



CITY COUNCIL MEETING

AGENDA

7:00PM

MONDAY, APRIL 17, 2023

LOCATION:
City Meeting Room
(former Wiley Middle School Media Room
next door to Board of Education)
2181 Miramar Blvd.
University Heights, Ohio

Per current CDC guidelines, the City no longer requires participants and attendees to wear masks or face coverings.

NOTE: Executive Session may follow meeting to discuss legal, personnel and real estate matters.
(Motion Required)

1. Roll Call
2. Pledge of Allegiance;
3. Reading and Disposal of the Journal;
4. Additions and Removals from the Agenda; Referrals to Committee;
5. Comments from the Audience;
6. Reports and Communications from the Mayor, and the taking of action thereon;
7. Reports and Communications from the City Council, and the taking of action thereon;
8. Reports and communications from the Directors of the Department of Finance, the Department of Law, the Department of Public Safety, the Department of Public Service, and other department heads as applicable, and the taking of action thereon;
 - a) Finance
 - b) Law
 - c) Public Safety (Police/Fire)
 - d) Service
 - e) Building
 - f) Housing and Community Development
 - g) City Engineer
 - h) Communications / Civic Engagement
 - i) Economic Development
9. Reading and Disposition of Ordinances, Resolutions, Motions, and Consideration of agenda items:
 - A. NOPEC Update from Tony Ramos, Relationship Manager regarding Electric and Gas Renewals as well as the Green Community Choice Option
 - B. Motion to Authorize Advertising and Accepting Bids for 2023 Street Improvement Program
 - C. Ordinance 2023-19 Appropriation (for street improvement program)
 - D. Motion to Accept and Approve the Bid from Extreme Land Care Landscaping LLC for the 2023 Yard Abatement Program
 - E. Motion to Approve Purchase ten (10) Fire Department Motorola Mobile Radios in an amount not to Exceed \$33,600.00

- F. Authorization to purchase 2 new police vehicles, related equipment, and install from Statewide Ford/multiple other vendors in the total amount of \$135,567.81
- G. Authorization to trade-in 7 police vehicles no longer to be in service to Statewide Ford, for a credit of \$24,200; which will offset the original expense of 135,567.81
- H. Resolution 2023-16 Authorizing participation in the ODOT Road Salt contracts Awarded in 2023
- I. Ordinance 2023-17 Authorizing the Mayor to Extend the Agreement for Recycling Processing Services between University Heights and Kimble Company and Declaring an Emergency
- J. Ordinance 2023-18 Authorizing the Mayor to Extend the Agreement for Solid Waste Disposal Services between University Heights and BFI of Ohio (Browning Ferris Industries of Ohio, Inc.) and Declaring an Emergency
- K. Motion to Approve the Amended Purchase Price of the new Kubota for Service Department use based on the Amended Increased Price of \$20,847.00
- L. Motion to Enter Executive Session for the purpose of Discussing Legal Proceedings, Personnel and Real Estate Matters

Reports of standing committees and the taking of action thereon;

BUILDING/HOUSING

Chairperson Barbara Blankfeld

Committee: Chris Cooney, John Rach, Brian King (alt.)

COMMUNITY OUTREACH

Chairperson Brian King

Committee: Michele Weiss, Barbara Blankfeld, Sheri Sax (alt.)

ECONOMIC DEVELOPMENT

Chairperson John Rach

Committee: Michele Weiss, Barbara Blankfeld, Justin Gould (alt.)

FINANCE

Chairperson Michele Weiss

Committee: John Rach, Justin Gould, Barbara Blankfeld (alt.)

RECREATION

Chairperson Chris Cooney

Committee: Brian King, Sheri Sax, Michele Weiss (alt.)

SAFETY

Chairperson Justin Gould

Committee: Brian King, Sheri Sax, Chris Cooney (alt.)

SERVICE AND UTILITIES

Chairperson Sheri Sax

Committee: Chris Cooney, Justin Gould, John Rach (alt.)

COMMITTEE OF THE WHOLE

Vice Mayor Michele Weiss

- 10. Reports of Special Committees, and the taking of action thereon;
- 11. Unfinished and Miscellaneous Business;
- 12. Adjournment



GPD GROUP
Greer, Pyle, Schoner, Burns & Doherty, Inc.

Cleveland Office

5995 Transportation Blvd
 Suite 100
 Cleveland, OH 44125

tel 216.518.5544
 fax 216.518.5545

www.gpdgroup.com

April 4, 2023
 2023003.02

Honorable Michael D. Brennan, Mayor
 City of University Heights
 2300 Warrensville Center Road
 University Heights, Ohio 44118

RE: 2023 Street Improvement Program

Dear Mayor Brennan:

Based on the Street Inventory and our site visit review of the streets with the Asst. Service Director, the following Streets are recommended for Improvement in 2023 (Listed in Priority Order):

<u>Street</u>	<u>Last</u> <u>Resurfacing</u>	<u>Estimated</u> <u>Cost</u>
1. Miramar (Milford to Washington)	2000	\$285,000
2. Charney (Hillbrook to Dysart)	2003	\$100,000
3. Ashurst (S. Corp. to Meadowbrook)	1996	\$260,000
4. Edgerton (S. Corp. to Meadowbrook)	2003	\$190,000
5. Claridge Oval	2005	\$122,000
6. Laurelhurst (Univ. Pkwy. To E. Carroll)	2004	<u>\$105,000</u>
Total =		\$1,062,000

The costs include 3" mill and Fill, minor base repairs and 100% curb replacement.

We also discussed the need to install a pedestrian crosswalk at the intersection of Milford Road and Miramar Blvd. This intersection requires a proper handicap accessible pedestrian crossing. We are still working on the configuration of this crossing, but we estimate the cost around \$30,000.

The Budget for 2023 is believed to be \$585,000. We will need to decide which streets must wait another year if the budget is firm at \$585,000.

The Engineering fees for design is \$17,000 and for Construction Admin./Inspection is \$31,500.

Once we agree on the number of streets, GPD will begin preparing the bid documents upon authorization to proceed.

Please note Canterbury Road from East Scarborough to Meadowbrook is also rated as a top priority

Honorable Michael D. Brennan, Mayor

April 4, 2023

street. However, the MICP Sanitary Relief Sewer Project includes resurfacing this street.

We are available to begin immediately upon your authorization to proceed. Tentative schedule:

1. Council Authorization - April 17th
2. Begin design - April 18th
3. Council Authorization to advertise for bids - May 1st
4. Advertise for Bid:- May 4th and May 11th
5. Open Bids - May 19th.
6. Council Award of the Bid – June 5th
7. Begin Construction – June 26th
8. End Construction – Sept. 15th

If any of the above dates for Council approval are missed, the entire schedule will be pushed out 2 weeks.

Very Truly Yours,



Joseph R. Cuni, P.E., P.S.
City Engineer

Cc: Nick Fini
File 2023003.02

From: [Geoff Englebrecht](#)
To: [Kelly Thomas](#)
Subject: Memo- General Yard Nuisance Abatement for 2023
Date: Thursday, April 13, 2023 8:36:50 AM

This message was sent from the City of University Heights.

Memo-

Councilmembers-

The bid opening for this year's Yard Abatement Program occurred on Friday, April 7th. The bid was won by Extreme Land Care Landscaping, owned by Vinton Neely, who was the only bidder this year. The company's rates are comparative to the rates that the City was paying to the company who won the bids over the last three years, and is insured by Grange Insurance.

The rates are the following:

1. High Grass- \$35.00 an hour
2. Trim Shrubs- \$25.00 an hour
3. Leaf Cleanup- \$30.00 an hour
4. Debris Removal- \$25.00 an hour

Mr. Neely has the following equipment:

1. Two 52" Scag Walk Behind Mowers
2. One 48" Riding Lawn Mower (zero turn)
3. One 28" Walk Behind
4. Three Push Mowers
5. Two Hedge Trimmers
6. One Pole Hedge Trimmer
7. Three Back Blowers
8. Two Edgers
9. Two Chain Saws
10. Four Weed Wackers

The Department has been in touch with Mr. Neely and Inspectors have begun citing for tall grass. The Inspectors typically do their routes on Mondays, and follow up to see if the grass was cut/garbage removed on Thursdays. If a property is cited, just as in the past the Inspectors are leaving yellow tags at the front door of the property or somewhere visible from the street.

Thanks

Geoff Englebrecht

Director of Housing and Community Development

(216) 932-7800 Ext. 202


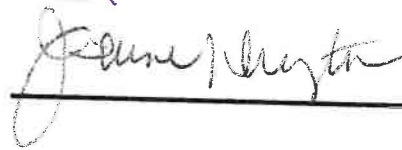
GEnglebrecht@universityheights.com

<https://www.universityheights.com/departments/housing/>

BID OPENING RESULTS SHEET

2023 Yard Abatement Program

BID OPENING: Friday, April 7, 2023 at 12:00noon
University Heights City Hall

Present: 


Contractor Name	Bid Bond/ Cert. Check	High Grass	Trim Shrubs	Leaf Cleanup	Debris Removal	
Extreme Land Care Landscaping	N/A	35.00 Per House	25.00 Per hour	30.00 Per hour	25.00 Per hour	

**GENERAL YARD NUISANCE ABATEMENT
BID FORM**

The Contractor hereby proposes to furnish General Yard Nuisance Abatement services in accordance with the provision of the request for bid document of which this form is a part:

SERVICE	2023 RATE
High Grass Nuisance Abatement	\$ 35.00 per house
Trim Shrubs	\$ 25.00 per hour
Leaf Cleanup	\$ 30.00 30.00 per hour
Debris Removal	\$ 25.00 per hour

Bid submitted by (PLEASE PRINT):

Extreme Land Care Landscaping L.L.C.
(Company)

Vinton Neely
(Title: Owner, Partner, Corporate Officer)

Vinton Neely
(Name)

13800 Maple Leaf dr.
(Street Address)

(440) 840-7005
(Phone Number)

Garfield Heights, Ohio 44125
(City, State, Zip)

30-0682762
(Federal I.D. Number)

Vinton Neely
(Signature, in ink)

neely_vinton@yahoo.com
(E-mail Address)

Bidder Qualifies As (please circle answer):

Minority Business Enterprise (MBE)

Yes

No

Women's Business Enterprise (WBE)

Yes

No

Extreme Land Care Landscaping L.L.C.

References:

Edith Callahan	(440) 862-8132
Joe Matta	(216) 482-9613
Mike	(216) 470-7110

Equipment:

- ② 52" Scag walk behind
- ① 48" Riding lawn mower (zero turn)
- ① 28" walk behind
- ③ push mowers
- ② hedge trimers
- ① pole hedge trimmer
- ③ Back blowers
- ② edgers
- ② Chain saws
- ④ weed wackers

Insurance Company

Grange Insurance

Contact: Jared (216) 965-0646

INVITATION FOR BIDS

LEGAL NOTICE

Sealed bid proposals will be received at the office of the Clerk of Council of the City of University Heights, 2300 Warrensville Center Road, University Heights, Ohio 44118 until **12:00 Noon on the 7th day of April, 2023** for:

2023 GENERAL YARD NUISANCE ABATEMENT

Will be publicly opened and read immediately thereafter for the general yard nuisance abatement in accordance with specifications prepared by the Housing Director on file in the office of the Clerk. Work is to take place during the 2023 calendar year.

Copies of the Specifications, Instructions to Bidders, and other contract documents are available in the office of the Clerk of Council of the City of University Heights.

The City of University Heights reserves the right to reject any and all bids, to waive any informality in the bids received, and to accept any bid which it deems most favorable.

By order of the Council of the City of University Heights, Ohio.

Kelly Thomas, Clerk of Council
City of University Heights, Ohio

Adv: March 23, 2023
March 30, 2023

GENERAL YARD NUISANCE ABATEMENT

PROJECT DESCRIPTION

The City of University Heights invites you to publicly bid on providing complete General Yard Nuisance Abatement Services, as desired by the City of University Heights.

TERM

The Term of this Agreement shall be that work will commence upon Notice of Authorization to Proceed and all work shall be fully completed on or before December 31, 2023. The City may have the option to extend this Agreement for up to a total of one (1) more year or any portion thereof upon expiration of the original Agreement Term. If the City extends this Agreement and funds are not available for a subsequent fiscal year in the extension period, this Agreement shall automatically terminate upon expiration of the present current fiscal year.

SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and supervision to provide complete general yard nuisance abatement services, as desired by the City of University Heights, in accordance with this specification. This work shall include but not necessarily be limited to the short summary below:

GENERAL YARD NUISANCE ABATEMENT

The Contractor is to perform general yard nuisance abatements, as requested by the City in writing or electronically, and mow those with high grass. High grass is defined as grass or weeds greater than 8 inches in length (see attached University Heights Codified Ordinances).

A list of properties requiring services will be provided in writing or electronically on a regular basis. Required abatements will be assigned on Mondays and Thursdays. Those assigned on Monday should be scheduled to be done on Tuesday. Those assigned on Thursday should be done on Friday. A separate list of approximately eight properties are to be done weekly throughout the season. During the months of May and June there are an extraordinary number of abatements which may not continue throughout the season. Contact information will be handled by the City of University Heights Housing and Community Development Director or his representative in the Housing Department at (216) 932-7800.

PROPERTY CLEANUP

The Contractor is to provide any or all of the following services, as requested in writing by the City and after confirming that the property owner has been cited:

- Mow high grass;
- Trim shrubs;
- Leaf cleanup;
- Yard waste debris removal;
- Properties will be trimmed and blown (sidewalks and drives clear of any grass clippings or debris).

The Contractor is required to take photos of each job **before and after** the completion of the work. These photos must include:

- A photograph prior to the abatement to show evidence of a nuisance condition. This photograph must include the property address.
- A photograph after the abatement to show evidence of the abatement. This photograph must also include the property address.
- The City will provide an electronic means to transfer these photographs from the Contractor to the City.

INDEMNIFICATION/INSURANCE

The Contractor shall indemnify and save the City and each and all of its public officials harmless of any and all suits, liens, claims, actions, or causes of actions arising out of the performance of this Contract asserted by any individual and/or entity. Claims to be indemnified shall include, but not be limited to, claims of negligence or any other tort, contractors or any claim of breach thereof, any claim arising out or based upon any alleged violation of federal, state, or local law, statute, or ordinance. The Contractor shall, at his/her or its own expense, defend the City and its officials in all litigation and indemnify the City and/or its Law Director and/or the City's insurance carrier for all attorney's fees incurred, judgments, and/or awards of damages, court costs, and any other expenses arising out of such litigation or claims, whether or not such claim has any validity in fact. The Contractor shall obtain liability insurance in the minimum amount of One Million Dollars (\$1,000,000) naming the City as an additional insured. The insurance policy shall contain a provision requiring notification to the City of any cancellation and/or amendment thereto, no later than thirty (30) days prior to such proposed cancellation and/or amendment.

The Contractor will maintain full workers' compensation coverage for all of Contractor's employees and proof of such insurance and proof of the current application of all federal and state required coverage for workers' compensation, unemployment benefits and taxation shall be evidenced by submitted certificates thereof to the City prior to the execution of this Contract, provided, however, that the failure to submit such certificate shall not relieve the Contractor of the full indemnification obligations required herein.

WARRANTIES, REPRESENTATIONS, COVENANTS

The Contractor warrants: that he/she is the sole entity or individual directly or indirectly interested in compensation for the delivery of the labor and materials bid upon, awarded, and performed under this Contract; that no subcontractor shall perform any part of this contract without written notice in advance to the Building Commissioner, and any objection thereto shall be presented first to the Mayor, and then to the City Council for resolution; that the proposal made upon which this Contract is based was made without any connection or common interest in the profits with any undisclosed persons or entity making any quotation or proposal for the said work; that the Contract is, on the part of the Contractor in all respects fair and without collusion or fraud; that no employee or official of the City of University Heights is directly or indirectly interested therein; that the Contractor in the performance of this Contract will not violate any laws applicable in the State of Ohio; that the Contractor will in not engage in or participate in any form of discrimination.

CONTRACTOR'S PERFORMANCE

The Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services. The City or its authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor in writing.

The Contractor will have one (1) day from the receipt of notice of unsatisfactory performance to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Agreement, at the sole discretion of the City. Additionally, this Agreement may be terminated by either party hereto upon thirty (30) days written notice to the other party.

WORK HOURS

The Contractor may perform services between the hours of 8:00 a.m. and 7:00 p.m. Monday – Friday, and 9:00 a.m. and 5:00 p.m., Saturday and Sunday.

BASIS FOR AWARD

Contract will be awarded to the Contractor submitting the lowest and best bid for all or some portion of the work as soon as practicable after opening of the bids. The right is reserved to reject any and all, including alternates, to waive technicalities, or to solicit for new proposals, if in the judgement of the awarding authority the best interests of the City will be promoted thereby.

REFERENCES

The Contractor shall provide with submission of the bid form a list of three references.

EQUIPMENT

The Contractor shall provide with submission of the bid form a list of equipment to be used.

PROPERTY DAMAGE

The Contractor shall be responsible for repair of any property damage and restoration of any area disturbed to the satisfaction of the Housing and Community Development Director prior to final payment. Any repair/restoration of damaged area shall be performed at Contractor's sole cost and expense.

