AGENDA

Agenda, Bay Village City Council May 2, 2016
Committee Meeting **7:30 p.m.**
Conference Room
Paul A. Koomar, President of Council, Presiding

ANNOUNCEMENTSCOMMITTEE OF THE WHOLE

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Vincent

International Association of Fire Fighters, Local 1144, Labor Agreement

Application for a "C" Liquor Permit – Panorama Restaurant, 583 Dover Center Road

Mutual Aid Agreement – Report through April 2015

Westshore Council of Governments – Westshore Enforcement Bureau (WEB) Agreement

FINANCE & CLAIMS COMMITTEE – Clark

SAFEbuilt, Inc. Contract

2016 Debt Issuance

Proposed Ordinance approving certain Capital Expenditures and Personal Services Contracts

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Lieske

Review of 2015 Property Maintenance Program Home Inspections

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Henderson

RECREATION & PARK IMPROVEMENT COMMITTEE-Mace

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-Tadych

Proposed Resolution regarding 2016 Vehicle and Truck Purchases

AUDIENCE

MISCELLANEOUS

CAHOON MEMORIAL PARK TRUSTEES

City of Bay Village

Council Minutes, Committee Session April 25, 2016
Conference Room 7:30 p.m.
Paul A. Koomar, President of Council, Presiding

Present: Clark, Henderson, Koomar, Lieske, Mace, Tadych, Acting Mayor Ebert

Excused: Mr. Vincent, Mayor Sutherland

Also Present: Finance Director Mahoney, Director of Public Safety/Service Thomas, Recreation Director Enovitch, Director of Community Services Selig, Fire Chief Lyons, Police Chief Spaetzel, Operations Manager Landers**.**

AUDIENCE

The following audience members signed in this evening: Dick Majewski, Lydia DeGeorge, Jerrie Barnett, Denny Wendell, Claire Banasiak, Bob Tuneberg.

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE

Edward Byrne Memorial Justice Assistance Grant - State of Ohio, Department of Justice, Grant for Police Investigative Services

Police Chief Spaetzel advised that the Police Department is requesting up to $50,000 with this grant application through the State of Ohio, Department of Justice. The grant has a 25% fund match required by the City. If the grant application is successful, the 25% matching funds will be taken from the Law Enforcement Trust Fund. In order to offset the matching fund contribution, the possibility of in-kind contributions will be investigated.

A Resolution authorizing the application of the grant will be presented at the Special Meeting of Council to be held this evening.

FINANCE AND CLAIMS COMMITTEE

SAFEbuilt, Inc. Contract

Mr. Koomar stated that contractual matters concerning SAFEbuilt, Inc. lease renewal will be discussed this evening in the Executive Session. Law Director Ebert stated that a clause will be added to the contract requiring SAFEbuilt, Inc. representation at meetings of the Planning Commission, Board of Zoning Appeals, and Architectural Board of Review. Mr. Ebert will expand on the notification to the Director of Public Safety/Service of building permit applications.

Proposed Ordinance regarding Capital Expenditures and Consulting Services

Mr. Clark stated that this document refers back to the Annual Appropriation Ordinance. This particular language was, to some extent, in the appropriation ordinance. The Mayor and administration requested removing the language from the Annual Appropriation Ordinance. Council agreed to do so, with the proviso that there be a separate ordinance that is subject to the $20,000 limit for capital and special services contracts which Council will approve. This gives a little bit of leeway to the City. The City has been using the Ohio Revised Code of $50,000 as a ceiling for purchases and contracts without specific Council approval. The amount of $15,000 had been used in the past, and it is thought that the amount of $20,000 is a reasonable iteration. Mr. Clark noted that there has been a lot of input into the proposed ordinance by Finance Director Mahoney, Law Director Ebert, Assistant Finance Director Popovich, Law Director Ebert, President of Council Koomar, and Mr. Clark.

Mr. Ebert distributed a new draft of a proposed ordinance revised as of 4:45 p.m. today, April 25, 2016. The issue today was relating to Section 2, whether the words "which are not subject to state bid limitations" belong in the ordinance. The state limitation is now $50,000, however, if the City goes out for bids on any type of Capital project that is a specific ordinance that will be brought to Council. Mrs. Mahoney stated that it would be her preference to take the words out and state "Any and all amounts that exceed Twenty Thousand Dollars ($20,000.00) and previously appropriated shall be submitted to Council for specific approval." Mrs. Mahoney explained that she fears an auditor would be confused by the additional wording of "which are not subject to state bid limitations." "Would it mean that the City is supposed to bid anything over $20,000?"

Mr. Koomar stated that the Council is trying to capture the $20,000 to $50,000 expenditures and did not want to put a specific amount in as the state bid limit changes over the years. Mrs. Mahoney asked if the intention is to go out to bid over $20,000, or just to bring it to Council's attention.

Mr. Henderson stated that he can understand what Mrs. Mahoney is saying and agrees that it might be reasonable to consider striking "which are not subject to state bid limitations" as a modification to the ordinance. Striking the words does not change the intent.

Mr. Clark stated that it was always his intention that $15,000 was a little rigid but $50,000 was too large given the size of the City. It is reasonable that Council would have approval of $20,000 or more; however it is worded that would be the intention.

Mr. Ebert noted that Council will be presented an ordinance for capital expenditures and personal services contracts exceeding $20,000, and will receive an ordinance for any capital expenditures over the $50,000 state limitation requiring bidding.

The Mayor has asked that the ordinance be held until her return. The Finance Director and Assistant Finance Director were pulled into the revision today, with the idea to get Council's input this evening, since Mr. Henderson will be absent on May 9, and the Mayor's input upon her return. Mr. Koomar noted that he is trying to review this with everyone based on different schedules.

Mr. Ebert called Council's attention to Section 3 of the draft of the proposed ordinance, stating "That this policy shall also apply to any group purchases from the same vendor annually which collectively exceed the Twenty Thousand Dollar ($20,000.00) limit. Mr. Koomar questioned the use of the word "group." Mrs. Lieske stated that she was thinking of the contract with CT Consultants. Mr. Ebert stated that if Council passed an ordinance on the original contract, and if the accumulated billing from the contractor exceeds $20,000, it would be necessary to come back to Council. Mr. Clark stated that Mrs. Lieske is questioning whether Section 3 should specify personal services as well as purchases. Mrs. Lieske suggested "any capital expenditures or professional services from the same vendor." Mr. Tadych questioned how this would apply if a set of computers is purchased from two or three different vendors at the same time. This is what Mr. Koomar is referring to as "group."

Mr. Koomar stated that most corporations have a floor for some of these purchases. Large capital construction projects and large consultant fees have always been reviewed. We are just trying to formalize the policy. When the Assistant Finance Director purchases computers for the City that are probably $1200 to $1500 that is not something we need to see. We had discussed about $2500, but realized that the City's capital policy on this is $5000. That figure was put in as a floor to not intentionally catch smaller items that come through.

Mr. Clark stated that from his perspective he does not want to over-manufacture the ordinance. The spirit is to provide a higher threshold, based on previous understanding which was $15,000. Also, we are sensitive to Ruth Popovich and do not want to be in a position to introduce problems with the state auditor. Mr. Clark stated he wants to be practical with this and not tie the hands of the administration on spending. That is not what the intention was from day one.

Mrs. Mahoney stated that she thinks the intention was any purchase from any vendor over $20,000 combined annually requires that the Finance Director come back to Council. An auditor may interpret that as if a $20,000 contract is exceeded the Finance Director would have to come back to Council. Section 4 of the draft indicates that one individual expense under $5,000 does not require coming back to Council.

Mr. Tadych stated that the Finance Director keeps referring to what the auditor is going to do. Why don't we ask the auditors for their ideas before we pass the ordinance? Mrs. Mahoney stated they go by the Ohio Revised Code. Mr. Ebert stated that they will see that the ceiling is not $50,000 anymore, it is $20,000 to go to Council.

Mr. Koomar stated that if the Finance Director has a $500 item from Bailey Communications and considers that to be an operating expense or a small Capital expense that is not something that would need specific approval.

Mr. Clark stated that based on the way this is worded, how many times in a given year would legislation be required because of the limits. Our goal is not to increase the amount of legislative work that we have to approve.

Mr. Koomar noted that he provided Council with an analysis of what was approved by legislation for a three-year period. We have not had a problem. Vehicles and related expenses are usually presented in the first half of the year.

Mr. Clark stated that the spirit of the ordinance was intended for professional services contracts originally. Mr. Koomar stated that in the past Council has approved specific Capital expenditures and change orders for projects, so they were just trying to take that back to the historical practice of $15,000 and above, increasing it to $20,000.

Mr. Clark stated that there is a proposed ordinance and proposed resolution and he thought the resolution was to cover the Capital expenditure for equipment and things of that nature, and the professional services contracts would stand on its own.

Mrs. Mahoney stated that Council keeps going back to the "past." In the past Council did not have that very detailed budget appropriation ordinance that they now pass. In essence, Council is again passing every line of Capital and reiterating it with a resolution for vehicles. Mrs. Mahoney suggested taking the Capital expenditures out of the ordinance and referring only to personal services contracts.

Mr. Koomar stated that the idea on the Capital expenditures is that Council has always seen the change orders because it is a good judge for the Council to see how the projects have gone. Change orders, additions and deductions, small and large, have been part of the procedure. What Council has stated is that looking at those changes order give Council a sense of what happened. There is a difference between straight budget numbers and how a project actually turned out.

Mr. Henderson stated that, for example, projects that fall under the Public Improvements Committee mostly fall into the category of the state bid requirement. This proposed ordinance is mostly for the gap between $20,000 and $50,000, plus the change orders to contracts which sometimes can be small and sometimes large. Mr. Henderson asked if the intention is that if the expenses for any given personal services provider exceed $20,000, or any time any accumulated sum of expenditures to any given vendor goes over $20,000, those would come back to Council. Members of Council expressed agreement.

Mr. Henderson recommended inserting the word "Capital" before the word "expenditures" in Section 2 and Section 3. Section 3 should say "Capital expenditures or professional services contracts." The words "which are not subject to state bid limitations" will be stricken from Section 2.

Mrs. Lieske stated that "Capital group expenditures" would cover things purchased from the same vendor for smaller amounts adding up to over $20,000. Mrs. Mahoney used the example of buying 20 computers for $1,000 each. Mrs. Mahoney stated that all of this was approved in the budget process and re-engineering may make it more difficult. The problem is that the ordinance has to be very clear because an auditor is going to read it and make us abide by it.

Mr. Koomar suggested making the wording revisions, distributing it to Council again this week and sending it to the auditor's office for review. Mrs. Lieske noted that this is why we have legal

counsel. Section 4 will be left as the way it is. Mr. Koomar noted that when he spoke to Ms. Popovich her concern was that computers and small things being purchased throughout the year are operational in nature. Five thousand dollars is the Finance Department's threshold to capitalize an item. Mr. Koomar stated that they were looking at a number of $2500 and then Mrs. Mahoney and Ms. Popovich brought it up to $5000, and Mr. Koomar agreed that is the threshold that should be used.

The changes to the draft will be made and circulated to Council.

Supplemental Appropriation Ordinance – Alcohol Intervention Fund

Finance Director Mahoney stated that the amount of $1600 was originally budgeted for the Alcohol Intervention Fund. The Police Chief would like to purchase a police in-car video camera from the fund and it is being requested to increase the fund to $6500. These funds come from court fines for alcohol related offenses. The supplemental ordinance to be presented this evening at the Special Meeting of Council includes the expenditure for the camera, and the amount of $50,000 appropriated for the Ohio Criminal Justice Services grant which will be reimbursed once funds are expended.

Mr. Henderson commented that one of the matters he brought up during budget work this year was whether or not the Finance Committee thought it would be helpful if Mrs. Mahoney would send out both a revised version of the appropriation ordinance, as well as the prior version which was already passed. Mr. Henderson asked if the other members of Council think this would be helpful. Mr. Clark stated that it would be helpful going forward, especially when you are dealing with changes as the year goes on.

PLANNING, ZONING, PUBLIC BUILDINGS AND GROUNDS COMMITTEE

Mrs. Lieske had no report this evening.

PUBLIC IMPROVEMENTS, STREETS, SEWERS AND DRAINAGE COMMITTEE

Mr. Henderson stated that good conversation among the Finance Director, Safety/Service Director, Consulting Engineer, and himself continues. They met again last Friday, April 22, 2016 about creating the analyses that the Public Improvements Committee would find very useful. The analyses will be finished this week and it is Mr. Henderson's intent to package those in a format that would be useful for the Public Improvements Committee to review next week. The members of the Public Improvements Committee have been sent an invitation for a potential committee meeting with schedules to be coordinated. There will very likely be a series of Public Improvement Committee meetings beginning next week as the situation and analysis of information relative to Bruce/Russell/Douglas and Sunset neighborhood improvements is worked through. Both project studies are coming up on a very near horizon at this point.

RECREATION AND PARKS IMPROVEMENT COMMITTEE

Mr. Mace announced that a Recreation and Parks Improvement Committee meeting has been scheduled for 6:30 p.m. on Wednesday, May 4, 2016 in the conference room of Bay Village City Hall.

SERVICES, UTILITIES AND EQUIPMENT COMMITTEE

Proposed Ordinance (Resolution) regarding 2016Vehicle and Truck Purchases

Mr. Tadych stated that there is not definition far enough into the process in the purchase of these vehicles. Mr. Ebert stated that he has distributed a revised version of the resolution, drafted late this afternoon. Mr. Tadych stated that when you are purchasing something you should know exactly what you are purchasing. The amounts being expended are what has been seen in the budget process, but in the past when vehicles were purchased details were included as to the cost of the vehicle and the equipment cost listed as well. It made things quite clear and easy to understand. At one time it even separated the cost of the cab being put on a truck. It was very descriptive and you knew exactly what was being purchased. "When the resolution says 'equipped vehicles' what is the equipment and how much are we using from the old vehicles?"

Mrs. Mahoney stated that she does not know if all that information is appropriate in the resolution.

Mr. Tadych stated that it is very difficult when you are looking at $90,000 for two vehicles and they are "equipped." Equipped how?

Mr. Koomar stated that going back to Mr. Tadych's point there were times when there was a new light bar needed for a vehicle and somewhere along the line it wasn't included in Capital expenditures and became part of Operating expenditures. The Council's hope is that all things needed for a new vehicle be included as part of the authorization. Mrs. Mahoney stated that it is spelled out in the budget book and equipment requests. Mr. Tadych stated that is fine if there is no more added after the fact.

