted or rejected. If the purchase order cannot be accepted it shall be returned to the ordering agency by the contractor. Once accepted, the contractor shall be required to fulfill the order. Failure to do so may result in the ordering agency purchasing a comparable vehicle from another source. The contractor will be held liable for any difference in price

1.6 - NOTES

1.6.1 - WARRANTY

Unless ordered with extended warranty, manufacturer's standard warranty shall apply, copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.

1.6.2 - SPECIFICATION CONFORMATION & EXTRA ACCESSORIES

Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with State of Ohio requirements. Any extra accessories delivered on vehicles cannot and will not be paid for.

1.6.3 - ORDERING REQUIREMENTS/LIMITATIONS

Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Be sure such requirements are noted. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.

1.6.4 - ADDITIONAL OPTIONS

Bidders may elect to quote some of their more popular options for the item being bid. The options(s) being offered must be available for the item being bid. The additional options being offered must not change the item model being bid.

If offering additional options, include the information in the Additional Option Package on the Item Grid.

1.6.5 - DIFFERENTIAL TYPE/RATIO

For the purposes of this bid the terms limited slip, anti-spin, automatic locking, rear locking, TRAC-LOC, etc. are to have the same meaning. The bidder is to state the standard rear axle ratio being provided (include information on the Specification Identification & Unspecified Option Price form and attach form via Questionnaire) and is to quote any additional ratio that may be available when preparing their bid.

Standard Rear Axle Ratio, Ford Interceptor SUV

- Hybrid 3.3L V-6 and 3.3L V6 Direct-Injection (FFV): 3.73
- 3.0L V6 Ecoboost: 3.31

1.6.6 - MILES PER GALLON REQUIREMENT (2019 DATA) EPA ESTIMATED MILEAGE

Vehicles bid shall be equipped with an engine that meets at least the minimum requirements for the EPA Estimated Mileage as stated in the State of Ohio specification sheet. In the instance where an EPA Estimated Mileage is not available, the bidder is to supply the manufacturer's estimated mileage for the engine quoted.

1.7 - SPECIFICATION SHEETS

Shown below are the specifications requirements for equipment that the State desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Department of Administrative Services. List all deviations providing equivalent performance in the Questionnaire. Failure to comply may deem the bid not responsive.

ITEM 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD

Line No.	Standard Specification Items	Minimum Requirements
1	Manufacturer Make	Ford (No Equivalent Offer)
2	Manufacturer Model	Interceptor SUV (No Equivalent Offer)
3	Engine Type (Liter/Cylinder)	Hybrid Engine 3.3L V-6
4	Horsepower (Net HP)	285
5	Transmission	Automatic, 10 Speed
6	Drive Type	All Wheel Drive
7	Alternator (amps)	220
8	Flexible Fuel Vehicle (FFV)	Available with the 3.3L V6 Direct-Injection engine (99B)
9	Battery (CCA)	800 (cold cranking amps)
10	Cooling System	Heaviest Duty Available
11	EPA Estimated Mileage (City/Highway MPG)	16/21
12	Pursuit Rated	Required
13	Steering	Electric Power-Assist
14	Power Antilock Brakes (ABS) Front & Rear	Required
15	Number of Doors	4
16	Wheelbase (in.)	119
17	Body Side Molding (Installed)	Not Required

ITEM 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD (continued)

Item No.	Subject	Minimum Requirements
18	Exterior Mirrors – Right & Left Mounted	Power Remote
19	Paint	BU- Medium Brown Metallic, ES - Arizona Beige, E4 – Vermillion Red, FT – Blue Metallic, HG – Smokestone Metallic J1 – Kodiak Brown Metallic, JL - Darke Treador Red Metallic, JS - Iconic Silver Metallic, LK – Dark Blue , LM – Royal Blue LN – Light Blue Metallic, M7 – Carbonized Grey, TN – Silver Grey Metallic, UJ – Sterling Grey Metallic, UM – Agate Black, YG – Medium Titanium Metallic, YZ – Oxford White
20	Left-Handed Spotlight, Pillar Mounted	Required
21	Tires – Pursuit/Speed Rated per Manufacturer Recommendations	All Season, Steel Belted, Black Wall
22	Spare Tire/Wheel/Mending Kit	Full Size Spare
23	Air Bag Restraint System (Driver & Passenger)	Required
24	Supplement Restraint System (Driver & Passenger)	Required
25	Seating Capacity	5
26	Seat Covering	Cloth FR, Vinyl RR
27	Floor Covering	Heavy Duty Rubber
28	Front Seat Type	Bucket Adjustable – No Center Console
29	Rear Seat Type	Split 60/40 Bench

ITEM 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD (continued)

Line No.	Standard Specification Items	Minimum Requirements
30	Arm Rest on Front Doors	Required
31	Foam Front Seat Cushion	Required
32	Trunk Light	Automatic
33	Interior Lighting	Overhead Dome & Map or Dome Driver Light
34	Interior Rear View Mirror	Day/Night
INTERIOR SPACE		
35	Fuel Capacity (Gal.)	19.0
36	Base Curb Weight (lbs.)	4,639
37	Headroom (Front/Rear) (in.)	40/40
38	Leg Room (Front/Rear) (in.)	40/40
39	Hip Room (Front/Rear) (in.)	59/59
40	Shoulder Room (Front/Rear) (in.)	61/61
41	Interior Cargo Area/ Cargo Area Seats Folded Down (cu. ft.)	48/85
EXTERIOR		
42	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
43	Glass	High Strength, Factory Tint
44	Rear Window Defroster	Wired in Glass
45	Fresh Air Temperature Controlled Heater	With Windshield Defrosters
46	Intermittent Windshield Wipers	With Dual Speed
47	Air Conditioning	Required

ITEM 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD (continued)

Item No.	Standard Specification/Items	Minimum Requirements
Accessories (continued)		
48	Radio – Factory Installed	AM/FM
49	12 Volt Power Outlet, in Front Compartment	Required
50	Speedometer/Standard Gauge Package	Required
51	Hood Latch Release	Inside Passenger Compartment only, by Driver Side
52	Dual Horns, Factory Installed	Required
53	Electronic Door Locks/Electronic Windows	Driver Control Lock Out (Required)
54	Rear Window Wiper/Washer	If applicable
55	Remote Control Rear Gate Release by Driver	Required, if available
56	Rear Door	Lift Gate
57	Electronic Door Locks/ Electronic Windows	Required
58	Tilt Wheel & Cruise Control	Required
Warranty		
59	Rust Proofing	Min. Factory Warranty
60	Manufacturer Standard	Min. 3 yr./36,000 Mile
61	Powertrain	Min. 5 yr./100,000 Mile

ITEM 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD (continued)

OPTIONAL EQUIPMENT ITEMS	
62	45-Day Tags
63	Additional Set of Keys with FOB Enabling Electronic Keyless Entry
64	Wheel Cover
65	Engine: 3.3L V6 Direct-Injection (FFV)
66	Engine: 3.0L V6 Ecoboost
67	Inside Rear-Door Locks Inoperable
68	Inside Rear-Door Handles Inoperable
69	Inside Windows-Rear-Power Delete
70	Heated Side View Mirrors
71	Carpet
72	Red/White Dome Light in Cargo Area
73	Perimeter Anti-Theft Alarm
74	Remote Keyless Entry Key FOB w/o Key Pad - Deduct
75	Rear Console Plate
76	Grille LED Lights, Siren & Speaker Pre-Wiring
77	Hitch
78	SYNC
79	Rear Light Solution – Blue/Blue for Cargo Area
80	Backup Camera
81	Additional Option Package: Dark Car Feature

Unspecified Option Price: 3.00 % above manufacturer invoice.

Delivery, Days After Receipt of Order: 154 to 210 Days

2 - STANDARD TERMS AND CONDITIONS

State of Ohio Standard Terms and Conditions (revised 9/8/21) will apply to this Contract.

3 - SPECIAL CONTRACT TERMS AND CONDITIONS**3.1 - AMENDMENT TO CONTRACT TERMS AND CONDITIONS**

The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

3.2 - FIRM FIXED-PRICE CONTRACT

The Contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

3.3 - OPTIONS PRICING NOTE

Options prices bid are to be less than the manufacturer's suggested retail price(s) (MSRP). Bidder signifies by the completion of "Bid Certification" in their response that the option prices bid are less than MSRP. Bidders found to be over charging for options during bid evaluation may have those options deleted from any award. Bidders found to be over charging for options at the time of invoicing will be required to submit corrected invoices reflecting proper pricing.

Bidders must indicate whether an option item is included with the base unit, no additional charge, not available, or a price for the option. On the Item Grid, the following must be used to indicate one of those choices:

- Included with base unit or available at no additional charge: On the Item Grid, enter \$0.00
- Not available: On the Item Grid, mark 'Yes' in the Decline column
- Price: On the Item Grid, enter the dollar value

3.3.1 - REQUIRED OPTIONS

Line items with a value greater than 0 in the "Units to Evaluate" are Required Options. Failure to offer a Required Option may deem your bid response not responsive and ineligible for award. Bidders must either, indicate the Required Option is included with the base unit or available at no additional charge by entering \$0.00, or providing a price. Bidders that decline a Required Option or respond with no cost but cannot provide this item may be deemed not responsive and ineligible for award.

If an option is not available as original factory equipment and is supplied as an aftermarket item, the Dealer Part Number field is to include an "AM" designation.

3.3.2 - ADDITIONAL OPTION PACKAGES

Bidders may elect to supply pricing for popular or common option packages not included as a required options on the Item Grid. Additional option packages quoted will be made available to the ordering entities at the discretion of DAS, as part of the Contract.

3.3.3 - UNSPECIFIED OPTION PRICE

Unspecified option price is the percentage above the manufacturer's invoice cost that is used to calculate unit cost for non-specified optional equipment required by an ordering entity.

Any option not specified on the Item Grid will be made available to the ordering entities, following Contract award and DAS approval, at the Unspecified Option Price. Bidder is to specify the percentage on the Specification Identification & Unspecified Option Price form and attach form via Questionnaire. If no Unspecified Option Price is provided by the Bidder, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price specified by the Bidder will not be used in the vehicle evaluation.

3.4 - TRANSPORTATION CHARGES

Any item(s) ordered from this Contract shall be delivered F.O.B. destination to any state agency or any political subdivision located within the State of Ohio as stated on the purchase order, at the rate per mile, per vehicle delivery charge as listed on the item page. When generating orders, contact the contractor and establish the total round trip miles for one (1) vehicle from dealers location, using the State of Ohio Official Highway Map, unless some other mutually agreed upon method is acceptable.

3.5 - MINIMUM DELIVERY CHARGE

This charge is to be used when the rate per mile per vehicle, as listed on the catalog, times the number of round-trip miles is less than the minimum delivery charge. The contractor may not bill for both the rate per mile, per vehicle and the minimum delivery charge.

3.6 - PLACEMENT OF ORDERS

Ordering entities are strongly encouraged to place orders as early as possible in the model year. Purchase orders for any item(s) listed in a contract, awarded pursuant to this bid, will be placed directly with the contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

3.7 - PURCHASE ORDERS

The Purchase Orders for item(s) listed in this Contract will be placed directly with the contractor by the ordering agency. All purchases, made by state agencies only, will be placed using either the official State of Ohio Purchase Order or, by a purchase order issued by the State's third-party financing administrator. The State will not be obligated to pay for purchases of any supplies or services, made by any other method. No order shall specify delivery to exceed thirty (30) days beyond the expiration, termination, or cancellation date of the Contract. A Purchase Order will authorize the contractor to provide the required supplies or services and, upon delivery, acceptance and submission of a proper invoice, will obligate the ordering agency to pay for the supplies or services furnished by the contractor.

When applicable, purchase orders may be placed for delivery to the agency on a quarterly basis. Any orders issued prior to the expiration, termination, or cancellation date of the Contract, which require delivery up to ninety (90) days beyond the approved expiration, termination, or cancellation date are to be fulfilled by the contractor.

ALL purchase orders placed against this Contract are to contain verbiage exactly as to how the title, delivery instructions, etc. are to read, i.e.:

TITLE TO:

SHIP TO:

BILL TO:

AGENCY TAX NO. _____
 AGENCY _____
 ADDRESS _____
 CITY/STATE _____
 COUNTY _____

CONTACT

TELEPHONE

3.8 - SUBMISSION OF INVOICES

Refer to the Standard Contract Terms and Conditions; IV, Order and Payment Provisions. Invoices will not be issued prior to receipt of a purchase order.

3.9 - PAYMENT

During the term of this Contract, a third-party financing option will be made available to State agencies only; not to political subdivisions. The contractors (dealers) will be notified by the State to review the order to pay process utilized by the third-party administrator. Contractors will continue to receive payment in full; either from the State or the third-party administrator. If payment is received from the third-party administrator, the title to the vehicle is to (may) be forwarded to the third-party administrator. If a third-party administrator is used for payment, there could be a delay in receipt of payment.

It is unknown which agencies may purchase through a third-party administrator or quantity of vehicles being purchased. This payment method may increase the number of vehicles purchased. Electronic Funds Transfer (EFT) may be used as payment method with mutual agreement between the third-party financing administrator and the dealer.

Payment will be issued once full order is completed and vehicles are delivered to ordering agency.

3.10 - CANCELLATION AFTER ORDER CONFIRMATION

If an ordering agency needs to cancel any units due to agency error (wrong vehicle, over purchase, discontinued use, inventory reduction, etc.) after receiving the confirmation from the factory as described in Section 1.5, Delivery, the contractor may accept or reject the cancellation. If the contractor accepts the cancellation, they may charge a fee of up to \$1,000.00 per vehicle cancelled to recover costs for reselling the vehicle.

3.11 - SERVICE

The vehicle will be completely dealer serviced and conditioned as per the manufacturer's pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the vehicle for immediate and continuous operation upon delivery. This requires that all fluids are filled to their maximum levels unless otherwise defined. Unit shall conform to all current Federal Safety Regulations including OSHA.