INVOICING – PAYMENT

- Return a completed invoice to the Housing and Community Development Director Geoff Englebrecht at genglebrecht@universityheights.com prior to the last day of the month.
 - If the last day of the month falls on a Saturday, please return the monthly invoice the Friday before.
 - If the last day of the month falls on Sunday, please return the monthly invoice the Monday after.
- Please invoice each property separately for work completed that month.
- Once approved by the Housing and Community Development Director invoice(s) will be submitted to the Finance Department for payment to Contractor.

**GENERAL YARD NUISANCE ABATEMENT
BID FORM**

The Contractor hereby proposes to furnish General Yard Nuisance Abatement services in accordance with the provision of the request for bid document of which this form is a part:

SERVICE	2023 RATE
High Grass Nuisance Abatement	\$ per house
Trim Shrubs	\$ per hour
Leaf Cleanup	\$ per hour
Debris Removal	\$ per hour

Bid submitted by (PLEASE PRINT):

_____	_____
(Company)	(Title: Owner, Partner, Corporate Officer)
_____	_____
(Name)	(Street Address)
_____	_____
(Phone Number)	(City, State, Zip)
_____	_____
(Federal I.D. Number)	(Signature, in ink)

(E-mail Address)	

Bidder Qualifies As (please circle answer):

Minority Business Enterprise (MBE)	Yes	No
Women's Business Enterprise (WBE)	Yes	No



UNIVERSITY HEIGHTS FIRE DEPARTMENT

Chief Robert D. Perko III
3980 Silsby Road
University Heights, OH 44118

Phone: 216.321.1939
Fax: 216.932.8584

Memorandum

TO: KELLY THOMAS, CLERK OF COUNCIL
FROM: CHIEF PERKO *RDP*
SUBJECT: MOTION FOR APPROVAL OF THE CAPITAL PURCHASE OF MOBILE RADIOS AS INDICATED IN THE UHFD CIP
DATE: APRIL 11, 2023
CC: MICHAEL DYLAN BRENNAN, MAYOR/SAFETY DIRECTOR; CITY COUNCIL MEMBERS; DENNIS KENNEDY, FINANCE DIRECTOR

Please find the attached documentation pertaining to the purchase of communication equipment – Ten (10) Mobile Radios needed for the Fire Department.

The Fire Department Capital Improvement Plan (CIP) was revised to include the 2023 CIP Addendum. This addendum included the request of communication equipment, to include mobile radios for the fire station and fire apparatus. As indicated in the CIP, mobile communication radios have reached the end of their life expectancy and are no longer being supported by the manufacturer. Furthermore, due to new requirements set forth by the Multi-Agency Radio Communication System (MARCS) as well as the Cleveland Radio System, all of these obsolete devices will be unable to meet the requirements and thus become inoperable. This was recommended in 2021 and 2022 but ultimately not funded. Unfortunately, pricing has nearly doubled. These purchases would cost approx. \$40-50k depending on the number of devices ultimately needing replacement and current market rates.

Motorola Solutions has been a longstanding vendor of public safety and military equipment. Our department has utilized Motorola communications equipment for decades. Dating back to the mid 2000's, around 2007, the department entered a regional grant application and was awarded federal funds for new MARCS compatible radios. The migration to the high band radios has been successful and continues to serve our needs well for more than a decade now.

We have slowly replaced these original high band radios in accordance with the manufacturer life expectancy schedule and on an as needed basis, but have not been able to fully fund the entire fleet upgrade. Currently, we own sixteen (16) mobile radios and approx. twenty (20) portable radios. The remaining ten (10) mobile radios being considered will fully update and outfit our fleet, including 2 new vehicles approved in this year's capital purchase budget.

The Ohio Department of Commerce Division of State Fire Marshal announced the recipients of the 2023 MARCS (Multi-Agency Radio Communications Systems) grant, which totals \$3.5 million awarded to 325 fire departments in 76 counties throughout Ohio. For the past five years, including this year, UHFD has attempted to secure grant funding for this purchase from the State Fire Marshalls office. Each year, including this year, we were declined as we do not rank high enough in priority. Typically, these grants are granted to small rural and often volunteer departments as well as those seeking a regional application.



UNIVERSITY HEIGHTS FIRE DEPARTMENT

Chief Robert D. Perko III
3980 Silsby Road
University Heights, OH 44118

Phone: 216.321.1939
Fax: 216.932.8584

Chagrin Valley Dispatch (CVD) is much too large to typically receive a grant award from this program, however they are recognized for outstanding regional consolidation efforts and large size to earn grant pricing for MARCS radios. The pricing is not funded, but allows for agencies within CVD to purchase the radios at a significantly reduced cost which would be similar as if awarded the grant. This has allowed them to obtain competitive pricing well below that of retail as well as state bid pricing.

The 2023 City budget was approved with a capital equipment budgeted amount of \$80,000 for capital equipment purchases for the Fire Department. This memo will serve to utilize approved funds in the capital improvement fund allocated for the fire department for this purchase.

Attached is an estimate from CVD. The proposed purchase of the MARCS compatible mobile radios includes necessary accessories and power/charging implementations. CVD has secured competitive pricing for the Motorola Solutions APX4500 mobile radios in the amount of \$33,600.00 for ten (10) fully outfitted mobile radios. The list price of the just the radio without accessories is currently \$5,052. The competitive grant funded pricing is \$3,060 without accessories and is a savings of \$1,992 per radio. This project will save over \$20,000 dollars.

The deadline to secure these radios at this price point is only through April 20, 2023.

Due to this deadline and my awareness to it as of today, this item has not been able to be discussed at a safety committee as it normally would. However, it was sent to the safety committee chair for awareness and consideration.

Therefore, I respectfully request City Council to authorize the Mayor to approve this capital purchase request not to exceed the total amount of \$33,600.00 allocated for the purchase of ten (10) Motorola Solutions Mobile Radios fully outfitted and on emergency.

Thank you for the consideration.

Chagrin Valley Dispatch
 88 Center Road, Suite B100
 Bedford, OH 44146 US
 finance@cvaldispatch.com

Estimate 1477



ADDRESS

City of University Heights

DATE 04/12/2023	TOTAL \$33,600.00
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DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/12/2023	M22URS9PW1BN	APX4500 Mobile 3 Year Essential SVR Trunking Baud Single System Digital Tone Signaling Remote Mount Mid Power Dash Mount o2 STD Palm Mic ADP Only APX Radio Authentication	10	3,060.00	30,600.00
04/12/2023	M22URS9PW1BN	Add Remote Head Option	10	300.00	3,000.00
04/12/2023	Technology	State Fire Marshalls Office Grant Pricing Good Thru 4/20/2023	0	0.00	0.00

TOTAL \$33,600.00

THANK YOU.

Accepted By

Accepted Date



APX 4500

SINGLE-BAND P25 MOBILE RADIO



UNCOMPROMISING PERFORMANCE. EFFECTIVE RESPONSE.

You need a P25 radio to communicate and collaborate effectively with other P25 radio users. And, you need the performance and reliability of an APX™ radio. That is why we built the APX 4500 single-band mobile radio.

Everyone has something to like with the APX 4500. We've paired it with our rugged O2 Control Head for confident, reliable radio communication that can stand up to everyday use.

The compact form factor simplifies vehicle installation. Integrated

hardware encryption protects your mission-critical communication. Impact detection automatically alerts dispatch to keep its users safer and integrated Wi-Fi helps to keep you current with fast and easy software updates. Integrated Bluetooth provides wireless communication with Commercial off the shelf (COTS) Bluetooth accessories.

Improve your operational efficiency with the performance and reliability of the APX 4500 mobile radio.



RUGGED AND RELIABLE

RESPOND WITH CONFIDENCE

When out in the field, you face all types of conditions. Your radio shouldn't hold you back. Whether it be getting caught in a storm or undergoing extreme temperature shock, you can remain confident in the APX 4500 and know that it won't let you down in the moments that matter.



BUILT-IN Wi-Fi

VOICE AND DATA, ALL AT ONCE

Integrated Wi-Fi helps to keep your radio update to date with over-the-air updates. Receive new codeplugs, firmware updates and software features at the speed of Wi-Fi— without interruptions to voice communications.



LIGHTWEIGHT, COMPACT DESIGN

FLEXIBLE, EASY INSTALLATION

The APX 4500 is ideal for a growing ecosystem of vehicle installations. Its small and lightweight form factor simplifies installation and its IP56 rating provides ample protection from dust and water intrusion.



RF antenna port

Accessory connector

GPS

Wi-Fi/Bluetooth

DC power



P25 COLLABORATION

COLLABORATE SEAMLESSLY

Although you are out of the office, you still need to communicate with others to get the job done. As a P25 mobile radio, the APX 4500 allows you to communicate with other P25 radio users. Seamlessly collaborate within your department or with other departments and organizations using the APX 4500 P25 mobile radio.



DEVICE MANAGEMENT SERVICES

ALL THE SUPPORT YOU NEED

Motorola Solutions offers three levels of service plans – Essential, Advanced and Premier. From simple support for technical troubleshooting to a complete transfer of optimization and maintenance services to Motorola Solutions, you choose the level of support that suits you best.

APX 4500 COMPATIBLE CONTROL HEAD

O2 CONTROL HEAD

EXTREME USABILITY

The O2 control head provides rugged simplicity for efficient and confident communication. Oversized controls with an easy to read color display and a built-in 7.5 watt speaker provides clear visual and audible user experiences. Available in high impact green or black.



Exaggerated design and rugged housing for extreme environments

Full color display with night mode and intelligent lighting

Integrated high density speaker for loud, clear audio



Programmable multi-select buttons

Enlarged multi-function channel / volume knob



FEATURES

GENERAL SPECIFICATIONS

Channel Capacity	512 standard, expandable to 1,000 channels
Encryption Algorithms	ADP, 256-bit AES

OPERATING MODES

Digital Trunking: 9600 Baud APCO P25 Phase 1 FDMA and Phase 2 TDMA

Analog Trunking: 3600 Baud SmartNet®, SmartZone®, Omnilink

Digital Conventional: APCO 25

Analog Conventional: Analog MDC 1200, Quik Call II System Configurations

INTEGRATED Wi-Fi AND DATA CONNECTIVITY

Wi-Fi (2.4GHz), 802.11 a/n/ac (5GHz) with up to 20 Wi-Fi networks provisioned in the radio¹

Data Modem Tethering¹

ASTRO 25 Integrated Voice and Data

Enhanced Data¹

Integrated GPS/GLONASS for Outdoor Location Tracking

Mission Critical Geofence¹

Personnel Accountability¹

Bluetooth (Version 4.2)

MANAGEMENT

Customer Programming Software (CPS)

Radio Management

Over-the-air Programming (OTAP)¹

SECURITY

P25 Authentication¹

Software Key

Single-key ADP Encryption¹

Multikey for 128 keys¹

GPS/GNSS SPECIFICATIONS

Channels	12
Tracking Sensitivity	-164 dBm
Accuracy ²	<5 meters (95%)
Cold Start ²	<60 seconds (95%)
Hot Start ²	<5 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GNSS or SBAS

¹ Optional ² Measured conductively with >6 satellites visible at a nominal -130 dBm signal strength



ENCRYPTION

Supported Encryption Algorithms	ADP, AES 256
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 128 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-3 Level 3, FIPS 197

OTHER FEATURES

Text Messaging
Radio Profiles
Dynamic Zone
Intelligent Priority Scan
Unified Call List
Instant Recall
Data Modem Connection (wired or Wi-Fi) ¹
12 Character RFID Asset Tracking ¹
Digital Tone Signaling ¹

INTEGRATED WI-FI, GPS, BLUETOOTH AND DATA CONNECTIVITY

Frequency Range/Band splits	WLAN (WiFi): 2412 - 2472 MHz; 5180 - 5320 MHz; 5500 - 5825 MHz	
WLAN (WiFi) 802.11 b/g/n	Security protocols	WPA-2, WPA, WEP
	SSIDs	Up to 20 pre-provisioned
Data Modem Tethering ¹		
Bluetooth version 4.2	2402-2480 MHz Compatible with HSP, PAN, DUN and SPP Profiles found in Off-the-shelf Bluetooth accessories. Supports up to 6 data connections and 1 audio connection.	

¹ Optional

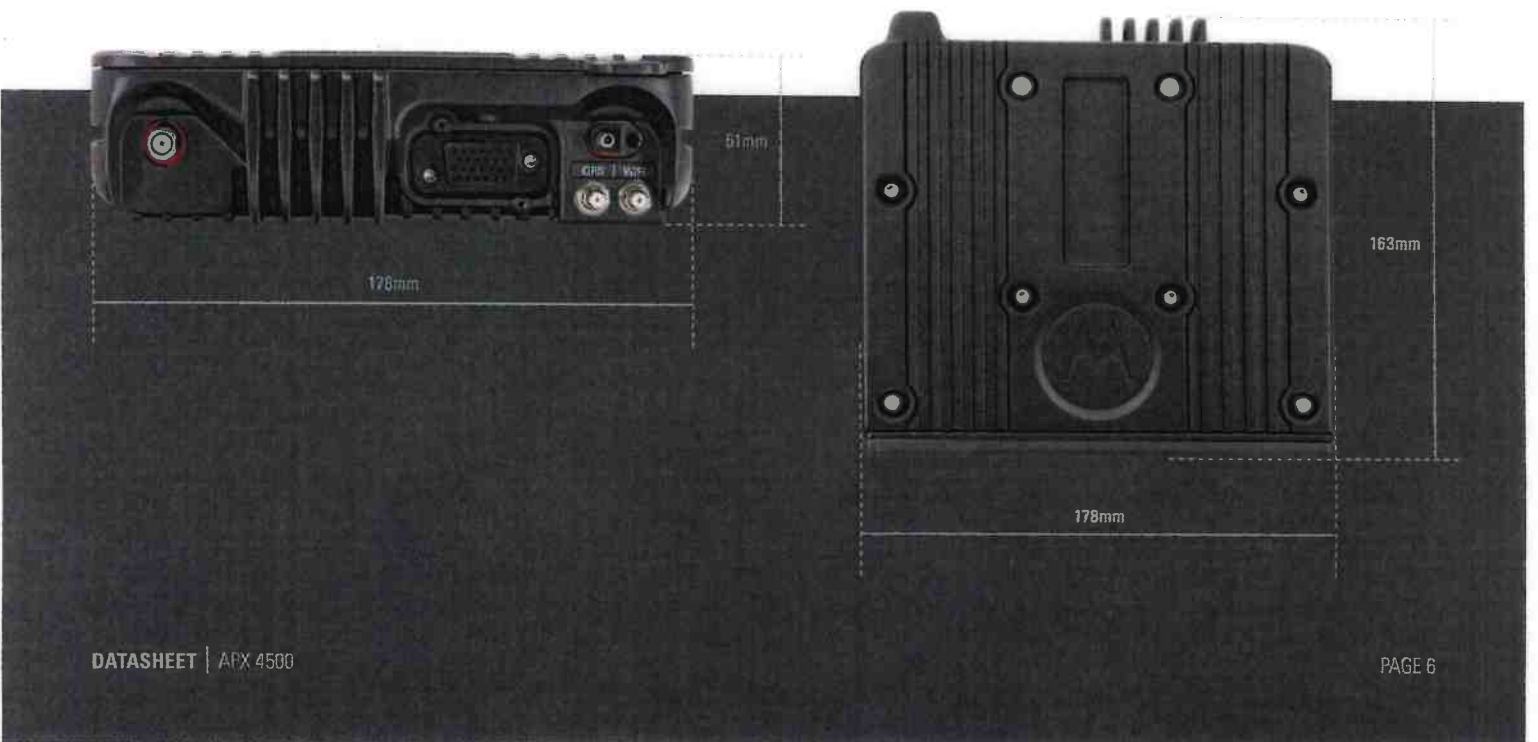


SIGNALING (ASTRO 25 MODE)

Signalling Rate	9.6 kbps
Digital ID Capacity	10,000,000 Conventional / 48,000 Trunking
Digital Network Access Codes	4,096 network site addresses
ASTRO Digital User Group Addresses	4,096 network site addresses
Project 25 – CAI Digital User Group Addresses	65,000 Conventional / 4,094 Trunking
Error Correction Techniques	Golay, BCH, Reed-Solomon codes
Data Access Control	Slotted CSMA: Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions

DIMENSIONS AND WEIGHT

Mid Power Radio Transceiver	51 x 178 x 163 mm (2.0 x 7.0 x 6.4 in)	2.18 kg (4.80 lbs)
Radio Transceiver and O2 Control Head - Dash Mount	69 x 207 x 223 mm (2.7 x 8.1 x 8.8 in)	2.43 kg (5.36 lbs)
Mid Power Radio Transceiver and Remote Mount	51 x 178 x 193 mm (2.0 x 7.0 x 7.6 in)	2.18 kg (4.80 lbs)