Mr. Clark noted that the concern is if there is a variance in the accessorizing of the vehicle after it is approved it might be captured in a catch-all rather than trying to do it in an ordinance. Mr. Tadych stated that Council does not know if there is going to be a variance. Mr. Clark stated that the Capital expenditure process goes through the Finance Committee and gives a good idea of what would be a variance and what wouldn't be a variance. Mr. Tadych replied that it should not be a Finance Committee problem, it should be a Services, Utilities and Equipment Committee matter.

Mr. Koomar stated that they discussed that in the fall they would run that parallel with the budget. He suggested that Mr. Tadych speak with the Police Chief further, but noted that the revised draft presented this evening is more descriptive than the resolution received in their packets this weekend.

MISCELLANEOUS

Mr. Ebert advised that several times various groups such as Boy Scouts have addressed the City asking to paint house addresses on curbs. He noted that it does serve a valuable purpose in helping to quickly identify addresses of homes in the City. These service projects were stopped in the past for concern of safety for the young adults who were doing the work, especially on the main streets such as Lake Road and Wolf Road. There was also a problem with occasionally putting the wrong number on the curbs.

Mr. Ebert continued, saying that it does serve a purpose if done correctly. A resident's college student son has contacted the City and the question now is whether we want to again undertake this if it is under adequate supervision and done using safety measures such as cones in the street.

Mr. Tadych questioned the liability of the City if there should be an accident. Mr. Ebert stated it is not an insurable risk.

Mr. Clark asked if the person would be charging for his services. Mr. Ebert stated that normally it is a donation to a cause or organization. In the past, there was a donation of $10.00. Mr. Ebert stated that he does not know the specifics of this particular request as far as a donation or charge.

Mr. Clark stated that in this day and age he would be surprised that someone would be that enterprising to go out and do this free of charge. Mr. Clark noted that the visibility of the numbers on the curbs would certainly serve the Police and Fire Departments, and would save the manpower of the Service Department in having to do this. The Police Chief stated that as long as the numbers are accurate, it is very helpful. Mr. Clark noted that he likes the initiative, but is more concerned about the main thoroughfares such as Lake Road and Wolf Road.

Mr. Ebert stated that he doesn't see the problem with having it done. Mr. Koomar noted that the father of this student has given back hours and hours of his time to the Bay Men's Club and they are a very community-minded family in Bay Village. Mr. Koomar and Mr. Ebert noted that it does serve a valuable service for the City.

Mr. Tadych suggested having someone check the font of the numbers so they would be clear for the emergency vehicles and use reflective paint. Mr. Ebert stated that he will ask them to bring the stencil to Council to display what they will be using. Mr. Clark suggested a pilot program with two streets, take pictures, and show them to Council before going City-wide.

Mrs. Mahoney stated that if he is asking the residents for money, Council should approve it before doing a street. Mr. Henderson stated that Council should probably understand the purpose of the funds. He noted that he is not opposing it, he thinks it is a nice service, especially if it is to benefit a charitable service within the City. He is not as fond of the idea if it is income producing. Mrs. Lieske agreed, and added that especially without giving someone else the opportunity to come in and see what they would propose and charge. Mr. Clark noted that he gives the person credit for showing some pizazz. Mr. Koomar stated that when we have more than one offer, we can deal with that.

Mr. Koomar suggested Mr. Ebert check on the details of the proposal, and check to see if the student would be willing to donate a portion of the proceeds to a worthy project such as The Village Foundation.

Mrs. Lieske asked if there would be any type of insurance the entrepreneur should have. Mr. Ebert stated if it is being done for an organization, the organization's insurance would cover. The City cannot cover because he is not an employee of the City.

Chief Spaetzel stated that a peddler license will be required.

Mr. Ebert will send out information to Council when all of the details of the proposal have been worked through.

In regard to the presentation and proposal of resident Greg Gogul to sponsor a 5-K Run and Arts Festival to benefit finding a cure for Ovarian Cancer, Mr. Ebert advised that a meeting will be held this week with the Service/Safety Director, the Police Chief and Mr. Gogul. Recreation Director Enovitch stated today that soccer play is still occurring in September. There are many details to be worked out before the event can be considered further.

AUDIENCE COMMENTS

There were no comments from the audience this evening.

CAHOON MEMORIAL PARK TRUSTEES

Memorial Day Festivities – Approval for use of Cahoon Memorial Park on Monday, May 30, 2016, 9:00 a.m. to 2:00 p.m.

Mr. Koomar asked for comments from the trustees concerning plans for the annual Memorial Day festivities in Cahoon Memorial Park. There were no comments, and the matter will be considered for approval following the Special Meeting of Council to be held this evening.

There being no further discussion, the meeting adjourned at 7:55 p.m.

_____ _____

Paul Koomar, President of Council Joan Kemper, Clerk of Council

Two items on the agenda have nothing in the packets:

The Westshore Enforcement Bureau (WEB) Agreement will be an update at the meeting by Law Director Ebert.

The 2015 Property Maintenance Inspection Report will be addressed by Director of Public Safety/Service Scott Thomas.

ORDINANCE NO.
INTRODUCED BY:

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A LABOR AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1144, AND DECLARING AN EMERGENCY.

WHEREAS, the International Association of Fire Fighters, Local 1144 and the City of Bay Village went through Collective Bargaining and since the parties were unable to reach an agreement, a Fact Finding hearing was held and a report was issued and since neither party filed an objection within the time frame, the report is deemed accepted;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bay Village, Ohio:

SECTION 1. That the Mayor be and she is hereby authorized to enter into a labor agreement with International Association of Fire Fighters, Local 1144, AFL-CIO, covering compensation and other employment provisions for municipal employees for the period from January 1, 2016 through December 31, 2018.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that it is immediately necessary to provide for said compensation and other employment provisions as agreed upon in labor negotiations so that personnel may be available to the City, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

_____
PRESIDENT OF COUNCIL

_____
CLERK OF COUNCIL

APPROVED:

_____
MAYOR

1/27/16 ll

NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

2287787 PERMIT NUMBER	N TYPE	DOVER BAY ENTERPRISES INC DBA PANORAMA DELI & RESTAURANT 583 DOVER CENTER RD BAY VILLAGE OH 44140
ISSUE DATE		
04 06 2016 FILING DATE		
D3 PERMIT CLASSES		
18 011 TAX DISTRICT	C B14965 RECEIPT NO.	

FROM 04/21/2016

PERMIT NUMBER	TYPE	
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT	RECEIPT NO.	

MAILED 04/21/2016 RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/23/2016

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES C N 2287787
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF BY VILLAGE CITY COUNCIL
350 DOVER CENTER
BAY VILLAGE OHIO 44140

CORPORATION INQUIRY PCS15

TUBE **C111**
TIME **09.33.53**
DATE **04/20/16**

ERMIT NUMBER (CORPORATION) **2287787**
OVER BAY ENTERPRISES INC
BA PANORAMA DELI & RESTAURANT
33 DOVER CENTER RD
AY VILLAGE OH 44140

T.I. NUMBER **47-2302977**
TATUS (ACTIVE OR INACTIVE) **ACTIVE**
HARES OUTSTANDING **100.00**
CTIVE DATE **06/17/15**
NACTIVE DATE
XCEPTION CODE TEXT
TOCK TRANSFER CODE TEXT AND DATE

AUREL CANDREA	**50.00**	**06/17/15**	**ACTIVE**	**VICE PRES**
NICOLETA CANDREA	**50.00**	**06/17/15**	**ACTIVE**	**PRESIDENT**

Fire Department

Aid Responses by Department (Summary)

Alarm Date Between {01/01/2016} And {04/30/2016} * - THRU 4/28/16 CHIEF will PROVIDE UPDATE ON 5/2/16

Type of Aid	Count
AFD Avon Fire Department	
Mutual aid received	1
	1
ALFD Avon Lake Fire Department	
Mutual aid received	4
Mutual aid given	4
	8
ARGUS Rocky River PD	
Mutual aid received	1
	1
BVPF Bay Village Police Department	
Mutual aid received	2
	2
FPFD Fairview Park Fire Department	
Mutual aid received	4
Mutual aid given	1
	5
LFD Lakewood Fire Department	
Mutual aid received	2
Mutual aid given	1
	3
NOFD North Olmsted Fire Department	
Mutual aid received	1
	1
RFD Rocky River Fire Department	
Mutual aid received	4
Mutual aid given	9
Automatic aid given	1
	14
SFM Ohio State Fire Marshal	
Mutual aid received	1

Type of Aid	Count
SFM Ohio State Fire Marshal	
	1
WFD Westlake Fire	
Mutual aid received	7
Mutual aid given	19
Other aid given	1
	27
WSHTRT Westshore HazMat & Technical Rescue Team	
Mutual aid given	1
	1

Fire Department

Aid Responses by Department (Summary)

Alarm Date Between {01/01/2015} And {12/31/2015}

ype of Aid	Count
FD Avon Fire Department	
ıtual aid received	2
	2
LFD Avon Lake Fire Department	
ıtual aid received	6
ıtomatic aid received	1
ıtual aid given	18
	25
RGUS Rocky River PD	
ıtual aid received	1
	1
VPF Bay Village Police Department	
ıtual aid received	1
	1
PFD Fairview Park Fire Department	
ıtual aid received	2
ıtual aid given	1
	3
FD Lakewood Fire Department	
ıtual aid given	2
	2
OFD North Olmsted Fire Department	
ıtual aid given	4
	4
RFD Rocky River Fire Department	
ıtual aid received	6
ıtual aid given	16
	22
EB Westshore Enforcement Bureau	
ıtual aid given	6

Type of Aid	Count
WEB Westshore Enforcement Bureau	
	6
WFD Westlake Fire	
Mutual aid received	20
Mutual aid given	55
	75

Fire Department

Aid Responses by Department (Summary)

Alarm Date Between {01/01/2014} And {12/31/2014}

Type of Aid	Count
AFD Avon Fire Department	
Mutual aid received	2
Mutual aid given	1
	3
ALFD Avon Lake Fire Department	
Mutual aid received	13
Mutual aid given	6
	19
BVPF Bay Village Police Department	
Mutual aid received	1
	1
FPFD Fairview Park Fire Department	
Mutual aid received	1
Mutual aid given	1
	2
LFD Lakewood Fire Department	
Mutual aid received	1
Mutual aid given	1
	2
NOFD North Olmsted Fire Department	
Mutual aid received	4
Mutual aid given	5
	9
RRFD Rocky River Fire Department	
Mutual aid received	11
Mutual aid given	22
	33
WEB Westshore Enforcement Bureau	
Mutual aid given	1
	1
WFD Westlake Fire	
Mutual aid received	18
Automatic aid received	1
Mutual aid given	47
	66
WSHTRT Westshore HazMat & Technical Rescue Team	
Mutual aid given	1
	1

City of Bay Village

Aid Responses by Department (Summary)

Alarm Date Between {01/01/2013} And {12/31/2013}

pe of Aid	Count
FD Avon Lake Fire Department	
tual aid received	3
tomatic aid received	1
tual aid given	13
	17
PF Bay Village Police Department	
her aid given	1
	1
FD Fairview Park Fire Department	
tual aid given	1
	1
D Lakewood Fire Department	
tual aid received	1
tual aid given	1
	2
FD North Olmsted Fire Department	
tual aid given	7
	7
FD Rocky River Fire Department	
tual aid received	8
tual aid given	13
	21
B Westshore Enforcement Bureau	
tual aid given	3
	3
D Westlake Fire	
tual aid received	13
tual aid given	44
	57
HTRT Westshore HazMat & Technical Rescue Team	
tual aid received	1

Type of Aid	Count
WSHTRT Westshore HazMat & Technical Rescue Team	
Mutual aid given	1
	2

DEFICIT 57 RUNS

City of Bay Village

Aid Responses by Department (Summary)

Alarm Date Between {01/01/2012} And {12/31/2012}

pe of Aid	Count
FD Avon Lake Fire Department	
tual aid received	9
tual aid given	13
tomatic aid given	1
	23
PF Bay Village Police Department	
tomatic aid received	1
	1
SD Bay Village Service Department	
ner aid given	1
	1
FD Fairview Park Fire Department	
tual aid received	2
tual aid given	2
	4
D Lakewood Fire Department	
tual aid given	1
	1
FD North Olmsted Fire Department	
tual aid given	4
	4
FD North Ridgeville Fire Department	
tual aid received	1
	1
FD Rocky River Fire Department	
tual aid received	10
tual aid given	20
	30
B Westshore Enforcement Bureau	
tual aid given	9

Type of Aid	Count
	9
WFD Westlake Fire	
Mutual aid received	17
Automatic aid received	2
Mutual aid given	37
	56

DEFICIT 37 RUNS

City of Bay Village

Aid Responses by Department (Summary)

Alarm Date Between {01/01/2011} And {12/31/2011}

pe of Aid	Count
FD Avon Lake Fire Department	
tual aid received	9
tual aid given	15
	24
PF Bay Village Police Department	
tual aid given	2
	2
FD Fairview Park Fire Department	
tual aid received	1
tual aid given	1
	2
D Lakewood Fire Department	
tual aid given	1
	1
FD North Olmsted Fire Department	
tual aid received	1
tual aid given	11
	12
FD Rocky River Fire Department	
tual aid received	9
tual aid given	20
	29
B Westshore Enforcement Bureau	
tual aid received	2
tual aid given	11
	13
D Westlake Fire	
tual aid received	17
tomatic aid received	2
tual aid given	48
	67

Type of Aid	Count
WSHTRT Westshore HazMat & Technical Rescue Team	
Mutual aid given	1
	1

DEFICIT 69 RUNS

City of Bay Village

Aid Responses by Department (Summary)

Alarm Date Between {01/01/2010} And {12/31/2010}

pe of Aid	Count
D Avon Fire Department	
tual aid received	1
tomatic aid received	1
tual aid given	2
	4
FD Avon Lake Fire Department	
tual aid received	10
tomatic aid received	1
tual aid given	7
	18
PF Bay Village Police Department	
tual aid received	1
tual aid given	1
ner aid given	1
	3
FD Fairview Park Fire Department	
tual aid given	2
	2
D Lakewood Fire Department	
tual aid given	3
	3
FD North Olmsted Fire Department	
tual aid received	1
tomatic aid received	1
tual aid given	4
	6
FD North Ridgeville Fire Department	
tual aid given	1
	1
FD Rocky River Fire Department	
tual aid received	5
tomatic aid received	1