3.12 - SERVICE POLICY

The successful bidder shall furnish with each vehicle delivered, or within three (3) days after delivery of the vehicle, the Manufacturer's Owner Service Policy. In addition, the Owner's Service Policy shall be recognized and accepted by all authorized dealers within the boundaries of the state of Ohio regardless of the location of the District or Regional Headquarters under which the vehicle operates.

3.13 - CERTIFICATE OF TITLE

The contractor must submit application for certificate of title within one (1) business day after delivery of vehicle(s) has been made to the ordering agency. The title shall be delivered within fifteen (15) days after delivery of vehicle(s) to the ordering agency.

3.14 - AGENCY REGISTRATION

The contractor shall furnish the Title Documents for each new vehicle and deliver same to the department ordering the vehicle, unless otherwise specified on purchase order. The contractor shall deliver with the necessary papers a \$15.00 per vehicle filing fee at time of vehicle(s) delivery to any agency authorized to complete their own title registration.

3.15 - ADVERTISEMENT

Dealer name-signs shall not be affixed to any part of the delivered vehicle.

3.16 - DEALER LICENSE

Contractor must be licensed to sell motor vehicles in the State of Ohio pursuant to ORC 4517.12. DAS may ask for proof of a dealers license/permit.

The Bidder should submit their dealer license/permit issued by the State of Ohio with their bid response. If not provided as part of the bid response, the Bidder must provide said dealer license within five (5) business days after request/notification by the Office of Procurement Services. Failure to submit the dealer license within the stated time period may result in the bid response being deemed as not responsive.

3.17 - AUTHORIZED DEALER STATEMENT

Bidders responding to this Invitation to Bid must be an authorized dealer or manufacturer of the products they are bidding. Bidders should submit a letter with their bid response certifying that they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be on the manufacturer's letterhead and must be signed by a duly authorized manufacturer's representative. If not provided as part of the bid response, the Bidder must provide said statement within five (5) business days after request/notification by the Office of Procurement Services. Failure to submit the certification letter within the stated time period may result in the bid response being deemed as not responsive.

3.18 - SALES LICENSE

Contractor must be licensed to sell new motor vehicles pursuant to ORC 4517.01 and 4517.02.

DAS may ask for proof of a salesperson's license after bid opening if not provided at bid opening. If requested, the Bidder will have five (5) business days to respond.

If the owner/partner who is listed on the dealer's license is selling to the State, rather than a salesperson, an affirmation letter stating this must be provided in lieu of a salesperson license.

3.19 - USAGE REPORTS

Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Contract Analyst (GDC050).

Contractor is to submit two (2) separate reports, one (1) for state agencies purchases and the other report for political subdivision purchases.

INDEX NUMBER	CONTRACT NUMBER	CUSTOMER	ITEM NUMBER	# UNITS SOLD	\$ VALUE
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3.20 - ENERGY POLICY ACT

The Energy Policy Act was signed into law in 1992. Under the act, state and federal government fleets must begin phasing in alternative fuel vehicles as replacements for petroleum fuel vehicles. The act recognizes methanol, ethanol and other alcohol-gasoline blends, natural gas, liquefied petroleum gas and other fuels as sources of replacement ("reformulated gasoline" and 10% ethanol are excluded from the definition of alternate fuels).

4 - INVITATION TO BID INSTRUCTIONS

Instructions, Terms and Conditions for Bidding that apply to the solicitation.

5 - SPECIAL INSTRUCTIONS TO BIDDERS**5.1 - DELIVERY**

Supplies will be delivered to the participating agency within the timeframe noted on the contract for the item after receipt of order. The delivery location will be noted on the purchase order issued by the participating agency.

5.2 - CONTRACT AWARD

The contract will be awarded to the lowest responsive and responsible bidder by specified manufacturer brand pursuant to Ohio Administrative Code 123:5-1-10(K). No other brands of products will be acceptable.

5.3 - EVALUATION

Bids will be evaluated in accordance with Article I-15 of the "Instructions to Bidders". In addition, the State will evaluate the bid based on the total item cost, which equals the estimated number of units multiplied by the unit bid price plus the appropriate delivery charge. If estimated usages are unknown a quantity of one (1) will be used for the evaluation. If there is no "delivery charge per mile round trip map mileage rate" supplied or, the calculated value of the delivery charge is less than the minimum delivery charge, the minimum delivery charge will be used for evaluation purposes. The State reserves the right to reject the "per mile" delivery charge or the "minimum" delivery charge if it is determined to be excessive.

Example Calculation:

Total Item Cost = [(vehicle unit price) x (estimated number of units)] + [(delivery charge per mile round trip x 300) x estimated number of vehicles]

5.4 - DESCRIPTIVE LITERATURE

The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

5.5 - COOPERATIVE PURCHASING CONTRACT

This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

If a purchase is made from this Contract by an entity that is not properly registered with the State's Cooperative Purchasing Program, it may be a violation of law, may be contrary to the entity's competitive bidding requirements, and will be a breach of this Contract by the Contractor. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to Cooperative Purchasing Member's orders and Cooperative Purchasing Member's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a Cooperative Purchasing Member.

5.6 - CONTRACTOR QUARTERLY SALES REPORT

The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

To submit this quarterly sales report, the Contractor is responsible for obtaining access to OhioBuys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using OhioBuys at the following web address supplier-emarketplace.ohio.gov. If no sales occur, the Contractor must report zero. The report must be submitted no later than thirty (30) days following the completion of the reporting period. The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

5.7 - CONTRACTOR REVENUE SHARE

The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this Contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. The revenue share is included in the contracted price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and Cooperative Purchasing Members using this Contract.

The Contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor may pay the revenue share amount due by check or, online with a credit card by visiting: epay.das.ohio.gov/Payment.

For payments made by credit card, the Contractor must provide the Quarterly Sales Report and Revenue Share Remittance forms to csc@ohio.gov.

For payments made by check, the Contractor must make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Quarterly Sales Report and Revenue Share Remittance form.

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate this Contract.

ORDINANCE NO. 22-23

INTRODUCED BY: Krejci, Barath, Marnecheck
Co-Sponsor: Carbone-McDonald

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) CATERPILLAR MODEL 299D3 COMPACT TRACK LOADER FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH SOURCEWELL, FORMERLY NJPA, COOPERATIVE PURCHASING PROGRAM, VENDOR OHIO CAT, FOR AN AMOUNT NOT TO EXCEED \$86,982.88, AND DECLARING AN EMERGENCY

WHEREAS: Council has determined the need to purchase one (1) Caterpillar Model 299D3 compact track loader for the North Royalton Service Department; and

WHEREAS: The city is purchasing this equipment through Sourcewell, formerly NJPA, Cooperative Purchasing Program; and

WHEREAS: It is necessary to provide for the funding of said purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON,
COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$86,982.88 for the purchase of one (1) Caterpillar Model 299D3 compact track loader for the North Royalton Service Department pursuant to Contract No. 032119-CAT through Sourcewell, formerly NJPA, Cooperative Purchasing Program, Vendor: Ohio CAT, 3993 E. Royalton Road, Broadview Heights, Ohio 44147, Vendor #213816 and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Sourcewell, formerly NJPA, Cooperative Purchasing Program.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the purchase of this equipment for the North Royalton Service Department for the proper and immediate performance of departmental duties.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Larry Antoskiewicz

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee – Joanne Krejci, Chair
Linda Barath, Vice Chair
Paul Marnecheck

FROM: Nick Cinquepalmi, Service Director

DATE: January 25, 2022

RE: Compact Track Loader and Mini Excavator Purchase

I am requesting approval for the purchase of the following equipment through Sourcewell, formerly NJPA, Cooperative Purchasing Program.

- **One (1) Caterpillar Model: 299D3 Compact Track Loader @ \$86,982.88**
- **One (1) Caterpillar Model: 306 Mini Hydraulic Excavator @ \$79,727.90**
Ohio CAT
3993 E. Royalton Road
Broadview Heights, Ohio 44147
Phone: 440-526-6200
Sourcewell Contract Number: 032119-CAT
Vendor Number: 213816

If there are any questions, please call. Thanks.

/aca

c: Mayor Larry Antoskiewicz
Jenny Esarey, Finance Director
File



Quote 225121-01

January 10, 2022

CITY OF NORTH ROYALTON
14600 STATE ROAD
NORTH ROYALTON, Ohio 44133-4853



Ed,

Thank you for your interest in Ohio CAT and Caterpillar products for your business needs.

SOURCEWELL, formerly NJPA, establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law (M.S. 471.345 Subd. 15). The Joint Exercise of Powers Law (M.S. 471.59) allows our members to legally purchase through our contracts without duplicating their own competitive solicitation process and requirements. The result of this cooperative effort is a high quality selection of nationally leveraged, competitively solicited contract solutions to help meet the ever challenging needs of our current and future member agencies.

CONTRACT NUMBER 032119-CAT

<https://www.sourcewell-mn.gov/> Sign up is no charge to be a member for discount pricing.

One (1) New Caterpillar Model: 299D3 Compact Track Loaders with all standard equipment in addition to the additional specifications listed below:

This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Bob Shimko
Governmental Sales Representative
Ohio CAT
rshimko@ohiocat.com
440-241-7645

STANDARD EQUIPMENT

POWERTRAIN -Cat C3.8 turbo aftercooled diesel engine --Gross horsepower per SAE J1349 -98 hp (73 kW) @ 2400 RPM --Electric fuel priming pump --Air inlet heater starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Filter, cartridge type, hydraulic -Filters, canister type, fuel -and water separator -Radiator/hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -wet multi disc parking brakes -Hydrostatic transmission

UNDERCARRIAGE -Dual flange front idler -Single flange rear idler -Suspension - independent torsion axle(4) -Two speed motor

HYDRAULICS -ISO or H pattern controls: -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -transmission control -Speed sensor guarding -

ELECTRICAL -12 volt electrical system -100 ampere alternator -Ignition key start / stop / aux switch -Lights: --Gauge backlighting --Two rear tail lights --Dome light -Backup alarm -Electrical outlet, beacon -

OPERATOR ENVIRONMENT -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised / operator out of seat --Engine coolant temperature --Engine oil pressure --Air inlet heater activation --Hydraulic filter restriction --Hydraulic oil temperature --Park brake engages --Engine emission system -Gauges: DEF level, fuel level, -hour meter and tachometer -Storage compartment with netting -Ergonomic contoured armrest -Control interlock system, when operator -leaves seat or armrest raised : --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS Cab, open, tilt up -FOPS, Level I -Top and rear windows -Floormat -Interior rear view mirror -12V electric socket -Horn -Hand (dial) & throttle electronic

FRAMES -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (6) -Belly pan cleanout -Support, lift arm -Cast rear bumper -Ventilated rear door with integrated -sealing

OTHER STANDARD EQUIPMENT -Engine enclosure - lockable -Extended life antifreeze (-37C, -34F) -Work tool coupler -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Heavy duty flat faced quick disconnects -with integrated pressure release -Split d-ring to route work tool hoses -along side of left lift arm -Variable speed hydraulic cooling fan -Per SAE J818-2007 and EN 474-3:2006 and -ISO 14397-1:2007

MACHINE SPECIFICATIONS

299D3 COMPACT TRACK LOADER	512-4299	\$101,871.00
CAB PACKAGE, ULTRA		
INCLUDES:		
512-4414 HYDRAULICS, PERFORMANCE, (H3)		
512-4115 CONTROL, ISO, PROP, WT		
495-1671 LIGHTS, LED		
357-0240 RUBBER BELT, 2 SPD, TF IDLERS		
512-3368 ROPS, ENCLOSED WITH A/C (C3)	588-9140	\$17,262.00
465-3705 DISPLAY, ADVANCED, LCD, CAMERA		
579-8782 FAN, COOLING, DEMAND, REVERSING		
536-9738 SEAT,AIR SUSPENSION,CLOTH,HEAT		
568-4704 FILM,TWO SPEED,W/HIGH FLOW XPS		
345-6180 STANDARD RADIO(12V),BLUETOOTH		
DEBRIS MGMT PKG, NONE (DM0)	512-4089	\$0.00
TRACK,RUBBER,450MM(17.7 IN)BAR		
Steel embed rubber track with BAR tread provides lower ground disturbance and increased traction in snow.		
Provides 1,981mm (78 inch) machine width	454-6079	\$830.00
RIDE CONTROL	512-3491	\$1,208.00
BATTERY,EXTRA HD,DISC,1000 CCA		
1000 CCA with Battery Disconnect Switch	568-5612	\$237.00
Recommended for cold weather starting.		
LIGHTS, LED		
Two (2) forward facing adjustable LED work lights (cab mounted) and two (2) rear facing LED work lights (frame mounted).		
LED lighting advantages vs halogens: brighter work site illumination, cooler, more resistant to vibration and longer life.	495-1671	\$323.00
REAR LIGHTS	356-6082	\$0.00
DOOR, CAB, POLYCARBONATE	586-1308	\$247.00
SEAT BELT, 2"	542-6994	\$0.00
PRODUCT LINK, CELLULAR PL243	566-7115	\$0.00
QUICK COUPLER, HYDRAULIC	512-3401	\$1,150.00
HEATER, ENGINE COOLANT, 120V	345-3556	\$226.00
ROTATING BEACON	309-1325	\$249.00
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148	\$1,192.00
BUCKET-GP, 80", w/Bolt on cutting edge	279-5377	\$2,013.00
CARRIAGE, PAL C2, 46", SSL	351-9371	\$642.00
FORKS, PAL C2, 48" X 4" X 1.5"	195-8545	<u>\$466.00</u>
 TOTAL LIST PRICE		 \$127,916.00
LESS SOURCEWELL DISCOUNT 21%		(\$26,862.36)
LESS OHIO CAT DISCOUNT 11%		<u>(\$14,070.76)</u>
TOTAL PURCHASE PRICE		\$86,982.88

WARRANTY

Standard Warranty: 24 months/2000 Hour Premier Warranty.

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

COEP2A139D0648P
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

7E42B8F817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name

Caterpillar Inc.