PERFORMANCE AND REGULATORY

TRANSMITTER													
	VHF		UHF R1		UHF R2		700 MHz		800 MHz		900 MHz		
Frequency Range/Bandsplits	136-174 MHz		380-470 MHz		450-520 MHz		764-776, 794-806 MHz		806-825, 851-870 MHz		896-902, 935-941 MHz		
Rated RF Output Power (Adjustable)	1-50 W		1-40 W		1-45 W		3-30 W		3-35 W		1-30 W		
Frequency Stability (-30°C to +60°C; +25°C Ref.)	± 0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		
Emissions	Conducted -85 dBc	Radiated -10 dBm	Conducted -85 dBc	Radiated -20 dBm	Conducted -85 dBc	Radiated -20 dBm	Conducted -75/-85 dBc	Radiated -20/-40 dBm	Conducted -75 dBc	Radiated -20 dBm	Conducted -70 dBc	Radiated -20 dBm	
Modulation Limiting (12.5/20/25 kHz)	±5/±2.5 kHz		±5/±2.5 kHz		±5/±2.5 kHz		±5/±2.5 kHz		±5/±2.5 kHz		±2.5 kHz (12.5kHz only)		
Modulation Fidelity (C4FM) 12.5 kHz Digital Channel	2.5%		1.50%		1.50%		1.50%		1.50%		1.50%		
Audio Response	+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		
FM Hum & Noise (12.5 kHz/25 kHz)	-52 dB / -53 dB		-50 dB / -53 dB		-50dB / -53dB		-48 dB / -50 dB		-48 dB / -50 dB		-45 dB (12.5kHz only)		
Audio Distortion (12.5 kHz/25 kHz)	0.50%		0.50%		0.50%		0.50%		0.50%		0.80% (12.5kHz only)		

RECEIVER													
	VHF		UHF R1		UHF R2		700 MHz		800 MHz		900 MHz		
Frequency Range/Bandsplits	136-174 MHz		380-470 MHz		450-520 MHz		764-776 MHz		851-870 MHz		935-941 MHz		
Channel Spacing	12.5/25 kHz		12.5/25 kHz		12.5/25 kHz		12.5/25 kHz		12.5/25 kHz		12.5 kHz		
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		
Audio Output Power at Rated/Max	7.5 / 15 W		7.5 / 15 W		7.5 / 15 W		7.5 / 15 W		7.5 / 15 W		7.5 / 15 W		
Frequency Stability (-30 °C to +60 °C; +25 °C Ref.)	±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		
Analog Sensitivity (12db SINAD)	Pre-Amp -123 dBm (0.158 µV)	Standard -119 dBm (0.251 µV)	Pre-Amp -123 dBm (0.158 µV)	Standard -119 dBm (0.251 µV)	Pre-Amp -123 dBm (0.158 µV)	Standard -119 dBm (0.251 µV)	-121 dB (0.199 µV)		-121 dB (0.199 µV)		-120 dBm (0.224 µV)		
5% BER	Pre-Amp -123 dBm (0.158 µV)	Standard -119 dBm (0.251 µV)	Pre-Amp -123 dBm (0.158 µV)	Standard -119 dBm (0.251 µV)	Pre-Amp -123 dBm (0.158 µV)	Standard -119 dBm (0.251 µV)	-121.5 dB (0.188 µV)		-121.5 dB (0.188 µV)		-121 dBm (0.199 µV)		
Selectivity (12.5 kHz / 25 kHz / 30 kHz)	77 dB / 89 dB / 90 dB		72 dB / 83 dB / -		72 dB / 83 dB / -		75 dB / 85 dB / -		75 dB / 85 dB / -		74 dB (12.5kHz only)		
Intermodulation Rejection (12.5 kHz / 25 kHz)	Pre-Amp 84 dB	Standard 86 dB	Pre-Amp 82 dB	Standard 86 dB	Pre-Amp 82 dB	Standard 86 dB	82 dB		82 dB		82 dB		
Spurious Rejection	95 dB		93 dB		93 dB		91 dB		91 dB		91 dB		
FM Hum & Noise (12.5 kHz / 25 kHz)	-50 dB / -59 dB		-50 dB / -55 dB		-50 dB / -55 dB		-50 dB / -59 dB		-50 dB / -59 dB		-50 dB (12.5kHz only)		
Audio Distortion (12.5 kHz / 25 kHz)	1.20%		1.50%		1.50%		1.20%		1.20%		1.20% (12.5kHz only)		

POWER AND BATTERY DRAIN													
	VHF		UHF R1		UHF R2		700 MHz		800 MHz		900 MHz		
Model Type	136-174 MHz		380-470 MHz		450-520 MHz		764-775, 794-806 MHz		806-825, 851-870 MHz		896-902, 935-941 MHz		
Minimum RF Power Output	1-50 W		1-40 W		450-485 MHz: 1-45 W 485-512 MHz: 1-40 W 512-520 MHz: 1-25 W		3-30 W		3-35 W		896-901 MHz: 1-30W 901-902 MHz: 1-3W 935-940 MHz: 1-30W 940-941MHz:1-3W		
Operation	13.8 V DC ±20% Negative Ground		13.8 V DC ±20% Negative Ground		13.8 V DC ±20% Negative Ground		13.8 V DC ±20% Negative Ground		13.8 V DC ±20% Negative Ground		13.8 V DC ±20% Negative Ground		
Standby at 13.8V	0.85 A		0.85 A		0.85 A		0.85 A		0.85 A		0.85 A		
Receive Current at Rated Audio at 13.8V	3.2 A		3.2 A		3.2 A		3.2 A		3.2 A		3.2 A		
Transmit Current (A) at Rated Power	8 A @ 15 W 13 A @ 50 W		11 A @ 40 W 8A @ 15 W		11 A @ 40 W 8A @ 15 W		8 A @ 15 W		8 A @ 15 W 12 A @ 35 W		10 A @ 30 W 5 A @ 3 W		

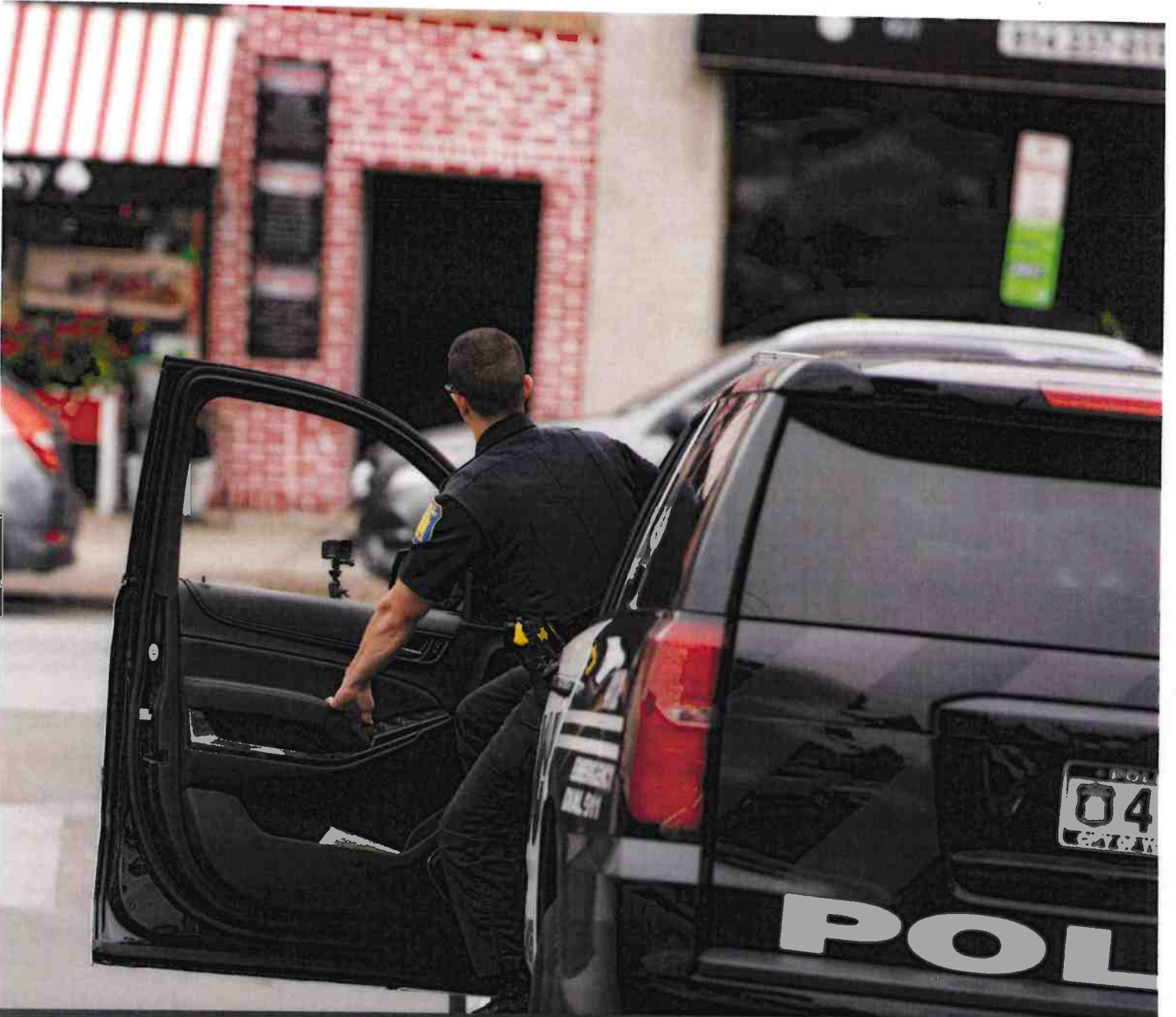


ENVIRONMENTAL	
Operating Temperature	-30°C/+60°C
Storage Temperature	-40°C/+85°C
Humidity	Per MIL-STD
ESD	IEC 61000-4-2
Water and Dust Intrusion	IP56, MIL-STD

RADIO MODEL NUMBER	
VHF	M22KSS9PW1BN
UHF R1	M22OSS9PW1BN
UHF R2	M22SSS9PW1BN
700/800	M22URS9PW1BN
800/900	M22VRS9PW1CN

FCC/IC TYPE ACCEPTANCE ID	
FCC/IC ID	Band and Power Level
FCC ID: AZ492FT7130 IC ID: 109U-92FT7130	136-174 MHz (1-50 W)
FCC ID: AZ492FT7129 IC ID: 109U-92FT7129	380-470 MHz (1-40 W)
FCC ID: AZ492FT4967 ISED ID: 109U-92FT4967	450-520 MHz (1-45 W) 485-512 MHz (1-40 W) 512-520 MHz (1-25 W) 764-776 MHz (3-30 W)
FCC ID: AZ492FT7124 IC ID: 109U-92FT7124	794-806 MHz (3-30 W) 806-824 MHz (3-35 W) 851-870 MHz (3-35 W)
FCC ID: AZ492FT7141 ISED ID: 109U-92FT7141	896-902MHz (1-30W) 935-941MHz (1-30W)

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G		MIL-STD 810H	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	I/II	500.6	II	500.6	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.6	I/A1, II/A1	501.7	I/A1, II/A1
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.6	I/C3, II/C1	502.7	I/C3, II/C1
Temperature Shock	503.1	I	503.2	1/A1C3	503.3	1/A1C3	503.4	I	503.6	I/C	503.7	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.6	I/A1	505.7	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.6	I, III	506.6	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-	507.6	II/Aggravated	507.6	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	-	509.6	-	509.7	-
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.6	I	510.7	I
Blowing Sand	-	-	510.2	II	510.3	II		II	510.6	II	510.7	II
Vibration	514.2	VIII, F, W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.7	I/24	514.8	I/24, II/5
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.7	I, V, VI	516.8	I, V, VI



For more information, please visit
www.motorolasolutions.com/apx



Motorola Solutions, Inc. 600 West Monroe Street, Chicago, IL 60661 U.S.A. 800-967-2346 www.motorolasolutions.com

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Dustin Rogers
 Chief of Police
 (216) 932-1160

MEMORANDUM

**City of University Heights
 Division of Police**
 2304 Warrensville Center Road
 University Heights, Ohio 44118



**UNIVERSITY
 HEIGHTS**
Michael D. Brennan
 Mayor/Safety Director
 (216) 932-7800

TO: Safety Committee
 City Council
 Michael Dylan Brennan, Mayor / Safety Director
 Dennis Kennedy, Director of Finance

FROM: Dustin Rogers, Chief of Police *DR*

DATE: April 13, 2023

RE: Police Vehicle Replacement

Police marked vehicle 7238 and unmarked vehicle 7255 are both in poor condition and are due for routine replacement. Like last year, as a result of various supply chain issues/delays, and the expected \$10k price increase for 2024 models:

- New 2023 Ford Utilities (Explorers) would be purchased through Statewide Ford, who is the previous state contract holder, who is honoring the current state contract holder pricing, and who has pre-built 2023 vehicles immediately available and in stock. Pre-built police vehicles include various additional necessary equipment that is already installed that is needed to support operations.
- Statewide Pre-Built Vehicle Price:
 - \$103,411 Total For 2 Pre-Built Vehicles (Marked-\$57,352/Unmarked-\$46,059)
- Statewide Additional Required Vehicle Equipment Price:
 - \$10,424 Total For 2 Vehicles
- SHI International Corp Vehicle MDT/Keyboard/Dock Price (estimate):
 - \$4,615.01 Total (For Marked Vehicle Only)

- CDWG Modem Price:
 - \$2,367.80 Total (For Marked Vehicle Only)
- WatchGuard/Motorola Mobile Video System (Dash Cam) Price (estimate):
 - \$8,500 Total (For Marked Vehicle Only)
- Cleveland Trim and Stripe Vehicle Graphics Price (estimate):
 - \$750 Total (For Marked Vehicle Only)
- B & C Communications Installation Price (estimate):
 - \$2,750 Each / \$5,500 Total For 2 Vehicles
- Total Price:
 - \$135,567.81 Total For 2 Vehicles and **all** required equipment and install.

Trade-in Credit:

- Statewide Ford has offered \$24,200 in trade-in credit for the 7 fleet vehicles that are ready for trade. This \$24k would then offset the \$135,567.81 expense for the 2 new vehicles and equipment, resulting in a total expense of \$111,367.81.

The purchase of 2 new vehicles at this time **would** allow for the agency to **continue** to provide essential services and responses to the public consistent with historical practice.

The 2023 **proposed** vehicle replacements were presented to the Finance Committee in November of 2022, and the related police capital expense was approved by Council in the 2023 **permanent appropriations** in the amount of \$140,000.

Subsequently, at this time, I am **respectfully requesting** authorization to approve the expenses relating to the procurement of 2 new police vehicles through Statewide Ford, and authorization to approve the expenses relating to the **procurement** of the **essential/industry** standard vehicle equipment from various vendors, in a total amount of \$135,567.81. I am also requesting authorization to trade-in the 7 fleet vehicles that are no longer in service to Statewide Ford for a credit in the **amount** of \$24,200.

Enclosed: 03-29-23 **Permanent** Appropriations
 04-12-23 Asst. Fleet Manager – Sgt. Ferkul Vehicle Memo
 Statewide Ford and SHI Quotes

Expense Report for Current Year

As Of: 1/1/2023 to 3/31/2023

Account	Description	Budget	MTD Expense	YTD Expense	UnExp. Balance	Encumbrance	Unenc. Balance	% Used
Police Department								
Salaries and Wages								
213-1110-51200	Overtime	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	Salaries and Wages Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
Pension and Benefits								
213-1110-52110	Ohio Police & Fire Pension	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
213-1110-52200	Medicare Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
213-1110-52210	Workers' Comp Premiums	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	Pension and Benefits Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
Materials, Supplies and Minor Equipment								
213-1110-53090	Miscellaneous Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
213-1110-53690	Miscellaneous Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	Materials, Supplies and Minor Equipment Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
Contracted Services								
213-1110-54900	Miscellaneous Services	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	0.00%
213-1110-54950	Miscellaneous Professional S	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	0.00%
	Contracted Services Totals:	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.00%
Training, Education and Miscellaneous								
213-1110-57010	Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
213-1110-57020	Conferences	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
213-1110-57050	Travel Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	Training, Education and Miscellaneous Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	Police Department Totals:	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.00%
213 Total:		\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.00%
214	BCI & FBI Fee Fund					Target Percent:	25.00%	
Police Department								
Group: 59								
214-1110-59030	Distributions to Other Entities	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
	Group: 59 Totals:	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
	Police Department Totals:	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
214 Total:		\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
400	General Capital Improvements Fund					Target Percent:	25.00%	
Public Safety								
Capital Expenditures								
400-1100-56020	Capital Equipment Purchase	\$32,000.00	\$0.00	\$0.00	\$32,000.00	\$0.00	\$32,000.00	0.00%
	Capital Expenditures Totals:	\$32,000.00	\$0.00	\$0.00	\$32,000.00	\$0.00	\$32,000.00	0.00%
	Public Safety Totals:	\$32,000.00	\$0.00	\$0.00	\$32,000.00	\$0.00	\$32,000.00	0.00%
Police Department								
Capital Expenditures								
400-1110-56010	Vehicle Purchase	\$140,000.00	\$0.00	\$0.00	\$140,000.00	\$0.00	\$140,000.00	0.00%
400-1110-56020	Capital Equipment Purchase	\$32,000.00	\$0.00	\$0.00	\$32,000.00	\$6,198.57	\$25,801.43	19.37%
	Capital Expenditures Totals:	\$172,000.00	\$0.00	\$0.00	\$172,000.00	\$6,198.57	\$165,801.43	3.60%
	Police Department Totals:	\$172,000.00	\$0.00	\$0.00	\$172,000.00	\$6,198.57	\$165,801.43	3.60%



Dustin Rogers
Chief of Police
(216) 932-1160

MEMORANDUM

City of University Heights
Division of Police
2304 Warrensville Center Road
University Heights, Ohio 44118



UNIVERSITY
HEIGHTS
Michael D. Brennan
Mayor/Safety Director
(216) 932-7800

TO : Chief Rogers
FROM: Sergeant Ferkul
DATE : 4/12/23
RE : 2023 Vehicle Purchase

Chief,

Below is a list of our current fleet and its status:

	Model	Year	Miles	Idle Hours	Wear Mileage
7228	Explorer	2016	1,012	350	12,562
7229	Explorer	2016	48,424	13988	510,228
7230	Explorer	2016	52,168	18,621	666,661
7231	Taurus	2014	57,164	14,386	531,902
7232	Explorer	2018	51,613	17,111	616,276
7233	Explorer	2022	1,060	443	15,679
7234	Explorer	2022	577	68	2,871
7235	Taurus	2014	73,000	XXXX	
7236	Explorer	2022	1,469	393	14,438
7237	Tahoe	2017	43,975	19,905	700,840
7238	Taurus	2014	62,398	16,215	597,493
7239	Explorer	2018	45,071	13,077	476,612
7255	Grand Cherokee	2007	99,000	XXXX	
7256	Explorer	2014	37545	916	67,773
7257	Explorer	2016	13536	595	33,161
7258	Commander	2007	116,000	XXXX	

In addition to the mileage listed, industry standard suggests that every hour of idle time is equal to 33 miles of wear on the vehicle.