Type of Aid	Count
RRFD Rocky River Fire Department	
Mutual aid given	10
	16
WEB Westshore Enforcement Bureau	
Mutual aid given	6
	6
WFD Westlake Fire	
Mutual aid received	15
Automatic aid received	1
Mutual aid given	43
	59
WSHTRT Westshore HazMat & Technical Rescue Team	
Mutual aid given	1
	1

22

DEFICIT 45 RUNS

City of Bay Village

Aid Responses by Department (Summary)

Alarm Date Between {01/01/2009} And {12/31/2009}

be of Aid	Count
-00 18-00	
tual aid given	1
	1
-07 18-07	
tual aid given	2
tomatic aid given	1
	3
-08 18-08	
tual aid given	4
	4
-09 18-09	
tual aid given	7
	7
037 18037	
tual aid given	1
	1
075 18075	
tual aid given	1
	1
089 18089	
tual aid given	2
tomatic aid given	1
	3
097 18097	
tual aid given	10
tomatic aid given	1
	11
005 47005	
tual aid given	2
	2

208 RUNS - CUMMULATIVE DEPT
x2 2 HOURS PER RUN

416 HOURS

÷24

17.33 DAYS OUTSIDE BAY

BARN EMPTIED

CALL 3 PARAMEDICS FOR 3 HOURS

City of Bay Village

Aid Responses by Department (Summary)

Alarm Date Between {01/01/2008} And {12/31/2008}

pe of Aid	Count
-03 18-03	
tual aid given	1
	1
-07 18-07	
tual aid given	3
	3
-08 18-08	
tual aid given	4
	4
-09 18-09	
tual aid given	7
	7
089 18089	
tual aid given	2
	2
097 18097	
tual aid given	12
	12

City of Bay Village

Aid Responses by Department (Summary)

Alarm Date Between {01/01/2007} And {12/31/2007}

pe of Aid	Count
8-0 158-0	
tual aid given	1
	1
-03 18-03	
tual aid given	2
	2
-08 18-08	
tual aid given	2
	2
-09 18-09	
tual aid given	7
	7
037 18037	
tual aid given	1
	1
075 18075	
tual aid given	3
	3
089 18089	
tual aid given	2
	2
097 18097	
tual aid given	5
	5
20 4220	
tual aid given	1
	1
-00 47-00	
tual aid given	3

Type of Aid	Count
	3
47005 47005	
Mutual aid given	2
	2

CITY OF BAY VILLAGE, OHIO
PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is entered into by and between the City of Bay Village, an Ohio municipal corporation, 350 Dover Center Road, Bay Village, OH 44140, ("City") and SAFEbuilt Ohio, Inc., ("SAFEbuilt"). City and SAFEbuilt Ohio, Inc. are individually referred to as a "Party" and may be collectively referenced as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, the City has the responsibility under State laws and City Ordinance to adopt and enforce certain building codes and other ordinances, conduct inspections, review building plans, and conduct other professional services as described in this Agreement; and

WHEREAS, SAFEbuilt has represented to the City that is has substantial knowledge and experience in the interpretation and application of the City's adopted Code of Ordinances with regard to various building construction, including but not limited to, the inspection of buildings to determine compliance with State laws and City ordinances, which include building codes, the review of building plans and other building code services.

WHEREAS, SAFEbuilt represents that SAFEbuilt has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the City desires to engage SAFEbuilt to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1.0 AGREEMENT

1.1 References to "SAFEbuilt" shall include any employees of SAFEbuilt, its contractors, subcontractors, independent contractors.

2.0 SERVICES

2.1 Services. As directed by and under the supervision of the Mayor, or his/her designee, SAFEbuilt shall provide the City with the services described in **Exhibit A** ("Scope of Services").

2.2 Incumbent Employees. SAFEbuilt will interview all interested incumbent employees. SAFEbuilt is under no obligation to hire or retain current City of Bay Village employees. SAFEbuilt will hire the best candidate for the available positions. SAFEbuilt agrees to conduct all interviews and make all employment determinations as professionally and expediently as is reasonable possible in order to insure the efficiency of the transition.

2.3 Changes to Services. The City may request a change or changes in the Services. Any changes to Services that are mutually agreed upon between the City and SAFEbuilt shall be made in writing which shall specifically designate any changes in compensation for the Services and be made an amendment to the Agreement after approval by City Council. To be effective, any changes must be approved by City Council, and signed by SAFEbuilt and the Mayor.

3.0 COMPENSATION

3.1 Commencement of Services. Following execution of this Agreement by both Parties and on the Effective Date of May 1, 2013, SAFEbuilt shall be authorized to commence performance of the Services subject

to the requirements and limitations on compensation as provided by this Section 3.0 and its subsections. Prior to May 1, 2013, SAFEbuilt agrees to attend transition training provided by the City at no charge to the City. The purpose of this transition period is to allow SAFEbuilt to do what is necessary to become fully functional for the performance of services under this Agreement by May 1, 2013. During this transition period, SAFEbuilt may begin moving into a mutually acceptable space, to review procedure and policies with current staff; confer with the City's designated representative(s) from the Mayor's Office and/or the Finance Department to set up access to the City's software; and to take other actions that are mutually acceptable to both Parties to assure a smooth transition. SAFEbuilt shall move into the existing space occupied by the building department and shall build out that space, and vacant space formerly occupied by the police department in a manner to be mutually determined and agreed upon by the Parties. Square footage and related costs shall be agreed upon by the Parties.and set forth in a mutually agreed lease agreement.

3.2 Compensation. SAFEbuilt shall receive a percentage, in accordance with the schedule set forth in **Exhibit B**, of all building permit fees, electrical permit fees, plumbing permit fees, HVAC permit fees, miscellaneous fees, plan review fees, penalty fees, rental dwelling licensing/inspection fees, contractor registration/licensing fees collected by SAFEbuilt on behalf of the City during the term of this Agreement, and any renewal hereof, until such time as SAFEbuilt has earned total percentage of fee based revenues, including all revenues earned by SAFEbuilt pursuant to any other contract or agreement for professional services entered into by SAFEbuilt with any city or other political subdivision located in Cuyahoga County and/or Lorain County ("Additional Agreement"), of $1,000,000.00 during a contract year (May 1st through April 30th) of this Agreement. SAFEbuilt shall provide written notice to the City of each Additional Agreement within five (5) days of executing said Additional Agreement. Each month, along with the invoice pursuant to paragraph 3.6, SAFEbuilt shall also submit a revenue report to the City setting forth the cumulative total revenue earned by SAFEbuilt, from this Agreement and any Additional Agreement, over the term of this Agreement. The City shall retain the remaining percentage of the fees as set forth in **Exhibit B**. SAFEbuilt shall not be permitted to change any fees charged to the public without the prior approval of the city.

3.2.1 Volume Discount. After SAFEbuilt has earned total percentage of fee based revenues of $1,000,000.00 during a contract year (May 1st through April 30th) from this Agreement and any Additional Agreement(s) in Cuyahoga and Lorain counties, SAFEbuilt shall receive the reduced percentage as set forth in **Exhibit B** of all building permit fees, electrical permit fees, plumbing permit fees, HVAC permit fees, miscellaneous fees, plan review fees, penalty fees, rental dwelling licensing/inspection fees, contractor registration/licensing fees collected by SAFEbuilt on behalf of the City during the remaining term of this Agreement, The 5% reduction shall be a one-time event, and the reduced rate shall be effective for the remainder of the term of this Agreement, and any renewal hereof, unless the both Parties agree by written amendment to further revise the rates. The City shall retain the remaining percentage of the fees as set forth in **Exhibit B**.

3.3 Hourly Fees. Upon receipt of proper documentation of time, acceptable to the City in its sole discretion, the City shall be responsible to SAFEbuilt for the hourly rate listed in Exhibit B when SAFEbuilt is required by the City to perform a service which is not included as part of the Scope of Services outlined in Exhibit A, and for Code Enforcement Services and Re-Review of Approved Plans. The City will only be responsible for one hourly fee per violation complaint. Any follow up responses required due to repeated complaints regarding the same violation will be provided at no cost to the City. SAFEbuilt shall obtain written authorization of hours from the Mayor prior to performing, and billing for, services at an hourly rate in accordance with schedule set forth in Exhibit B. The hourly rates listed in Exhibit B include pay rate, overhead, profit, travel necessary to perform the task, and all other costs to SAFEbuilt. All hourly fees charged pursuant to this Agreement shall be reviewed by the Parties on an annual basis, and any modification of the fees shall be implemented by written amendment of this Agreement approved and executed by both Parties.

3.4 Responsibility for Outstanding Permits. SAFEbuilt shall be responsible for reviewing all permits in the Building Department that have previously been submitted to the Building Department in which fees have already been paid and to complete the processing of these permits.

3.5 Collection of Fees. The Building Department, through SAFEbuilt, shall collect Building Department fees on behalf of the City and shall deliver the collected fees at the end of each day to the City Finance Director or her designee.

3.5.1 No Reimbursable Expenses. No "reimbursable expenses" or other fee, cost, charge, or fee for the value or expense of any materials, goods, *travel*, mileage, depreciation, or other item related to the performance of the Services shall be paid by the City. Any cost, charge, fee, or expense incurred by SAFEbuilt in the performance of the Services shall be deemed a non-reimbursable cost and shall be borne by SAFEbuilt and shall not be billed or invoiced to the City and shall not be paid by the City.

3.5.2 Reduced Cost Services. The Parties recognize and understand that the City is or may be required by law to waive inspection fees on a limited number of projects during a calendar year or may, at its discretion, waive or reduce inspection fees for certain projects that provide a substantial and direct public benefit (e.g., City owned buildings, school buildings, church buildings, inspection related to court cases or following up services directed by a court of law). The City shall notify SAFEbuilt of such circumstance(s) at the earliest opportunity and the City may require SAFEbuilt to perform building and inspection services at a reduced cost, as set forth in **Exhibit B,** as the situation requires.

3.5.3 Increases in Compensation or Addition of Reimbursable Expenses. Any increases or modification of compensation or the addition of a reimbursable expense(s) shall be subject to written amendment of this Agreement approved by the Mayor and the City Council, and executed by both Parties.

3.6 Payment Processing. SAFEbuilt shall submit invoices and requests for payment in a form acceptable to the City. Invoices shall be submitted by the 15th of each month unless otherwise approved by this Agreement or in writing by the City. All invoices shall contain sufficient information to account for all SAFEbuilt time (or other appropriate measure(s) of work effort for the Services during the stated period of the invoice. Invoices shall be given to the Mayor, or the Mayor's designee, with a computation of the fees received and a total amount on which the payment request is based. The City shall have thirty (30) days from receipt of the invoice to issue payment to SAFEbuilt's corporate offices at: SAFEbuilt; 3755 Precision Drive, Suite 140; Loveland, CO 80538 unless there is a dispute as to the amount due and owning. If there is a dispute, the parties shall use the procedures set out in paragraph 3.7.

3.7 City's Dispute of Amount of Payment. The City may request additional information from SAFEbuilt, including information regarding any Additional Agreements and revenue reports referenced in paragraph 3.2, substantiating any and all compensation sought by SAFEbuilt before accepting the invoice. When additional information is requested by the City, the City shall advise SAFEbuilt in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The City shall pay SAFEbuilt within thirty (30) days of the receipt of an invoice for any undisputed charges or, if the City disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the City following receipt of the information requested and resolution of the dispute. In the event the Parties are unable to resolve the dispute within a commercially reasonable time, the Parties agrees to resolve the dispute through mediation to be conducted by a mediator mutually agreeable to both Parties. Mediation shall comply with the rules of Ohio's Uniform Mediation Act. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the City shall be deemed made and completed upon hand delivery to SAFEbuilt or designee of SAFEbuilt or upon deposit of such payment in the U.S. Mail, postage pre-paid, addressed to SAFEbuilt.

4.0 SAFEBUILT'S GENERAL RESPONSIBILITIES

4.1 Reference to "SAFEbuilt" under this Section shall include SAFEbuilt employees, contractors, subcontractors, independent contractors, or anyone performing services under this Agreement for SAFEbuilt.

4.2 SAFEbuilt shall maintain an office in the City open to the public from 8:30 to 4:30,,Monday through Friday (official City holidays excluded), or such other hours as determined by the City, and perform Inspections and Services,5 days per week during the hours mutually agreed by the Parties. SAFEbuilt's ability to access/use City office space after hours and on weekends shall be governed by the terms of the mutually agreed upon lease agreement between the City and SAFEbuilt for the space to be occupied by SAFEbuilt.

4.3 The City shall supply SAFEbuilt with individual identification badges ("ID badges") for each SAFEbuilt employee. The City shall have the discretion to determine the type, size and design for those ID badges. SAFEbuilt shall require that all employees have their ID badges visible to the public at all time while performing services under this Agreement. Lost ID badges shall be immediately reported to the Mayor or such other City official as the Mayor may designate in writing.

4.4 SAFEbuilt shall provide to the City the work telephone numbers of all employees, including any mobile telephones that will be used while performing services under this Agreement.

4.5 The City shall provide copies and amendments of the City Code of Ordinances, Ohio State Building Codes, street maps or other relevant code books or materials to SAFEbuilt. These Code of Ordinances, Ohio State Codes, street maps and all other materials shall remain the property of the City and shall be turned into the City at the termination of this Agreement. SAFEbuilt shall become familiar with those codes and any unusual applications of those codes to City issues. SAFEbuilt is obligated to affirmatively request from the City such information that SAFEbuilt, based on SAFEbuilt's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.

4.6 SAFEbuilt shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to SAFEbuilt's performance that are not addressed by the Agreement.

4.7 SAFEbuilt shall employ a sufficient number of employees sufficiently experienced and knowledgeable to perform the Services in a timely and prompt manner, including outside of normal business hours as may be required during extreme events and/or under emergency conditions. Such employees shall at all times act in a professional, polite, and courteous manner to all persons regardless of the circumstances.

4.8 SAFEbuilt shall not allow employees, contractors, or subcontractors that are convicted of specific crimes to do work in the City. Those crimes include, but are not limited to, fraud, theft, criminal sexual conduct, assaultive or violent behavior, serious moral turpitude, gambling, prostitution, weapons violations, tax evasion, controlled substances, or excessive use of alcohol.

4.9 SAFEbuilt shall promptly comply with any written City request for the City or any of its duly authorized representatives to reasonably access and review any books, documents, and papers, other than SAFEbuilt's financial records, that are pertinent to SAFEbuilt's performance under this Agreement for the purpose of the City performing an audit, examination, or other review of the Services.