Authorized Signatory's Title

North America Industry Manager

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

ORDINANCE NO. 22-24

INTRODUCED BY: Krejci, Barath, Marnecheck
Co-Sponsor: Carbone-McDonald

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) CATERPILLAR MODEL 306 MINI HYDRAULIC EXCAVATOR FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH SOURCEWELL, FORMERLY NJPA, COOPERATIVE PURCHASING PROGRAM, VENDOR OHIO CAT, FOR AN AMOUNT NOT TO EXCEED \$79,727.90, AND DECLARING AN EMERGENCY

WHEREAS: Council has determined the need to purchase one (1) Caterpillar Model 306 mini hydraulic excavator for the North Royalton Service Department; and

WHEREAS: The city is purchasing this equipment through Sourcewell, formerly NJPA, Cooperative Purchasing Program; and

WHEREAS: It is necessary to provide for the funding of said purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON,
COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$79,727.90 for the purchase of one (1) Caterpillar Model 306 mini hydraulic excavator for the North Royalton Service Department pursuant to Contract No. 032119-CAT through Sourcewell, formerly NJPA, Cooperative Purchasing Program, Vendor: Ohio CAT, 3993 E. Royalton Road, Broadview Heights, Ohio 44147, Vendor #213816 and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Sourcewell, formerly NJPA, Cooperative Purchasing Program.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the purchase of this equipment for the North Royalton Service Department for the proper and immediate performance of departmental duties.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Larry Antoskiewicz

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee – Joanne Krejci, Chair
Linda Barath, Vice Chair
Paul Marnecheck

FROM: Nick Cinquepalmi, Service Director

DATE: January 25, 2022

RE: Compact Track Loader and Mini Excavator Purchase

I am requesting approval for the purchase of the following equipment through Sourcewell, formerly NJPA, Cooperative Purchasing Program.

- **One (1) Caterpillar Model: 299D3 Compact Track Loader @ \$86,982.88**
- **One (1) Caterpillar Model: 306 Mini Hydraulic Excavator @ \$79,727.90**
Ohio CAT
3993 E. Royalton Road
Broadview Heights, Ohio 44147
Phone: 440-526-6200
Sourcewell Contract Number: 032119-CAT
Vendor Number: 213816

If there are any questions, please call. Thanks.

/aca

c: Mayor Larry Antoskiewicz
Jenny Esarey, Finance Director
File



Quote 225502-01

January 20, 2022

CITY OF NORTH ROYALTON

14600 STATE ROAD
NORTH ROYALTON, Ohio 44133-4853

Ed,

Thank you for your interest in Ohio CAT and Caterpillar products for your business needs.

SOURCEWELL, formerly NJPA, establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law (M.S. 471.345 Subd. 15). The Joint Exercise of Powers Law (M.S. 471.59) allows our members to legally purchase through our contracts without duplicating their own competitive solicitation process and requirements. The result of this cooperative effort is a high quality selection of nationally leveraged, competitively solicited contract solutions to help meet the ever challenging needs of our current and future member agencies.

CONTRACT NUMBER 032119-CAT

<https://www.sourcewell-mn.gov/> Sign up is no charge to be a member for discount pricing.

One (1) New Caterpillar Model: 306 Mini Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:

This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Bob Shimko
Governmental Sales Representative
Ohio CAT
rshimko@ohiocat.com
440-241-7645

STANDARD EQUIPMENT

POWERTRAIN -CAT C2.4T diesel engine -U.S. EPA tier 4 final -EU stage V -ISO 9249/EEC 80/1270 -Rated net power 41.7 kW - 2,400 rpm - -ISO 9249/EEC 80/1269 -Electronic engine, turbo, DPF (diesel -particulate filter) -Automatic engine idle -Automatic engine shut-off -Automatic swing brake -Automatic two speed travel -Fuel and water separator with indicator -Radial seal air filter, double element -with warning indicator -

UNDERCARRIAGE -Greased and lubricated track -Hydraulic track adjusters -Tie down eyes on track frame -

HYDRAULICS -Smart tech electronic pump -Variable displacement piston pump -Load sensing/flow sharing hydraulics -Hydraulic temperature monitoring -Accumulator certified -

ELECTRICAL -60 ampere alternator -650 CCA maintenance free battery -Battery disconnect -Circuit breaker -Ignition key stop switch -Signaling/warning horn -Work lights: --Cab, boom left

OPERATOR ENVIRONMENT -Ergonomic joysticks control levers -Adjustable wrist rests -Pattern changer -Color LCD monitor: -- Fuel level, coolant temp, & warning -indicators -- Maintenance and machine monitoring -- Performance & machine adjustments -- Numeric security code -- Multiple languages -- Hour meter -- Ground level wakeup switch -- Camera ready -Cup holder -Hydraulic lockout for all controls -Literature holder -Molded footrests -Removable washable floor mat -Retractable fluorescent seat belt -Travel control pedals with hand levers -Utility space for mobile phone -Skylight -Mounting bosses for front & top guard -

FLUIDS -Extended life coolant - 37C -Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT -Caterpillar corporate "one key" system -Locks on external enclosure doors -Lockable fuel cap -Beacon socket -Ecology drain - engine -Radial seal engine air filter, double -element with restriction indicator -Side by side engine & hydraulic oil -cooler -Stick steer mode -Cruise control mode -Power on demand -Rear reflectors -Roll over protective structure (ROPS) -(ISO 12117-2) -Auxiliary hydraulic lines -- 1-way and 2-way (combined function) -- Auxiliary line quick disconnects -- Adjustable auxiliary flow -- Continuous flow -- Adjustable auxiliary relief -Thumb ready stick

MACHINE SPECIFICATIONS

306 07A CR MHE CFG14A	579-2613	\$103,415.00
LANE 3 - AVAILABLE FROM ATHENS FACTORY		
INCLUDES:		\$0.00
523-7568 306 07A CR MINI EXCAVATOR		\$0.00
523-8003 ELECTRICAL ARR, C2.4T HRC		\$0.00
523-7593 ENGINE, EPA TIER 4 FINAL		\$0.00
523-7583 BOOM, SWING		\$0.00
382-8757 DRAIN, ECOLOGY	382-8757	\$0.00
510-6085 BELT, SEAT, 3" RETRACTABLE	510-6085	\$0.00
511-6170 ALARM, TRAVEL		\$0.00
557-1709 SOFTWARE, PROPORTIONAL CONTROL		\$0.00
557-1710 SOFTWARE, STICK STEER CONTROL		\$0.00
557-1711 KIT, 2 WAY CONTROL	557-1711	\$0.00
557-1713 SOFTWARE, CODED START		\$0.00
541-4573 TRAVEL PEDALS		\$0.00
555-8731 FILM, COUPLER, ISO	555-8731	\$0.00
NOTE: 306CR "A la Carte" cab Unit		\$0.00
STICK, LONG	579-2625	\$0.00
LINES, BOOM	532-7892	\$0.00
LINES, STICK	532-7890	\$0.00
LINKAGE BUCKET	538-2696	\$0.00
TRACK, 16", RUBBER BELT	527-2800	\$0.00
LIGHTS, STANDARD	522-6498	\$0.00
SEAT, MECH SUSP, FABRIC, CAB	569-7627	\$0.00
MONITOR NEXT GEN, NO CAMERA	579-2595	\$0.00
PRODUCT LINK, CELLULAR PL243	557-5067	\$0.00
NO CAMERA	545-6721	\$0.00
NO EXTRA COUNTERWEIGHT	538-2663	\$0.00
BLADE, STD, BOCE	579-2604	\$0.00
HEATER, WATER JACKET	566-0462	\$264.00
ROTATING BEACON	610-5484	\$324.00
MIRROR, RIGHT SIDE, REAR VIEW	523-6409	\$81.00
CONTROL, QC, 3 LINE	532-8607	\$882.00
LINES, QC, LNG STK, 3 LINE	532-8634	\$866.00
THUMB, HYD + COUPLER, PG, HYD, 5T	575-0492	\$6,592.00
BUCKET-HD, 24", 4.6 FT3, 5T	464-9911	<u>\$1,473.00</u>
TOTAL LIST PRICE		\$113,897.00
LESS SOURCEWELL DISCOUNT 20%		(\$22,779.40)
LESS OHIO CAT DISCOUNT 10%		<u>(\$11,389.70)</u>

TOTAL PURCHASE PRICE**\$79,727.90****WARRANTY**

Standard Warranty: 24 months/2000 Hour Premier Warranty.

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

COEP2A139D0648P
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

7E42B8F817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name

Caterpillar Inc.

Authorized Signatory's Title

North America Industry Manager

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

ORDINANCE NO. 22-25

INTRODUCED BY: Krejci, Barath, Marnecheck
Co-Sponsor: Carbone-McDonald

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF SIX (6) FORD F250 REGULAR CAB 4X4 PICKUP TRUCKS FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION PURCHASING CONTRACT, VENDOR VALLEY FORD TRUCK FOR AN AMOUNT NOT TO EXCEED \$280,722.00 (\$46,787.00 EACH), AND DECLARING AN EMERGENCY

- WHEREAS: Council has authorized the purchase of vehicles for the North Royalton Service Department; and
- WHEREAS: Council approved Ordinance 09-28 on March 3, 2009 requesting permission to participate in the Ohio Department of Transportation Contracts for the purchase of machinery, materials, supplies and other articles; and
- WHEREAS: The city is purchasing this equipment through the Ohio Department of Transportation Purchasing Contract; and
- WHEREAS: It is necessary to provide for the funding of said purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$280,722.00 (\$46,787.00 each) for the purchase of six (6) Ford F250 regular cab 4x4 pickup trucks for the North Royalton Service Department pursuant to ODOT Contract No. RS1007536 awarded to vendor: Valley Ford Truck, 5715 Canal Road, Cleveland, Ohio 44125, Vendor #8224, and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Valley Ford Truck.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the purchase of these vehicles for the North Royalton Service Department for the proper and immediate performance of departmental duties.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Larry Antoskiewicz

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee – Joanne Krejci, Chair
Linda Barath, Vice Chair
Paul Marnecheck

FROM: Nick Cinquepalmi, Service Director

DATE: January 25, 2022

RE: Pickup Truck Purchase

I am requesting approval for the purchase of the following through ODOT's Cooperative Purchasing Program.

- **Six (6) Ford F250 Regular Cab 4x4 Pickup Truck @ \$46,787.00 each**
Valley Ford Truck
5715 Canal Road
Cleveland, Ohio 44125
Phone: 216-524-2400
ODOT Contract Number: RSI007536
Index Number: GDC093
Vendor Number: 8224
- **Six (6) Safety and Snow Plow Equipment Package @ \$10,232.59 each**
- **One (1) Liftgate @ \$3,493.59**
Concord Road Equipment Mfg., Inc.
348 Chester Street
Painesville, Ohio 44077
Phone: 440-357-5344
ODOT Contract STS Schedule Number: 800925
Index Number: STS515
Vendor Number: 58520

If there are any questions, please call. Thanks.

/aca

c: Mayor Larry Antoskiewicz
Jenny Esarey, Finance Director
File



5715 Canal Rd., Cleveland, OH 44125
Phone 800.533.2400 Fax 216.520.0486
ValleyFordTruck.com

JANUARY 10, 2022

CITY OF NORTH ROYALTON ED ROCHE (440)622-0219 mechanic@northroyalton.org

FORD MOTOR COMPANY GOVERNMENT INDEX 23-RG85436

2022 FORD F250 REGULAR CAB 4X4 PICKUP TRUCK
AS EQUIPPED:

BASE PKG: 600A
ENGINE: 6.2L V8 GAS ENGINE
TRANSMISSION: TORQSHIFT 6 SPEED AUTOMATIC
REAR AXLE: 3.73 LOCKING
GVWR: 10,000lb
TIRES: LT265/70R17E OWL AT
WHEELS: 17" ARGENT PAINTED STEEL
SEAT: VINYL 40/20/40 SPLIT BENCH SEAT
RADIO: AM FM RADIO
572: AIR CONDITIONING
472: 50 STATE EMISSION
473: PLOW PREP
66S: UPFITTER SWITCHES
18B: CAB STEPS
52B: ELECTRIC BRAKE
85S: SPRAY LINER
SAFETY: SAFETY CANOPY SYSTEMS CURTAIN, 1ST ROW
EXTERIOR COLOR: ANTIMATER BLUE
INTERIOR COLOR: MEDIUM EARTH GRAY
EQUIPMENT: NONE

COST.....\$46,787.00

Ed, EVERYTHING has been turned upside down in the last 18 months. I can order the trucks but I don't have a good idea of build timing.

I will call to follow up but call me anytime with any questions, (216)524-2400.

Jenny Loveland

Regards,
Jenny Loveland
Government Sales Manager

ORDINANCE NO. 22-26

INTRODUCED BY: Krejci, Barath, Marnecheck
Co-Sponsor: Carbone-McDonald

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF SIX (6) SAFETY AND SNOW PLOW EQUIPMENT PACKAGES FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR CONCORD ROAD EQUIPMENT MFG, INC., FOR AN AMOUNT NOT TO EXCEED \$61,395.54 (\$10,232.59 EACH), AND DECLARING AN EMERGENCY

WHEREAS: Council has authorized the purchase of six (6) safety and snow plow equipment packages for the North Royalton Service Department; and

WHEREAS: The city is purchasing this equipment through the Ohio Cooperative Purchasing Program of the Department of Administrative Services; and

WHEREAS: It is necessary to provide for the funding of said purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$61,395.54 (\$10,232.59 each) for the purchase of six (6) safety and snow plow equipment packages for the North Royalton Service Department pursuant to Contract No. 800925 through the Ohio Cooperative Purchasing Program of the Department of Administrative Services, Vendor: Concord Road Equipment Mfg., Inc, 348 Chester Street, Painesville, Ohio 44077, Vendor #58520 and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Department of Administrative Services, Ohio Cooperative Purchasing Program.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the purchase of this equipment for the North Royalton Service Department for the proper and immediate performance of departmental duties.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Larry Antoskiewicz

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee – Joanne Krejci, Chair
Linda Barath, Vice Chair
Paul Marnecheck

FROM: Nick Cinquepalmi, Service Director

DATE: January 25, 2022

RE: Pickup Truck Purchase

I am requesting approval for the purchase of the following through ODOT's Cooperative Purchasing Program.