This memo is to serve as a request to purchase/replace two vehicles in the police fleet. The first vehicle being replaced is a 2014 Ford Taurus (7238). The nine-year-old vehicle

is far past its preferred **replacement** date and has 62,000 miles. This particular vehicle is no longer in production (discontinued by Ford) and is in poor condition and if left in the fleet, we will see rising repair costs. The vehicle also has an older video system that is nearing its end of life and will need **replaced**. This replacement would make **more sense** being installed in to a **new vehicle**. The replacement vehicle is a 2023 Ford **Explorer** and would be built out to be identical to our existing fleet. Given that the **new vehicle** is a different **platform** (sedan to SUV) and **we** have since upgraded video systems and MDT's, we will be unable to re-use any old equipment.

The second vehicle to be replaced is a 2007 Jeep **Grand Cherokee**. This is an unmarked vehicle utilized by the detective bureau and has **99,000 miles**. This **vehicle** is in poor condition and the cost to **repair** is rising dramatically **as** the Jeep Grand Cherokee has gone through many **redesigns** in the past **16 years**, thus replacement parts are harder to find and the price rising. The replacement vehicle **would** be a silver 2023 Ford Explorer with interior **lighting**. An MDT would not be installed in this vehicle.

The vehicles and **associated parts** **would** be purchased from **Statewide Ford** (vehicles) and **Statewide Equipment** (**miscellaneous** parts and equipment). Additional pieces of equipment would be **purchased** from **vendors directly**. The base price of the Ford Explorers on state contract is \$42,937. The vehicles **are** covered by state **contract** (ref/RSI010770). It should be **noted** that for the 2024 model year, Ford is expected to rebid this vehicle and a price increase is guaranteed.

- **Marked Vehicle** - \$57,352 – this price includes the vehicle with factory options added, as well as a partial build out (lights, siren, cage) with the rest of the equipment being installed by B & C Communications
- **Unmarked Vehicle** - \$46,059 – this price includes the **vehicle** with factory options added, as well a center **console** which would normally not be present as this is a pre-built car that **comes** with no accessories
- **Miscellaneous Parts** – \$10,424– this includes a lights and sirens package for the unmarked unit, and **various equipment** for the marked unit
- **Computer (SHI)** – \$4,615.01 (estimate) Computer, **keyboard**, and dock
- **Modem (CDWG)** - \$2367.80
- **Video system (Motorola)** - \$8,500 (estimate)
- **B & C install** - \$5500 (**estimate**)
- **Graphics** - (Cleveland Trim and Stripe) \$750

- **ALL ESTIMATES ARE TAKEN FROM LAST YEARS PURCHASE +5%**

Estimated Total - \$135,567.81 (less \$24,200 trade-in value) =
\$111,367.81

From model year 2022 to model year 2023, Ford increased the base price of the **police** vehicle by **approximately** \$10,000. They also reduced the order window from around six months to six weeks. This resulted in us having to use **Statewide Ford** to purchase pre-

built vehicles. **Statewide** Ford does not hold the contract for police vehicles, but they do match state contract pricing. The **contract holder**, Bob Chapman Ford was found to be unprofessional, **uncooperative**, and failed to respond to **numerous** inquiries for pricing and ordering, often only **replying** with an **auto-generated** email **thanking me** for my business. Statewide Ford was found to be the best option due to them matching contract pricing, and having an established **rapport** with the sales team.

Finally, the **department** also has a number of vehicles ready for trade-in. **Below** is a list of the vehicles that are out of service and ready for trade as well as the value **Statewide** Ford has given them:

- 7228 – 2016 Ford Explorer w/ 62,400 miles – \$5,000
- 7233 – 2014 Ford Taurus w/ 51,920 miles – \$4,000
- 7234 – 2016 Ford Explorer w/ 69,000 miles – \$4,900
- 7236 – 2016 Ford Explorer w/ 69,000 miles – \$4,900
- 7238 – 2014 Ford Taurus w/ 62,000 miles – \$3,900
- 7255 – 2007 Jeep Grand Cherokee w/ 99,000 miles - \$1,000
- 7258 – 2007 Jeep Commander w/ 116,000 miles - \$500

Total Trade-in Value - \$24,200

In my research I took condition of the **vehicle**, region, and comparable models in to consideration. The prices Statewide are offering for these vehicles **are** on-par with comparable **models** and I do not **believe we** would find a better value elsewhere. Additionally, Statewide Ford is a **vendor** of police cars and **releasing** the **cars** to them will not require as much disassembly as the vehicle will be resold **as** police cars.

Marked Unit

Statewide Ford Lincoln 1108 W. Main Street Van Wert, Ohio 45891		Revision Level	Date		3/31/2023	Sales Rep Name	Steve Rick		<input checked="" type="checkbox"/> SFL Vehicle Build	Location Of Job		
		Date	Vehicle		2023 Utility	Purchase Order Number	Estimated Time		<input type="checkbox"/> Cust. Vehicle Build	<input checked="" type="checkbox"/> SEP Location		
		Status	Quote Valid 30 Days						<input type="checkbox"/> Cust. Location	<input type="checkbox"/> Other		
R e v i s e d	Customer Billing Information				Contact Information				Customer Shipping Information			
	Purchaser Name	University Heights Police Department			Email	blombardo@universityheights.com			Drop Ship Company			
	Contact Name	Lt. Bryan Lombardo			Phone	216-932-6113 X251			Delivery Attention			
	Mailing Address	2304 Warrensville Center Road			Fax				Delivery Address			
	City, State & Zip	University Heights, Ohio 44118			Package #				City, State & Zip			
Notes Section:												
<input type="checkbox"/>	<u>QTY</u>	<u>Manufacturer</u>	<u>Part Number</u>	<u>Part Description</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Cost of Options</u>					
<input type="checkbox"/>	-1	Ford	99B	Remove Hybrid Engine To 3.3L Gas Engine	\$2,200.00	\$ (2,200.00)						
<input type="checkbox"/>						\$ -						
<input type="checkbox"/>						\$ -						
<input type="checkbox"/>	1	SFL	Ready For Patrol	2023 Utility Stock Program from Statewide Ford	\$59,718.00	\$ 59,718.00						
<input type="checkbox"/>			Black	Utility Interceptor, AWD, Hyrbid engine		\$ -						
<input type="checkbox"/>				LED ready headlamps, Red/Clear Light In Cargo Area		\$ -						
<input type="checkbox"/>				Heated Mirrors, Courtesy Lamps Inoperative		\$ -						
<input type="checkbox"/>				Global Unlock, Rear Door Handles Inoperative		\$ -						
<input type="checkbox"/>				Keyed Alike 1284X		\$ -						
<input type="checkbox"/>				Delivery charge (included)		\$ -						
<input type="checkbox"/>				Following Equipment Included In Stock Price:		\$ -						
<input type="checkbox"/>				Tall Man Recessed Partition With Center Sliding Window		\$ -						
<input type="checkbox"/>				Rear Partition With Upper Metal Screen		\$ -						
<input type="checkbox"/>				Replacement Seat With Outboard Seatbelts		\$ -						
<input type="checkbox"/>				Vertical Steel Window Guards		\$ -						
<input type="checkbox"/>				Dual Weapon Mount With Universal Locks		\$ -						
<input type="checkbox"/>				Havis Console With Dual Cup Holder & Height		\$ -						
<input type="checkbox"/>				Adjustable Armrest, Swing Arm For Laptop Cradle		\$ -						
<input type="checkbox"/>				Magnetic Mic		\$ -						
<input type="checkbox"/>				Secure Idle		\$ -						

Customer	University Heights Police Department		Reference Number	230535SR	Revision Level	0	Sales Rep Name	Steve Rick
QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options		
<input type="checkbox"/>			Following Warning Equipment Included In Stock Price:		\$ -			
<input type="checkbox"/>			*Cenator WeCanX Lightbar Tri Color		\$ -			
<input type="checkbox"/>			*Core Siren System		\$ -			
<input type="checkbox"/>			*100 Watt Speaker With Mounting Bracket		\$ -			
<input type="checkbox"/>			*Single Color LEDs For Side Cargo Windows		\$ -			
<input type="checkbox"/>			* (2) Tri Color Grille Lights		\$ -			
<input type="checkbox"/>			* (2) Tri Color Spoiler Lights		\$ -			
<input type="checkbox"/>			* (2) Single Color LEDs For Under Hatch		\$ -			
<input type="checkbox"/>			* (2) Red LED lights for corner of tail lights		\$ -			
<input type="checkbox"/>			The Following Equipment To Be Added To The Vehicle:		\$ -			
<input type="checkbox"/>	1	Whelen	LEGDX Upgrade To Dual Color Legacy Lightbar	\$ 500.00	\$ 500.00			
<input type="checkbox"/>	-1	Setina	Deduct Gun Mount Remove Gun Mount From Package	\$ 358.00	\$ (358.00)			
<input type="checkbox"/>	-1	Havis	Deduct Swing Arm Remvoe Swing Arm From Package	\$ 308.00	\$ (308.00)			
<input type="checkbox"/>					\$ -			
<input type="checkbox"/>					\$ -			
<input type="checkbox"/>					\$ -			
<input type="checkbox"/>					\$ -			
<input type="checkbox"/>					\$ -			
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<input type="checkbox"/>					\$ -			
<input type="checkbox"/>					\$ -			
<input type="checkbox"/>					\$ -			
<input type="checkbox"/>					\$ -			
				SubTotal	\$ 57,352.00			
				Installation				
<input type="checkbox"/> Check if Actual Shipping is to be Charged				Shipping	\$ -			
				Tax Rate	0.00%	\$ -		
				Total	\$ 57,352.00			

Unmarked Unit

Reference Number 230547SRrev1																																																																																																																																																									
Statewide Ford Lincoln 1108 W. Main Street Van Wert, Ohio 45891	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">Revision Level</td> <td style="text-align: center;">Revision 1</td> </tr> <tr> <td style="text-align: center;">Date</td> <td style="text-align: center;">4/4/2023</td> </tr> <tr> <td style="text-align: center;">Vehicle</td> <td style="text-align: center;">2023 Utility</td> </tr> <tr> <td style="text-align: center;">Status</td> <td style="text-align: center;">Quote Valid 30 Days</td> </tr> </table>	Revision Level	Revision 1	Date	4/4/2023	Vehicle	2023 Utility	Status	Quote Valid 30 Days	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">Sales Rep Name</td> <td style="text-align: center;">Steve Rick</td> </tr> <tr> <td style="text-align: center;">Purchase Order Number</td> <td></td> </tr> </table>	Sales Rep Name	Steve Rick	Purchase Order Number		<input checked="" type="checkbox"/> SFL Vehicle Build <input type="checkbox"/> Cust. Vehicle Build Estimated Time <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">Location Of Job</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> SEP Location</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Cust. Location</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Other</td> </tr> </table>	Location Of Job	<input checked="" type="checkbox"/> SEP Location	<input type="checkbox"/> Cust. Location	<input type="checkbox"/> Other																																																																																																																																						
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<i>Customer</i>		<i>University Heights Police Department</i>		<i>Reference Number</i>		<i>230547SRrev1</i>		<i>Revision Level</i>		<i>Revision 1</i>		<i>Sales Rep Name</i>		<i>Steve Rick</i>	
<input type="checkbox"/>	<u>QTY</u>	<u>Manufacturer</u>	<u>Part Number</u>	<u>Part Description</u>				<u>Unit Price</u>	<u>Extended Price</u>	<u>Cost of Options</u>					
<input type="checkbox"/>									\$ -						
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									\$ -						
								SubTotal	\$ 46,059.00						
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								<input type="checkbox"/> Check if Actual Shipping is to be Charged	Shipping					\$ -	
									Tax Rate					0.00% \$ -	
									Total					\$ 46,059.00	

Misc. Equipment

		Reference Number		230574SR																																																																																																																																																								
Statewide Emergency Products 1108 W. Main Street Van Wert, Ohio 45891		Revision Level	Revision 1		Sales Rep Name		<input type="checkbox"/> SFL Vehicle Build <input type="checkbox"/> Cust. Vehicle Build Estimated Time																																																																																																																																																					
		Date	4/12/2023		Steve Rick		Location Of Job <input type="checkbox"/> SEP Location <input type="checkbox"/> Cust. Location <input type="checkbox"/> Other																																																																																																																																																					
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	Contact Name	Sgt. Chris Ferkul		Phone	216-932-1800		Delivery Attention																																																																																																																																																					
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	City, State & Zip	University Heights, Ohio 44118		Package #			City, State & Zip																																																																																																																																																					
	Notes Section:	REVISED quote to remove IONs and list Whelen Vertex light heads per customer's request.																																																																																																																																																										
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Customer	University Heights Police Department		Reference Number	230574SR	Revision Level		Revision 1		Sales Rep Name	Steve Rick
QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options				
<input type="checkbox"/>	1	Magnetic Mic	MMSU-1	Magnetic Mic	\$ 35.00	\$ 35.00				
<input type="checkbox"/>	1	Setina	GK2001E	Dual T Rail Mount With 1 Black Rack	\$ 546.00	\$ 546.00				
<input type="checkbox"/>	1	Setina	PB450LSUV	Tri Color Push Bumper With Ion Lights	\$ 784.00	\$ 784.00				
<input type="checkbox"/>	1	Setina	FK0400ITU20	PB5 Fender Wraps	\$ 434.00	\$ 434.00				
<input type="checkbox"/>	1	VWFE	091-55-234BLK	Power Cover/Display	\$ 140.00	\$ 140.00				
<input type="checkbox"/>	1	VWFE	091-187-12	Autocharge 1200	\$1,150.00	\$ 1,150.00				
<input type="checkbox"/>	4	VWFE	390-5711-0	PDS	\$ 393.00	\$ 1,572.00				
<input type="checkbox"/>	1	VWFE	091-55-20-120	Auto Eject	\$ 387.00	\$ 387.00				
<input type="checkbox"/>	2	VWFE	091-264	USB-A/USB-C	\$ 109.00	\$ 218.00				
<input type="checkbox"/>	1	VWFE	091-219-5	USB Dual Port	\$ 70.00	\$ 70.00				
<input type="checkbox"/>						\$ -				
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<input type="checkbox"/>						\$ -				
<input type="checkbox"/>						\$ -				
<input type="checkbox"/>						\$ -				
				SubTotal	\$ 10,424.00					
				Installation						
				<input type="checkbox"/> Check if Actual Shipping is to be Charged	Shipping	\$ -				
				Tax Rate	0.00%	\$ -				
				Total	\$ 10,424.00					



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

BRYAN LOMBARDO,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CB4SWF	3/30/2023	CRADLEPOINT	5124094	\$2,367.80

QUOTE DETAILS

ITEM

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cradlepoint R1900-5GB - wireless router - WWAN - LTE 802.11a b g n ac ax	1	6506013	\$2,367.80	\$2,367.80

Mfg. Part#: MB03-19005GB-GA

Contract: Ohio State Term Schedule CDW-G # 534605 (534605)

SUBTOTAL \$2,367.80

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL \$2,367.80

PURCHASER BILLING INFO

Billing Address:
CITY OF UNIVERSITY HEIGHTS
ACCTS PAYABLE
2300 WARRENVILLE CENTER RD
UNIVERSITY HEIGHTS, OH 44118-3895
Phone: (216) 321-1939
Payment Terms:

DELIVER TO

Shipping Address:
UNIVERSITY HEIGHTS POLICE DEPT
ATTN: BRYAN LOMBARDO
2304 WARRENVILLE CENTER RD
UNIVERSITY HEIGHTS, OH 44118
Phone: (216) 321-1939
Shipping Method: DROP SHIP-GROUND

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Danny Kreamer | (877) 780-7014 | danny.kreamer@cdwg.com

Need Help?