4.10 SAFEbuilt shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

4.11 At all times during the term of this Agreement and any renewal hereof, SAFEbuilt shall be duly registered with, and authorized by, the Ohio Secretary of State to conduct business in the State of Ohio. SAFEbuilt shall provide the City with a valid Certificate of Good Standing from the Ohio Secretary of State no later thirty (30) days prior to the Effective Date.

4.12 SAFEbuilt shall be responsible at SAFEbuilt's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement. SAFEbuilt shall supply copies to the City of appropriate licenses and permits for any individual performing services under this Agreement.

4.13 If requested by the City, SAFEbuilt shall, at no cost to the City, make the appropriate employees, contractors, subcontractors, agents and independent contractors available as witnesses, expert witnesses or otherwise, including but not limited to, appearances at pre-trials, bench trials, jury trials, and at all other times requested by the City, for court proceedings instituted by or involving the City in either criminal or civil matters to the extent such matters involve services performed under this Agreement related to the Building Code,.

4.14 SAFEbuilt shall, at no cost to the City, make the appropriate employee, contractor, subcontractor, and independent contractor available for consultation with the Mayor and/or the Law Director, or their designees, to discuss issues regarding litigation and/or matters of interest to City Council or the public.

5.0 PERFORMANCE STANDARDS

5.1 In performing the Services, SAFEbuilt shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services in the State of Ohio. SAFEbuilt represents to the City that SAFEbuilt is, and its employees performing such Services are, properly licensed and/or registered within the State of Ohio for the performance of the Services (if licensure and/or registration is required by applicable law) and that SAFEbuilt and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement. In addition, more specific standards of SAFEbuilt performance are included within **Exhibit C.**

5.2 In a timely manner, SAFEbuilt shall inform the Building Director (Director of Public Services and Properties) of all oral complaints and submit a copy to the Building Director of all written complaints it receives from third parties against any employee, contractor, subcontractor or independent contractor of SAFEbuilt, and inform the Building Director of any responses to the complaint or of any actions taken.

5.3 The Parties mutually agree that SAFEbuilt's actions reflect on the reputation of the City. It is imperative to the City that SAFEbuilt treats the City and the public with the utmost fairness and respect. SAFEbuilt shall strictly comply with all the terms and conditions set out in this Agreement.

6.0 MISCELLANOUS INVENTORY & SUPPLIES

6.1 SAFEbuilt shall supply all of its own office supplies and materials, including, but not limited to, postage, paper, envelopes, letterhead and business cards. Any inventory or supplies not specifically set out in this Agreement as included in any lease, rental or use provisions shall be the responsibility of SAFEbuilt. Any time SAFEbuilt uses the name "City of Bay Village" or the City logo on letterhead, documents, envelopes, business cards, or other printed materials, it must also include the SAFEbuilt designation approved by the City as set forth on **Exhibit A.**

6.2 SAFEbuilt shall supply, and be responsible for the maintenance of, any and all vehicles and equipment that may be required for SAFEbuilt to perform the Services in a safe and timely manner pursuant to the terms of this Agreement.

6.3 SAFEbuilt shall be permitted to use the City's telephones to perform the Services. The Parties shall agree in advance as to the permissible use the City telephones and the rate at which the City shall be reimbursed by SAFEbuilt for said use in accordance with the terms of the mutually agreed upon lease agreement between the City and SAFEbuilt for the space to be occupied by SAFEbuilt.

7.0 TERM AND TERMINATION

7.1 Term. This Agreement shall be effective on the May 1, 2013 (the "Effective Date") at 12:01 am and shall terminate on April 30, 2016 at 11:59 pm. At the end of the three (3) year period, and upon mutual agreement of the parties as approved by Mayor, this Agreement may be renewed for an additional term of two (2) years. This Agreement may also be terminated as provided in paragraph 7.3.

7.2 Continuing Services Required. SAFEbuilt shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. SAFEbuilt shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Mayor, or a person expressly authorized in writing to direct SAFEbuilt's services.

7.3 City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to SAFEbuilt at least ninety (90) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

7.3.1 Unless directed to continue performing work during the ninety (90) day period prior to termination or unless otherwise provided in any notice of termination, SAFEbuilt shall provide no further services in connection with this Agreement after receipt of a notice of termination; and

7.3.2 All finished or unfinished documents, data, studies and reports prepared by SAFEbuilt pursuant to this Agreement shall be delivered by SAFEbuilt to the City and shall become the property of the City; and

7.3.3 SAFEbuilt shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to SAFEbuilt's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 7.3.1. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to SAFEbuilt shall be submitted to or accepted by the City.

7.4 Termination for Non-Performance. Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing Party if the performing Party first provides written notice to the non-performing Party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 7.4, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for nonperformance, SAFEbuilt shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to SAFEbuilt shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this Section 7.4, nothing in this Section 7 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

7.5 Continued Use of Meritage Software Following Termination of SAFEbuilt Services. Following any termination of SAFEbuilt's Services under this Agreement, the City (or its contractors) shall have the right to use and access SAFEbuilt's Meritage software for any open projects in process at the time of termination, and the ability to extract/download all data relating to City work from of their system, for as long as reasonable necessary to complete the open projects and secure and preserve all data belonging to the City. For the first three months following the termination, the City shall be entitled to use the Meritage software at no charge. At the end of this three month period, if the City desires to

continue to use the Meritage software, the City will be required to negotiate a contract with Meritage for such continued use of the software.

7.6 Fees for Services Not Complete at Time of Termination of SAFEbuilt Services by the City. The amount of any fees due to SAFEbuilt with respect to Services not complete at the time Services were terminated pursuant to this Agreement shall be adjusted to reflect the portion of the work completed by SAFEbuilt at the time of termination in accordance with the rate schedule set forth in **Exhibit B**.

7.7 Delivery of Notice of Termination. Any notice of termination permitted by this Section 7 and its subsections shall be deemed given as set out in Section 13.13 of this Agreement titled "Notices".

8.0 INSURANCE

8.1 Insurance Generally. SAFEbuilt shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the amounts specified as follows:

☒ The Contactor, SAFEbuilt, shall secure and maintain the following ("Required Insurance"):

☒ Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of Two Million Dollars ($2,000,000) each accident, Two Million Dollars ($2,000,000) disease - policy limit, and Two Million Dollars dollars ($2.000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

☒ Commercial general liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Corporations, an Annual Contract Aggregate Limit endorsement, and products and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers as additional insured. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

☒ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than of One Million Dollars ($1,000,000.00) each occurrence with respect to each of SAFEbuilt's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interest's provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

☒ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of Five Million Dollars ($5,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for two (2) years following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

☒ Umbrella Liability_minimum limit of coverage of Five Million Dollars ($5,000,000) per claim and annual aggregate

The Required Insurance shall be procured and maintained with insurers licensed and admitted in Ohio with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by SAFEbuilt.

8.2 Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this Section 10 and its subsections, insurance shall conform to all of the following:

8.2.1 Insurance carried or obtained by the City, its officers, or its employees shall be in excess of and not contributory insurance to that provided by SAFEbuilt; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. SAFEbuilt shall not be an insured party for any City-obtained insurance policy or coverage.

8.2.2 SAFEbuilt shall be solely responsible for any deductible losses for Required Insurance.

8.2.3 No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

8.2.4 Every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

8.3 Failure to Obtain or Maintain Insurance. SAFEbuilt's failure to obtain and continuously maintain policies of insurance in accordance with this Section 8 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of SAFEbuilt arising from performance or non-performance of this Agreement. Failure on the part of SAFEbuilt to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by SAFEbuilt to the City immediately upon demand by the City, or at the City's sole discretion, the City may offset the cost of the premiums against any monies due to SAFEbuilt from the City pursuant to this Agreement.

8.4 Insurance Certificates. Prior to commencement of the Services, and each year in connection with any policy renewal, SAFEbuilt shall submit to the City certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 8 and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference SAFEbuilt / Building Inspection Services. The City may request and SAFEbuilt shall provide within ten (10) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

9.0 OWNERSHIP OF DOCUMENTS

9.1 Any work product, materials, and documents produced by SAFEbuilt pursuant to this Agreement shall be and remains property of the City and shall not be made subject to any copyright unless authorized by the City. SAFEbuilt hereby assigns to the City the copyright to all works prepared, developed, or created pursuant to the Services outlined in this Agreement, including the rights to: (1) reproduce the work; (2) prepare derivative works; (3) distribute copies to the public by sale, rental, lease, or lending; (4) perform the works publicly; and (5) to display the work publicly. SAFEbuilt waives its rights to claim authorship of

the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

Other materials, methodology and proprietary work used or provided by SAFEbuilt to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by SAFEbuilt and SAFEbuilt reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Ohio Freedom of Information Act, Ohio Revised Code (ORC) 121.22 et. seq. and ORC 149.43 et. seq., or any Federal open records act, to the extent that such statutes apply; or (3) pursuant to law, regulation, or court order. SAFEbuilt waives any right to prevent its name from being used in connection with the Services.

9.2 SAFEbuilt will be provided with a copy of the City's Freedom of Information Act ("FOIA") policy. The City is responsible for responses to FOIA requests and SAFEbuilt shall not directly respond to any third parties regarding any received FOIA requests. Upon receipt of a FOIA request, SAFEbuilt shall immediately give that request to the Mayor, the Mayor's designee, with a copy to the Law Director. SAFEbuilt shall provide specific information requested by the City for response to the FOIA request by the date and time requested by the Mayor and/or Law Director and in a specific format if so requested by the Mayor and/or Law Director.

9.3 If SAFEbuilt receives a claim for damages, a Summons or Complaint, a subpoena or other document concerning a request for money damages, a threat of a law suit, or any court action proceeding, SAFEbuilt shall immediately hand deliver these documents to the Mayor, with a copy to the Law Director.

10.0 INDEPENDENT CONTRACTOR.

10.1 SAFEbuilt shall perform the Services as an independent contractor, agrees to execute the waiver required by the Ohio Public Employers Retirement System, and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for SAFEbuilt or SAFEbuilt's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

11.0 CONFLICT OF INTEREST

11.1 SAFEbuilt shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for SAFEbuilt with regard to providing the Services pursuant to this Agreement. SAFEbuilt shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided under the City Charter, City Code of Ordinance, state or federal statute, case law or ethical principles.

12.0 REMEDIES

12.1 In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if SAFEbuilt substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by SAFEbuilt. The remedial actions include:

12.1.1 Suspend SAFEbuilt's performance pending necessary corrective action as specified by the City without SAFEbuilt's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

12.1.2 Withhold payment to SAFEbuilt until the necessary services or corrections in performance are satisfactorily completed; and/or

12.1.3 Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by SAFEbuilt, cannot be performed, or if performed would be of no value to the City; and/or

12.1.4 Terminate this Agreement in accordance with this Agreement.

The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

13.0 MISCELLANEOUS PROVISIONS

13.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver by resolution of the City Council of the City and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

13.2 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, volunteers or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to Title 27, Chapter 2744, of the Ohio Revised Code.

13.3 Affirmative Action. SAFEbuilt will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. SAFEbuilt will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

13.4 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns.

13.5 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, employee or former employee of the City, Sub-consultant or subcontractor of SAFEbuilt. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

13.6 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. Venue for any action arising under this Agreement shall be in the County of Cuyahoga. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

13.7 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

13.8 No Assignment. Neither Party shall assign all or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement to another party or entity.

13.9 Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

13.10 Integration and Amendment. This Agreement represents the entire and integrated agreement between the City and SAFEbuilt and supersedes all prior negotiations, representations, or agreements, either written or oral, unless specified herein. Any amendments to this must be in writing and be signed by both the City and SAFEbuilt.

13.11 Severability. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

13.12 Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

13.13 Notices. Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the City:	**If to SAFEbuilt:**
Mayor City of Bay Village 350 Dover Center Road Bay Village, OH 44140	Mike McCurdie, President SAFEbuilt Corporate Offices 3755 Precision Drive, Suite 140 Loveland, CO 80538
With Copy to:	**With Copy to:**
Law Director City of Bay Village 350 Dover Center Road Bay Village, OH 44140	David Thomsen, Vice President SAFEbuilt Corporate Offices 3755 Precision Drive, Suite 140 Loveland, CO 80538

14.0 SPECIAL PROVISIONS

14.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, SAFEbuilt agrees to defend, pay on behalf of, indemnify, and hold harmless the City its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof which arises out of or is in any way connected or associated with this Agreement. The City shall indemnify SAFEbuilt from any claims

against SAFEbuilt resulting from the gross negligence of the City. At no time does the City waive its right to governmental immunity.

14.2 Force Majeure. Neither SAFEbuilt nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure," As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

14.3 Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City and SAFEbuilt and bind their respective entities.

THIS AGREEMENT is executed and made effective as provided above.

City of Bay Village, Ohio

_____
Signature

NAME: _____

Title:_____

Date:_____

_____
ATTEST Signature

_____
Name/Title

Date:_____

SAFEbuilt Ohio, Inc.