- **Six (6) Ford F250 Regular Cab 4x4 Pickup Truck @ \$46,787.00 each**
Valley Ford Truck
5715 Canal Road
Cleveland, Ohio 44125
Phone: 216-524-2400
ODOT Contract Number: RSI007536
Index Number: GDC093
Vendor Number: 8224
- **Six (6) Safety and Snow Plow Equipment Package @ \$10,232.59 each**
- **One (1) Liftgate @ \$3,493.59**
Concord Road Equipment Mfg., Inc.
348 Chester Street
Painesville, Ohio 44077
Phone: 440-357-5344
ODOT Contract STS Schedule Number: 800925
Index Number: STS515
Vendor Number: 58520

If there are any questions, please call. Thanks.

/aca

c: Mayor Larry Antoskiewicz
Jenny Esarey, Finance Director
File



Quote 74840

348 CHESTER ST., PAINESVILLE, OH. 44077
PHONE: (440) 357-5344 FAX: (440) 357-1942
concordroadequipment.com

Quote Valid for 90 Days

Terms: NET 20

Page 1 of 1

Submitted To:
NORTH ROYALTON, CITY OF
14600 STATE RD
NORTH ROYALTON, OH 44133

Date: 1/19/2022
End User: SERVICE DEPARTMENT
Attention: ED ROCHE
Delivery:
County: CUYAHOGA
Acct Mgr: JEFFERY S. WARFIELD

Phone: (440) 237-5686 Fax: (440) 236-5024

SNOWPLOW, WARNING LIGHT BAR AND PICK UP TRUCK BED MOUNTED CAB/GARD PROTECTOR-FORD F250 PICK UP TRUCK

Installation of 8' Municipal Boss "Super Duty" power angling snow plows, including straight steel moldboard, vehicle specific mount, electric over hydraulic power unit, RUBBER SNOW DEFLECTOR and in cab controller plow controller

Installation of Whelen Responder LED amber light bar mounted on "Special" stainless steel mounting brackets, required wiring harness wired to factory up fitter chassis switches

Installation of pick truck Kab Guard with expanded metal protection screen

YOUR NET PRICE, INSTALLED \$ \$10,232.59 EACH

OPTION 1- Thieman TT-15 1,500 lb capacity liftgate with 5000 lb capacity tow bumper

YOUR NET PRICE, INSTALLED \$ \$ 3,493.59 EACH

Authorized by

JEFFERY S. WARFIELD

I /We hereby accept the above quotation including all terms and conditions, and place an order for the proposed item(s) on ____/____/____
(today's date) for a total amount of \$_____ (please include selected options, if applicable).

Accepted By

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation. A 3% surcharge will be added to above total when paying by credit card.



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800925

EFFECTIVE DATES: 08/06/2021 TO 05/31/2024

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

CONCORD ROAD EQUIPMENT MANUFACTURING LLC

STATE TERM SCHEDULE

Index No. STS515

Eff. Date 08/06/2021

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

Remit To:

OAKS Contract ID:

0000281034

800925

CONCORD ROAD EQUIPMENT MANUFACTURING
LLC

348 Chester St.

Painesville, OH 44077

Contractor Contacts:

Mr. Jeffery Warfield

Telephone: (800) 942-7623 x120

Fax: (440) 357-1942

Email: jwarfield@concordroadequipment.com

Delivery:

See Notes Section

Terms:

0.5% - 20, Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$50.00

Maximum: \$250,000.00

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); and Opportunities for Ohioans with Disabilities (OOD). State agencies must obtain a waiver from OPI, CRP, DMHAS, Pharmacy Services, and/or OOD to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR / VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

22100000 - Heavy construction machinery and equipment

Aggregate Spreaders, Truck Mounted Spreaders for Aggregate and Ice Control Materials

NOTES:

Delivery: 60 - 300 Days A.R.O./A.R.C. (After Receipt of Chassis) - F.O.B. Destination

Discount Schedule:

2 - 5 Units = Additional 3%

6+ Units = Additional 5%

ePROCUREMENT: This contract will become part of an eProcurement System which will provide electronic contract and catalog hosting and management services. Ordering Agencies will access a web-based site to place orders for the procurement of goods and services using State of Ohio contracts. The Contractor agrees to establish, maintain and support an online contract and catalog.

ORDINANCE NO. 22-27

INTRODUCED BY: Krejci, Barath, Marnecheck
Co-Sponsor: Carbone-McDonald

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) LIFTGATE FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR CONCORD ROAD EQUIPMENT MFG, INC. FOR AN AMOUNT NOT TO EXCEED \$3,493.59, AND DECLARING AN EMERGENCY

WHEREAS: Council has authorized the purchase of one (1) liftgate for the North Royalton Service Department; and

WHEREAS: The city is purchasing this equipment through the Ohio Cooperative Purchasing Program of the Department of Administrative Services; and

WHEREAS: It is necessary to provide for the funding of said purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON,
COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$3,493.59 for the purchase of one (1) liftgate for the North Royalton Service Department pursuant to ODOT Contract No. 800925 through the Ohio Cooperative Purchasing Program of the Department of Administrative Services, Vendor: Concord Road Equipment Mfg., Inc, 348 Chester Street, Painesville, Ohio 44077, Vendor #58520 and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Department of Administrative Services, Ohio Cooperative Purchasing Program.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the purchase of this equipment for the North Royalton Service Department for the proper and immediate performance of departmental duties.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Larry Antoskiewicz

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee – Joanne Krejci, Chair
Linda Barath, Vice Chair
Paul Marnecheck

FROM: Nick Cinquepalmi, Service Director

DATE: January 25, 2022

RE: Pickup Truck Purchase

I am requesting approval for the purchase of the following through ODOT's Cooperative Purchasing Program.

- **Six (6) Ford F250 Regular Cab 4x4 Pickup Truck @ \$46,787.00 each**
Valley Ford Truck
5715 Canal Road
Cleveland, Ohio 44125
Phone: 216-524-2400
ODOT Contract Number: RSI007536
Index Number: GDC093
Vendor Number: 8224
- **Six (6) Safety and Snow Plow Equipment Package @ \$10,232.59 each**
- **One (1) Liftgate @ \$3,493.59**
Concord Road Equipment Mfg., Inc.
348 Chester Street
Painesville, Ohio 44077
Phone: 440-357-5344
ODOT Contract STS Schedule Number: 800925
Index Number: STS515
Vendor Number: 58520

If there are any questions, please call. Thanks.

/aca

c: Mayor Larry Antoskiewicz
Jenny Esarey, Finance Director
File



Quote 74840

348 CHESTER ST., PAINESVILLE, OH. 44077
PHONE: (440) 357-5344 FAX: (440) 357-1942
concordroadequipment.com

Quote Valid for 90 Days

Terms: NET 20

Page 1 of 1

Submitted To:
NORTH ROYALTON, CITY OF
14600 STATE RD
NORTH ROYALTON, OH 44133

Date: 1/19/2022
End User: SERVICE DEPARTMENT
Attention: ED ROCHE
Delivery:
County: CUYAHOGA
Acct Mgr: JEFFERY S. WARFIELD

Phone: (440) 237-5686 Fax: (440) 236-5024

SNOWPLOW, WARNING LIGHT BAR AND PICK UP TRUCK BED MOUNTED CAB/GARD PROTECTOR-FORD F250 PICK UP TRUCK

Installation of 8' Municipal Boss "Super Duty" power angling snow plows, including straight steel moldboard, vehicle specific mount, electric over hydraulic power unit, RUBBER SNOW DEFLECTOR and in cab controller plow controller

Installation of Whelen Responder LED amber light bar mounted on "Special" stainless steel mounting brackets, required wiring harness wired to factory up fitter chassis switches

Installation of pick truck Kab Guard with expanded metal protection screen

YOUR NET PRICE, INSTALLED \$ \$10,232.59 EACH

OPTION 1- Thieman TT-15 1,500 lb capacity liftgate with 5000 lb capacity tow bumper

YOUR NET PRICE, INSTALLED \$ \$ 3,493.59 EACH

Authorized by

JEFFERY S. WARFIELD

I /We hereby accept the above quotation including all terms and conditions, and place an order for the proposed item(s) on ____/____/____
(today's date) for a total amount of \$_____ (please include selected options, if applicable).

Accepted By

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation. A 3% surcharge will be added to above total when paying by credit card.



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800925

EFFECTIVE DATES: 08/06/2021 TO 05/31/2024

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

CONCORD ROAD EQUIPMENT MANUFACTURING LLC

STATE TERM SCHEDULE

Index No. STS515

Eff. Date 08/06/2021

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

Remit To:

OAKS Contract ID:

0000281034

800925

CONCORD ROAD EQUIPMENT MANUFACTURING
LLC

348 Chester St.

Painesville, OH 44077

Contractor Contacts:

Mr. Jeffery Warfield

Telephone: (800) 942-7623 x120

Fax: (440) 357-1942

Email: jwarfield@concordroadequipment.com

Delivery:

See Notes Section

Terms:

0.5% - 20, Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$50.00

Maximum: \$250,000.00

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); and Opportunities for Ohioans with Disabilities (OOD). State agencies must obtain a waiver from OPI, CRP, DMHAS, Pharmacy Services, and/or OOD to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR / VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

22100000 - Heavy construction machinery and equipment

Aggregate Spreaders, Truck Mounted Spreaders for Aggregate and Ice Control Materials

NOTES:

Delivery: 60 - 300 Days A.R.O./A.R.C. (After Receipt of Chassis) - F.O.B. Destination

Discount Schedule:

2 - 5 Units = Additional 3%

6+ Units = Additional 5%

ePROCUREMENT: This contract will become part of an eProcurement System which will provide electronic contract and catalog hosting and management services. Ordering Agencies will access a web-based site to place orders for the procurement of goods and services using State of Ohio contracts. The Contractor agrees to establish, maintain and support an online contract and catalog.

ORDINANCE NO. 22-28

INTRODUCED BY: Krejci, Barath, Marnecheck
Co-Sponsor: Carbone-McDonald

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF THREE (3) WESTERN STAR 4700SB SINGLE AXLE CAB AND CHASSIS FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION PURCHASING CONTRACT FOR AN AMOUNT NOT TO EXCEED \$327,798.00 (\$109,266.00 EACH), AND DECLARING AN EMERGENCY

- WHEREAS: Council has authorized the purchase of vehicles and equipment for the North Royalton Service Department; and
- WHEREAS: Council approved Ordinance 09-28 on March 3, 2009 requesting permission to participate in the Ohio Department of Transportation Contracts for the purchase of machinery, materials, supplies and other articles; and
- WHEREAS: The city is purchasing these vehicles and equipment through the Ohio Department of Transportation Purchasing Contract; and
- WHEREAS: It is necessary to provide for the funding of said purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$327,798.00 (\$109,266.00 each for the purchase of three (3) Western Star 4700SB single axle cab and chassis for the North Royalton Service Department pursuant to ODOT Contract No. 023-22 awarded to vendor: Cleveland Freightliner, Inc., 10901 Brookpark Road, Parma, Ohio 44130, OAKS ID: 0000068191, and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Cleveland Freightliner, Inc.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the purchase of these vehicles and equipment for the North Royalton Service Department for the proper and immediate performance of departmental duties.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Larry Antoskiewicz

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee – Joanne Krejci, Chair
Linda Barath, Vice Chair
Paul Marnecheck

FROM: Nick Cinquepalmi, Service Director

DATE: January 25, 2022

RE: Single Axle Truck Purchase

I am requesting approval for the purchase of the following through ODOT's Cooperative Purchasing Program.

- **Three (3) Western Star 4700SB Single Axle Cab & Chassis @ \$109,266.00 each**
Cleveland Freightliner, Inc
10901 Brookpark Rd
Parma, Ohio 44130
Phone: 216-267-4800
ODOT Contract STS Schedule Number: 023-22
OAKS ID: 0000068191
- **Three (3) Single Axle Dump Body and Snow Plow Equipment Package @ \$76,441.31 each**
Concord Road Equipment Mfg., Inc.
348 Chester Street
Painesville, Ohio 44077
Phone: 440-357-5344
ODOT Contract STS Schedule Number: 800925
Index Number: STS515
Vendor Number: 58520

If there are any questions, please call. Thanks.