My Account

Support

Call 800.800.4239



TO: Mayor Brennan and Members of City Council
FROM: Kelly M. Thomas, Clerk of Council
DATE: April 12, 2023
RE: Authorization to Participate in the ODOT 018-24 Winter Contract for Road Salt

The State of Ohio, Department of Transportation has offered the City of University Heights as opportunity to participate in their 018-24 Winter Contract for Road Salt.

During the 2022-2023 winter season the City has used approximately 1,896.50 tons of salt. With the previously approved ODOT 18-23 Winter Contract the City of University Heights will have approximately 1,200 tons stored in the Cleveland Heights salt storage facility at the beginning of the season.

During the winter of 2023-2024 it is anticipated that 2,500 tons will be required, 1,000 tons through the city's facility and 1,500 tons from the Cleveland Heights facility. The salt will be delivered during the winter to both our storage facility and the City of Cleveland Heights storage facility.

Mr. John Pucella has respectfully requested City Council to authorize the attached resolution and allow the Mayor to enter into the agreement for participation in ODOT Road Salt Contracts Awarded in 2023. The agreement will require the purchase of between 90% and 110% of the 2,500 tons contract quantity at the awarded bid price (2,250 to 2,750 tons).

Stats provided by John Pucella:

Started 2022 Winter season with approx. 895.65 tons
Winter Season 2022/23 used approx. 696.50 tons
Approx. 199.15 tons remaining
Ordered 2,250 tons around March 31, 2023

Should there be any questions contact John Pucella.

Resolution 2023-16
RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2023

WHEREAS, the **(City of University Heights, Cuyahoga County)** (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and
- d. The Political Subdivision's **electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and**
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Monday, May 1st, **by 5:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

_____	(Authorized Signature)	_____	Approval Date
Mayor Michael Dylan Brennan			
_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date
Kelly M. Thomas, Clerk of Council			
_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date

Approved to Form: Luke F. McConville, Law Director

THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN MAY 1st, 2023.

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

ORDINANCE NO. 2023-17

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

AN ORDINANCE AUTHORIZING THE MAYOR TO EXTEND THE AGREEMENT FOR RECYCLING PROCESSING SERVICES BETWEEN UNIVERSITY HEIGHTS AND KIMBLE COMPANY AND DECLARING AN EMERGENCY

WHEREAS, Council found in Ordinance No. 2020-43 that the City of University Heights (“the City”) participated in the Consortium, organized by the Cuyahoga County Solid Waste District, comprising the communities of Beachwood, Cleveland Heights, Highland Hills, Independence, Lyndhurst, Moreland Hills, Pepper Pike, Shaker Heights, Solon, Woodmere, and the City to request proposals for the processing of recyclables collected within the participating communities; and

WHEREAS, Council found in Ordinance No. 2020-44, (1) on behalf of the participants in the Consortium, the Cuyahoga County Solid Waste District advertised an Invitation to Bid for Recycling Processing Services in The Plain Dealer on May 31, 2020 and June 3, 2020; (2) on June 26, 2020, bids were received from four (4) companies and publicly opened; (3) on July 14, 2020 representatives from the Consortium communities met to review the bids and select the lowest and best bidder; and (4) following the bid review, the Consortium communities, including the City, determined that Kimble Company has submitted the lowest and best bid and therefore it is in the best interest of the City to award a contract to Kimble Company for recycling processing services for the term to commence October 1, 2020; and

WHEREAS, pursuant to Ordinance No. 2020-44 Council (1) approved the recommendation of the Consortium to select the bid submitted by Kimble Company as the lowest and best and to award the contract to Kimble Company to provide recycling processing services for the City; and (2) authorized Mayor Michael Dylan Brennan to execute and deliver to Kimble Company a copy of Ordinance 2022-44, which served as a Notice of Award, and to execute, on behalf of the City, the Agreement for Recycling Processing Services (“Recycling Agreement”) attached hereto as Attachment A in its final executed form and incorporated by reference; and

WHEREAS, the Recycling Agreement provided for an initial service period of two years, with year one being from October 1, 2020, to September 30, 2021, and year two being from October 1, 2021, and September 30, 2022; and

WHEREAS, the Recycling Agreement permits an optional extension of the initial service period for up to two years, with optional extension year one being from October 1, 2022, to September 30, 2023 (“Option Year 1”), and option extension year two being from October 1, 2023 to September 30, 2024 (“Option Year 2”); and

WHEREAS, Article II of the Recycling Agreement states that “[t]he City shall provide written notice to the Contractor of the City’s desire to renew and extend [the Recycling Agreement] on or before **May 1, 2022 and May 1, 2023**, respectively, and the Contractor shall provide written consent to the City to renew and extend [the Recycling Agreement] on or before **June 1, 2022 and June 1, 2023**, respectively[;]” and

WHEREAS, the City currently pays \$101.85 per ton of bagged recyclable materials, and the Recycling Agreement provides that the price per ton of bagged recyclable materials shall be \$105.92 in Option Year 2; and

WHEREAS, the Recycling Agreement allows the City to convert to a recycling system that collects loose recyclables, after which the City would currently pay \$73.20 per ton of loose recyclable material, or \$76.13 per ton of loose recyclable materials in Option Year 2; and

WHEREAS, the Recycling Agreement allows the City cancel the Recycling Agreement with at least sixty (60) days’ notice if the City converts to automated collection or a private hauler;

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

Section 1. The City shall extend the Recycling Agreement on its current terms according to the rates set therein for one year from **October 1, 2023, to September 30, 2024**

Section 2. Council hereby authorizes Mayor Michael Dylan Brennan, to execute and deliver to Kimble Company a copy of this Ordinance, which will also serve as a notice of renewal and extension, and to execute, on behalf of the City, an Agreement extending the Recycling Agreement for one year from **October 1, 2023, to September 30, 2024**, on its current terms according to the rates set therein, with no other terms added or changed.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, the emergency being the need to provide notice of renewal of the City's contract for recycling services before **May 1, 2022 2023**. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed: _____

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved
as to form: _____
Luke F. McConville, Law Director



UNIVERSITY HEIGHTS

MEMO

TO: City Council
FROM: Mayor Michael Dylan Brennan *MDB*
RE: Second Option Year on Recycling Processing
DATE: April 14, 2023

In 2020 the City of University Heights contracted with Kimble through the Cuyahoga County Solid Waste District East Side Consortium for the transfer and processing of recyclables collected in the City.

Our current contract requires notice prior to May 1, 2023 to exercise an extension of services. As the City Council has declined to support or fund the conversion to loose recycling collected curbside as recommended in the May 2020 Solid Waste Study, I therefore recommend in the alternative continuation of recycling processing services under the current contract Option Year Two.

Exercise of the option requires a letter of notification to be sent to Kimble. Kimble then has until June 1, 2023 to notify whether they accept. After consultation with Joe Sciarretti of Kimble, I anticipate Kimble's acceptance.

For your convenience I've attached a copy of the contract. There are the rates:

Contract Year 1 (10/1/20 to 9/30/21):	\$96.00 per ton
Contract Year 2 (10/1/21 to 9/30/22):	\$98.88 per ton
Option Year 1 (10/1/22 to 9/30/23):	\$101.85 per ton
Option Year 2 (10/1/23 to 9/30/24):	\$105.92 per ton

I therefore request City Council motion to authorize the Mayor to continue contracted service with Kimble through Option Year 2 from October 1, 2023 through September 30, 2024.



Kimble Recycling & Disposal, Inc.

P.O. Box 448

Dover, OH 44622

Phone: (800) 201-0005

Fax: (330) 343-7560

www.kimblecompanies.com

5/03/22

Mr. Jeffrey Pokorny
2300 Warrensville Center Road
University Heights, Ohio 44118-3895

Mr. Pokorny,

Please accept this letter as the Kimble Company's acceptance of the renewal letter we received from the City of University Heights on 4/20/21.

According to Article II of the Agreement, "following the initial term of the Contract, the City may, by mutual agreement, renew and extend the Contract for two consecutive one-year terms ending on September 30, 2023, and September 30, 2024, respectively. The City shall provide written notice to the Contractor of the City's decision to renew and extend this Contract on or before May 1, 2022, and May 1, 2023, respectively".

The price for Option Year 1 for recycling processing services shall be \$101.85 per ton (bagged material) according to the price schedule in EXHIBIT A: PRICE SHEET of the Agreement.

We look forward to the continued partnership.

Respectfully,

Joe Sciarretti
Kimble Recycling & Disposal, Inc.
Northern Ohio Sales Manager
(330) 432-3229
jsciarretti@kimblecompanies.com



Energy, materials, recycling and disposal done right.

3596 State Route 39 NW

Dover, Ohio 44622

PHONE 330-343-5665 FAX 330-343-0411

April 11, 2022

Michael Dylan Brennan
Mayor and Safety Director
2300 Warrensville Center Road
University Heights, Ohio 44118

RE: Renewal for Recycling Processing Services

Dear Mayor,

Kimble Company (Kimble) is pleased the City of University Heights (City) is considering a renewal of our agreement for recycling processing services. Per our current agreement, written notice is to be received by Kimble prior to May 1, 2022 for renewal based on our agreement and terms contained in the bid submitted by Kimble. Upon receipt of written notice of the City's intent to renew, Kimble will respond to approve a renewal prior to June 1, 2022. Currently your processing rate is based on receiving bagged recyclable materials. If the City decides to change by sending recyclable materials loose, your rate will be based on the rate bid for receiving recyclable materials loose

On March 5, 2022, Council member Sheri Sax reached out to me to have an understanding how Kimble processes the residential recyclable materials that are received at our materials recovery facility (MRF) in Twinsburg. Then on March 17, 2022, I was told she was the chair of the services and utility committee and asked if I would attend a committee meeting on May 3, 2022. I accepted and will attend to inform the committee how Kimble processes recyclable materials.

I look forward to the opportunity to address the services and utility committee. As a family owned business and one of Ohio's leading providers of solid waste management and recycling services, we point proudly to our technical experience, operating record, environmental compliance and financial soundness. Kimble appreciates the opportunity to continue our relationship with the City of University Heights.

Sincerely,

A handwritten signature in blue ink that reads "Don R. Johnson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Don R. Johnson

Cc. Council members Sheri Sax and Justin Gould
Service Director, Jeff Pokorny
Kimble Municipal Representative, Joe Sciarretti



Kimble Recycling & Disposal, Inc.
P.O. Box 448
Dover, OH 44622
Phone: (800) 201-0005
Fax: (330) 343-7560
www.kimblecompanies.com

April 20, 2021

Luke F. McConville
Nicola, Gudbranson & Cooper, LLC
25 West Prospect Ave., Suite 1400
Cleveland, OH 44115

RE: Agreement for Recycling Processing Services

Dear Luke:

Enclosed is the Agreement for Recycling Processing Services executed by Keith B. Kimble. Additionally, I noticed the contract lacked the necessary financial certificate per ORC 5705.44. I have attached that certificate to the enclosed contract after the signature page. If it meets your approval, please have it signed. Please forward a fully executed copy of the contract for my records when available. Thank you for your attention and cooperation in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Nathan Vaughan".

Nathan Vaughan
General Counsel for Kimble Recycling & Disposal, Inc.
Phone: 330-343-1226 ext. 2304
Email: nvaughan@kimblecompanies.com

NDV/cbo

Encls.

cc: Keith Walker (via email)
Don Johnson (via email)
Amanda Simmons (via email)

**AGREEMENT FOR
RECYCLING PROCESSING SERVICES**

THIS AGREEMENT for the processing of Recyclable Materials collected by the City of University Heights is entered into by and between the City of University Heights, a municipal corporation in the County of Cuyahoga, State of Ohio (the "City") and Kimble Company (the "Contractor").

WITNESSETH

WHEREAS, pursuant to Ordinance/Resolution No. 2020-44, the City is authorized to participate in a municipal consortium to obtain bids for Recycling Processing Services and the Cuyahoga County Solid Waste District was authorized to issue an Invitation to Bid on behalf of the Consortium; and,

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on May 31, 2020 and June 3, 2020 and the evaluation of the Bids, the Consortium selected the Contractor as the Successful Contractor and recommended that each Consortium Community enter into an agreement for Recycling Processing Services with the Contractor; and,

WHEREAS, the City has considered the Bids and recommendation of the Consortium; and, the City, pursuant to Ordinance/Resolution No.2020-44, approved the Contract and authorized the Mayor to execute the Contract by and on behalf of the City and the City has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

ARTICLE I: DEFINITIONS

The capitalized terms used herein are defined in **Exhibit B: Definitions**.

ARTICLE II: TERM AND RENEWAL TERMS

This Contract shall be effective on October 1, 2020 and shall terminate on **September 30, 2022**. Following the initial term of the Contract, the City may, by mutual agreement, renew and extend the Contract for two consecutive **one-year** terms ending on **September 30, 2023** and **September 30, 2024**, respectively. The City shall provide written notice to the Contractor of the City's desire to renew and extend this Contract on or before **May 1, 2022** and **May 1, 2023**, respectively, and the Contractor shall provide written consent to the City to renew and extend the Contract on or before **June 1, 2022** and **June 1, 2023**, respectively.

ARTICLE III: STATEMENT OF WORK

During the Term, the Contractor will perform the services set forth in this Article III and also set forth in the Invitation to Bid and the Contractor's Bid, which are incorporated herein by reference, including, but not limited to, the provision of all labor, materials, equipment, management, facilities, record keeping, and billing related to the provision of services. The Contractor agrees to perform all services hereunder in a safe and **workmanlike manner**, and in full compliance with all applicable laws, regulations, and ordinances of any federal, state or local governmental entity. The Contractor represents and warrants that the all facilities used in the performance of this Contract are, and shall remain, properly permitted, licensed and available to the City.

1. Recycling Processing Services

- a. Receipt of Recyclable Materials. The Contractor shall receive all Recyclable Materials delivered by the City to the Kimble Transfer and Recycling Facility and upon acceptance, shall transfer title of the Recyclable Materials to the Contractor. Notwithstanding anything to the contrary in this Agreement, Contractor does not accept title or liability for hazardous, radioactive, infectious wastes or any materials containing such prohibited materials. The Contractor must receive the City vehicles in such a manner so as to allow the vehicles to unload and return to service in a timely fashion. The Contractor must weigh all Recyclable Materials delivered and provide either an electronic ticket or a weight ticket to the driver of the City vehicle.
- b. Material Recovery Facility (MRF). The Contractor shall utilize its Material Recovery Facility, located at 8500 Chamberlain Road, Twinsburg, Ohio 44087 for the processing of Recyclable Materials delivered by the City. This facility shall be open to receive deliveries from 7:00 a.m. to 5:00 p.m. Monday through Friday and 7:00 a.m. to 11:00 p.m. on Saturdays, excluding holidays.
- c. Recyclable Materials. Acceptable Recyclable Materials include mixed paper, cardboard, cartons, metal and bi-metal cans, and glass and plastic bottles, jars and jugs.
- d. Recycling Processing Services. The Contractor shall provide all facilities, equipment, labor, expertise and management needed to process and market the Recyclables delivered by the City. The Contractor shall ensure that all Recyclable Materials received from the City are Recycled except for those materials that are rejected due to contamination or grading requirements. The Contractor shall sort and prepare the Recyclables for sale to recycling markets and transport to end-users. The Contractor must have established relationships with recycling markets that are sufficient to ensure that the Recyclable Materials delivered by the City are Recycled during all market conditions. On an annual basis, the Contractor must identify the companies to which they sell the Recyclables and provide verifiable information that the Recyclable Materials delivered to the Contractor by the City are being continuously delivered to a recycling market as more particularly detailed in Contractor's Bid Form 4.
- e. Recycling Terms and Conditions. The Contractor may inspect each load delivered by the City for excessive contamination or quality issues. Excessive contamination is defined as any load containing more than 22% of unacceptable or non-Recyclable Materials. The Contractor is not required to accept loads containing excessive contamination and will utilize the process described in **Bid Form 4 and Bid Form 9: Recycling Terms and Conditions** contained in the Bid to identify and manage these loads.
- f. Recycling Composition Analysis. At the request of the City or the Consortium, the Contractor shall perform a composition analysis of a representative sample of the materials delivered by the City or the Consortium for the purpose of determining contamination levels and Recyclable Material percentages. This shall be required no more than once annually during the Term. If requested, the analysis would be performed at the Contractor's expense and according to a mutually agreed upon procedure.
- g. City Collection Method Change. The City of University Heights reserves the right to change its methods of collection of recyclables to a single stream collection method. In the event of said change, and provided the City supplies Contractor with 60 days advanced written notice of the same, the City shall pay the Recycling Processing Services prices set forth on Exhibit A for loose recyclables materials in lieu of the prices for bagged recyclable materials. All other prices in this Agreement shall remain unchanged.

2. Container Services

Upon request by the City, the Contractor shall provide container rental and hauling services to collect OCC and Mixed Paper. The Contractor shall provide the containers and must pick up and replace the containers within 24 hours of receiving a pick-up request from the City.