_____
Signature

NAME:_____

Title:_____

Date:_____

EXHIBIT A: Scope of Services

Administrative Services

As part of our administrative services SAFEbuilt will:

- ✓ Provide onsite administrative staff
- ✓ Answer questions at the department window; via phone and email; provide ongoing communication as needed
- ✓ Follow up on complaints and provide solutions
- ✓ Administer the City of Bay Village rental licensing and contractor registration programs
- ✓ Handle fee assessment and collection
- ✓ Process applications and prepare memorandum for the Board of Zoning Appeals, Planning Commission, and Architectural Board of Review
- ✓ Provide input, tracking, and reporting
- ✓ Implement performance measurements to ensure agreed upon service levels
- ✓ Provide and complete all agreed upon reports as are required by the City within mutually agreed upon timeframes and frequencies -- content and detail to be mutually agreed upon
- ✓ Provide all compliance and licensing reporting to required agencies
- ✓ Receive pre-approval from Mayor or Mayor's designee on all printed materials related to City

Building Department Services

As part of our building department services SAFEbuilt will:

- ✓ Monitor and enforce adopted building codes, related codes, and amendments
- ✓ Demonstrate experience and applied knowledge in the aspects of plan review and building and construction inspections related to historic structures
- ✓ Document areas of non-compliance using written records, electronic communications, photographs or other appropriate means
- ✓ Provide training for our inspectors on City of Bay Village ordinances and amendments
- ✓ Be available for meeting as requested

Plan Review Services

As part of our plan review services SAFEbuilt will:

- ✓ Accept and perform plan review electronically as well as in the traditional paper format
- ✓ Work with applicants on submittal requirements to ensure the process is not held up for minor issues
- ✓ Examine all commercial and residential projects including drawings, specifications, computations, and additional data to determine if plans conform with State of Ohio codes, City of Bay Village local ordinances, and pertinent codes including the National Electrical Code
- ✓ Perform the following reviews: building code, accessibility, mechanical, electrical, plumbing, use and occupancy classification, general building heights and areas, construction type, means of egress, accessibility, energy code, and foundation
- ✓ Be available for pre-submittal meetings to facilitate review timeliness and submittal completeness
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Add resources as needed to keep reviews on schedule and provide needed expertise
- ✓ Provide type written comment letters
- ✓ Review all revisions and be available for consultation after review is completed

Inspection Services

As part of our inspection services SAFEbuilt will:

- ✓ Perform and coordinate all requested electrical, plumbing, mechanical and building code inspections
- ✓ Offer a two hour inspection window along with a 30 minute call ahead notification to homeowners
- ✓ Perform inspections to determine that construction activity complies with approved plans, applicable codes and ordinances
- ✓ Provide onsite inspection consultations to citizens and contractors
- ✓ Observe safety and security procedures and report potentially unsafe conditions
- ✓ Identify and document any areas of non-compliance and suggest alternate means
- ✓ Process and deliver stop-work notices for non-conforming building activities
- ✓ Leave a copy of the inspection notice on-site and input results into permitting/tracking system

Building Official Services
As part of our building official services SAFEbuilt will:

- ✓ Effectively manage all building department activities and staff, including performance issues
- ✓ Meet with the Building Director** and/or Mayor on a regular basis and provide coordination with other department ~~managers~~ DIRECTOR.
- ✓ Implement office and field policies and procedures
- ✓ Review documentation for compliance with state and local requirements
- ✓ Coordinate with City Attorney for timely code adoption and processing
- ✓ Attend staff and council meetings as requested and Planning Commission, BZA, and ABR meetings.
- ✓ Attend grievance hearings and resolve complaints appropriately
- ✓ Develop staff performance and training plans that aligns with City of Bay Village goals

For the purposes of providing building department services described herein, The City of Bay Village appoints SAFEbuilt as the sole building official and grants SAFEbuilt all rights and privileges established by ordinance, statute or building code for this position.

Front Counter/Administrative Support Services
As part of our front counter/administrative support services SAFEbuilt will:

- ✓ Provide a qualified team member to facilitate the permitting process from permit intake to issuance
- ✓ Maintain and coordinate permit payment receipts with the Bay Village Finance Department
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Provide customer service and answer questions at the department window or over the phone
- ✓ Review and provide handouts at the counter
- ✓ Process permits that require minimal or no plan review at time of submittal
- ✓ Administer the City of Bay Village rental licensing and contractor registration programs
- ✓ Respond to citizen complaints and communicate effectively with citizens to minimize impact of building activities on the public and neighborhoods
- ✓ Maintain all current and archived building department records and files

Property Maintenance Complaint Services
The primary focus of any Property Maintenance Complaint Services program is to achieve compliance without confrontation and at minimum cost. An effective program benefits the municipality and its residents by presenting a better image with safer, more attractive neighborhoods and higher property values. We take an educational pro-active approach to property maintenance program and believe that citations should only be issued as a last resort. Our goal is to interact on a level that prevents a dispute from occurring.
As part of our services SAFEbuilt will:

- ✓ Work with the City and its citizens to promote and maintain a safe and desirable community
- ✓ Respond to and investigate code violation complaints as directed
- ✓ Post violation notices and provide initial citizen notifications and follow-up inspections
- ✓ Provide written reports that include digital photos of violations and action taken
- ✓ Prepare cases for court appearances, provide presentations and attend meetings as needed
- ✓ Participate in public educational activities and customer service surveys related to property maintenance
- ✓ Provide statistical, narrative information and detailed reports within mutually agreed upon frequencies

Rental Dwelling Licensing & Inspection Services
As part of our rental dwelling licensing and inspection services SAFEbuilt will:

- ✓ Facilitate the program as established by The Bay Village Rental Dwelling Housing License Code
- ✓ Accept and review license applications forms
- ✓ Determine that license applications comply with annual renewal requirements
- ✓ Inspect building and property to ensure compliance with ordinance requirements
- ✓ Issue licenses for buildings and properties found to be in compliance with ordinance requirements
- ✓ Void existing licenses for buildings and properties found to be in violation of ordinance requirements
- ✓ Provide and complete all agreed upon reports as are required by the City within mutually agreed upon timeframes and frequencies – content and detail to be mutually agreed upon

** designee

Contractor Registration & Licensing Services
As part of our contractor registration and licensing services SAFEbuilt will:

- ✓ Facilitate the program as established by the Bay Village ordinance
- ✓ Accept and review registration applications forms
- ✓ Determine that contractors meet insurance requirements during registration review process
- ✓ Determine that registration applications comply with annual renewal requirements
- ✓ Provide and complete all agreed upon reports as are required by the City within mutually agreed upon timeframes and frequencies – content and detail to be mutually agreed upon

Emergency Response
SAFEbuilt staff has been trained for damage assessment. Our response will consist of a rapid assessment of the structural integrity of damaged buildings using appropriate means and methods. The purpose of these evaluations is to determine whether damaged or potentially damaged buildings are safe for use, or if entry should be restricted or prohibited. SAFEbuilt will post the structure with the appropriate placard.

SAFEbuilt provides immediate response to localized emergencies through the use of existing personnel within the office. In the case of large scale emergencies, we work directly with your representative and emergency management personnel to determine an appropriate response and mobilize resources as needed.

Subcontractors
SAFEbuilt will provide and maintain all professional services as described in the request document under "Scope of Services". No portion will be subcontracted without prior approval by the City of Bay Village.

SAFEbuilt/Meritage Building Department Software
SAFEbuilt/Meritage has developed its own internet-based software package that allows workflow tracking for monitoring a permit's progress through the entire permit lifecycle with separate signoff capability for internal and external departments. We have experience with legacy permitting systems and have implemented online permitting, field inspection resulting, electronic plan review, online citizen access, and contractor licensing for many clients. We can also provide a module to help facilitate code enforcement, rental dwelling and contractor registration programs as adopted by the City. These modules provide tracking and reporting of services typically associated with these types of programs. We request the City maintain their current software system for the initial 90 days after service transition to allow a solid understanding of the software prior to system transition. Main features include:

- ✓ Application data tracking, customizable to match existing forms
- ✓ Workflow tracking for monitoring a permit's progress through the entire permit lifecycle
- ✓ Tracks the dates of all actions and reports turn-around times
- ✓ Owner, contractor, and address databases maintained in order to keep accurate records
- ✓ Fee assessment and collection capabilities – including use tax and other Town fee items
- ✓ Separate signoff capability for appropriate departments, both internal and external
- ✓ Document attachment capability for scanned items pertaining to specific permits
- ✓ Web-enabled thin-client accessible with an internet connection 24/7/365
- ✓ Workflow tracking, plan review and inspection status details
- ✓ Standard reporting as well as custom reports written to your specifications
- ✓ Full offsite backup and storage
- ✓ Tracking and reporting of code enforcement and rental dwelling activities
- ✓ Tracking for contractor licensing that alerts user if licensing, registration or insurance is not in place at permit issuance
- ✓ Training on SAFEbuilt's software will be provided

EXHIBIT B: Fee Schedule

SAFEbuilt does not utilize a company-wide fee schedule. A majority of our fees are based on an appropriate percentage of the jurisdictions adopted fee schedule for services being provided by SAFEbuilt. SAFEbuilt proposes services to be performed at the following all inclusive rates with no separate billing for vehicles, mileage, travel time, equipment etc.

Fee Type	SAFEbuilt's Fee
Building Permit Fees	85% of City of Bay Village Fees
Electrical Permit Fees	85% of City of Bay Village Fees
Plumbing Permit Fees	85% of City of Bay Village Fees
HVAC Permit Fees	85% of City of Bay Village Fees
Miscellaneous Fees	85% of City of Bay Village Fees
Plan Review Fees	85% of City of Bay Village Fees
Penalty Fees	85% of City of Bay Village Fees
Rental Dwelling Licensing/Inspection Fee	85% of City of Bay Village Fees
Contractor Registration/Licensing Fee	85% of City of Bay Village Fees
Existing Open Permits (under $5,000 permit fee)*	40.00 per open permit
Existing Open Permits (over $5,000 permit fee)**	To be negotiated individually
Property Maintenance Complaint Services***	$55.00 an hour
Re-Review of Approved Plan Fee****	$75.00 an hour – 1 hour minimum
Miscellaneous Hourly Fee *****	$75.00 an hour
Volume Discount******	5% reduction of percentage of fees only
City Owned Projects	50% of fees based off of valuation and standard Bay Village fee schedule as if a private project
Public School Projects	50% of fees based off of valuation and standard Bay Village fee schedule as if a private project

*Existing open permits under $5,000 in permit fees will be closed by SAFEbuilt at $40.00 per permit.

**Existing open permits over $5,000 in permit fees will be finaled and closed by SAFEbuilt at a negotiated rated to be mutually determined on a case by case basis.

***Property Maintenance Complaint Services not to exceed $15,000 in first year of agreement unless agreed upon in writing by both parties. Years 2 and 3 not to exceed amounts to be agreed upon in writing at later date

****Re-review of previously approved plans fees should pass through to the applicant.

*****Miscellaneous hourly fee must be pre-approved by Mayor or official designee prior to services being performed and billing by SAFEbuilt.

******If SAFEbuilt revenue reaches $1 million from clients in Cuyahoga and Lorain counties during a contract year (May 1st through April 30th) then following year percentage of fees drops from 85% to 80%. 5% drop is a one- time event. Percentage will not increase if next year volume is not $1 million. Volume discount does not pertain to hourly rates. (Since this has occurred during the past contract year, the City of Bay Village fees shall be lowered to 80% pursuant to the provision of this section.)

EXHIBIT C: Performance Standards

Performance measurement is essential for defining goals, setting objectives, and measuring success of the department. We use a number of performance measures to gauge the effectiveness of our systems and the efficiency of our staff. The most visible of quantitative measures are the following:

Area	Performance Measurement	Goal	Description of How to Achieve each Performance Measurement
Overall Department	Customer Service Ratings	100%	SAFEbuilt will utilize customer service surveys to determine if department activity is satisfactory for the end user and to identify areas of strengths and areas that need improvement.
Administrative Support	Percentage of walk-ins experiencing counter wait times of less than 10 minutes	100%	The front counter log will be reviewed each month to ensure that any customer requests or issues are handled quickly and effectively so as not to be an inconvenience. The data will be compiled into a report.
Administrative	Percentage of phone inquiries/complaints handled within 24 hours	100%	Inquiries and complaints from walk-in traffic, emails and phone calls will be tracked and compiled into a report.
Building Code Plan Review	Residential) plan reviews – maximum time to first comment is 5 business days.	100%	SAFEbuilt may utilize its permitting software to provide reporting. Business days' time frames are a maximum time to comments. All plans will be reviewed on an As Soon As Possible (ASAP) basis. Estimate times to completion will be communicated to applicant.
Building Code Plan Review	Multi-family plan reviews maximum time to first comments is 10 business days. Maximum time to second comments is 5 business days	100%	
Building Code Plan Review	Small Commercial (<$5M in valuation) plan reviews first comments within 10 business days/second comments 5 business days	100%	
Building Code Plan Review	Large Commercial (>$5M in valuation) plan reviews first comments within 15 business days/second comments 10 business days	100%	
Building Code & Rental Dwelling Inspection	All inspections performed within 24 hours of request unless otherwise requested by applicant	100%	SAFEbuilt may utilize its permitting software to provide reporting. The maximum time to complete a scheduled inspection is 24 hours – this does not include non-business days.
Property Maintenance Complaints	Percent of property maintenance complaints inspected/reviewed within 48 hours of complaint	100%	SAFEbuilt may utilize its permitting software to provide reporting. The maximum time to complete a scheduled inspection is 48 hours – this does not include non-business days.

Joan Kemper

From: Sharb, Michael L. <mike.sharb@squirepb.com>
Sent: Thursday, April 28, 2016 8:56 AM
To: Renee Mahoney
Cc: Dwight Clark; Deborah Sutherland; Gary Ebert; Joan Kemper; 'June.schafer@huntington.com'
Subject: $3,913,000 City of Bay Village, Ohio, Various Purpose Notes, Series 2016 - Initial Proceedings [I-AMS.FID3602147]
Attachments: Fiscal Officer_s Certificate - Administration ($33,800).DOCX; Fiscal Officer_s Certificate - DCS Facilities ($43,500).DOCX; Fiscal Officer_s Certificate - Fire ($15,000).DOCX; Fiscal Officer_s Certificate - Police ($129,195).DOCX; Fiscal Officer_s Certificate - Refunding ($2,538,400).DOCX; Fiscal Officer_s Certificate - Sanitary Sewers ($80,000).DOCX; Fiscal Officer_s Certificate - Service ($381,525).DOCX; Fiscal Officer_s Certificate - Streets ($691,580).DOCX; Note Ordinance - Administration ($33,800).DOCX; Note Ordinance - DCS Facilities ($43,500).DOCX; Note Ordinance - Fire ($15,000).DOCX; Note Ordinance - Police ($129,195).DOCX; Note Ordinance - Refunding ($2,538,400).DOCX; Note Ordinance - Sanitary Sewers ($80,000).DOCX; Note Ordinance - Service ($381,525).DOCX; Note Ordinance - Streets ($691,580).DOCX

Renee, please find attached the initial proceedings necessary for the issuance of the above-captioned bond anticipation notes. These notes will (i) renew (excepting an aggregate pay down of $772,600) the City's outstanding $3,311,000 Various Purpose Notes, Series 2015, and (ii) provide "new money" for City projects totaling $1,374,600. The interest due on the Series 2015 Notes at their maturity on June 10 will be $33,110 (thus a total of $805,710 will be required from the City on June 10, in addition to the Series 2016 Note proceeds, to retire the Series 2015 Notes). The attached documents are to be processed as follows:

- **Fiscal Officer's Certificates (8)**, each to be reviewed and signed by you and presented to Council prior to its first consideration of the related Note Ordinance.