/aca

c: Mayor Larry Antoskiewicz
Jenny Esarey, Finance Director
File

Prepared for:
NORTH ROYALTON CITY OF
14600 STATE RD
NORTH ROYALTON, OH 44133
Phone: 440-336-5377

Prepared by:
Greg Simonic
CLEVELAND FREIGHTLINER, INC.
10901 Brookpark Rd
Parma, OH 44130
Phone: 216-267-4800

A proposal for
NORTH ROYALTON CITY OF

Prepared by
CLEVELAND FREIGHTLINER, INC.
Greg Simonic

Dec 22, 2021

Western Star 4700SB



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
NORTH ROYALTON CITY OF
14600 STATE RD
NORTH ROYALTON, OH 44133
Phone: 440-336-5377

Prepared by:
Greg Simonic
CLEVELAND FREIGHTLINER, INC.
10901 Brookpark Rd
Parma, OH 44130
Phone: 216-267-4800

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-26T	WESTERN STAR 4700 PRL-26T (EFF:7/26/21)		
Data Version			
DRL-028	SPECPRO21 DATA RELEASE VER 028		
Vehicle Configuration			
001-451	4700 SET-BACK FRONT AXLE CHASSIS	9,215	6,480
004-223	2023 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 39000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
Truck Service			
AA3-018	FRONT PLOW/END DUMP BODY		



Prepared for:
 NORTH ROYALTON CITY OF
 14600 STATE RD
 NORTH ROYALTON, OH 44133
 Phone: 440-336-5377

Prepared by:
 Greg Simonic
 CLEVELAND FREIGHTLINER, INC.
 10901 Brookpark Rd
 Parma, OH 44130
 Phone: 216-267-4800

Data Code	Description	Weight Front	Weight Rear
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
AF3-1W0	HENDERSON		

Engine

101-3BT	CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM	-850	-70
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Electronic Parameters

79A-073	73 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79G-106	10 MINUTE IDLE SHUTDOWN - TIMER RESET WITH CLUTCH AND SERVICE BRAKE
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY
80G-002	PTO MINIMUM RPM - 700
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH

Engine Equipment

99C-021	2010 EPA/CARB/GHG21 CONFIGURATION
99D-010	NO 2008 CARB EMISSION CERTIFICATION
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED
124-1E1	DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-216	(3) DTNA GENUINE, AGM STARTING AND CYCLING, MIN 2190CCA, 570RC, THREADED STUD BATTERIES
290-1AC	PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB
282-013	BATTERY BOX MOUNTED UNDER PASSENGER SEAT
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-006	PLASTIC BATTERY BOX COVER

Prepared for:
NORTH ROYALTON CITY OF
14600 STATE RD
NORTH ROYALTON, OH 44133
Phone: 440-336-5377

Prepared by:
Greg Simonic
CLEVELAND FREIGHTLINER, INC.
10901 Brookpark Rd
Parma, OH 44130
Phone: 216-267-4800

Data Code	Description	Weight Front	Weight Rear
293-072	POSITIVE LOAD DISCONNECT WITH DASH MOUNTED CONTROL SWITCH	10	
306-020	LOW VOLTAGE BATTERY DISCONNECT AT 12.1 VOLTS FOR ISOLATED CIRCUITS WITH LOCAL ALARM		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	35	10
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
23Z-002	NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	20	10
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20	
267-006	MOUNTING FOR FIREWALL MOUNTED SURGE TANK		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		

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Data Code	Description	Weight Front	Weight Rear
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
166-998	NO OIL PREHEATER		
140-038	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR WITH CURRENT SENSOR LIGHT		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	-35	

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-110	-35
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84G-012	2000 RPM PRIMARY MODE SHIFT SPEED
84H-012	2000 RPM SECONDARY MODE SHIFT SPEED
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED
85F-054	MAXIMUM ENGINE SPEED FOR PTO OPERATION 3000 RPM
85H-159	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 4000 RPM - ALLISON 5TH GEN TRANSMISSIONS

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Data Code	Description	Weight Front	Weight Rear
353-072	BODY LIGHTING POWER WIRED TO CUSTOMER INTERFACE CONNECTOR WITH SEPARATE & COMBO STOP/TURN		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A9	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-023	CONMET CAST IRON FRONT BRAKE DRUMS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS	
406-001	STANDARD KING PIN BUSHINGS	
536-012	TRW TAS-85 POWER STEERING	
539-003	POWER STEERING PUMP	
534-003	4 QUART POWER STEERING RESERVOIR	5
533-001	OIL/AIR POWER STEERING COOLER	5
40T-003	SYNTHETIC 40/50W FRONT AXLE LUBE	

Front Suspension

620-026	16,000# TAPERLEAF FRONT SUSPENSION	-100
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION	
410-001	FRONT SHOCK ABSORBERS	

Rear Axle and Equipment

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Data Code	Description	Weight Front	Weight Rear
420-051	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		-2,310
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-011	SPL170 XL DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES	-25	-25
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		-20
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		

Rear Suspension

622-1DF	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD	150
621-001	SPRING SUSPENSION - NO AXLE SPACERS	
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP	
623-005	FORE/AFT CONTROL RODS	

Brake System

490-100	WABCO 4S/4M ABS
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER

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Data Code	Description	Weight Front	Weight Rear
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
460-007	ALUMINUM AIR BRAKE RESERVOIRS	-10	-15
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		

Trailer Connections

914-025	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND DUST COVERS
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION
303-026	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE TEMPORARY TIED & COILED IN CHASSIS END OF FRAME WITH 2' ADDITIONAL; NO BRACKETS

Wheelbase & Frame

545-432	4325MM (170 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	80	150
547-034	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION	195	-5
548-803	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW		
552-037	1775MM (70 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	158	-20
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 106.97 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 103.97 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 309.78 in		
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 40.87 in		
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 38.08 in		
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 41.99 in		
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 39.23 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 63.24 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 132.68 in		
553-001	SQUARE END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		10

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Data Code	Description	Weight Front	Weight Rear
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-110	
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-003	EXTERIOR HARNESES WRAPPED IN ABRASION TAPE & SECONDARY COVERING		
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB		
Fuel Tanks			
204-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH		
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H7	DAVCO 245 FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	20	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-13T	MICHELIN X WORKS D 11R22.5 16 PLY RADIAL REAR TIRES		124
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC REAR WHEELS		52
496-011	FRONT WHEEL MOUNTING NUTS		

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Data Code	Description	Weight Front	Weight Rear
497-011	REAR WHEEL MOUNTING NUTS		
495-998	NO PUSHER/TAG WHEEL MOUNTING NUTS		
Cab Exterior			
829-1A8	110 INCH BBC STEEL CONVENTIONAL CAB		
82A-023	WESTERN STAR PAINTED ALUMINUM CAB SKIRT		
650-044	AIR CAB MOUNTS WITH CHECK VALVE		
705-056	STAINLESS STEEL SILL PLATES WITH RACEWAY	5	
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-001	FRONT FENDERS		
754-001	2 INCH FENDER EXTENSIONS	5	
678-061	LH AND RH EXTENDED EXTERIOR GRAB HANDLES WITH RUBBER INSERTS AND LH AND RH INTERIOR GRAB HANDLES MOUNTED TO A POST		
646-008	STATIONARY BRIGHT FINISH GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
640-008	GALVANEALD STEEL SEVERE SERVICE CAB		
644-004	FIBERGLASS HOOD		
67U-002	HOOD OPENING ASSIST		
690-007	HOOD LINER INSULATION WITH SINGLE FIREWALL INSULATION		
727-096	DUAL ROUND AIR HORNS, SINGLE BASE, MOUNTED UNDER CAB		
726-002	DUAL ELECTRIC HORNS		
657-1B5	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER D335		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-031	SINGLE RECTANGULAR H4 HALOGEN HEADLIGHTS WITH BRIGHT BEZELS		
302-022	LED MARKER LAMPS		
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
294-1AV	LED STOP/TAIL WITH SEPARATE LED BACKUP LIGHTS MOUNTED ON PAINTED STEEL PLATE END OF FRAME		5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-008	DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		

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Data Code	Description	Weight Front	Weight Rear
743-1AA	LH AND RH SUREPLUS 574 8 INCH BRIGHT FINISH HEATED CONVEX MIRRORS WITH SEPARATE ADJUSTMENT, MOUNTED BELOW MIRROR		
74A-001	RH DOWN VIEW MIRROR		
74B-1B4	RH AND LH 8 INCH HEATED STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	12	
729-001	STANDARD SIDE/REAR REFLECTORS		
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER		
768-046	17.5X35 INCH TINTED REAR WINDOW		
661-006	TINTED DOOR GLASS		
654-003	MANUAL DOOR WINDOW REGULATORS		
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
663-023	2-PIECE ROPED-IN HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		
659-026	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, MOUNTED UNDER CAB, WITH REMOTE FILL		

Cab Interior

707-1D0	GRAY VINYL BASE INTERIOR		
70K-005	BLACK HARD TRIM		
706-049	BASE LEFT HAND DOOR TRIM		
708-049	BASE RIGHT HAND DOOR TRIM		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-019	NO DASH MOUNTED ASH TRAY, POWER RECEPTACLE IN LIEU OF LIGHTER		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-025	LH AND RH DOOR MAP POCKETS		
741-015	(2) COAT HOOKS ON BACKWALL OF CAB		
742-032	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH		
680-034	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER		
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	
700-023	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER		
701-016	HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		

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Data Code	Description	Weight Front	Weight Rear
170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
702-002	BINARY CONTROL, R-134A		
739-002	ADDITIONAL CAB SIDEWALL INSULATION	60	10
285-033	AUTOMATIC SELF-RESET CIRCUIT BREAKERS/FUSES IN DASH POWER DISTRIBUTION BOXES AND FUSES IN AUXILIARY POWER DISTRIBUTION BOXES		
324-076	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT WITH LH AND RH DOOR MOUNTED COURTESY LIGHTS AND LH AND RH READING LIGHTS		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-110	(1) 12 VOLT POWER SUPPLY AND (2) USB PORTS MOUNTED IN DASH		
756-1DD	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND REAR CUSHION TILT		
760-294	BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT		
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
758-1AA	GRAY VINYL DRIVER SEAT COVER		
761-1AA	GRAY VINYL PASSENGER SEAT COVER		
763-003	3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

185-002	NON-ADJUSTABLE SUSPENDED PEDALS
106-002	ELECTRONIC ACCELERATOR CONTROL
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS
732-053	BLACK VINYL DRIVER INSTRUMENT PANEL
734-021	BLACK VINYL CENTER INSTRUMENT PANEL
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM

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Data Code	Description	Weight Front	Weight Rear
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-021	87 DB TO 112 DB SELF-ADJUSTING BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-041	ICU4ME DRIVER MESSAGE CENTER WITH GRAPHICAL DISPLAY, BLACK FACE GAUGES, DIAGNOSTICS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
44Y-002	CUSTOMER INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNTCUTS		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO		
750-004	(4) RADIO SPEAKERS IN CAB		
753-021	AM/FM ANTENNA MOUNTED ON LH FRONT A-PILLAR	2	
748-026	POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
752-998	NO CB ANTENNA, BRACKET OR LEAD		
810-042	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER		
817-008	STANDARD VEHICLE SPEED SENSOR WITH ADDITIONAL SIGNAL FOR CUSTOMER USE LOCATED BETWEEN DRIVER AND PASSENGER SEATS		

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Data Code	Description	Weight Front	Weight Rear
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-018	SIX EXTRA SWITCHES IN DASH		
4C1-002	HARDWIRE SWITCH #1,ON/OFF LATCHING, 20 AMPS IGNITION WIRED TO CUSTOMER INTERFACE CONNECTOR		
4C2-002	HARDWIRE SWITCH #2,ON/OFF LATCHING, 20 AMPS IGNITION WIRED TO CUSTOMER INTERFACECONNECTOR		
4C3-002	HARDWIRE SWITCH #3,ON/OFF LATCHING, 20 AMPS IGNITION WIRED TO CUSTOMER INTERFACECONNECTOR		
4C4-002	HARDWIRE SWITCH #4,ON/OFF LATCHING, 20 AMPS IGNITION WIRED TO CUSTOMER INTERFACECONNECTOR		
4C5-002	HARDWIRE SWITCH #5,ON/OFF LATCHING, 20 AMPS IGNITION WIRED TO CUSTOMER INTERFACECONNECTOR		
4C6-002	HARDWIRE SWITCH #6,ON/OFF LATCHING, 20 AMPS IGNITION WIRED TO CUSTOMER INTERFACECONNECTOR		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-001	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES		
304-060	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SW WITH HEADLIGHT/MRKR LT INTERRUPTER SWITCHES ON STEERING WHEEL & DASH SW FOR CUSTOMER FURNISHED SNOWPLOW LTS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-039	SELF CANCELING TURN SIGNAL SWITCH, HEADLAMP HIGH/LOW AND FLASH, WASH/WIPE/INTERMITTENT		
298-036	PACIFIC INSIGHT ELECTRONIC FLASHER		

Design

*	065-000	PAINT: ONE SOLID COLOR PAINT REVIEW REQUIRED
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Color

980-4KF	CAB COLOR A: L0060EY BLUE ELITE EY
96J-001	CAB INTERIOR PAINTED SAME AS CAB COLOR
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT



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Data Code	Description	Weight Front	Weight Rear
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		

Extended Front Axle Coverage

WA4-035 AXLE: DETROIT FRONT ONLY: HD MODERATE 5 YEARS/100,000 MILES/161,000 KM EXTENDED AXLE COVERAGE

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Secondary Factory Options

999-014 DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE

Raw Performance Data

AE8-99D CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 103.97 in

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8813 lbs	4539 lbs	13352 lbs
Total Weight ⁺	8813 lbs	4539 lbs	13352 lbs

Extended Warranty

* WAI-991 CUM 2017 L9: HD1 MD DTY 7 YEARS / 150,000 MILES / 241,500 KM EXTENDED WARRANTY. FEX APPLIES

N WAX-193 CUM 2017 L9: AT3 MD DTY 6 YEARS / 150,000 MILES / 241,500 KM AFTERTREATMENT. FEX APPLIES

WBB-472 TC4: US HD STANDARD/MODERATE VOCATIONAL 7 YEARS/100,000 MILES/161,000 KM EXTENDED TRUCK COVERAGE

WAL-338 AXLE: DETROIT TANDEM REAR ONLY: HD MODERATE 5 YEAR/100,000 MILE/161,000 KM EXTENDED COVERAGE

Prepared for:
NORTH ROYALTON CITY OF
14600 STATE RD
NORTH ROYALTON, OH 44133
Phone: 440-336-5377

Prepared by:
Greg Simonic
CLEVELAND FREIGHTLINER, INC.
10901 Brookpark Rd
Parma, OH 44130
Phone: 216-267-4800

(+) Weights shown are estimates only.