ARTICLE IV: STATEMENTS, PAYMENTS AND INVOICES

1. Compensation

During the Term, the City agrees to pay the Contractor the amounts as set forth in **Exhibit A: Price Sheet**, and in **Contractor's Bid Form 9**, which includes all direct and indirect costs related to Recycling Processing Services and for Container Services.

2. Record Keeping – Monthly and Annual Report

During the term of this Contract, the Contractor shall send to the City, a statement documenting the tonnage of **Recyclables** received from the City during the previous month. This statement must be submitted with the monthly invoice to the City. The Contractor shall also submit a year-end annual report. The year-end report will be due within 30-days after the end of the reporting year and include a month by month accounting of the tonnage of Recyclable Materials delivered to the Transfer Station.

3. Billing Service and Payment

The Contractor will invoice the City for services rendered within ten (10) days following the end of the month. The invoice will be sent to City Hall at the attention of the Finance Department.

4. Fuel Adjustments

The Contractor will not apply a Fuel Price Adjustment at any time during the term of this Contract.

ARTICLE V - PERFORMANCE BOND AND INSURANCE

1. Performance Bond.

Within ten (10) days after receiving the Notice of Award, the Contractor after receiving a Notice of Award, will furnish a Performance Bond in the amount equal to 100% of the estimated first year contract price, as set forth in Exhibit A, executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. Such Performance Bond or other acceptable security shall be attached hereto as **Exhibit E**. The Performance Bond will be issued annually for each contract year during the Term. The entire cost of the bond(s) will be paid for by the Contractor.

2. Insurance.

The Contractor will at all times during the Contract maintain in full force and effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the City, and Contractor will furnish the City certificates of insurance or other evidence satisfactory to the City evidencing the required insurance has been procured and is in force. Contractor will, upon written request from the City, provide the City with original copies of the policies and all endorsements to any such policies.

The City and its council members, officers, representatives, agents, and employees will be additional insureds on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City, which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverages provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

Insurance Coverage Requirements - Minimum limits of liability, terms and coverage	
Coverage	
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.

3. Workers' Compensation Coverage.

Prior to commencing work under this Contract, the Contractor shall furnish to the City satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Contract. Such proof must be included as **Exhibit C**. The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis when such proof expires. The Contractor shall hold the City free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Contract.

ARTICLE VI - INDEMNIFICATION

1. General Indemnity.

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Indemnatee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the services under this Contract, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Contract.

2. Environmental Indemnity.

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Indemnatee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Contract.

3. Indemnity Not Limited.

In any and all claims against the City, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance.

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the services pursuant to this Contract, declare the Contractor is in default of its

obligations under this Contract or take such action the City deems necessary to assure that the services will be available to the City.

2. Breach of Contract; Termination.

Upon the material failure of the Contractor to comply with the terms or conditions of this Contract, the City may terminate the Contract in the following manner: The City shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Contract. The Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure(s) identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the services, the City may terminate this Contract. Any such termination shall not take effect until the City is able to secure alternate or substitute performance. The City may commence the process to obtain an alternate or substitute service provider for the services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City, in the exercise of the reasonable discretion of the City.

3. Surety or City Cover in the Event of a Material Failure.

In the event of termination, the Contractor's surety, as required by Article V, Paragraph 1 herein, shall have the right to take over and perform under the Contract. However, if the surety does not commence performance, the City shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to provide or obtain cover, the effective termination date may be delayed by the City until the City completes the process of obtaining a substitute service provider of the services. In such event, the Contractor shall continue to perform its responsibilities under this Contract until the effective date of termination. Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the services. A bona fide complaint is a complaint that the City has investigated and determined represents failures of the Contractor to provide the required services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City income taxes.

4. Termination for Change of Control of Contractor or City Collection Method Change.

(a) The award of this Contract is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Contract, the Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Contract upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Contract until such time as the City is able to obtain alternate or substitute service.

(b) The City of University Heights reserves the right to change their methods of collection of recyclables and or residential solid waste. In the event the City enters into a contract for said services with a private company and provides Contractor with notice and the opportunity to bid in a competitive bid, this Agreement shall terminate upon the earlier of (i) the termination date set forth in Article II of this Agreement, or (ii) the effective date of the agreement for solid waste and/or recycling collection between the City and the winner of the competitive bid. Alternatively, in the event the City automates collection methods in-house at any time during this contract, the City shall provide the Contractor at least 60 days notice prior to the effective date of such agreement, and upon the expiration of said notice period this Contract shall terminate.

5. Force Majeure.

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a Party required to perform, including without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.

ARTICLE VIII. MISCELLANEOUS

1. Entire Agreement

This Contract, the Invitation to Bid, Contractor's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Contract may be modified or amended only by a writing signed by both parties.

2. Communications and Notices

The City shall communicate directly with Mr. Don Johnson or his designee, and at his direction, shall consult with the personnel of the Contractor or other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

The Contractor shall communicate directly with the City Service Director or his/her designee, and at his/her direction, with the personnel of the City and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

Any notices or reports required by this Contract shall be in writing and sent by the City and the Contractor in the United States mail to the address below:

As to the City:

Jeff Pokorny
City of University Heights
7800 Warrensville Center Road
University Heights, OH 44118
(216) 932-7800
jpokorny@universityheights.com

As to the Contractor:

Don Johnson
Kimble Transfer & Recycling
3596 State Route 39, NW
Dover, OH 44622
(330) 343- 1226
djohnson@kimblecompanies.com

With a copy to:

Kimble Recycling & Disposal, Inc.
Attn: Legal Department
3596 State Route 39, NW
Dover, OH 44622

3. Waiver

No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Contract by the City or the Contractor will be effective unless in writing signed by the City and the Contractor.

4. Applicable Law

This Contract will be governed by, and construed in accordance with, the laws of the State of Ohio.

5. Optional Opt-In

Additional Cities/Villages located within the Solid Waste Management District may "opt in" at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

6. Unenforceable Provision

If any provision of this Contract is in any way unenforceable, such provision will be deemed stricken from this Contract and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

7. Binding Effect

This Contract will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

8. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Contract to anyone other than the City or the Contractor and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City or the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

CITY OF UNIVERSITY HEIGHTS

Michael Dorian Brennan
Name

MAYOR
Title

[Signature]
Signature

10/29/2020
Date

Approved by City Attorney or Village Law Director

Signature

Date

KIMBLE COMPANY

Name

Title

Signature

Date

5. Optional Opt-In

Additional Cities/Villages located within the Solid Waste Management District may "opt in" at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

6. Unenforceable Provision

If any provision of this Contract is in any way unenforceable, such provision will be deemed stricken from this Contract and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

7. Binding Effect

This Contract will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

8. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Contract to anyone other than the City or the Contractor and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City or the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

CITY OF UNIVERSITY HEIGHTS

Name Title

Signature Date

Approved by City Attorney or Village Law Director

Signature Date

KIMBLE COMPANY

Keith B. Kimble

Name Title
President

Keith B. Kimble

Signature Date
4/20/21

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this Agreement has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from an previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Name: _____

Title: _____

Date: _____

EXHIBIT A: PRICE SHEET

Recycling Processing Services* Price per ton to be charged for the processing of recyclables at the MRF.	
Contract Year	Price per ton (bagged material)
Year 1: 10/1/20 – 9/30/21	\$96.00
Year 2: 10/1/21 – 9/30/22	\$98.88
Option Year 1: 10/1/22 – 9/30/23	\$101.85
Option Year 2: 10/1/23 – 9/30/24	\$105.92

In the event the City converts to a recycling system to collect loose recyclables, the following prices for recycling processing services will be charged.

Recycling Processing Services* Price per ton to be charged for the processing of recyclables at the MRF.	
Contract Year	Price per ton (loose material)
Year 1: 10/1/20 – 9/30/21	\$69.00
Year 2: 10/1/21 – 9/30/22	\$71.07
Option Year 1: 10/1/22 – 9/30/23	\$73.20
Option Year 2: 10/1/23 – 9/30/24	\$76.13

Container Services for OCC and Mixed Paper Recycling					
	10-yard	20-yard	40-yard		
Container Rental Fee	\$62.50 / mo.	\$62.50 / mo.	\$62.50 / mo.		
	Price Per pull	Price per pull	Price per pull	Price per ton	
Year 1: 10/1/20 – 9/30/21	\$287.00	\$287.00	\$287.00	<u>Mixed Paper** / OCC</u> \$38.00	\$0.00
Year 2: 10/1/21 – 9/30/22	\$296.00	\$296.00	\$296.00	\$38.00	\$0.00
Option Year 1: 10/1/22 – 9/30/23	\$305.00	\$305.00	\$305.00	\$38.00	\$0.00
Option Year 2: 10/1/23 – 9/30/24	\$317.00	\$317.00	\$317.00	\$38.00	\$0.00

*Any loads with excessive contamination may be disposed as solid waste at the rates shown for container services for solid waste as more particularly specified in Contractor's Bid.

**Includes mixed paper and mixed paper with OCC.

EXHIBIT B: DEFINITIONS

"Bid" means a proposal submitted to the Consortium in response to the Invitation to Bid as described herein and all attachments thereto including the June 26, 2020 cover letter.

"Bid Attachment" means the supplemental information required by the Consortium to be submitted with the Bid Forms.

"Bid Bond" means a bond issued in the name of each individual Consortium Community in the amount of \$2,000 guaranteeing that if the Bid is accepted, a Contract will be entered into by the Bidder and each Community.

"Bidder" means a person, partnership, joint venture or corporation submitting a Bid to the Consortium in response to the Invitation to Bid to provide Recycling Processing Services.

"Bid Documents" means the documents prepared and furnished by the District on behalf of the Consortium. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include the Legal Notice, Instructions to Bidders, Form of Contract, Bid Forms and all attachments thereto.

"Bid Form" means the forms provided by the Consortium in the Bid Documents on which all Bids must be submitted.

"City" means the Contracting Community.

"Consortium" and **"Consortium Communities"** means the Cities and Villages participating in this Invitation to Bid that have passed resolutions authorizing participation.

"Consortium Resolutions" means the resolutions of the legislative bodies of the Contracting Communities authorizing participation in the Consortium.

"Contract" means the agreement entered into by and between the Successful Contractor and the Contracting Community.

"Contracting Community" means the Consortium Community that enters into an agreement with the Successful Contractor.

"Contractor" means a person, partnership, joint venture or corporation that will provide the Recycling Processing Services.

"District", "District Offices" and "Solid Waste District" means the Cuyahoga County Solid Waste District with offices located at 4750 East 131 Street, Garfield Heights, OH 44105.

"Holiday" means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

"Invitation to Bid" means the request of the Consortium for Solid Waste Disposal and Recycling Processing Services issued by the Cuyahoga County Solid Waste District.

"Material Recovery Facility or MRF" means the facility provided by the Contractor that has the adequate capacity, equipment, and labor needed to receive, sort, process, and prepare all commingled cans, glass, plastic, paper, cardboard and cartons delivered by the Contracting Communities for shipment to a recycled product manufacturer.

"Notice of Award" means written notification that a Bid has been accepted by a Contracting Community.

"Notice to Proceed" means written notice from a Contracting Community to commence the Recycling Processing Services.

"Performance Bond" means the bond insuring performance of the Recycling Processing Services to be submitted to each Contracting Community upon Contract award in substantially the same form as that included in the Bid Documents.

"Recyclables" and "Recyclable Materials" means residential mixed paper, cardboard, cartons, aluminum, steel and bi-metal cans; glass bottles and jars; and plastic bottles and jugs at a minimum.

“Recycled” and “Recycling” as defined in Chapter 3745 of the Ohio Administrative Code and/or the regulations promulgated thereunder.

“Recycling Processing Services” means all services relating to the receiving, sorting, baling and other handling of Recyclables delivered by the Consortium Communities in order to prepare the Recyclable Materials for shipment and sale to recycling markets to be made into new products.

“Solid Waste” means unwanted residual or semi-solid materials resulting from community, commercial, industrial and agricultural operations, but excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid waste does not include any material that is an infectious or hazardous waste. Solid Waste includes Solid Waste, Catch Basin Debris and Street Sweepings.

“Solid Waste Landfill or Landfill(s)” means the Ohio EPA permitted and licensed facility or facilities to be used for the disposal of Solid Waste generated by the Consortium and delivered to the Solid Waste Transfer Station.

“Successful Contractor” means the Recycling Company selected by the Consortium to provide Recycling Processing Services.

“Term” means the duration of the Contract, including all executed option years, as defined by Article II of this Contract.

EXHIBIT C: WORKERS' COMPENSATION CERTIFICATE

Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00268946

KIMBLE COMPANY
PENN OHIO COAL CO
3596 STATE ROUTE 39 NW
DOVER, OH 44622-7232

Period Specified Below
07/01/2020 to 07/01/2021



www.bwc.ohio.gov

Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

EXHIBIT D: CORPORATION AFFIDAVIT

CORPORATION AFFIDAVIT

STATE OF OHIO
COUNTY OF TUSCARAWAS ss:

Keith B. Kimble, being duly sworn, deposes and says that he is President of Kimble Company, a Corporation organized and existing under and by virtue of the laws of the State of Ohio, and having its principal office at:

3596 S.R. 39, NW, Dover, Ohio 44622

Street Address/City/State/Zip Code

AFFIANT further says that he/she is familiar with records, minutes, books and bylaws of:

Kimble Company

Name of Corporation

AFFIANT further says that: Keith B. Kimble

Name of Officer/Title

is duly authorized to sign the Agreement for the following:

Agreement for Recycling Processing Services

Name of Agreement

for said Corporation by virtue of:

authority in bylaws

(State whether a provision of bylaws or resolution by Board. If resolution, give date of adoption.)

Keith B. Kimble
Keith B. Kimble, President

Sworn to before me and subscribed in my presence this 30 day of September, 2020.

Nathan D. Vaughn
Notary Public
My commission Expires: No Expiration



Nathan D. Vaughn Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec 147.03 R.C.

EXHIBIT E: PERFORMANCE BOND

To be provided by the Contractor within one week following the execution for the agreement

Performance Bond

Bond No: 871390

KNOW ALL MEN BY THESE PRESENTS, that we Kimble Company, 3596 State Route 39 NW, Dover, OH 44622, the Principal, and Evergreen National Indemnity Company, 6140 Parkland Blvd, Suite 321, Mayfield Heights, OH 44124, the Surety, are held and firmly bound unto the City of University Heights, 2300 Warrensville Center Road, University Heights, OH 44118, the Oblige, in the penal sum of Twenty Eight Thousand Four Hundred Ninety Eight and 00/100 Dollars (\$28,498.00) for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for the Recycling Processing, with the above mentioned Oblige, which contract is hereby incorporated herein as if fully rewritten Notwithstanding, any terms and provisions specifically modified herein shall have the meaning given in this bond.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, then this obligation shall be null and void; subject, however, to the following conditions:

1. This bond is for the term beginning October 1, 2020 and ending September 30, 2021.
2. If there is no breach or default on the part of the Oblige, then the Surety's performance obligation under the bond shall only arise after:
 - a. The Oblige has notified the Principal and the Surety in writing at their respective addresses of the alleged breach with a detailed description thereof, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during the notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Oblige, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an agreement shall not waive the Oblige's right, if any, to subsequently declare a Principal default;
 - b. The Oblige has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
 - c. The Oblige has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Oblige.
3. No claim, action, suit or proceeding, except as herein set forth, shall be had or maintained against the Surety pursuant to this bond unless same be brought or instituted and process served upon the Surety within six months after the completion of the contract.
4. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.
5. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Oblige recoverable under this bond.
6. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

Signed, sealed and executed this 5th day of October, 2020

Kimble Company
Principal

Evergreen National Indemnity Company
Surety

By:



President
Title

By:



Hilarie D Frankenberry, Attorney-in-Fact

(Corporate Seal)

(Corporate Seal)

Witness:



Witness:



Denise M Borowy, Witness

EVERGREEN NATIONAL INDEMNITY COMPANY

**MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY**

POWER NO 871390

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: *** Hilarie D Frankenberry ***

Its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Twenty Eight Thousand Four Hundred Ninety Eight and 00/100 Dollars (\$28,498.00). This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached"

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: Matthew T. Tucker
Matthew T. Tucker, President
By: David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Corporation, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022

Penny M. Hamm
Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 6th day of October 2020



Wen C. Collier
Wen C. Collier, Secretary

Effective Date: January 19, 1940

Expiration Date: June 30, 2021

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

EVERGREEN NATIONAL INDEMNITY COMPANY

NAIC No. 12750

is organized under the laws of this State as of December 30, 1939 and is authorized to issue policies and transact business under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Private Passenger Auto - Liability
Allied Lines	Private Passenger Auto - No Fault
Boiler & Machinery	Private Passenger Auto - Physical Damage
Burglary & Theft	Surety
Commercial Auto - Liability	Workers Compensation
Commercial Auto - No Fault	
Commercial Auto - Physical Damage	
Earthquake	
Fidelity	
Fire	
Glass	
Inland Marine	
Multiple Peril - Commercial	
Multiple Peril - Homeowners	
Multiple Peril - Homeowners	
Ocean Marine	
Other Liability	