- **Note Ordinances (8)**, each which I understand Council is expected to first consider at its regular meeting on **May 2**, then on second reading and for passage under suspension of the rule requiring three readings at its special meeting on **May 9**. The Note Ordinances have been prepared as, and should be passed as (consistent with Section 2.15 of the City's Charter), emergency measures.

For the transcript of proceedings, I would appreciate receiving as soon as they are available (i) a copy of each of the signed Fiscal Officer's Certificates, (ii) a certified copy of the each of the Note Ordinances, as passed, and (iii) a certified copy of the minutes from the Council meetings at which the Note Ordinances are considered, the latest of which reflecting, for each Note Ordinance, separate roll call votes on suspension of the rules (assuming Council elects to do so) and passage of the Note Ordinance as an emergency measure, all as soon as they become available. Upon my receipt of the Note Ordinances, I will arrange for their delivery to the County Fiscal Officer as described in Section 11 of each of the Note Ordinances.

As always, let me know if you have any questions.

Mike

DRAFT

ORDINANCE NO.
INTRODUCED BY:

AN ORDINANCE
APPROVING CERTAIN CAPITAL EXPENDITURES AND PERSONAL SERVICES CONTRACTS PREVIOUSLY APPROVED BY BUDGET THAT EXCEED TWENTY THOUSAND DOLLARS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Bay Village annually provides a budget which is approved by Council and is subject to certain State bidding limitations; and

WHEREAS, the Finance Director may approve expenditures submitted by the department directors or as directed by Council within amounts appropriated by Council; and

WHEREAS, Council shall approve capital equipment, vehicles, public improvement projects and professional consulting services that are in excess of Twenty Thousand Dollars ($20,000.00) provided that the funds have been appropriated by Council;

BE IT ORDAINED by the Council of the City of Bay Village, Ohio:

SECTION 1. The Finance Director may approve expenditures provided that the amounts have been appropriated by Council.

SECTION 2. Any single item capital expenditure that exceeds Twenty Thousand Dollars ($20,000.00) and previously appropriated shall be submitted to Council for specific approval.

SECTION 3. Any professional service contracts that exceed Twenty Thousand Dollars ($20,000.00) aggregate in a single year to the same vendor and previously appropriated shall be submitted to Council for specific approval.

SECTION 3. Expenditures for Cahoon Memorial Park which are not subject to bid limitations shall be in accordance with the Cahoon Will and the authority granted to the Trustees under the jurisdiction of the Cuyahoga County Probate Court.

SECTION 4. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

SECTION 5. That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

DRAFT

PASSED:

_____
PRESIDENT OF COUNCIL

_____
CLERK OF COUNCIL

APPROVED:

_____
MAYOR

4/26/16 ll

MEMORANDUM

TO: Members of Council DATE: April 28, 2016

FROM: Councilman Tadych

Enclosed see pricing from State purchases – police vehicle Interceptor vs Charger.

Best,

Dave

Charger Police

BID PRICE

AUTOMOBILE, POLICE SPECIAL, 4 DOOR SEDAN, LARGE SIZE V8, REAR WHEEL DRIVE

ITEM ID NO:	ESTIMATED ANNUAL USAGE	DESCRIPTION	PRICE PER UNIT
19555	200	AUTOMOBILE, HIGHWAY PATROL (2015 or newer)	$24,267.00
INDICATE DAYS A.R.O.: INDICATE CITY/STATE OF MANUFACTURER: Brampton, Ontario ~~MANUFACTURER: Dodge~~ MODEL: Charger MODEL NUMBER: LDDE48 CONTRACTOR: Byers Chrysler, Jeep, Dodge REAR END GEAR RATIO: 2.65			

ITEM ID NO:	CONTRACTOR'S ORDER NO.	OPTIONS	UNIT COST
19556	AEB	Street Appearance Package	$350.00
19557	GXQ	Additional set of FOB Keys	$95.00
26618	LDEE48	All-Wheel Drive Option with V8	$25,749.00
26617	AMV	Back Up Camera	$325.00

Colors - Street Appearance Options: No Charge Colors: Billet Silver, Bright Silver, Bright White, Granite Crystal, Jazz Blue, and Pitch Black.

CONTRACTOR INDEX

CONTRACTOR, TERMS, DELIVERY:

BID CONTRACT NO: OT903715-1

136939
Byers Chrysler Dodge Jeep Ram
465 S. Hamilton Rd
Columbus, OH 43213

DELIVERY: 80-120 days ARO

TERMS: Net 30 Days

Preferred Method of Receiving Purchase Orders:

E-Mail: tallen@byersauto.com

CONTRACTOR'S CONTACT: Tom Allen

TELEPHONE: (614) 737-7227
FAX: (614) 737-7220
E-MAIL: tallen@byersauto.com

SPECIFICATIONS (cont.)

4DR Sedan – Large V8
RWD

Standard Specification Items	Minimum Requirements		Minimum Requirements
Mfg. Make	Dodge	Flexible Fuel Vehicle (FFV)	Not Required
Mfg. Model	Charger	Rear Window Defroster	Wire in glass
Seating Capacity	5	Fresh Air Temperature Controlled Heater	W/ Windshield Defrosters
# of Doors	4	Intermittent Windshield Wipers	W/ dual speed
Wheelbase (in.)	120.2	Trunk Light	Automatic
Base Curb Weight (lbs.)	4,200	Interior Lighting	Overhead dome and dome driver light (red/white)
Body Side Moldings; Front deleted, Rear installed	Not Required	Air Conditioning	Required
Power Train	Rear Wheel Drive	Seat Covering	Cloth FR, Vinyl RR
Engine Type (Cylinder/Liter)	V8 / 5.7	Floor Covering	Heavy – duty rubber
Horsepower (HP)	370	Radio – Factory Installed	AM/FM
Cooling System	Heaviest Duty Available	Front Seat Type	Bucket adjustable – no center console
Automatic Transmission	Auto, 5-sp	Rear Seat Type	Bench – no center console
Alternator (amps)	200	Power Antilock Brakes (ABS) (Front and Rear)	Required
Battery (CCA)	800	Air Bag Restraint System (Driver and Passenger min.)	Required
Fuel Capacity (gals.)	19	Supplemental Restraint System (Driver and Passenger)	Required
Exterior Mirrors – Right and Left mounted	Heated / Remote controlled	Tires – Pursuit Rated	All Season, Steel Belted, Black wall
Keyed Door Lock (Driver, & Trunk min.)	Required	Spare Tire / Wheel	Full size
Steering	Power / Tilt	Radio Suppression System	Required
Electronic Door Locks / Electronic Windows	Required – Driver control lock out	12 Volt Power outlet, in front compartment	Required
Remote Keyless Entry Key	Required	Interior Rear View Mirror	Day/Night
Rust Proofing	Min factory warranty	Fuel at delivery (final acceptance)	½ tank
Paint– Specify Std Colors	Bright Silver	Mfg. Standard Warranty	Min. 3/36 Bumper to Bumper and 5/100 Power-Train
Left Handed Spotlight, Pillar Mounted	Required	Speedometer / Std gauge package	Required
Glass	High Strength Factory Tinted	Hood Latch Release	Inside passenger compartment only, by driver side
Arm Rest on Front Doors	Required	Remote Control Trunk Release by Driver	Required
Foam Front Seat Cushion	Required	Dual Horns, Factory Installed	Required

Note: Please refer to detail written specification on prior pages for more details to the above out line specification minimums.

SPECIFICATIONS (cont.)

4DR Sedan – Large V8 RWD

Dimensions/Ratings	Min. Req.		
PA Estimated Mileage (City/Highway)	15/25 Gasoline		
Head Room (Front/Rear) in.	38/36		
Leg Room (Front/Rear) in.	41/40		
Hip Room (Front/Rear) in.	56/56		
Shoulder Room (Front/Rear) in.	59/57		
Trunk/Luggage Area (cu. ft.)	14		

Note: Please refer to detail written specification on prior pages for more details to the above out line specification minimums.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	11/01/15	By mutual agreement, 2016 vehicles will be offered at 2015 pricing effective 11/01/15; in addition this Contract is being renewed through 11/01/16. This amendment also adds the Summary of Amendments.

OhioDAS

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

MANDATORY USE CONTRACT FOR: HIGHWAY PATROL AUTOMOBILES, 2015 MODEL YEAR (OR NEWER)

CONTRACT No.: OT903715

EFFECTIVE DATES: 11/05/14 to 10/31/15
Renewal through : 10/31/16

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903715 that opened on 10/24/14. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions (Revised 10/2013), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

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

This Requirements Contract is available to OHIO STATE HIGHWAY PATROL, DEPARTMENT OF PUBLIC SAFETY, COLUMBUS, OH 43223, as applicable.

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

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

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

http://www.ohio.gov/procure

Signed: _____
Robert Blair, Director Date

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SPECIAL TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within delivery noted on the Pricing Schedule and after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: multiply the estimated annual usage of each item by its corresponding unit price and then add these totals together. If estimated usages are unknown a quantity of one (1) will be used for the evaluation. Failure to bid all items may result in the bidder being deemed as not-responsive.

SITE VISIT: A site visit will be held on October 14, 2014 at Department of Public Safety Warehouse, 1583 Alum Creek, Columbus, OH to survey the current 15MY vehicle and discuss the requirements of the bid. The site visit will commence promptly at 10:00 AM barring an unforeseen circumstance that result in a delay of the site visit. Attendance will be taken. The state will not be responsible to a bidder for their failure to obtain information discussed during the site visit due to their failure to attend and/or arriving after the site visit has convened.

Please contact Mr. Jim Hansen, Fleet Manager by noon on October 9, 2014 at (614) 466-3284 during regular business hours to make arrangements for authorization to enter the facility.

BRAND SPECIFIC: The product(s) specified in this bid is/are being bid as Brand Specific. That signifies that no alternates will be accepted for award. Bid is in accordance with the Ohio Administrative Code 123:5-1-10 (K).

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total.

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

OPTION PRICING NOTE: Option prices bid shall be less than the manufacturer's suggested retail price(s). Bidder signifies by their signature on page one (1) of the ITB that the option prices bid are less than MSRP. Bidders found to be over charging for options during bid evaluation may have those options deleted from any award. Ordering agencies are advised to compare window sticker prices of options, where possible with option charges on invoices. Bidders found to be over charging for options at the time of invoicing will be required to submit corrected invoices reflecting proper pricing.

AUTOMOBILE LIABILITY INSURANCE: Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker or Sub Contractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

SERVICE: The vehicle will be completely dealer serviced and conditioned as per the manufacturer's pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the vehicle for immediate and continuous operation upon delivery. Unit shall conform to all current Federal Safety Regulations including OSHA.

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

SPECIAL TERMS AND CONDITIONS (cont'd.)

CERTIFICATE OF TITLE: The title shall be filed by the contractor and delivered to the ordering agency within ten (10) days after delivery of the vehicle. Payment of invoice is not to be delayed awaiting title (see Standard Contract Terms & Conditions, Article III, B).

AGENCY REGISTRATION: The successful bidder shall furnish the Title Documents for each new vehicle and deliver same to the Department ordering the vehicle, unless otherwise specified on purchase order.

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

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

In reference to OAC 4501:1-3-05, DAS may ask for proof of a salesperson's license after bid opening if not provided at bid opening. If requested, the dealer will have five (5) business days to respond.

Bid Automobile Liability Checklist:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

X Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of $500,000.00.

☐ Goods/Services will be delivered via common carrier.

☐ No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.,): [For Supplies only Bids]:

List names of subcontractors who will be performing work under the Contract.

Hall Public Safety

_____ _____

_____ _____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

TRANSPORTATION CHARGES: All vehicles are to be delivered prepaid F.O.B. Ohio State Highway Patrol, Department of Public Safety Warehouse, 1583 Alum Creek, Columbus, OH 43209, unless otherwise specified on the purchase order.

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

ADDITIONAL DELIVERY INSTRUCTIONS: The transporting and delivery of highway patrol automobiles shall be accomplished by surface transport. These autos shall not be towed. The vehicles may be driven from the contractor's place of business to the delivery point as specified on the purchase order; however, tow-bar delivery is not acceptable.

SPECIFICATIONS

I. SCOPE:

These specifications describe vehicle(s) to be used in law enforcement work by the Ohio State Highway Patrol (OSHP). The vehicle(s) will be operated for long periods of time at normal traffic speeds, with frequent periods of idling; however, the vehicle(s) must also be capable of fast acceleration and high-speed pursuit performance.

The manufacturer in the selection and engineering of components shall use materials and design practices that will produce vehicles which will accomplish and satisfy all requirements of these specifications.

II. APPLICABLE DOCUMENTS:

A. Model Year 2015 EPA Fuel Economy Guide.

B. State of Michigan, Department of State Police and Department of Management and Budget, 2014 Model Year Police Evaluation Program; meet or exceed the standards established by the 2014 Michigan State Police Vehicle Test Team for the Police (Pursuit) Category vehicles.

C. The vehicle(s) shall conform to all applicable Motor Vehicle Laws of the State of Ohio, and to Title 49, Code of Federal Regulations, Part 38, Sub-parts A and B, in addition to these specifications. The vehicle(s) shall conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS).

III. ILLUSTRATIVE AND TECHNICAL DATA:

Bidder shall submit with their bid offer detailed, illustrative product brochures / literature and technical data on vehicles and equipment proposed to be furnished. Color chart shall be included. If not provided as part of the bid response, the Bidder must provide said brochures / literature and technical data within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the bidder to furnish said product brochures / descriptive literature and technical data either as part of their bid response or within the time specified herein may deem the bidder not responsive.

IV. REQUIREMENTS:

A. General Description: Vehicles to be used in the following type service: Police Pursuit Work, Model Year 2015 or newer, body style - 4-door sedan, rear wheel drive.

B. Heavy Duty: Where "heavy-duty" is indicated, this shall be interpreted to mean above the quality in standard production of that vehicles series for marketing to the general public, when such optional equipment is available.

C. Rust Proofing: Each vehicle listed in this bid shall have the manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty should be returned with the bid, certifying compliance to this requirement. NOTE: Failure to provide this warranty may result in disqualification of the bid.

D. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and manufacturing standard and will be specified on the order. Certain items may require specific paint as noted. Bidder to note which colors are standard at no extra cost on each item bid. If no chart is submitted or no notations are made, it will be assumed all colors are standard and no additional compensation will be made for any factory color ordered.

E. Engine: Engine shall be a minimum eight (8) cylinder 5.7Liter engine that will meet or exceed the vehicle performance requirements found elsewhere in these specifications.