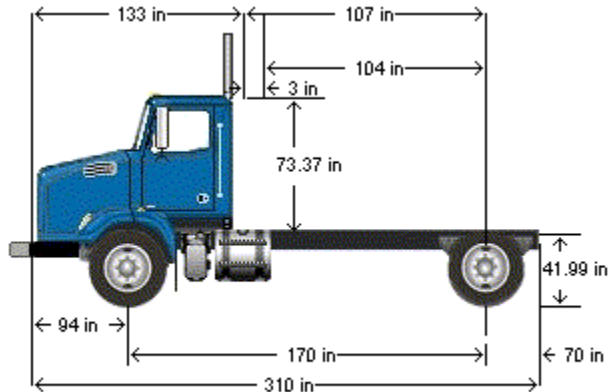
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	4700SB
Wheelbase (545)	4325MM (170 INCH) WHEELBASE
Rear Frame Overhang (552)	1775MM (70 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	110 INCH BBC STEEL CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

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Dimensions	Inches
Bumper to Back of Cab (BBC)	133.2
Bumper to Centerline of Front Axle (BA)	93.9
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	107.0
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	104.0
Back of Cab Protrusions (Exhaust/Intake) (CP)	4.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	176.9
Cab Height (CH)	73.4
Wheelbase (WB)	170.3
Frame Overhang (OH)	69.9
Overall Frame Length	309.8
Overall Length (OAL)	310.1
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model	4700SB
Cab Size (829).....	110 INCH BBC STEEL CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	16000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs)	23000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs)	39000
Expected GCW (lbs).....	80000.0
Front Axle (400).....	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)	16,000# TAPERLEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502).....	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093).....	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES
Front Brakes (402).....	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536).....	TRW TAS-85 POWER STEERING
Rear Axle (420)	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622).....	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
Rear Hubs (450)	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505).....	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
Rear Tires (094)	MICHELIN X WORKS D 11R22.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423) .	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095).....	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456).....	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

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	Front	Rear
Axle Component Weight Ratings		
Axles	16000	23000
Suspension	16000	30000
Hubs	23000	26000
Brakes	18000	23000
Wheels	20000	32000
Tires	18180	24020
Power Steering	18000	N/A
GAWR (per axle)	16000	23000
GAWR (per axle system)	16000	23000
Expected Load (per axle system)	16000	23000
GVWR due to Frame	90000	
GVWR due to Transmission	80000	
Vehicle GVWR Summary		
Calculated GVWR	39000	
Expected GVWR	39000	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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Q U O T A T I O N

4700 SET-BACK FRONT AXLE CHASSIS

SET BACK AXLE - TRUCK
CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-
FT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
30,000# FLAT LEAF SPRING REAR SUSPENSION WITH
HELPER AND RADIUS ROD
DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP
SINGLE FRONT AXLE
16,000# TAPERLEAF FRONT SUSPENSION

110 INCH BBC STEEL CONVENTIONAL CAB
4325MM (170 INCH) WHEELBASE
7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
1775MM (70 INCH) REAR FRAME OVERHANG
PARTIAL INNER FRAME REINFORCEMENT AT FRONT
SUSPENSION
BODY COMPANY INSTALLED ADDITIONAL FRONT
FRAME REINFORCEMENT FOR SNOW PLOW

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	101,596	\$	101,596
EXTENDED WARRANTY		\$	7,670	\$	7,670
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	109,266	\$	109,266
TAXES AND FEES					
TAXES AND FEES		\$	0	\$	0
OTHER CHARGES		\$	0	\$	0
TRADE-IN					
TRADE-IN ALLOWANCE		\$	(0)	\$	(0)
BALANCE DUE	(LOCAL CURRENCY)	\$	109,266	\$	109,266

Base chassis priced under Ohio Department of Transportation contract 023-22 cooperative pricing. Pricing is valid for Ohio municipal purchases and eligibility coincides with contract terms and dates. It is the responsibility of the purchasing entity to request and determine eligibility of cooperative purchases. A purchase order to this proposal thereby agrees to the pricing, specifications, and terms the cooperative contract unless other arrangements are agreed upon. If this an order, please consult with your body builder to assure all dimensions, rating, and necessary chassis components are included the specification. All specifications and pricing are subject to final engineering review, production availability and surcharges. Invoicing will occur upon delivery of bare chassis to customer, or drop ship location. Payment is due upon receipt of invoice. Titles will be transferred and delivered promptly upon receipt of payment and titling forms.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ____ / ____ / ____.

Prepared for:
NORTH ROYALTON CITY OF
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OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE - 1980 WEST BROAD STREET - COLUMBUS, OH 43223

MIKE DEWINE, GOVERNOR - JACK MARCHBANKS, PH.D., DIRECTOR

September 23, 2021

Valley Freightliner Sterling and Western Star, Inc
10901 Brook Park Rd.
Parma, OH 44130

Re: 023-22
Single & Tandem Axle Cab and Chassis

Dear Vendor:

Your bid proposal as submitted has been accepted by the Ohio Department of Transportation.

This Invitation permits multiple awarded vendors to provide Single & Tandem Axle Cab and Chassis.
The contract will be in effect from October 1, 2021 to September 30, 2022.

A purchase shall only take place upon the issuance of an official purchase order or the use of a payment card. There is no guarantee that purchase orders will be issued or that products will be ordered against issued purchase orders.

Thank you for bidding on our invitation. Todd VanKirk is available for any assistance necessary to ensure that a quality partnership exists between your company and our Department. If you have any questions, please call (614) 466-3209.

Respectfully,

A handwritten signature in black ink, appearing to read "Jack Marchbanks", is written over a light blue horizontal line.

Jack Marchbanks, Ph.D.
Director
Ohio Department of Transportation

ORDINANCE NO. 22-29

INTRODUCED BY: Krejci, Barath, Marnecheck
Co-Sponsor: Carbone-McDonald

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF THREE (3) SINGLE AXLE DUMP BODY AND SNOW PLOW EQUIPMENT PACKAGES FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR CONCORD ROAD EQUIPMENT MFG, INC. FOR AN AMOUNT NOT TO EXCEED \$229,323.93 (\$76,441.31 EACH), AND DECLARING AN EMERGENCY

WHEREAS: Council has authorized the purchase of three (3) single axle dump body and snow plow equipment packages for the North Royalton Service Department; and

WHEREAS: The city is purchasing this equipment through the Ohio Cooperative Purchasing Program of the Department of Administrative Services; and

WHEREAS: It is necessary to provide for the funding of said purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON,
COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$229,323.93 (\$76,441.31 each) for the purchase of three (3) single axle dump body and snow plow equipment packages for the North Royalton Service Department pursuant to Contract No. RS1007536 through the Ohio Cooperative Purchasing Program of the Department of Administrative Services, Vendor: Concord Road Equipment Mfg., Inc, 348 Chester Street, Painesville, Ohio 44077, Vendor #58520 and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Department of Administrative Services, Ohio Cooperative Purchasing Program.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the purchase of these vehicles and equipment for the North Royalton Service Department for the proper and immediate performance of departmental duties.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Larry Antoskiewicz

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee – Joanne Krejci, Chair
Linda Barath, Vice Chair
Paul Marnecheck

FROM: Nick Cinquepalmi, Service Director

DATE: January 25, 2022

RE: Single Axle Truck Purchase

I am requesting approval for the purchase of the following through ODOT's Cooperative Purchasing Program.

- **Three (3) Western Star 4700SB Single Axle Cab & Chassis @ \$109,266.00 each**
Cleveland Freightliner, Inc
10901 Brookpark Rd
Parma, Ohio 44130
Phone: 216-267-4800
ODOT Contract STS Schedule Number: 023-22
OAKS ID: 0000068191
- **Three (3) Single Axle Dump Body and Snow Plow Equipment Package @ \$76,441.31 each**
Concord Road Equipment Mfg., Inc.
348 Chester Street
Painesville, Ohio 44077
Phone: 440-357-5344
ODOT Contract STS Schedule Number: 800925
Index Number: STS515
Vendor Number: 58520

If there are any questions, please call. Thanks.

/aca

c: Mayor Larry Antoskiewicz
Jenny Esarey, Finance Director
File



Quote 74803

348 CHESTER ST., PAINESVILLE, OH. 44077
PHONE: (440) 357-5344 FAX: (440) 357-1942
concordroadequipment.com

Quote Valid for 150 Days

Terms: NET 20

Page 1 of 7

Submitted To: NORTH ROYALTON, CITY OF 14600 STATE RD NORTH ROYALTON, OH 44133	Date: 1/12/2022 End User: SERVICE DEPARTMENT Attention: ED ROCHE Delivery: SEE BELOW DELIVERY NOTES County: CUYAHOGA Acct Mgr: JEFFERY S. WARFIELD
Phone: (440) 237-5686	Fax: (440) 236-5024

Per State of Ohio State Department of Administrative Services Contract
Schedule Number: 800925
Index Number STS515

Concord Minuteman Snow and Ice Control Equipment Package to be Installed on Customer Supplied New SINGLE AXLE Class 8 Conventional Cab and Chassis

Concord "Patriot SD" Severe Duty Steel Dump Body

- 10-foot-long 6.48 to 7.77 cubic yard capacity
 - 84 inch inside width x 96 inch outside width x 120 inch inside length
 - 30-inch-high 3/16-inch AR400 abrasion and impact resistant 200kpsi steel body sides
 - Fully boxed dirt shedding top rails
 - Integral dirt shedding lower rub rails
 - Integral full length intermediate horizontal brace
 - Full-depth front and rear corner pillars
- Patriot SD series tailgate assembly
 - Six-panel 36-inch-tall 3/16-inch steel AR400 abrasion and impact resistant 200kpsi steel tailgate
 - Full perimeter dirt shedding box bracing
 - Two intermediate vertical box braces
 - One intermediate horizontal dirt shedding box brace
 - Heavy duty offset upper tailgate hardware
 - Manual releasing lower tailgate latching mechanism
- Patriot SD series steel front body bulkhead
 - 3/16-inch AR400 abrasion and impact resistant 200kpsi steel
 - Three (3) bend top integral horizontal reinforcement brace
 - One (1) intermediate dirt shedding horizontal brace
- Structural steel body longitudinals
 - Structural steel I-beam
- Patriot SD series 1/4-inch-thick steel plate floor
 - One (1) single un-spliced sheet 120-1/2 inches long x 96 inches wide
 - AR400 200kpsi abrasion and impact resistant
- Patriot SD series cab protector
 - Body mounted 1/2 size
 - 7-gauge A1011 65kpsi steel
 - Load bearing with recesses for front/rear-facing, as well as street and curb side facing warning lamps
- NTEA class 60 double-acting underbody hoist
 - Rated at 20.1-ton dumping capacity in this configuration
 - 50-degree dumping angle
 - Single point body prop
 - SD series heavy duty greaseable rear hinge

QUOTE CONTINUED ON NEXT PAGE



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QUOTE CONTINUED FROM PREVIOUS PAGE

- Body Prep and Painting
 - Body sandblasted to remove all mill scale
 - Primed with PPG 900 series epoxy primer
 - Painted one single stage PPG DEL Fleet blue to match chassis cab
 - Understructure and frame-mounted components primed and painted black

Body and Chassis Related Accessories

- Body mounted stainless steel three-step fold up ladder
 - Two (2) additional body side mounted steps above
 - Egress assist grab handles
- Full-length tarp tie-down rails on both sides of the body
- Rear mud flaps with stainless steel fast flap" mounting hardware
 - Poly fenders with heavy-duty offset stainless steel mounting brackets
- Rear full-width x full height pintle hook mounting plate
 - ¾ inch thick steel plate
 - Off set lashing rings
 - 45-ton capacity rigid pintle hook
 - Remount OEM rear stop-tail-turn lamps to the chassis frame
- Conspicuity reflective tape system
 - Reflective red and white alternating pattern
 - Lower rub rails on body sides
 - Perimeter tailgate bracing
- Tool/ Shovel holder
 - Spring loaded clamp style
 - Stainless steel construction
- Hardwood sideboards
 - Nominal 2-inch-thick x 6 inches tall
 - Painted black
- Automatic lubrication system
 - Groenveld Auto lube
 - All grease points- chassis and equipment
 - In-cab diagnostic panel

Hydraulic System-Load Sensing and Pressure Compensated

- Five (5) hydraulic circuit load sensing pressure compensated
 - Bosch Rexroth M4-12 sectional spool valve-remote mounted
 - Double acting dump body hoist- air operated
 - Double acting snowplow lift ram- air operated
 - Double acting snowplow power angling-air operated

QUOTE CONTINUED ON NEXT PAGE



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QUOTE CONTINUED FROM PREVIOUS PAGE

- Single-acting hopper spreader conveyor- electric proportional operated
- Single-acting hopper spreader spinner – electric proportional operated
- Bosch Rexroth front engine-driven hydraulic pump
 - Load sensing axial piston type
 - 4.33 cubic inch displacement
 - Rated flow 37.5 GPM at 2,000 rpm
 - Maximum pressure rating of 5,000 psi
 - System operating pressure of 2,000 -2,450 psi
 - Load sensing pressure 350-450 psi
 - Hydraulic pump mounted on removable plasma cut plate with multi air flow pass-through ports
- Bosch Rexroth M4-12 valve operation
 - Three (3) air-actuated sections to operate double acting dump body hoist, double-acting plow lift, and double-acting plow power angle functions
 - Two (2) electric proportional sections to operate single acting spreader conveyor and single-acting spreader spinner
 - Valve remote mounted and installed in a stainless-steel valve enclosure
 - In-cab air lever controllers for hoist and plow functions
 - In-cab electronic spreader controller for spreader conveyor spinner functions
- Hydraulic oil reservoir
 - Combination hydraulic oil reservoir/hydraulic valve enclosure
 - All stainless-steel dirt shedding cylindrical construction
 - 35-gallon capacity internally baffled
 - Hinged and removable valve enclosure cover
 - 10-inch diameter removable domed tank access cover
 - Magnetic drain plug
 - Analog sight level oil temperature gauge
 - 100-micron suction port strainer- screw-in serviceable type
 - Suction port system service on/off ball valve
 - Spin on return flow filter with condition gauge
 - Stainless steel common return line manifold assembly
 - AW32 non-foaming hydraulic oil
- Bosch Rexroth in chassis cab CS-520 electronic spreader controller
 - Two (2) function electronic, spreader conveyor and spreader spinner
 - Three (3) capable operation modes- manual, triggered start/stop, full ground speed orientation
 - Heavy detented knobs for controlling spreader conveyor and spinner speeds
 - Digital operator's information screen
 - Push type spreader pause button
 - Push type spreader blast button
 - Self-diagnostic

QUOTE CONTINUED ON NEXT PAGE



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QUOTE CONTINUED FROM PREVIOUS PAGE