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Jillian Froment, Director



Evergreen National Indemnity Company

Certificate

2019

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance

Statement of Income

Direct Written Premium	37,219,302
Reinsurance Assumed	2,513,627
Reinsurance Ceded	(20,986,548)
Net Written Premium	<u>18,746,381</u>
Change in Unearned	(2,407,455)
Net Earned Premium	<u>16,338,926</u>
Losses & LAE Incurred	3,747,937
Net Commission Expense	8,197,075
Other Expenses	<u>3,988,477</u>
Underwriting Gain/ (Loss)	405,237
Net Investment Income	1,714,872
Net Realized Capital Gains (Loss)	33,997
Other Income/ (Expense)	<u>5,298</u>
Income Before FIT	<u>2,159,404</u>
Federal Income Tax	366,423
Net Income	<u>1,792,981</u>

Balance Sheet

ASSETS	
Invested Assets	54,197,789
Uncollected premium and agents' balances	1,969,595
Reinsurance Recoverable	224,597
Other Assets	<u>481,694</u>
Total Assets	<u>56,873,675</u>
Liabilities & Surplus	
Unearned Premium Reserve	8,609,259
Loss & LAE Reserves	5,350,652
Ceded Reinsurance Payable	2,556,116
Other Liabilities	<u>3,415,510</u>
Total Liabilities	<u>19,931,537</u>
Surplus	<u>36,942,138</u>
Total Liabilities & Surplus	<u>56,873,675</u>

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2019



David A. Canzano, Treasurer

ORDINANCE NO. 2023-18

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

AN ORDINANCE AUTHORIZING THE MAYOR TO EXTEND THE AGREEMENT FOR SOLID WASTE DISPOSAL SERVICES BETWEEN UNIVERSITY HEIGHTS AND BFI OF OHIO (Browning Ferris Industries of Ohio, Inc.) AND DECLARING AN EMERGENCY

WHEREAS, Pursuant to Ordinance No. 2020-43, the City is authorized to participate in a municipal consortium to obtain bids for Solid Waste Disposal Services and the Cuyahoga County Solid Waste District was authorized to issue an Invitation to Bid on behalf of the Consortium; and,

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on May 31, 2020 and June 3, 2020 and the evaluation of the Bids, the City selected the Contractor as the Successful Contractor and recommends an agreement for Solid Waste Disposal with the Contractor; and

WHEREAS, Article II of the Agreement for Solid Waste Disposal Services states that “[t]he City shall provide written notice to the Contractor of the City’s desire to renew and extend this contract on or before **May 1, 2022 and May 1, 2023**, respectively, and the Contractor shall provide written consent to the City to renew and extend the contract on or before **June 1, 2022 and June 1, 2023**, respectively[;]” and

WHEREAS, the City currently pays \$42.44 per ton of solid waste materials, and the Solid Waste Agreement provides that the price per ton of solid waste materials shall be \$44.21 in Option Year 2; and

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

Section 1. The City shall extend the Agreement for Solid Waste Disposal Services on its current terms according to the rates set therein for one year from **October 1, 2023 to September 30, 2024**.

Section 2. Council hereby authorizes Mayor Michael Dylan Brennan, to execute and deliver to BFI (Browning Ferris Industries of Ohio, Inc.) a copy of this Ordinance, which will also serve as a notice of renewal and extension, and to execute, on behalf of the City, an Agreement extending the Solid Waste Agreement for one year from **October 1, 2023, to September 30, 2024**, on its current terms according to the rates set therein, with no other terms added or changed.

Section 3. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed: _____

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved
as to form: _____

AGREEMENT FOR SOLID WASTE
DISPOSAL SERVICES

THIS AGREEMENT for the disposal of Solid Waste collected by the City of University Heights is entered into by and between the City of University Heights, a municipal corporation in the County of Cuyahoga, State of Ohio (the "City") and Browning Ferris Industries of Ohio, Inc. (the "BFI").



**UNIVERSITY
HEIGHTS**

MEMO

TO: City Council
FROM: Mayor Michael Dylan Brennan *MDB*
RE: Second Option Year on Solid Waste Disposal
DATE: April 14, 2023

In 2020 the City of University Heights contracted with Browning Ferris Industries of Ohio through the Cuyahoga County Solid Waste District East Side Consortium for the transfer and disposal of solid waste collected in the City.

Our current contract requires notice prior to May 1, 2023 to exercise an extension of services. I recommend the continuation of solid waste processing services under the current contract Option Year Two.

Exercise of the option requires a letter of notification to be sent to BFI. BFI then has until June 1, 2023 to notify whether they accept.

For your convenience I've attached a copy of the contract. There are the rates:

Contract Year 1 (10/1/20 to 9/30/21):	\$40.00 per ton
Contract Year 2 (10/1/21 to 9/30/22):	\$41.20 per ton
Option Year 1 (10/1/22 to 9/30/23):	\$42.44 per ton
Option Year 2 (10/1/23 to 9/30/24):	\$44.21 per ton

I therefore request City Council motion to authorize the Mayor to continue contracted service with Browning Ferris Industries of Ohio through Option Year 2 from October 1, 2023 through September 30, 2024.

1. Solid Waste Transfer and Disposal Services

- a. Receipt of Solid Waste. The Contractor shall receive all Solid Waste delivered by the City to the BFI of Ohio Inc. Glenwillow Transfer Station, located at 30300 Pettibone Road, Glenwillow, Ohio 44139 and upon such acceptance, shall transfer title of the Solid Waste to the Contractor. The Contractor must receive the City vehicles in such a manner so as to allow the vehicles to unload and return to service in a timely fashion. The Contractor must weigh all Solid Waste delivered and provide either an electronic ticket or a weight ticket to the driver of the City vehicle.
- b. Receipt of Street Sweepings & Catch Basin Debris. The Contractor shall receive all Street Sweepings and Catch Basin Debris delivered by the City to the Solid Waste Transfer Station and upon acceptance, shall transfer title of the Street Sweepings and Catch Basin Debris to the Contractor. Such receipt is contingent upon the City complying with all **special** requirements or arrangements, including but not limited to the submission of a Special Waste Profile, related to the receipt and/or disposal of Street Sweepings and Catch Basin Debris required by the Contractor as described in its Bid.
- c. Transfer Station Hours. The Glenwillow Transfer Station shall be open to receive deliveries from 6:00 a.m. to 5:00 p.m. Monday through Friday, and 6:00 a.m. to 5:00 p.m. on Saturdays on Holiday weeks.
- d. Landfill. The Contractor shall transport all Solid Waste delivered by the City from its Transfer Station to the Lorain County Landfill located at 43502 Oberlin Elyria Rd, Oberlin, Ohio 44074, for final disposal. The Contractor shall pay all charges, costs, fees and expenses incurred for the transfer and disposal of Solid Waste, subject to Article IV, Paragraphs 1 and 5 herein.

2. Container Services

Upon request by the City, the Contractor shall provide container rental and hauling services to collect Solid Waste and/or Street Sweepings and Catch Basin Debris. The Contractor shall provide the containers and must pick up and replace the containers within 24 hours of receiving a pick-up request from the City.

ARTICLE IV: STATEMENTS, PAYMENTS AND INVOICES

1. Compensation

During the Term, the City agrees to pay the Contractor the amounts as set forth in **Exhibit A: Price Sheet** which includes all direct and indirect costs related to Solid Waste Transfer and Disposal Services and all Governmental Fees applicable in the State of Ohio, subject to Article IV, Paragraph 5 herein.

2. Record Keeping – Monthly and Annual Report

During the term of this Contract, the Contractor shall send to the City, a statement **documenting** the tonnage of Solid Waste and the tonnage of Recyclables received from the City during the previous month. This statement must be submitted with the monthly invoice to the City. The Contractor shall also submit a year-end annual report. The year-end report will be due within 30-days after the end of the reporting year and include a month by month accounting of the tonnage of Solid Waste and Recyclable Materials delivered to the Transfer Station.

3. Billing Service and Payment

The Contractor will invoice the City for services rendered within ten (10) days following the end of the month. The invoice will be sent to City Hall at the attention of the Finance Department.

4. Fuel Adjustments

The Contractor will not apply a Fuel Price Adjustment at any time during the term of this Contract.

5. Permissible Pass Through Fees

Any and all Governmental Fee increases incurred for disposal of Solid Waste at a licensed Solid Waste Disposal Facility may be passed on by the Contractor to the City with the exception of the County Solid Waste District's generation fee increase of \$0.50 per ton which begins on January 1, 2023. This increase is already included in the Contractor's pricing. The Contractor shall give the City as much notice as is practicable before adjusting for Governmental Fee modifications.

ARTICLE V - PERFORMANCE BOND AND INSURANCE

1. Performance Bond.

Within ten (10) days after receiving the Notice of Award, the Contractor after receiving a Notice of Award, will furnish a Performance Bond in the amount equal to 100% of the estimated first year contract price, as set forth in Exhibit A, executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. Such Performance Bond or other acceptable security shall be attached hereto as **Exhibit E**. The Performance Bond will be issued annually for each **contract** year during the Term. The entire cost of the bond(s) will be paid for by the Contractor.

2. Insurance.

The Contractor will at all times during the Contract maintain in full force and effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the City, and Contractor will furnish the City certificates of insurance evidencing the required insurance has been procured and is in force. Contractor will, upon written request from the City, provide the City with applicable, blanket-form endorsements to any such policies.

The City and its council members, officers, representatives, agents, and employees will be additional insureds on the Contractor's Commercial General Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO blanket-Form CG 20 10 0704 and CG2037 0704 for CGL, ISO Form DA 9U74C 0316, for Auto Liability, Umbrella follows form of underlying, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City, which will not contribute therewith, and there will be **severability** of interests under the insurance policies required hereunder for all coverages provided under said insurance **policies** and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any **required** insurance coverage may be provided under an approved plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

Insurance Coverage Requirements Minimum limits of liability, terms and coverage Coverage	
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required

Employer's Liability – unless Contractor is a Qualified Self-Insured with the State of Ohio	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability (unless Contractor is a Qualified Self-Insured)
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contactor in the performance of services hereunder.

3. **Workers' Compensation Coverage – not required if Contractor is a Qualified Self-Insured with the State of Ohio.**

Prior to commencing work under this Contract, the Contractor shall furnish to the City satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Contract. Such proof must be included as **Exhibit C**. The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis when such proof expires. The Contractor shall hold the City free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Contract.

ARTICLE VI - INDEMNIFICATION

1. **General Indemnity.**

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the services under this Contract, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, Collection Contractor shall have no obligation to indemnify, defend or hold harmless the City, or any other parties indemnified under this Agreement, for any such liability or claim to the extent resulting from the negligence or willful misconduct by the City, any third party or any other parties indemnified under this Agreement. This section will survive expiration or earlier termination of this Contract.

2. **Environmental Indemnity.**

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of **property**), and the costs and expenses incident thereto which any Indemnitee may incur, become responsible for, or pay out for or resulting from violation of environmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful **misconduct** relating to the performance of the work **hereunder**. Any Indemnitee will promptly notify the Contractor of any assertion of any claim **against** it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Contract.

3. **Indemnity Not Limited.**

In any and all claims **against** the City, its employees, agents, **officers** and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of **damages**, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other **employees'** benefit acts. Nothing herein shall be construed as **creating** any personal liability on the part of any **employee**, agent, officer or **consultant** of the City.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. **Performance Assurance.**

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the services pursuant to this Contract, declare the Contractor is in default of its obligations under this Contract or take such action the City deems necessary to assure that the services will be available to the City.

2. **Breach of Contract; Termination.**

Upon the material failure of the Contractor to comply with the terms or conditions of this Contract, the City may **terminate** the Contract in the **following** manner: The City shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Contract. The Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the **material** failure(s) **identified** in the notice have been corrected. In the event that the Contractor fails to **provide** such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the services, the City may terminate this Contract. Any such termination shall not take effect until the City is able to secure alternate or substitute performance. The City may commence the process to obtain an alternate or substitute service provider for the **services** following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City, in the exercise of the reasonable discretion of the City.

3. Surety or City Cover in the Event of a Material Failure.

In the event of termination, the Contractor's surety, as required by Article V, Paragraph 1 herein, shall have the right to take over and perform under the Contract. However, if the surety does not commence performance, the City shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to provide or obtain cover, the effective termination date may be delayed by the City until the City completes the process of obtaining a substitute service provider of the services. In such event, the Contractor shall continue to perform its responsibilities under this Contract until the effective date of termination. Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the services. A bona fide complaint is a complaint that the City has investigated and determined represents failures of the Contractor to provide the required services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City income taxes.

4. Termination for Change of Control of Contractor.

The award of this Contract is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Contract, the Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Contract upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Contract until such time as the City is able to obtain alternate or substitute service.

5. Termination for Change of City Collection Method Change.

The City reserves the right to change its methods of collection of recyclables and/or residential solid waste, and to terminate this contract upon making such a change, as follows. In the event that the City enters into an agreement with a private company for hauling of residential solid waste and collection of recyclables or automates collection methods in-house using City workers, the City shall have the right to terminate this contract by providing Contractor not less than sixty (60) days prior written notice of said termination.

6. Contractor Termination for City Breach. Contractor may terminate this Agreement upon an Event of Default by the City. Termination will be effective upon at least 30 days prior written notice to the other party. An Event of Default is a party's failure to substantially cure a material breach within 10 days after the receipt of written notice of the alleged breach given by the other party; provided, however, that if the breach cannot be substantially cured within such 10 day period, an Event of Default shall not occur if cure is commenced within such 10 day period and for as long thereafter as a cure is diligently pursued.

7. Force Majeure.

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a Party required to perform, including without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.

ARTICLE VIII. MISCELLANEOUS

1. Entire Agreement

This Contract, the Invitation to Bid, Contractor's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Contract may be modified or amended only by a writing signed by both parties.

2. Communications and Notices

The City shall communicate directly with Mr. Dave Kidder or his designee, and at his direction, shall consult with the personnel of the Contractor or other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

The Contractor shall communicate directly with the City Service Director or his/her designee, and at his/her direction, with the personnel of the City and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

Any notices or reports **required** by this Contract shall be in writing and sent by the City and the Contractor in the United States mail to the address below:

As to the City:

Name: Jeff Pokorny

Title: Service Director

Address: 2300 Warrensville Center Road

City: University Heights, OH 44118

Phone: (216) 932-7800

Email: jpokorny@universityheights.com

As to the Contractor:

Dave Kidder

43650 Oberlin Elyria Road

Oberlin, OH 44074

(440) 414- 2305

dkidder@republicservices.com

3. Waiver

No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Contract by the City or the Contractor will be effective unless in writing signed by the City and the Contractor.

4. Applicable Law

This Contract will be governed by, and construed in accordance with, the laws of the State of Ohio.

5. Optional Opt-In

Additional Cities/Villages located within the Solid Waste Management District may "opt in" at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

6. Unenforceable Provision

If any provision of this Contract is in any way unenforceable, such provision will be deemed stricken from this Contract and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

7. Binding Effect

This Contract will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

8. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Contract to anyone other than the City or the Contractor and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City or the Contractor and not for the benefit of any other party.

9. Equipment

Any equipment Contractor furnishes shall remain Contractor's property. The City shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. The City shall provide safe, unobstructed access to the equipment on the scheduled collection day.

10. Right of Refusal

Contractor may, in its sole discretion, reject any Unacceptable Waste. If Unacceptable Waste is discovered before it is accepted by Contractor at the disposal site, Contractor may refuse to accept the entire container of waste. In such situations, Contractor shall contact the City and the City shall take appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of. If any Unacceptable Waste is not discovered by Contractor before it is accepted, Contractor may, in its sole discretion, remove, transport and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste.

11. Title to Waste. Contractor shall acquire title to Solid Waste when delivered to the disposal facility. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor, but shall remain with the generator of the Unacceptable Waste.

IN WITNESS WHEREOF, the City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

CITY OF UNIVERSITY HEIGHTS

Name	<u>Michael Dyllis Freeman</u>	<u>MAYOR</u>
		Title
Signature	<u>[Signature]</u>	<u>10/29/2020</u>
		Date

Approved by City Attorney or Village Law Director

Signature	_____	Date	_____
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BROWNING FERRIS INDUSTRIES OF OHIO INC.

Name	_____	Title	_____
Signature	_____	Date	_____

EXHIBIT A: PRICING

Solid Waste Disposal Services	
Price per ton to be charged for the transfer and disposal of solid waste including all waste disposal fees and all local, county and state fees, and environment fees.	
Contract Year	Price
Year 1: 10/1/20 – 9/30/21	\$40.00
Year 2: 10/1/21 – 9/30/22	\$41.20
Option Year 1: 10/1/22 – 9/30/23	\$42.44
Option Year 2: 10/1/23 – 9/30/24	\$44.21

Container Services for Solid Waste				
	10-yard	20-yard	40-yard	
Container Rental Fee	\$0.00 / mo.	\$0.00 / mo.	\$0.00 / mo.	
	Price per pull	Price per pull	Price per pull	Price per ton
Year 1: 10/1/20 – 9/30/21	\$205.00	\$215.00	\$225.00	\$41.06
Year 2: 10/1/21 – 9/30/22	\$210.00	\$220.00	\$230.00	\$42.29
Option Year 1: 10/1/22 – 9/30/23	\$215.00	\$225.00	\$235.00	\$43.56
Option Year 2: 10/1/23 – 9/30/24	\$220.00	\$230.00	\$240.00	\$44.87

Container Services for Street Sweepings and Catch Basin Debris				
(Note, the price per ton would also apply to debris delivered to the transfer station)				
	10-yard	20-yard	30-yard	
Container Rental Fee	\$0.00 / mo.	\$0.00 / mo.	\$0.00 / mo.	
	Price per pull	Price per pull	Price per pull	Price per ton
Year 1: 10/1/20 – 9/30/21	\$205.00	\$215.00	\$225.00	\$41.06
Year 2: 10/1/21 – 9/30/22	\$210.00	\$220.00	\$230.00	\$42.29
Option Year 1: 10/1/22 – 9/30/23	\$215.00	\$225.00	\$235.00	\$43.56
Option Year 2: 10/1/23 – 9/30/24	\$220.00	\$230.00	\$240.00	\$44.87

EXHIBIT B: DEFINITIONS

“**Bid**” means a proposal submitted to the Consortium in response to the Invitation to Bid as described herein.

“**Bid Attachment**” means the supplemental information required to be submitted with the Bid Forms.

“**Bid Bond**” means a bond issued to the City in the amount of \$2,000 guaranteeing that if the Bid is accepted, a Contract will be entered into by the Bidder and the City.

“**Bidder**” means a person, partnership, joint venture or corporation submitting a Bid to the Consortium in response to the Invitation to Bid to provide Solid Waste Disposal services.

“**Bid Documents**” means the documents prepared and furnished by the District on behalf of the Consortium. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include the Legal Notice, Instructions to Bidders, Form of Contract, Bid Forms and all attachments thereto.

“**Bid Form**” means the forms provided by in the Bid Documents on which all Bids must be submitted.

“**Catch Basin Debris**” means the solid fraction of materials, consisting primarily of soil, rocks, asphalt, vegetative matter and small amounts of Solid Waste, collected in settling structures designed to receive storm water runoff from roads. Catch Basin Debris may also contain small amounts of Solid Waste discarded along roads.

“**City**” means the City of University Heights.

“**Consortium**” and “**Consortium Communities**” means the Cities and Villages participating in the Invitation to Bid that have passed resolutions authorizing participation.

“**Consortium Resolutions**” means the resolutions of the legislative bodies of the Contracting Communities authorizing participation in the Consortium.

“**Contract**” means the agreement entered into by and between the Successful Contractor and the City.

“**Contracting Community**” means the Consortium Community that enters into an agreement with the Successful Contractor.

“**Contractor**” means a person, partnership, joint venture or corporation that will provide the Solid Waste Disposal services.

“**District**”, “**District Offices**” and “**Solid Waste District**” means the Cuyahoga County Solid Waste District with offices located at 4750 East 131 Street, Garfield Heights, OH 44105.

“**Holiday**” means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

“**Governmental Fees**” means all federal, state and local fees, taxes and assessments upon the transfer and disposal of Solid Waste.

“**Hazardous Waste**” means waste defined as, or of a character or in sufficient quantity to be defined as, a “Hazardous Waste” by the Resource Conservation and **Recovery** Act, as amended, or any state or local laws or regulations with respect thereto, or a “toxic substance” as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term “Hazardous Waste” also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

“**Invitation to Bid**” means the request of the Consortium for Solid Waste Disposal issued by the Cuyahoga County Solid Waste District.

"Notice of Award" means written notification that a Bid has been accepted by the City.

"Notice to Proceed" means written notice from the City to commence the Solid Waste Disposal services.

"Performance Bond" means the bond insuring performance of the Solid Waste Disposal to be submitted to the City upon Contract award in substantially the same form as that **included** in the Bid Documents.

"Residential Solid Waste" means that portion of Solid Waste generated from residential units and does not include separated recyclable materials, separated yard waste, Hazardous Waste, infectious waste or Unacceptable Waste.

"Solid Waste" means non-hazardous solid waste and recyclable materials and unwanted residual or semi-solid materials resulting from community, commercial, industrial and agricultural operations, but excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid waste does not include any material that is an infectious or Hazardous Waste. Solid Waste includes Solid Waste, Catch Basin Debris and Street Sweepings.

"Solid Waste Landfill or Landfill(s)" means the Ohio EPA permitted and licensed facility or facilities to be used for the disposal of Solid Waste generated by the City and **delivered** to the Solid Waste Transfer Station.

"Solid Waste Transfer and Disposal Services" means the acceptance, transfer and disposal of Solid Waste collected by the City and delivered to the Solid Waste Transfer Station.

"Solid Waste Transfer Station or "Transfer Station" means the facility identified by the Successful Bidder to receive deliveries of Solid Waste from the City.

"Special Waste" means any nonhazardous solid waste at City locations which, because of its physical characteristics, chemical **make-up**, or biological nature **requires** either special handling, disposal procedures including liquids for solidification at the **landfill**, **documentation**, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment, including street sweepings and catch basin debris. Special Waste must conform in all respects with a **Contractor-approved** Special Waste Profile.

"Special Waste Profile" means Contractor's form of documentation that the City must **complete**, and Contractor must approve, with respect to any Special Waste prior to Contractor's acceptance of such Special Waste.

"Street Sweepings" means materials **consisting** primarily of soil, rocks, asphalt, leaves and other vegetative matter generated during the cleaning of roads. It may also contain small amounts of other Solid Wastes that are often discarded along roads. It does not include material generated during the cleanup of an oil or Hazardous Waste chemical spill.

"Successful Contractor" means the Company **selected** by the City to provide Solid Waste Disposal services.

"Term" means the duration of the Contract, including all **executed** option years, as defined by Article II of this Contract.

"Unacceptable Waste" means highly **flammable** substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of **Contractor**, to be dangerous or **threatening** to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

EXHIBIT C:
PROOF OF WORKERS' COMPENSATION COVERAGE

EXHIBIT D: CORPORATION AFFIDAVIT

EXHIBIT E: PERFORMANCE BOND

To be provided by the Contractor within one week following the execution for the agreement

CITY OF UNIVERSITY HEIGHTS, OHIO

2022 BID DOCUMENT

FOR

ONE (1)- FOUR-WHEEL UTILITY VEHICLE

BIDS DUE BY:

Friday, May 13th, 2022

12:00 PM (NOON)

Kubota Four Wheel Utility Vehicles DETAILED SPECIFICATIONS

GENERAL SPECIFICATIONS:

The City of University Heights collects solid waste and recyclables from the backyard of University resident's homes. Four-wheel refuse collection vehicles are used to transfer waste and recyclables from the resident's backyard to the packer truck located on the route. The City of University Heights wishes to purchase two (2) new Kubota Four Wheel Utility Vehicles for this purpose.

The vehicle furnished shall be a new model, currently in production as a standard production unit which meets or exceeds all standards required herein. The utility vehicle must be capable of four-wheel drive, diesel fuel powered, front wheel steering, electric start, with a minimum payload rated capacity of 1,598 lbs., top speed not less than 25 mph, turning radius diameter of not more than 15 feet, and power steering. Dimensions on the complete unit, with cab shall be approximately 125" in length x 65" wide x 80" high. The vehicle must meet all Occupational Safety and Health Act regulations, and meet SAE J2194 & OSHA 1928 safety requirements.

Kubota RTVx900WL with the following:

VC5001 Canopy Metal FOPS, Orange.

VC5020 Laminated Glass Windshield.

VC5040 Rear panel, Black

VC5083 Cab heater

VC5030 Wiper kit- single 172-degree sweep
or approved equal.

ELECTRICAL SYSTEM

The vehicle must have a 12 volt electric system that is protected with fuses, an alternator, two (2) headlights, windshield wiper, combination stop and tail light, horn, ammeter, hour meter, water temperature gauge, fuel gauge, turn signals with 4-way emergency flasher, 12 volt starter battery, 12 volt starter, ignition key starter switch, speedometer, engine temperature gauge, parking brake "on" indicator, low oil pressure light, 12 volt power port, with **VC5050** Work lights- LED front (2) with **VC5080** Wire harness/dash switch panel kit for lights & accys, and **V5237** Turn signal/hazard light kit

ENGINE

To be a four (4) cylinder, four (4) cycle, liquid-cooled, fuel injected diesel engine with minimum 21 HP at 3200 RPM. Electric starter, positive displacement gear oil pump with full pressure lubrication, and a replaceable cartridge type full flow oil filter.

POWER TRAIN

To an automotive type 2 speed automatic transmission or a continuously variable hydrostatic transmission with high and low gear ranges, neutral and reverse.

BRAKES

To be four-wheel heavy duty 8.8" self-adjusting hydraulic internal expanding or wet disc, protected from foreign matter with a dual master cylinder. Rear mechanical parking brake with hand-operated lever.

WHEELS AND TIRES

The front and rear wheels are to be heavy-duty one-piece rims with 25x10 12NHS 6 ply tires or **ARTV5203** 25x10-12, HDWS Tire with steel wheels. **ONE (1) additional full-size wheel with mounted tires must be included in the bid and delivered with the unit.**

SUSPENSION

VC 5219 Front heavy-duty springs and damper assembly kit. Heavy duty shock absorbers, springs and heavy load struts for each wheel with coil springs on the front wheels and multiple leaf-type springs in the rear. Power steering control of front the wheels.

DUMP BODY

The body shall be operated by a positive action hydraulic pump powered by the vehicle drive train system. The hydraulic system is to be filtered.

Dumping controls are to be operated at the rear of the vehicle or in the cab. The hydraulic pump is to be a "live" hydraulic system, operated off the engine fly wheel.

The dump body bed shall be removed and a credit included in the bid.

CHASSIS

Chassis must be of a balanced design with engine and drive train to be located on centerline of vehicle chassis. A bench seat or driver and passenger contoured bucket-type seat with high backrest hip restraints and hand holds. The fuel tank shall be a minimum 5-gallon capacity. Overall width should not exceed 64 inches. Heavy-duty steel roll bars (located on each side of the vehicle) should be an integral part of the chassis design and provide a ground clearance of not less than 5-1/2 inches. Polyethylene body, hood, floorboard, and front storage area under hood. Heavy-duty steel front bumper.

CAB

All weather cab with folding doors should be easily accessible from either side of the vehicle and furnished complete with outside rearview mirrors on each side, single safety glass opening type front windshield, single electric windshield wiper, speedometer, and cab heater/defroster. The cab is to be of a heavy-duty tubular steel roll bar design.

WINTERIZING

Vehicles shall be protected with permanent type antifreeze and shall be protected to minimum of 20 below zero Fahrenheit (-20°F).

DELIVERY

Delivery shall be made within 30-days of acceptance of bid.


BIDDER NAME: ABC EQUIPMENT RENTAL & SALES
BIDDER ADDRESS: 29 PEARL ROAD
BRUNSWICK, OH 44212
(330) 220-4545
CONTACT NAME: DAVE GARDNER
CONTACT PHONE: (216) 857-0152

BID:

Vehicle 1: RTVX900WLH ^{WITH} ~~without~~ the dump body bed per spec. \$ 21,447⁰⁰

Credit for One (1) dump body bed \$ 600⁰⁰

TOTAL BID \$ 20,847⁰⁰

2/15/2023




PURCHASE ORDER

1
 lumber: 2022-00485
 date: 05/16/2022
 lumber: 2022-Service-0058-A

Deliver To Service Department
 City of University Heights
 2300 Warrensville Center Road
 University Heights, OH 44118

Requested By: Rita Drew
 Blanket Type:
 Ship Via:
 Terms:

Vendor ABC Equipment Rental
 ABC Rental of Strongsville, Inc.
 DBA: ABC Equipment Rental & Sales, Inc.
 29 Pearl Road
 Brunswick, OH 44212

Sales Tax Exempt Ohio Municipal Government

FID# 34-6002925

Line	Description	Account	Qty	Unit	Price/Unit	Amount
001	Kubota refuse collection vehicle	400-1420-56010	1		18,487.0000	\$18,487.00
		Vehicle Purchase				

Page Total: \$18,487.00

Purchase Order Total: \$18,487.00

Finance Director Certification

It is hereby certified that the amount of this purchase order has been lawfully appropriated, authorized, or directed for such purpose and is in the treasury or in process of collection to the credit of the respective appropriation accounts in the respective fund. free previous and then outstanding obligations or certifications.

Dennis Kennedy, Finance Director

Date

Rita K. Drew, Deputy Finance Director

05/16/22
 Date

Kelly Thomas

From: Dennis Kennedy
Sent: Monday, April 10, 2023 2:55 PM
To: Kelly Thomas
Cc: Michael Brennan
Subject: FW: RTV-X900WL-H / ABC Equipment
Attachments: Scan_20230215_102823.pdf; UH PO2022-0485 ABC Equipment 5-17-22.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

This message was sent from the City of University Heights.

KT -the mayor would like to add this item to the agenda for the next council meeting. The price on the ordered Kabota has increased. The vendor is not willing to honor the original quote. If we do not pay the extended price as quoted, we will have to re-bid which will cause considerable delay.

From: Jeff Pokorny
Sent: Wednesday, February 22, 2023 11:02 AM
To: Dennis Kennedy <DKennedy@universityheights.com>
Cc: Michael Brennan <MDB@universityheights.com>; Richard Rudyk <mechanics@universityheights.com>
Subject: FW: RTV-X900WL-H / ABC Equipment

This message was sent from the City of University Heights.

Dennis,
The Kubota utility vehicle which was ordered in May of 2022 has yet to come in and the vendor has indicated he can no longer hold his price.
Attached is re-quote of the vehicle which was originally \$18,487.00
If rebid we will start over in line and it will be another year before we can secure a vehicle.
We will need to find a way to accommodate the increase.
Thanks,

Jeffrey Pokorny
Service Director
2300 Warrensville Center Road
University Heights, OH 44118
(216) 932-7800 x 215
jpokorny@universityheights.com

From: David Gardner <gardner9318@gmail.com>
Sent: Wednesday, February 15, 2023 10:31 AM
To: Richard Rudyk <mechanics@universityheights.com>; Jeff Pokorny <jpokorny@universityheights.com>
Subject: RTV-X900WL-H / ABC Equipment

Good Morning Gentlemen,

Per my discussion with Jeff I have attached an amended Bid Form. In my career I have never experienced anything like this. I had to do this same thing with Jim in Pepper Pike on Monday and I am approaching it the same way: where would

I be if I had to bid this today... I realize this is an unpleasant and difficult situation for everyone involved on many different levels. Please take a look at the attachment and call or reply with questions or concerns.

Regards,

David Gardner

ABC Equipment / Kubota of Cleveland
216-857-0152
gardner9318@gmail.com

Good Morning Jeff,

RTVs are trickling in. At this moment we are filling orders taken in September / October of last year. I wish the news was better. Please call or reply to discuss.

Regards,

David Gardner
ABC Equipment / Kubota of Cleveland
216-857-0152
gardner9318@gmail.com

On Mon, Oct 10, 2022 at 3:52 PM Jeff Pokorny <jpokorny@universityheights.com> wrote:
This message was sent from the City of University Heights.

Mr. Gardner,

Are we getting any closer to having the Kubota which was ordered in May delivered?

Thanks,

Jeffrey Pokorny
Service Director
2300 Warrensville Center Road
University Heights, OH 44118
(216) 932-7800 x 215
jpokorny@universityheights.com

From: David Gardner <gardner9318@gmail.com>
Sent: Thursday, July 21, 2022 3:39 PM
To: Jeff Pokorny <jpokorny@universityheights.com>
Subject: Re: FW: Bid Award One RTVX900WLH

Nothing at this time. I will reach out if I do hear or receive anything.
Regards,

David Gardner
ABC Equipment / Kubota of Cleveland
216-857-0152
gardner9318@gmail.com

On Thu, Jul 21, 2022 at 2:01 PM Jeff Pokorny <jpokorny@universityheights.com> wrote:

This message was sent from the City of University Heights.

Dave,

Just checking on the status of the order.

Any news?

Thanks,

Jeffrey Pokorny

Service Director

2300 Warrensville Center Road

University Heights, OH 44118

(216) 932-7800 x 215

jpokorny@universityheights.com

From: David Gardner <gardner9318@gmail.com>

Sent: Friday, May 20, 2022 4:37 PM

To: Jeff Pokorny <jpokorny@universityheights.com>

Subject: Re: Bid Award One RTVX900WLH

Good Afternoon Jeff,

My apologies for the delayed response. I am in receipt of your purchase order and have attached it to the oldest open Order for an RTV-X900. We will have an extended lead time. However I don't anticipate quite the delay we just experienced. Please call or reply with questions or concerns.

Regards,

David Gardner

ABC Equipment/Kubota of Cleveland

(216) 857-0152

On Tue, May 17, 2022, 9:27 AM Jeff Pokorny <jpokorny@universityheights.com> wrote:
This message was sent from the City of University Heights.

Dave,

Thank you for bidding the subject vehicle.

The City of University Heights City Council has awarded the bid for this vehicle to ABC Equipment Rental & Sales.

Attached please find a purchase order #2022-0485 for this purchase.

Please proceed filling this order.

Should you have any questions please contact me.

Thanks,

Jeffrey Pokorny

Service Director

2300 Warrensville Center Road

University Heights, OH 44118

(216) 932-7800 x 215

jpokorny@universityheights.com