F. Performance: Vehicles shall meet or exceed the following performance requirements the current annual vehicle testing conducted by the Michigan State Police will be used to determine performance requirements:

1. Acceleration: 0 - 60 mph – 6.2 seconds or less; 0 - 80 mph – 9.5 seconds or less; 0 - 100 mph - 15 seconds or less.

2. Vehicle will make four (4) acceleration runs and the times for the four runs will be averaged.

3. Top speed minimum 130 mph.

G. Exhaust System: Shall be dual exhaust system or other system of sufficient size to effectively reduce back pressure.

H. Transmission: Shall be of heavy duty design with a minimum of four speeds forward with overdrive and one reverse, fully automatic with first gear lockout feature or electronically controlled to prevent low gear damage. Engineered for maximum durability and performance for the model bid and suitable for Police Pursuit Service.

SPECIFICATIONS (cont.)

I. Axles: The front wheel suspension and rear axle are to be heavy-duty type and capable of sustaining the total gross load at ground without evidence of overloading. The gear ratio shall be as recommended by the manufacturer and shall be listed with the bid.

J. Cooling System: Shall be manufacturer's maximum capacity (heavy duty) cooling system complete with factory-installed coolant recovery system. The system shall operate satisfactorily at factory recommended idle speed in an ambient temperature of 120° Fahrenheit without boiling over for thirty (30) minutes with air conditioner operating.

K. Antifreeze: Shall be permanent-type factory installed in all units, regardless of delivery date and be capable of protection to minus 35 ° Fahrenheit.

L. Brakes: Power assisted heavy duty police, fade-resistant brakes, and four-wheel disc brakes. Brake system shall be anti-lock brake system (ABS).

Brakes and related components shall possess characteristics necessary for a vehicle engaged in high speed law enforcement work with regard to fade during repeated high speed stops. Vehicles selected at random delivered by the successful vendor shall be subject to the following braking test. (Results of annual vehicle testing conducted by the Michigan State Police will be used to determine braking requirements).

1. Brake heat-up: two stops from 90 – 0 mph at approximately 22 feet per second deceleration rate. Six measured stops from 60 mph impending skid (ABS) maximum deceleration rate stops.

2. Immediately after these "heat-up" stops are completed the vehicle is turned around and makes six additional measured stops from 60 - 0 mph impending skid (ABS) maximum deceleration rate. After 4 minutes of heat soak from last test, the entire sequence is repeated. The data resulting from the twelve total stops is used to calculate the average deceleration rate at which is the vehicle's score for this test. After completion of the testing the overall average deceleration rate shall be no more than 29.90 ft/s^2 with no evidence of severe fading and the vehicle stopping in a straight line staying within the correct lane.

M. Radio Suppression: Shall be equipped with noise suppression equipment for two-way radio operation, which shall include but not be limited to: suppression-type spark plugs, wiring, and braided bonding straps which terminate at paint-free surfaces (at a minimum the trunk lids shall also have bonding straps connecting them to the main body or frame) to be factory installed. Engineering assistance shall be furnished to correct any radio interference caused by the ignition system.

Does your vehicle bid comply? Yes X No _____.

N. Wheels: Heavy duty 18" minimum JJ, safety rims, five (5) wheels per vehicle (Police Special). Vehicle is to come equipped with full wheel covers that will remain secured to the vehicle during pursuit driving.

O. Tires: Vehicle shall be equipped with Goodyear Eagle RS-A steel-belted radial police tires mounted on JJ safety rims. Tires must be certified for police use up to 149 mph (sustained speed) by tire and auto manufacturer. Spare wheel and tire shall be full-size and the same as those on the vehicle. The vehicle must be delivered with the factory horizontal tire mount part number #82213018 but not installed.

P. Speedometer: Certified calibrated with two (2) mph/three (3) km/pH increments, factory installed. Each vehicle shall be delivered with a VIN specific notarized form of the speedometer calibration. Face to read: 0 mph to 140 or greater mph. Instrument error to be maximum plus or minus two (2) mph at all speeds between 10 to 140 mph.

Q. Steering: Power steering, with tilt steering wheel, shall adjust to at least four (4) different positions. Adjusting lever to be located on steering column. Steering Wheel - manufacturer's standard, equipped with driver's side air bag supplemental restraint system.

R. Suspension: Heavy duty front and rear suspension system compatible with police vehicle use.

S. Fuel System: The vehicle shall be equipped with a fuel tank, capacity of not less than nineteen (19) gallons. All vehicles to be delivered with fuel tank at least one-half of a tank of fuel.

SPECIFICATIONS (cont.)

T. Alternator: 12 volt, minimum of 200 AMP with 132 AMP charge rate at idle in neutral. Output to be rated by the manufacturer's latest information on the alternator's capacities or a system of the approximately equal capacity, which is approved by the State of Ohio. The system will be wired according to the manufacturer's recommendations and shall be suitable for severe police service. Dual belt drive preferred. Belts dual or single; must be of a high performance type.

U. Battery: 12 volt heavy duty, minimum rating of 800 cold cranking AMPS at zero degree Fahrenheit and a minimum reserve capacity of 115 minutes.

V. Exterior Color: All vehicles will be Brilliant Silver.

W. Seats: Front: Bucket seats, 45/45 or 40/40, heavy-duty construction, cushion and backs; with a minimum space of 9 inches between the two seats to allow mounting of a radio console. Power seat adjuster, preferably six-way, shall be provided for the driver's side only. Cushion to have foam rubber pad. A minimum of 38 inches effective head room and 41 inches effective leg room shall be as measured from the heavy duty seat. This shall be as measured under SAE standards. Seats to be installed in the chassis in the rearmost position. Rear: Standard as supplied for current models, rear bench excluding center arm rest.

X. Covering Material: Cloth front bucket seats with a vinyl rear seat. Standard production trim to be used. Colors to harmonize subject to approval. Color and style selection information to be furnished upon notification of award.

Y. Additional Requirements Listed Shall Be Installed As Specified:

1. Fresh Air Heater and Defroster – Integral.

2. Windshield Wipers - Dual electric, two or more speeds, with intermittent wipe feature. Shall be equipped with the manufacturer's standard windshield washers and contain the proper fluids.

3. Rear Window Electric Defroster - Factory equipped (wire in glass style).

4. Power window and door system - To be factory installed with the only operational switches located on the front door trim pads. Rear door trim pad window switches to be inoperable (disabled by contractor prior to delivery with the ability to make operable at a later time for resale of vehicle).

5 Keyed alike - Each vehicle shall have all locks and switches on that specific vehicle keyed alike so that a single key will operate the ignition switch, door locks, trunk lock and glove compartment lock. Four (4) key FOB to be furnished with each car, different key code for each car.

6. Parking brake - Shall have a manual operated release with a warning light.

7. Air conditioner - To be factory installed with built-in vented outlets in instrument panel. Shall have an acceptable automatic control that will cut the air conditioners compressor off when the speed of the vehicle reaches and exceeds 75 mph or an acceptable compressor designed and warranted for high speed operations.

8. High strength windshield glass - All windows shall have tinted glass, factory installed.

9. An additional dome light - With an integral switch shall be mounted over the center of the front seat within 6 inches of the top of the windshield. Dome light shall be controlled by interior dash switch only; factory installed, if available. Door switches shall not operate dome lights. Additional dome light shall be switched separately from the interior light. The additional dome light shall have both a red and a white light with switches to permit turning on only one (red or white) light at a time.

10. Lamp - Trunk compartment with automatic actuated switch when trunk is opened; trunk lamp shall be factory installed, if available.

11. Factory Alarm - All vehicles will come standard with vehicle alarm system.

12. Front and rear - Heavy duty black rubber floor covering.

SPECIFICATIONS (cont.)

13. Exterior Mirrors - Dual fold-away mirrors with dual remote control power at the driver's position. Mirrors to be non-glare with the passenger side mirror of the convex design. Mirrors are to be heated.

14. Remote trunk release - With unlocking device located left of steering column near and within immediate reach of driver position. Control to operate with ignition on or off. Deck lid, when opened remotely, must be restrained from opening completely in order to prevent damage to the hinges. Deck lid must remain in the full open position when opened manually.

15. AM/FM stereo radio - Mounted in dash with a minimum of four (4) conventional radio speaker system. Two (2) rear speakers shall be connected to the commercial radio. The two (2) front speakers shall be wired with a minimum of 24 inches of lead in wire not connected under the center of the dash. Speakers shall be minimum 4 ohm, with 15 watts of power.

16. Supplemental restraint system (air bags) – Shall come equipped with 2nd generation front (or newer) and side air bags installed and operational for driver and front seat passenger positions. Standard seat belts and shoulder harness as required under federal safety regulations. Both air bags and seat belts shall be factory installed.

17. Hood Latch Release - Hood to be controlled by an inside release located on the driver's side so that the hood cannot be opened from outside the vehicle. The release shall be the pull-cable type and readily accessible to the driver. There must be sufficient difference of the hood control from the brake release so that there will not be any confusion between the two.

18. Spotlight - Shall be a factory installed pillar mounted on left side, completely wired, control operated with ignition on or off. An LED spotlight is preferred.

19. Trunk lid warning lights - Two (2) 4 inch, LED lights mounted to the deck lid inner panel. A minimum of generation II or newer LED lights, with each light having at a minimum 4 LED lights in each light is required. Lights are activated by a separate switch when the deck lid is opened. Lights are to be wired to flash alternately. Both lights on the left and right shall flash blue. There should be a minimum of 38 inches of space between the left and right trunk lights on the deck lid to allow for the installation of Stop sticks. Inside Trunk Lid Flashing Warning Lights are to be installed as high as possible to provide maximum visibility from the rear of the vehicle.

20. License Plate Bracket – Vehicle shall be equipped with a minimum of a front license plate bracket installed.

V. INSPECTION PROCEDURES:

A. Pilot Model: The successful bidder shall provide one (1) pilot model automobile fully installed and equipped in accordance with these specifications for inspection by Highway Patrol personnel designated by the Superintendent of the Ohio State Highway Patrol. Approval of the pilot model must be granted by Highway Patrol personnel prior to the vendor commencing delivery.

B. After acceptance of the pilot model vehicle by the Ohio State Highway Patrol, all vehicles furnished by the successful vendor shall be identically equipped and maintain the same quality of workmanship as the pilot vehicle.

C. The State of Ohio may, at random, select vehicles being delivered and submit those vehicles to the acceleration and braking tests as outlined in the specifications.

D. Failure on the part of any vehicle tested in meeting the requirements contained herein, shall be cause for non-acceptance of that vehicle or those vehicles failing the test, which may further result in a complete cancellation of the contract.

SPECIFICATIONS (cont.)

VI. PREPARATION FOR DELIVERY:

A. Service and Delivery: Contractor (dealer) preparation, conditioning, and full service are required prior to delivery. The selling Contractor shall furnish a signed and dealer completed, factory recommended check list of pre-delivery inspection with each car delivered. The vehicles shall be completely serviced and cleaned of all dirt and road film. All equipment to be completely installed and adjustments made which are required to prepare vehicle for immediate and continuous operation upon delivery. The Contractor shall perform their own pre-delivery inspection and the ordering agency will perform their own post-delivery inspection. Vehicles will only receive a cursory inspection upon delivery by the agency. After the cursory inspection the Contractor shall invoice and provide the agency the title. Final post-delivery detailed inspection and acceptance by the agency may not occur potentially up to several months after initial delivery is received. This delay in final inspection and acceptance shall not delay payment of invoices or transfer of title. If a vehicle is discovered, any time prior to or during the post-delivery inspection, to require service or repair the Contractor will be contacted by the agency and the Contractor shall take the vehicles back for repairs, or make arrangements to have repairs made for the agency at no additional cost to the agency. For completion of proper service or repair, it will be the Contractor's responsibility to pick up and return rejected vehicles to the agency. All vehicles shall contain one-half tank of gasoline upon final acceptance.

The successful bidder, at the time the bid is awarded, shall supply the name of the manufacturer's representative to be contacted in the event a problem should arise in the installation of patrol equipment, or if a mechanical defect develops. This information shall be supplied to Ohio State Highway Patrol, in writing, within ten days after the award has been made.

B. Advertisement: No dealer name signs, clips, license brackets or other devices shall be affixed to any part of the vehicles delivered to the Ohio State Highway Patrol.

C. Delivery: New cars shall be delivered to Ohio State Highway Patrol personnel, Department of Public Safety Warehouse, 1583 Alum Creek, Columbus, OH, between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday. The contractor shall make notification of intention of delivery at least twenty-four (24) hours prior to delivery. (Contact Mr. Jim Hansen, Fleet Manager, at (614) 466-3284, phansen@dps.state.oh.us). Delivery shall be made at the maximum rate of fifteen (15) acceptable cars per week.

The contractor supplying and/or maintaining vehicles under this contract must arrange a system to expedite highway patrol vehicles through their service department. A manufacturer's technical service representative shall contact the Highway Patrol Fleet Management, at least once every thirty (30) days for a minimum of twenty-four (24) months after delivery of the vehicles.

D. Transporting: The transporting and delivery of highway patrol automobiles shall be accomplished by surface transport. These autos shall not be towed. The vehicles may be driven from the contractor's place of business to the delivery point as specified on the purchase order; however, tow-bar delivery is not acceptable.

Failure to accept these service and delivery conditions may be sufficient cause for rejection of bid.

VII. NOTES:

A. WARRANTY / SERVICE POLICY: The manufacturer shall provide a complete vehicle bumper to bumper warranty for a minimum of thirty six (36) months/36,000 miles and a power-train warranty for a minimum of five (5) year/100,000 miles and any extended warranties offered to the public for the model bid. Terms of warranty shall be submitted with the bid, including any extension of warranty covering defects and adjustments not normally covered by the manufacturer's warranty. Warranty work will be performed at a dealership in the area in which the vehicle is assigned. Warranty period will start on the date that the vehicle is placed into service. Use of other than original equipment replacement parts will not void warranty.

SPECIFICATIONS (cont.)

The manufacturer's warranty coverage may be considered in awarding of contract.

The successful bidder shall furnish with each vehicle the manufacturer's owner service policy. Three (3) additional manufacturer's owners and warranty manuals shall be provided with the first delivery of vehicles. One (1) manufacturer's vehicle repair manual with wiring diagrams in electronic format shall also be supplied. The cost shall be included in the bid price.

The owner service policy shall be recognized and accepted by all authorized dealers within the boundaries of the State of Ohio, regardless of the district or regional headquarters under which they operate.