- Low hydraulic oil shut down the system
 - Direct hydraulic pump mounted shutdown cartridge valve
 - In hydraulic reservoir oil level sensor
 - In-cab operators low hydraulic oil warning indicator lamp and warning buzzer
 - Momentary system override switch to allow emergency stowing of deployed equipment
- Chassis plow hitch mounted hydraulic cross-over relief valve to protect snowplow power angling cylinders
 - Fixed at 2,000 psi relief
- Intermediate chassis-mounted stainless steel hydraulic tubing with short hoses on each end for all connections to the front and rear of the chassis
- All required hydraulic hoses, fittings, stainless steel quick couplers, oil, etc., to make a fully tested and operational load sensing pressure compensated five circuits central hydraulic system

Electrical and Base Lighting System

- In-cab power distribution panel for all body related electrical circuitry
 - Heavy-duty power up solenoid
 - Circuit breaker protected
 - High amp resettable circuit breaker
 - Aluminum component mounting plate
 - Poly panel cover
 - Color coded wiring diagram affixed to panel cover for quick referencing
 - For ease of ground-level access (when applicable) entire PDP mounted outboard side of the chassis passenger seat.
- Body up indicator system
 - Sealed micro switch trigger
 - In chassis cab operator warning light
- Rear dump body corner pillar recessed lamps
 - Red stop-tail-turn, LED type
 - Clear backup, LED type
 - Seven (7) red and amber marker light clusters, LED type
- Snowplow lamps
 - Buyers heated LED
 - Integrated marker lamps
 - Integrated turn lamps
 - Lamp's chassis hood mounted on stainless steel brackets
- Rear-mounted spreader work light, HEATED LED type
- Back up alarm, 97Db
- Seven 7-way trailer plug
 - Pintle plate mounted
 - RV style flat blade type
- In-cab electric trailer brake controller

QUOTE CONTINUED ON NEXT PAGE



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QUOTE CONTINUED FROM PREVIOUS PAGE

- License plate light
 - Pintle plate mounted
- All required FMVSS108 required lighting, LED type
- All required wiring, harnesses, connectors, etc., to make a fully tested and operational base electrical and lighting system

Eight (8) Lamp Head Warning Light System

- All Class I series AMBER warning lamps, LED type
 - Rubber grommets and recessed
- Cab protector-forward facing
 - Two (2) Buyers Class I 8891700 series
 - One (1) each street and curbside corners
- Cab protector-side facing
 - Two (2) Buyers Class I 8891700 series
 - One (1) each street and curbsides
- Cab protector-Rear facing
 - Two (2) Buyers Class I 8891700 series
 - One (1) each street and curbsides
 - Mounted in stainless steel boxes
- Rear dump body corner pillars
 - Rear-facing
 - Two (2) Buyers Class I 8891700 series
 - One (1) each street and curbsides

Chassis Mounted Snowplow Hitch

- Concord manufactured Titan series TTN-4000L
 - Heavy duty low profile
 - offset lift cap for front hydraulic pump clearance
 - telescopic adjustable lift arm that folds down for storage
- 4 x 6-inch double acting lift ram
 - Nitrated cylinder rod for corrosion protection
- Chassis specific mounting hitch mounting group
 - 5/8-inch-thick steel reinforced side push plates
 - All grade 8 fasteners with "Stover" type locking nuts
- Drop pin style quick attach coupler
 - Fully welded to lower half of hitch H-frame assembly
- Heavy duty formed channel plow hitch mounted bumpers

Power Angling Snowplow

- Bonnell model 10SP42TZ11Q heavy-duty snowplow
- 10-foot-long x 42-inch-high moldboard

QUOTE CONTINUED ON NEXT PAGE



Quote 74803

348 CHESTER ST., PAINESVILLE, OH. 44077
PHONE: (440) 357-5344 FAX: (440) 357-1942
concordroadequipment.com

Quote Valid for 150 Days

Terms: NET 20

Page 6 of 7

Submitted To: NORTH ROYALTON, CITY OF 14600 STATE RD NORTH ROYALTON, OH 44133		Date: 1/12/2022
		End User: SERVICE DEPARTMENT
		Attention: ED ROCHE
		Delivery: SEE BELOW DELIVERY NOTES
		County: CUYAHOGA
Phone: (440) 237-5686	Fax: (440) 236-5024	Acct Mgr: JEFFERY S. WARFIELD

QUOTE CONTINUED FROM PREVIOUS PAGE

- "C" style moldboard configuration
- Safety orange poly
- 5/8-inch steel moldboard ribs
- Torsion spring safety trip edge mechanism
 - Zero insertion for ease of maintenance
 - ¾ inch square torsion spring
- Heavy-duty push frame
 - Optional full moldboard width tubular structural steel
- Hydraulic ram reversing frame
 - "W" style table
 - Nitrated power angling rams
 - QAC drop pin loop coupler
- Carbide inserted plow blades
 - Steel cover cutting edge over carbide
- Full-length rubber snow deflector
- 36-inch moldboard end markers
- Hydraulic hoses and stainless-steel quick couplers

Insert Granular Materials Hopper Spreader –

NO GRANULAR MATERIAL SPREADER OR GRANULAR MATERIALS SPREADER INSTALLATION INCLUDED IN THIS PROPOSAL

* See attached sales build documents for complete details of equipment, accessories, and components included in this proposal

Your Net Installed Price \$ 78,805.47 (Single Unit Purchase)

Your Net Installed Price \$ 76,441.31 (2-5 Unit Purchase)

***MINIMUM CHASSIS REQUIREMENTS**

Chassis to have a usable cab to axle dimension of approximately 84-87 inches; have a provision for front-engine PTO (FEPTO); Clear frame behind chassis cab street and curbsides, other than battery box; integral front frame extension at least 12 inches long to allow for proper plow hitch installation and in-cab body up fitter switches and ground speed pickups.

PAYMENT DISCOUNTS

Per our Ohio Department of Administrative Services Contract Schedule #800925, Index #STS515 an additional 0.5% (one-half of one percent) discount is available for payment(s) of invoice(s) within twenty (20) days of receipt. Payment discount will be noted on the invoice(s).

WARRANTY INFORMATION

Concord Road Equipment Mfg., Inc. truck equipment packages include a parts and labor warranty for a total period of FIVE (5) YEARS; first thirty-six (36) months at 100% parts and labor on all workmanship and components, second twenty-four (24) months at 50% labor only. Other suppliers/component warranties that exceed Concord's base warranty will remain

QUOTE CONTINUED ON NEXT PAGE



Quote 74803

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PHONE: (440) 357-5344 FAX: (440) 357-1942
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Page 7 of 7

Submitted To: NORTH ROYALTON, CITY OF 14600 STATE RD NORTH ROYALTON, OH 44133	Date: 1/12/2022 End User: SERVICE DEPARTMENT Attention: ED ROCHE Delivery: SEE BELOW DELIVERY NOTES County: CUYAHOGA Acct Mgr: JEFFERY S. WARFIELD
Phone: (440) 237-5686	Fax: (440) 236-5024

QUOTE CONTINUED FROM PREVIOUS PAGE


in effect. All warranty periods begin after completion/delivery of equipment, components, and accessories. When applicable, Concord "Titan" series snowplow hitches carry a full 100% parts and labor warranty for five (5) years. TBEI series dump body hoists have manufacturer warranty coverage - first 36 months at 100% parts and labor. Warranties do not include normally considered wear and maintenance items (such as plow blades, augers, conveyor chains, hydraulic couplers, filters, spinner drive hydraulic motors, spinner disks, chains, sprockets, bearings, etc.); routine adjustments and/or calibrations; abuse, neglect, misuse, and/or improper operation; lack of maintenance (including component corrosion), inspections, and/or training; and/or consequential damages as a result thereof. Under the warranty period, Concord Road Equipment Mfg., Inc reserves the right to replace, repair, rebuild, or substitute with like equipment and/or components at its sole discretion.

ESTIMATED DELIVERY PERIOD

Based on the date of this proposal, the job completion and corresponding delivery period is projected to be approximately 90-180 days after receipt of the required purchase order(s), letter(s) of intent, letter(s) to proceed, and if applicable, the arrival of your chassis(s) to Concord Road Equipment Mfg., Inc. This projected job completion and corresponding delivery period is only an estimate and may be shorter or longer in accordance with the date that your order is placed, the arrival date of required authorizations, delivery date of your chassis(s) to Concord, and lead times of Concord Road Equipment Mfg., Inc. primary suppliers at the time your order is placed. Concord Road Equipment Mfg., Inc. is not responsible for delays that are beyond its reasonable effort and capability to control including but not limited to; primary supplier delays or product shortages, delays in freight, force majeure including but not limited to 1- acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, tornados/hurricanes, or explosions; 2- war, acts of terrorism, and epidemics; 3- acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations; 4- strikes and labor disputes; 5- and certain accidents. Per Concord Road Equipment Mfg., Inc. Contract 800925 Schedule STS 515 with the Ohio Department of Administrative Services, completed deliveries can range from 60-300 days after receipt of customer order(s), and if applicable, after arrival of your chassis(s) to Concord Road Equipment Mfg., Inc.

INSURANCE

Your chassis' and/or equipment are insured while in Concord Road Equipment's possession. This includes all properties, buildings, lots, etc. A copy of our complete garage-keepers insurance policy is available upon request.

Authorized by  _____
JEFFERY S. WARFIELD

I /We hereby accept the above quotation including all terms and conditions, and place an order for the proposed item(s) on ____/____/_____
(today's date) for a total amount of \$_____ (please include selected options, if applicable).

Accepted By _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation. A 3% surcharge will be added to above total when paying by credit card.



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800925

EFFECTIVE DATES: 08/06/2021 TO 05/31/2024

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

CONCORD ROAD EQUIPMENT MANUFACTURING LLC

STATE TERM SCHEDULE

Index No. STS515

Eff. Date 08/06/2021

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

Remit To:

OAKS Contract ID:

0000281034

800925

CONCORD ROAD EQUIPMENT MANUFACTURING
LLC

348 Chester St.

Painesville, OH 44077

Contractor Contacts:

Mr. Jeffery Warfield

Telephone: (800) 942-7623 x120

Fax: (440) 357-1942

Email: jwarfield@concordroadequipment.com

Delivery:

See Notes Section

Terms:

0.5% - 20, Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$50.00

Maximum: \$250,000.00

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); and Opportunities for Ohioans with Disabilities (OOD). State agencies must obtain a waiver from OPI, CRP, DMHAS, Pharmacy Services, and/or OOD to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR / VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

22100000 - Heavy construction machinery and equipment

Aggregate Spreaders, Truck Mounted Spreaders for Aggregate and Ice Control Materials

NOTES:

Delivery: 60 - 300 Days A.R.O./A.R.C. (After Receipt of Chassis) - F.O.B. Destination

Discount Schedule:

2 - 5 Units = Additional 3%

6+ Units = Additional 5%

ePROCUREMENT: This contract will become part of an eProcurement System which will provide electronic contract and catalog hosting and management services. Ordering Agencies will access a web-based site to place orders for the procurement of goods and services using State of Ohio contracts. The Contractor agrees to establish, maintain and support an online contract and catalog.

ORDINANCE NO. 22-30

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Carbone-McDonald

AN ORDINANCE ACCEPTING THE BID OF COOK PAVING AND CONSTRUCTION CO. INC. FOR THE MEMORIAL PARK SPLASH PAD AND SHADE STRUCTURE FOR AN AMOUNT NOT TO EXCEED \$910,016.70 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for the Memorial Park Splash Pad and Shade Structure; and

WHEREAS: It has been determined that the bid of Cook Paving and Construction Co. Inc. for an amount not to exceed \$910,016.70 is the lowest and best bid; and

WHEREAS: Council desires to accept this bid.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON,
COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby accepts the bid of Cook Paving and Construction Co. Inc. for the Memorial Park Splash Pad and Shade Structure for an amount not to exceed \$910,016.70 as the lowest and best bid as outlined in Exhibit A attached hereto.

Section 2. The Mayor is hereby authorized to enter into a contract with Cook Paving and Construction Co. Inc. in a form approved by the Director of Law.

Section 3. The City Engineer is hereby authorized and directed to forward a certified copy of this Ordinance to Cook Paving and Construction Co. Inc. and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the bid of Cook Paving and Construction Co. Inc. for the Memorial Park Splash Pad and Shade Structure so that this work may commence.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

Dana –

The bid opening for the City of North Royalton “Memorial Park – Splash Pad and Shade Structure project occurred on Thursday January 27, 2002, at 12:00pm at City Hall. The following is the official results of the bids submitted:

<u>Contractor</u>	<u>BID AMOUNT</u>
1.) Cook Paving and Construction Co. Inc.	\$ 910,016.70
2.) Daniel A. Terreri & Sons, Inc.	\$ 993,277.15
3.) F. Buddie Contracting, LTD.	\$ 1,075,273.00
<i>Engineer’s Opinion of Probable Cost</i>	<i>\$ 800,000.00</i>

(Please note that all bids include a 10% contingency.)

After extensive review of the submitted bids, the Engineering Department recommends Cook Paving and Construction Co. Inc., who is qualified to perform the work, the award of the lowest and best bid of the bid amount of **\$ 910,016.70**. The Total Amount bid for each line item (as written or typed) was used to evaluate the bids to determine the “lowest bidder”. The bid was above the Engineer’s opinion of cost, however, given the bidding environment, supply chain issues and inflation, it is unlikely a rebid would result in a more favorable outcome.

We would like to get this on the next Council agenda for Council’s consideration.