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

B. TECHNICAL SERVICE BULLETINS: Shall be provided to the Highway Patrol as they are issued by manufacture.

C. Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with State of Ohio requirements (See "Contract Terms & Conditions"). Any extra accessories delivered on vehicles cannot and will not be paid.

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

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

VIII. MANUFACTURER'S PRODUCTION TERMINATION NOTICE (BUILD-OUT):

A. Orders prior to manufacturer production termination notice (build-out date): All orders placed against any contract resulting from this bid, shall be provided to the contractor no later than the manufacturer's build-out date, which in the past is usually around March, but may be much earlier. Agencies will be notified of these dates, but are urged to submit their orders as quickly as possible after receipt of the contract.

B. All orders received and accepted by the contractor on, or prior to, the build-out date shall guarantee delivery of the vehicle as described on the purchase order at the contract price.

BAY VILLAGE POLICE DEPT.

Memo

Police Interceptor

To: Chief Spaetzel

From: Off. Pelagalli

CC: Sgt. Leasure

Date: 10/29/2015

Re: 2016 Police Vehicles

The plan is to REPLACE 1125 (old goes to City) with a 2016 Ford SUV (marked) and REPLACE 1128 (old becomes new 1151) with a 2016 Ford SUV (marked). The old 1151 will go to the City and we will REPLACE 1191 (old goes to City) in 2017. The following is what will be requested for 2016:

2-2016 Ford SUV's Statewide.....$59,000

2-sets of deck/mirror/grill Led's ($600/set) Vasu.....$1,200

2-speaker bracket Vasu.....$60

Change over for 2 vehicles Vasu.....$3,800

2-sets of splash guards ($100/set) AutoNation.....$200

1-Led Lightbar Vasu.....$2,000

2-Digital Video System Watch Guard.....$10,000

2-set Decals (marked unit) Statewide Ford.....$2,500

2-Buddy Bumpers/2-window guards Setina.....$1,460

2-Cages Setina.....$1,600

2-Console/MDT stands Troy.....$3,100

2-Trunk organizer Galls.....$400

2-Shotgun/Rifle mounts VASU.....$500

1-MDT CDW.....$2,600

2-Marcs radio Vasu.....$1,000

GRAND TOTAL.....$90,420

StateWide Ford Lincoln

1108 W. Main St. Van Wert, Ohio 45891 866-313-5042 FAX 866-692-4430
www.statewideford.com • e-mail: alm@statewideford.com

Contractors ID # 34-1748921

2016 Ford Utility Police Interceptor

Base price $25,429.00

Standard Equipment

All Wheel Drive
3.7L V6 Engine
6 Speed Auto with O/D
Advance Trac with Roll Stability Control
Air Conditioning
3.65 Axle
Power Windows with Driver L/O
Tilt Wheel & Power Door Locks
Drivers Side Pillar Spot Lamp
Additional Dome Lamp
Rear View Camera in Center Stack
Cloth Front Buckets
Vinyl Rear 60/40 Bench
Hub Caps
Power Seat Driver
AM/FM Stereo CD
220 Amp Alternator
Dual Power Mirrors Non Heated
P245/55R18 Tires and Wheels
Engine Hour Meter
Capless fuel filler
Tire Pressure Monitoring
Full size spare
Colum Shifter

Please note:
Inoperative Courtesy Lamps are no longer standard, please see options to purchase.

FORD UTILITY POLICE INTERCEPTOR

FORD UTILITY POLICE INTERCEPTOR

StateWide Ford LINCOLN

1108 W. Main St. Van Wert, Ohio 45891 866-313-5042 FAX 866-832-4430
www.statewideford.com • e-mail: aim@statewideford.com

2016 Ford Utility Police Interceptor

Base price $25,315.00

Delivery $.25 per mile ***Minimum delivery charge $60.00***

OPTIONS

Code	Description	Price
ESP1	Extended Warranty 5 year 100,000 mile base care $100 deductible	$2,315.00
ESP2	Extended Warranty 5 year 100,000 mile premium care $100 deductible	$2,015.00
99T	3.5L Eco Boost engine	$3,575.00
91-	Special 2 tone Call for availability vinyl wrap	$ 840.00
-51Y	Deduct spotlight	$ -51.00
90E	Ballistic door panels front L & R	$3,170.00
90D	Ballistic door panel driver only	$1,585.00
17T	Rear R/C dome lamp in cargo area	$ 60.00
65U	Appearance package interior includes cloth seats, carpet and console	$ 390.00
SI	Secure Idle	$ 295.00
SLU	Spot light upgrade LED 50,000 hour life	$ 235.00
51Z	Dual spot lamps	$ 350.00
88F	Cloth rear seat	75.00
*GL4	Whelen 4 corner led system	$ 550.00
New HLF	Head Light Flasher	$ 199.00
FPB	Setina front push bumper Black aluminum installed	$ 439.00
FPBLED	Black Aluminum Push Bumper with 4 recessed LED	$ 799.00
SM	Service Manual - CD only	$ 375.00
*MCN	Marked car package N - includes: NFORCE light bar with alley lights, takedown lights,100-watt siren and switch control,100 watt speaker,4 corner LED, 2 grilleLED, Consoles. Installed (For dual Color add $300.00)	$ 4,699.00
*MCL	Marked car package -includes: Whelen Legacy 14 head Red/Blue light bar with alleys, takedowns, front and rear flashers, 295 siren and switch control 100 WATT speaker, 4 corner LED, 2 grille LED, and console installed . . (For dual color add $450.00)	$ 4,999.00

*Requires 86P

StateWide Ford Lincoln
1106 West Main Street • Van Wert, Ohio 45891 • Phone: 866-819-5942
www.statewideford.com • e-mail: slm@statewideford.com

OPTIONS

Code	Description	Price
*MCA	Marked car package same as MCN with Federal Signal Integrity Light Bar Fully Populated. PA640 Light and siren control For dual color add $600.00	$ 5,200.00
*MJ3	Marked car package same as MCL except Whelen Justice light bar	$ 4,399.00
*ML3	Same as MCH except Code 3 LED light bar(for dual color add $600.00)	$ 4,899.00
*UMF	Unmarked package Federal Signal inc 4 corner LED, 2 grille LED, PA640 siren switch control, speaker, Dual LED front, 4 rear tailgate LED console Installed	$ 3,425.00
*UMW	Unmarked package Whelen inc. 4 corner LED, 2 grille LED, WS295 siren switch box, speaker, Dual LED front, 4 rear tailgate LED console Installed	$ 3,425.00
*UMC	Unmarked package Code 3 inc 4 corner LED, 2 grille LED, Mastercom siren and switch control, speaker, Dual front LED, 4 rear tailgate LED console Installed	$ 3,425.00
ICV	10-8in car video system dual cam installed	$ 3,995.00
B9R	MPH Bee III Directional Traffic Radar with one antenna Installed (additional antenna add 600.00 installed)	$ 2,195.00
10S	Setina 10S partition with poly carb window and lower exin INSTALLED	$ 650.00
10RP	Setina recessed partition	$ 725.00
DSGR	Setina dual weapon mount	$ 449.00
RSO	Rear storage locking container. Strut assist allows access to Spage tire	$ 1,799.00
SWG	Setina Window Geurd installed	$ 250.00
67H	FORD READY FOR THE ROAD PKG -inc: (2) LED light cables, aeroom, grille lights, 100 w speakers, serial cable console to cargo rear mount plate, 2) 50 amp batt/group circuts, 4 rear LED, 4 corner LED	$ 3,415.00
12VS	Rear partition expanded metal	$ 429.00
*FPP	Front Prep Package inc.100w speaker, grille Led. 2 corner LED.	$ 849.00
RPP	Rear Prep Package inc. Dominator, 2 T/L LED, 2 Side Glass LED	$ 849.00
FE5	5lb Fire Extinguisher ship loose or installed	$ 79.00
FAK	K50 First Aid kit ship loose or installed	$ 69.00
RWD	Rear Window 4 head rear LED mounted in rear hatch opening	$ 299.00
RPC	Prisoner Seat with Rear Partition	$ 1,550.00
VFL	Streamlight 76112 installed with any marked package	$ 159.00
VGP	Vehicle Graphics Package call for design and price	$ various

*Requires 86P

StateWide Ford Lincoln
1108 West Main Street • Van Wert, Ohio 45891 • Phone: 866-313-5042
www.statewideford.com • e-mail: alm@statewideford.com

OPTIONS

43D	Courtesy lamps inoperative	$ 50.00
68Z	Roof rack side rails	$ 125.00
41H	Engine block heater	$ 47.00
12B	Carpeting 1st and 2nd row	$ 125.00
17A	Aux A/C	$ 610.00
Temp	30 day temporary	$ 18.50
942	Daytime running lamps	$ 60.00
64B	Full wheel covers	$ 99.00
53M	SYNC	$ 310.00
61R	Remappable switches 4	$ 155.00
59B	Keyed alike code 1284X	$ 75.00
59J	Keyed alike code 1111X	$ 75.00
59C	Keyed alike code 1294X	$ 75.00
59D	Keyed alike code 0135X	$ 75.00
59E	Keyed alike code 1435X	$ 75.00
59F	Keyed alike code 0576X	$ 75.00
59G	Keyed alike code 0151X	$ 75.00
595	Remote keyless entry N/A with 59B,J,C,D,E,F or G	$ 255.00
18W	Rear power window switches delete	$ 24.00
68B	Rear door handles and locks inoperative	$ 35.00
76R	Reverse sensing	$ 275.00
87R	Rear view camera display in mirror	$ N/C
55B	Blind spot monitor. reg. 21B	$ 545.00
86P	Front Headlamp LED ready (required to install corner LED)	$ 135.00
549	Heated mirrors	$ 69.00
63B	Side marker lights is side view mirrors.inc 60A wiring	$ 340.00
87P	Power Passenger Seat	$ 325.00
86L	Auto Headlamps	$ 115.00
21L	Front Auxiliart Warning Light Red Blue inc 60A wiring	$ 600.00
60R	Bonding Straps	$ 95.00

Trades accepted — Call or E-Mail for quote

[illegible]

DRAFT

RESOLUTION NO.
INTRODUCED BY:

A RESOLUTION
AUTHORIZING THE PURCHASE OF VEHICLES UNDER THE COOPERATIVE PURCHASING PROGRAM WITH THE STATE OF OHIO, AND DECLARING AN EMERGENCY

WHEREAS, the City of Bay Village has entered into a cooperative purchasing program with the State of Ohio to participate in State contracts which the Department of Administrative Services, Office of State Purchasing, has entered into for the purchase of supplies, services, equipment and certain material pursuant to § ORC 125.04; and

WHEREAS, the State of Ohio has, after public bidding, will determine the vendor that is the best vendor(s) for the vehicles listed below in Sections 1 through 4; and

WHEREAS, the City of Bay Village is in need of the vehicles listed below meeting these specifications;

NOW, THEREFORE, BE IT RESOLVED by Council of the City of Bay Village, Ohio:

SECTION 1. That the Chief of the Division of Police is hereby authorized and directed to submit purchase order(s) for the purchase of two (2) 2016 Ford Utility Police Interceptor equipped vehicles under the cooperative purchasing program of the State of Ohio. Total contract price not to exceed $90,420, including delivery; shall be paid from the Equipment Replacement Fund / Police (240.111.55220).

SECTION 2. That the Director of Public Services and Properties, is hereby authorized and directed to submit purchase order(s) for the Service Department, for the purchase of one (1) 2016 GMC Sierra 1500 4WD Truck, equipped; under the cooperative purchasing program of the State of Ohio. Total contract price not to exceed $30,000.00, including delivery; shall be paid from the Equipment Replacement Fund / Service (240.111.55260).

SECTION 3. That the Director of Public Services and Properties, is hereby authorized and directed to submit purchase order(s) for the Service Department, for the purchase of one (1) 2016 Dodge Durango AWD SUV, equipped; under the cooperative purchasing program of the State of Ohio. Total contract price not to exceed $30,000.00, including delivery; shall be paid from the Equipment Replacement Fund / Service (240.111.55260).

SECTION 4. That the Director of Public Services and Properties, is hereby authorized and directed to submit purchase order(s) for the Service Department, for the purchase of one (1) 2016 Ford F250 4WD Truck, with Snow Plow, equipped; under the cooperative purchasing program of the State of Ohio. Total contract price not to exceed $35,000.00, including delivery; shall be paid from the Equipment Replacement Fund / Service (240.111.55260).

DRAFT

SECTION 5. That the Director of Public Services and Properties, is hereby authorized and directed to submit purchase order(s) for the Service Department, for the purchase of one (1) 2016 Ford New Holland Tractor/Loader, equipped; under the NPJA purchasing program. Total contract price not to exceed $35,000.00, including delivery; shall be paid from the Equipment Replacement Fund / Service (240.111.55260).

SECTION 6. That the Director of Public Services and Properties, is hereby authorized and directed to submit purchase order(s) for the Service Department, for the purchase of one (1) 2016 Ford F250 4WD Truck, with Snow Plow, equipped; under the cooperative purchasing program of the State of Ohio. Total contract price not to exceed $35,000.00, including delivery; shall be paid from the Equipment Replacement Fund / Service (240.111.55260).

SECTION 7. That the Director of Public Services and Properties, is hereby authorized and directed to submit purchase order(s) for the Service Department, for the purchase of one (1) 2017 Ford F450 2WD Super Duty Dump Truck, equipped; under the cooperative purchasing program of the State of Ohio. (Contract not yet awarded) Total contract price not to exceed $60,000.00, including delivery; shall be paid from the Equipment Replacement Fund / Service (240.111.55260).

SECTION 8. That the Director of Public Services and Properties, is hereby authorized and directed to submit purchase order(s) for the Service Department, for the purchase of one (1) 2017 International 7400 4x2 Chassis, under the ODOT co-op purchasing program for $84,503.18 with (1) Snow and Ice Control Package and Leaf Cap, equipped; under the cooperative purchasing program of the State of Ohio for $83,867.25. Total contract price not to exceed $170,000.00, including delivery; shall be paid from the Equipment Replacement Fund / Service (240.111.55260).

SECTION 9. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this resolution were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

SECTION 10. That this resolution is hereby declared to be an emergency measure immediately necessarily for the preservation of the public peace, health, safety and welfare, and for the further reason that it is immediately necessary to submit said purchase order to meet the cut-off date for ordering law enforcement vehicles, wherefore this resolution shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

_____
PRESIDENT OF COUNCIL

_____
CLERK OF COUNCIL

DRAFT

APPROVED:

_____

MAYOR

4-26-16 LL