Thank you,

Diane Veverka

Engineering Department Administrative Assistant
City of North Royalton
(440)582-3001
Email: dveverka@northroyalton.org

AN ORDINANCE AMENDING ORDINANCE 21-182, ESTABLISHING RATES OF
COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES
DURING CALENDAR YEARS 2022 AND 2023, AND DECLARING AN EMERGENCY

- WHEREAS: In an effort to better serve the community, the Administration has restructured various departments to ensure that they are functioning as efficiently as possible; and
- WHEREAS: It is therefore necessary to amend Ordinance 21-182 establishing the rates of compensation for the City of North Royalton non-union employees in order to provide compensation for certain positions; and
- WHEREAS: Council desires to provide for this amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

- Section 1. Ordinance 21-182 is hereby amended as provided for in Exhibit A, a copy of which is attached hereto and incorporated as if fully rewritten.
- Section 2. Ordinance 21-182 is hereby amended as provided for herein and all other provisions of Ordinance 21-182 shall remain in full force and effect.
- Section 3. This Ordinance shall be effective upon its adoption and shall supersede all previously adopted Ordinances in direct conflict herewith.
- Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.
- Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide compensation for certain positions.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

CITY OF NORTH ROYALTON
Non-Union Wage Schedule

<u>Classification (Job Title)</u>	2022			2023		
	Entry	2nd Year	3rd Year	Entry	2nd Year	3rd Year
<u>Architectural Review Board</u>						
Secretary (part-time)	\$ 18.40	\$ 19.25	\$ 20.05	\$ 18.95	\$ 19.82	\$ 20.65
<u>Board of Zoning Appeals</u>						
Secretary	\$ 18.40	\$ 19.25	\$ 20.05	\$ 18.95	\$ 19.82	\$ 20.65
<u>Building Department</u>						
Building Commissioner	\$ 44.10	not to exceed	\$ 51.45	\$ 45.42	not to exceed	\$ 52.99
Planner	\$ 31.51	not to exceed	\$ 41.51	\$ 32.46	not to exceed	\$ 42.76
Office Manager	\$ 26.31	not to exceed	\$ 29.56	\$ 27.10	not to exceed	\$ 30.45
Inspector - Part-Time	\$ 31.46			\$ 32.41		
Building Official (part-time)	\$ 49.24			\$ 50.71		
<u>City Hall</u>						
Clerical III Floater (part-time)	\$ 21.14	\$ 22.09	\$ 22.92	\$ 21.77	\$ 22.75	\$ 23.61
I.T. Systems Administrator-LAN Manager/I.T. Director	\$ 44.10	not to exceed	\$ 51.45	\$ 45.42	not to exceed	\$ 52.99
<u>Council Office</u>						
Confidential Secretary	\$ 22.21	\$ 25.19	\$ 26.31	\$ 22.88	\$ 25.95	\$ 27.10
Administrative Secretary IV	\$ 23.34	\$ 24.26	\$ 25.19	\$ 24.05	\$ 24.99	\$ 25.95
Recording Secretary (part-time)	\$ 18.40	\$ 19.25	\$ 20.05	\$ 18.95	\$ 19.82	\$ 20.65
<u>Finance Department</u>						
Accounting Administrator	\$ 24.64	\$ 25.86	\$ 28.16	\$ 25.38	\$ 26.64	\$ 29.01
Payroll and Accounting Administrator	\$ 24.32	\$ 25.55	\$ 28.16	\$ 25.05	\$ 26.32	\$ 29.01
<u>Fire Department</u>						
Fire Safety Inspector (part-time)	\$ 27.32			\$ 28.14		
Summer Help Laborer (part-time)	\$ 12.84			\$ 13.23		
<u>Law Department</u>						
Assistant Law Director	\$ 49.34	not to exceed	\$ 57.56	\$ 50.82	not to exceed	\$ 59.29
Human Resources Specialist/Civil Service (part-time)	\$ 29.09	not to exceed	\$ 32.43	\$ 29.96	not to exceed	\$ 33.40
Confidential Secretary - (part time)	\$ 22.21	\$ 25.19	\$ 26.45	\$ 22.88	\$ 25.95	\$ 27.24
Paralegal (part time)	\$ 22.21	\$ 25.18	\$ 26.97	\$ 22.88	\$ 25.94	\$ 27.78
<u>Mayor's Office</u>						
Executive Assistant/Civil Service Secretary	\$ 25.18	not to exceed	\$ 29.56	\$ 25.94	not to exceed	\$ 30.45
Deputy Clerk of Court	\$ 22.21	\$ 25.18	\$ 26.32	\$ 22.88	\$ 25.94	\$ 27.11
Confidential Secretary	\$ 22.21	\$ 25.18	\$ 26.32	\$ 22.88	\$ 25.94	\$ 27.11
Administrative Secretary IV	\$ 23.34	\$ 24.26	\$ 25.19	\$ 24.05	\$ 24.99	\$ 25.95
Clerical III	\$ 21.14	\$ 22.09	\$ 22.92	\$ 21.77	\$ 22.75	\$ 23.61
Clerical II	\$ 19.20	\$ 20.12	\$ 20.99	\$ 19.78	\$ 20.72	\$ 21.62
Clerical I	\$ 16.96	\$ 17.89	\$ 18.79	\$ 17.47	\$ 18.43	\$ 19.36
Custodial (part-time)	\$ 19.97			\$ 20.57		
Clerk of Court	\$ 26.31	\$ 27.89	\$ 29.56	\$ 27.10	\$ 28.72	\$ 30.45
<u>Office on Aging</u>						
Director (part time)	\$ 31.06	not to exceed	\$ 36.62	\$ 31.99	not to exceed	\$ 37.72
Senior Center Manager/Outreach Specialist	\$ 21.91	\$ 24.53	\$ 26.65	\$ 22.56	\$ 25.26	\$ 27.45
Bus Driver (part-time)	\$ 12.39	\$ 12.90	\$ 13.44	\$ 12.76	\$ 13.28	\$ 13.84
<u>Police/Fire Department</u>						
Office Manager/Confidential Secretary	\$ 22.21	\$ 25.19	\$ 29.56	\$ 22.88	\$ 25.95	\$ 30.45
IT Systems Administrator/LAN Manager	\$ 44.10	not to exceed	\$ 51.45	\$ 45.42	not to exceed	\$ 52.99
IT Systems Network Technician	\$ 28.01	\$ 31.09	\$ 33.09	\$ 28.85	\$ 32.02	\$ 34.08
School Resource Officer (part-time)	\$ 36.84			\$ 37.95		
<u>Recreation Department</u>						
Summer Help Laborer (part-time) - Previous	\$ 12.84			\$ 13.23		
Summer Help Laborer (part-time) - Proposed	\$ 17.00	\$ 17.50	\$ 18.00	\$ 17.51	\$ 18.03	\$ 18.54
Laborer (part-time) - Previous	\$ 15.93	\$ 16.24	\$ 16.66	\$ 16.40	\$ 16.73	\$ 17.06
Laborer (part-time) - Proposed	\$ 17.00	\$ 17.50	\$ 18.00	\$ 17.51	\$ 18.03	\$ 18.54
Tractor/Truck Operator (part-time) - Previous	\$ 16.95	\$ 17.31	\$ 17.67	\$ 17.46	\$ 17.83	\$ 18.20
Tractor/Truck Operator (part-time) - Proposed	\$ 19.50	\$ 20.00	\$ 20.50	\$ 20.09	\$ 20.60	\$ 21.12
Labor I (part-time) - Previous	\$ 20.55	\$ 20.98	\$ 21.42	\$ 21.17	\$ 21.61	\$ 22.07
Labor I (part-time) - Proposed	\$ 21.50	\$ 22.50	\$ 23.50	\$ 22.15	\$ 23.18	\$ 24.21
<u>Service Department</u>						
Service Superintendent	\$ 44.10	not to exceed	\$ 51.45	\$ 45.42	not to exceed	\$ 52.99
Summer Help Laborer (part-time) - Previous	\$ 12.84			\$ 13.23		
Summer Help Laborer (part-time) - Proposed	\$ 17.00	\$ 17.50	\$ 18.00	\$ 17.51	\$ 18.03	\$ 18.54
Laborer (part-time) - Previous	\$ 15.93	\$ 16.24	\$ 16.66	\$ 16.40	\$ 16.73	\$ 17.06
Laborer (part-time) - Proposed	\$ 17.00	\$ 17.50	\$ 18.00	\$ 17.51	\$ 18.03	\$ 18.54
Labor I (part-time) - Previous	\$ 20.55	\$ 20.98	\$ 21.42	\$ 21.17	\$ 21.61	\$ 22.07
Labor I (part-time) - Proposed	\$ 21.50	\$ 22.50	\$ 23.50	\$ 22.15	\$ 23.18	\$ 24.21
<u>Wastewater Department</u>						
Assistant Superintendent - Operations	\$ 44.10	not to exceed	\$ 51.45	\$ 45.42	not to exceed	\$ 52.99
Assistant Superintendent - Maintenance	\$ 44.10	not to exceed	\$ 51.45	\$ 45.42	not to exceed	\$ 52.99
Stormwater Supervisor	\$ 44.10	not to exceed	\$ 51.45	\$ 45.42	not to exceed	\$ 52.99
Project Manager, temporary part time	\$ 44.38	not to exceed	\$ 49.93	\$ 45.71	not to exceed	\$ 51.42
Summer Help Laborer (part-time) - Proposed	\$ 17.00	\$ 17.50	\$ 18.00	\$ 17.51	\$ 18.03	\$ 18.54
<u>Miscellaneous</u>						
Clerical I (part-time)	\$ 16.97			\$ 17.48		
Laborer (part-time/city-wide) - Previous	\$ 15.93	\$ 16.24	\$ 16.66	\$ 16.40	\$ 16.73	\$ 17.06
Laborer (part-time/city-wide) - Proposed	\$ 17.00	\$ 17.50	\$ 18.00	\$ 17.51	\$ 18.03	\$ 18.54
Summer Help Laborer (city wide) - Previous	\$ 12.84			\$ 13.23		
Summer Help Laborer (city wide) - Proposed	\$ 17.00	\$ 17.50	\$ 18.00	\$ 17.51	\$ 18.03	\$ 18.54
Casual Help	\$ 10.24			\$ 10.55		

102.75%

103.00%

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON
 PART 2 ADMINISTRATION CODE CHAPTER 232 DEPARTMENT OF FINANCE, AMENDING
 ORDINANCE 10-103 STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS
 OF THE CITY OF NORTH ROYALTON SECTION 4 FINANCE DEPARTMENT, AND AMENDING
 ORDINANCE 21-182 ESTABLISHING RATES OF COMPENSATION FOR NON UNION EMPLOYEES
 OF THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: Council and the Administration have determined that the position of Assistant Director of Finance should be created in the City of North Royalton; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part 2 Administration Code, Chapter 232 Finance Department; and

WHEREAS: It is also necessary to amend Ordinance 10-103 Staffing and Classification Plan for the City of North Royalton to provide for the staffing of this position; and

WHEREAS: It is further necessary to amend Ordinance 21-182 in order to establish the salary for the position of Assistant Director of Finance; and

WHEREAS: Council desires to provide for these amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Part 2 Administration Code, Chapter 232 Department of Finance of the Codified Ordinances of the City of North Royalton is hereby amended to hereinafter read as follows:

232.10 ASSISTANT DIRECTOR OF FINANCE

(a) Establishment. There is hereby established the position of *part time* Assistant Director of Finance. The Assistant Director of Finance shall work at the direction of, and under the supervision of, the Director of Finance. The Assistant Director of Finance shall be hired upon the recommendation of the Finance Director and approval by the Mayor.

(b) Responsibilities.

(1) *Assist and Coordinate with the Independent Public Accountants with the A* annual conversion of City's cash basis accounting records to GAAP basis records in accordance with GAGAS and Ohio Revised Code Compliance Guide requirements. ~~This includes the creation and maintenance of individual fund working trial balances.~~

(2) Preparation review of all workpapers required to perform the GAAP conversion.

(3) Supervision and review of Finance Department staff with regards to preparation of GAAP workpapers.

(4) Preparation for the City's annual audit. This includes completion of audit preparation work and coordination of annual audit process with independent audit team.

(5) Assists the Director of Finance in compilation and periodic review of the City's annual fiscal budget.

(6) Assists the Director of Finance with annual preparation, filings and appropriate revisions of County reports such as Certificate of Estimated Resources, Annual Tax Budget, Annual Tax Rate Ordinance, etc.

(7) Completion of all other schedules, reports, etc. deemed necessary by the Director of Finance.

(8) All other duties as directed by the Director of Finance *or as set forth in the City's job description.*

(c) Qualifications.

(1) Bachelors Degree in accounting or related field.

(2) Valid State of Ohio Certified Public Accountant certificate, *preferred but not required.* ~~This certificate must be kept current during employment by compliance with continuing professional education requirements.~~

(3) A minimum of 5 years previous experience in governmental/fund accounting. This includes preparation of GPFS and/or CAFR reports, and *assistance with* completion of GAAP conversions.

(4) Working knowledge of Ohio Revised Code compliance requirements, Yellow Book standards, GAAP procedures and GAGAS requirements.

(5) Proficiency with Excel/*Muni and ADP preferred* ~~Lotus computer software.~~

- (6) Ability to work effectively with Finance Department staff, Director of Finance and other City officials.
- (7) **Other requirements as set forth in the City’s job description.**

Section 2. Council hereby amends Ordinance No. 10-103, Staffing and Classification Plan, Section 4 Finance Department, which shall hereinafter read as follows:

Section 4. The **Finance Department** may employ and be staffed by employees classified in the following classifications providing that there shall be no greater number of employees employed in any one classification than specified herein.

<u>CLASSIFICATION (Job Title)</u>	<u>MAXIMUM NO. OF EMPLOYEES</u>	
1) Finance Director	One	(1)
or		
2) Interim Finance Director	One	(1)
3) Assistant Director of Finance (part time)	One	(1)
3 4) Admin. Secretary/Clerical/Bookkeeper	One	(1)
4 5) Payroll and Accounting Administrator	One	(1)
5 6) Accounting Administrator	One	(1)
6 7) Admin. Secretary/Clerical/Bookkeeper (part time)	One	(1)

Section 3. Council hereby amends Ordinance 21-182 to hereinafter read as follows:

<u>Finance Department</u> <i>Assistant Director of Finance</i>	<u>Entry</u>	<u>2nd year</u>	<u>3rd year</u>
	37.25	40.10	41.51

Section 4. Chapter 232 of the Codified Ordinances, Ordinance 10-103, and Ordinance 21-182 are hereby amended as provided for herein and all other provisions of each ordinance shall remain in full force and effect.

Section 7. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 8. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements.

Section 9. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that Council has determined that it is immediately necessary to establish the position of Assistant Director of Finance.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS: