



CLEVELAND HEIGHTS

COUNCIL UPDATE

November 12, 2021

MEETINGS & REMINDERS

Monday, November 15	6:30 p.m.	Council Committee of the Whole City Hall – Executive Conference Room
	7:30 p.m.	City Council Meeting City Hall – Council Chambers
Tuesday, November 16	3:30 p.m.	Civil Service Commission City Hall – Council Chambers
	6:00 p.m.	Parks and Recreation Advisory Board Community Center
	7:00 p.m.	Architectural Board of Review City Hall - Council Chambers
	7:00 p.m.	Citizens Advisory Committee Online
Wednesday, November 17	6:00 p.m.	Racial Justice Task Force Health and Education Subcommittee Online
	7:00 p.m.	Board of Zoning Appeals City Hall – Council Chambers
	7:00 p.m.	Racial Justice Task Force Online
Thursday, November 18	6:00 – 8:00 p.m.	Meet Your Police City Hall – Lower Level
Friday, November 19	9:30 a.m.	Commission on Aging Senior Activity Center

LEGISLATION

Suspension of Off-Street Parking. A Resolution to suspend enforcement of Section 351.09 of Part Three (Traffic Code) of the Codified Ordinances of the City of Cleveland Heights for the period ending December 31, 2022, or such earlier date as Council may hereafter prescribe on specified streets in the City; providing for on-street overnight permit parking on specified portions of Kensington, Hillcrest, Belmar, Glenmont, Eddington, and East Overlook Roads;

FARO Technologies Contract Authorization. A Resolution authorizing the City Manager to enter into an agreement with FARO Technologies, Inc. for the purchase of Three-Dimensional Focus Laser Scanners and associated materials and equipment for the Police Department through the United States General Services Administration;

City Administrator Salary. An Ordinance amending Ordinance No. 20-2021, "Wage and Salary Ordinance," providing for salary schedules, position classifications, and other compensation and benefits for officers and employees of the City, to add a salary schedule, position classification, and other compensation and benefits for a City Administrator.

Appropriations. An Ordinance to amend certain subparagraphs of Ordinance No. 127-2020 (F) and subsequent amending ordinances, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2021;

Proposed 2022 Budget. An Ordinance to make appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio, for the period of January 1, 2022 through December 31, 2022;

ARPA Funds. An Ordinance authorizing the allocation, appropriation and expenditure of ARPA funds for sewer infrastructure improvement projects;

Wade Trim. A Resolution authorizing the City Manager to enter into an agreement with Wade Trim, Inc. of Ohio, for professional engineering services relating to the City's Sanitary Sewer Overflow Control project and the EPA Consent Decree;

Freightliner Cab and Chassis. A Resolution authorizing the City Manager to enter into an agreement with Valley Freightliner & Western Star, for the acquisition of a Freightliner 114SD Tandem Axle Cab and Chassis for the Department of Public Works;

Aerial Ladder Truck. A Resolution authorizing the City Manager to enter into an agreement with Advantech Services and Parts LLC, for the acquisition of a 2022 E-One HR 100ft Aerial Ladder Truck for the Fire Department; providing compensation therefor;

14-ft Dump Body and Plow. A Resolution authorizing the City Manager to enter into an agreement with Gledhill Road Machinery Company, for the acquisition of a 14-Foot Stainless

Steel Dump Body with Salt Spreader and Plow Package for the Department of Public Works; providing compensation therefor;

NEORSD. A Resolution to concur in the proposal of the Northeast Ohio Regional Sewer District (NEORSD), as a part of its regional stormwater management program, and at its cost, to remove Horseshoe Lake Dam and return the lake bed to its naturalized state, including streams, plantings, trees, and other amenities, following a public planning process undertaken in concert with the cities of Shaker Heights and Cleveland Heights; and to rebuild the Lower Shaker Lake Dam to meet Ohio Department of Natural Resources (ODNR) criteria for a Class I dam;

Cedar Fairmount SID Loan. A Resolution authorizing the City Manager to enter into a loan agreement with the Cedar Fairmount Special Improvement District under the City's Economic Development Loan Fund Program to assist the SID with a temporary budgetary shortfall due primarily to the COVID-19 pandemic and its resulting effects;



CLEVELAND HEIGHTS

ECONOMIC DEVELOPMENT REPORT – November 10, 2021:

CEDAR-LEE-MEADOWBROOK:

- Staff continues to be in negotiations on the Development Agreement with our Development Partner Flaherty & Collins at this time – please see the more detailed CLM Development Agreement memo attached;

NEIGHBORHOOD REDEVELOPMENT PROGRAM (NRP) INFILL HOUSING CONSTRUCTION:

- The Development Agreement with Start Right CDC for the construction of infill single family owner-occupied housing in the Caledonia Neighborhood was approved on 10/4/2021. The project is now proceeding to implementation. The first home recently received approval from the Board of Zoning Appeals for various variance, and is now working its way through ABR. The City anticipates the project will yield up to 23 new infill houses constructed by Start Right on vacant City-owned properties in the Caledonia Neighborhood by 2026.

TAYLOR TUDOR PLAZA:

- The RFQ/RFP for the rehabilitation/redevelopment of Buildings #1, #2, & #3 was issued on 8/27/2021. The recently modified anticipated schedule for the project is:
 - TBD: Building Tours – Interested Developers
 - Week of November 29: Pre-Submittal virtual call for Developers;
 - December 10: RFQ/RFP responses due
 - December 20: Staff Recommendation of a Development Partner

<https://www.clevelandheights.com/1443/Taylor-Tudor-Plaza-Redevelopment>

For additional information on this project.

TOP OF THE HILL:

- Construction on the project continues, with the completion date anticipated to be July of 2022 with a ribbon cutting soon thereafter;



CLEVELAND HEIGHTS

Memorandum

To: Susanna Niermann O'Neil, City Manager
From: Ryan Prosser, IT Director
Subject: IT Department Update
Date: November 9, 2021

The City is scheduled to go live with our new Voice Over Internet Protocol (VOIP) on Monday the 15th of November. There is some risk that the phone carriers will not be totally cooperative to execute the service cutover on that date, we are at their mercy, but we are hopeful. At that time the new phones will be ringing in place of the old phones, and the IT staff will be removing the old phones once everything is working as it should.

An audit was performed on emergency call boxes installed throughout the City. Attached below is a summarization of the emergency call boxes and their current status. A determination for each, remediation or removal, will be based on factors such as operation, accessibility, risks, and utilization. No call boxes have been found to be operable at present, nor have we found maintenance or utilization records. For those that could be remediated, we have reached out to the vendor recommended by Heights-Hillcrest Dispatch, B&C Communication, and we are awaiting a proposal.

911 Boxes						
Location	Dependencies	Accessibility	Visibility	Risks	Determination	Remediation Costs
Denison Park	Old Dairy Voter and Tower	Proper	Reasonable	False sense of safety - Old Dairy Demo	Migrate Voter or Remove	Pending vendor response
Forest Hill Park	Old Dairy Voter and Tower	Proper	Reasonable	False sense of safety - Old Dairy Demo	Migrate Voter or Remove	Pending vendor response
Cumberland Park	Old Dairy Voter and Tower	Proper	Reasonable	False sense of safety - Old Dairy Demo	Migrate Voter or Remove	Pending vendor response
2x Lot 5	POTS Phone Service	Proper	Poor	False sense of safety	Remove	No costs
Lot 20	POTS phone service	Height Limited	Poor	False sense of safety	Remove	No costs
Cain Park Lee Rd	Old Dairy Voter and Tower	Proper	Reasonable	False sense of safety - Old Dairy Demo	Migrate Voter or Remove	Pending vendor response
Cain Park Tennis	Old Dairy Voter and Tower	Proper	Reasonable	False sense of safety - Old Dairy Demo	Migrate Voter or Remove	Pending vendor response
Euclid Hts/Cedar	Old Dairy Voter and Tower	Inaccessible	Poor	Inaccessible/False sense of safety - Old Dairy Demo	Migrate Voter or Remove	Pending vendor response



MEMORANDUM

To: Susanna Niermann O'Neil, City Manager
From: Eric Zamft, Planning Director
Date: November 10, 2021
Subject: Bi-Weekly Planning Department Update

NEED FOR VOLUNTEERS TO FILL CITY BOARD/COMMISSION VACANCIES

There are a number of vacancies on the City's boards and commissions. Residents are encouraged to volunteer for these very important civic bodies. See <https://www.clevelandheights.com/1169/Boards-and-Commissions-Application> for more information.

HIGHLIGHTS OF PLANNING INITIATIVES

MEET THE PLANNING DIRECTOR

Following a successful afternoon "meet and greet" along Noble Road earlier this year, the Planning Director will be holding "meet and greets" in the Cedar-Lee District the week of November 15, 2021 whereby anyone from the public can meet the Planning Director, learn about the City's planning and zoning boards and commissions, and discuss general planning matters and the Cedar-Lee-Meadowbrook project specifically:

- Monday, November 15 – 3:30-5:30 PM at the Lee Road Library, Room 'A'
- Tuesday, November 16 – 11 AM-1 PM on the Meadowbrook site (weather permitting); 4-6 PM at CLE Winery
- Wednesday, November 17 – 11 AM-1 PM at the Wine Spot
- Thursday, November 18 – 3 PM-7 PM at Zagara's
- Friday, November 19 – 9 AM-11 AM on the Meadowbrook site (weather permitting)

This information will be posted on the Planning Department webpage and updated if additional times and locations are identified and/or if the weather requires a change (<https://www.clevelandheights.com/183/Planning-Department>). The Planning Director intends to hold similar "meet and greets" in other parts of the City in upcoming months.

CEDAR-LEE-MEADOWBROOK REDEVELOPMENT

The site planning and design phase of the project continues. Staff continues to meet internally to discuss public and staff comments to be integrated in the plan. Staff continues to meet on a weekly basis with the development partner's design team to ensure that integration. Parking and traffic studies are on-going. Staff will continue to update the webpage (<https://www.clevelandheights.com/1154/Cedar-Lee-Meadowbrook>) and provide more information in upcoming bi-weekly Planning Department reports. The public is encouraged to comment early and often, utilizing the project webpage comment form or emailing directly to planning@clvhts.com.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME ADMINISTRATION

Staff and the CAC chair presented the joint CAC/staff recommendations for Year 48 CDBG funding to Council at the Committee of the Whole on November 1, 2021. The presentation enabled a 30-day public comment period to open. Information can be found here: <https://www.clevelandheights.com/cdbg>. Following the 30-day public comment period, City Staff will be requesting that Council approve the Year 48 Annual Action Plan and give authority to the administration to submit the plan and all other required documents to HUD once FY 2022 funding is announced.

TRANSPORTATION

The City has been hard at work on transportation issues:

- *Cuyahoga County Shared Micro-Mobility Initiative* – Staff continues to work with the County, the SIDs, other City staff, and the scooter vendors on the implementation of the County-wide micro-mobility network, which includes e-scooters.
- *Complete and Green Streets Checklist* – Planning staff is working closely with the Department of Public Works and Transportation and Environmental Sustainability Advisory Committee (T&ES) on finalizing a Complete and Green Streets Checklist.
- *Compton Road Greenway* – Staff is working on the implementation of the Compton Road Greenway study. Staff is working with Parks & Recreation and Public Properties to install benches or a picnic table on the vacant lot at northwest corner of the intersection of Desota and Compton Roads. Staff is soliciting proposals from engineers to provide a preliminary design of the Greenway elements, which would allow for further engagement with the community.
- *South of Cedar Parking and Traffic Study Implementation* – Staff is working with DPW and GIS to test temporary traffic calming measures on Hardcourt Drive and crowdsource its impacts this fall. Staff is also developing a process for receiving and vetting traffic calming requests.

PLACEMAKING & PARK PLANNING; SUSTAINABILITY

Planning is helping to guide a number of placemaking activities, working collaboratively with the Manager's Office and other departments. As part of all of these efforts, staff is looking for

additional opportunities for passive and actives spaces, community gardens, and additional tree plantings. Staff is coordinating with other departments and FutureHeights on the planning for the Cedar-Lee Mini Park. Staff is working with the City Manager, Parks & Recreation, and Public Properties on ideas for potential dog park locations.

The Doan Brook Watershed Partnership (DBWP) 2021 Annual Meeting will be held virtually on Tuesday, November 16 at 7 PM: <https://doanbrookpartnership.org/annual-meeting/> The keynote address will recount the history of dam building in America and explore the modern day complexities of dam removal and dam upkeep. Because the meeting is virtual, DBWP invited one of our country's foremost experts in this field to share her experience with hundreds of projects involving dams.

REDEVELOPMENT OPPORTUNITIES

Staff assists property owners and prospective property owners in evaluating redevelopment opportunities. This includes the Park Synagogue site and Severance Town Center. As a reminder, a website has been set up by the developer of the Park Synagogue site to solicit input: <https://sustainableca.com/park/>. Similarly, the Library has a website dedicated to the Noble Road Library expansion: <https://heightslibrary.org/noble-branch-renovation-project/>

ZONING

Council adopted the changes to the Zoning Code with regards to garages and other ancillary changes on November 1, 2021. More information can be found here: <https://www.clevelandheights.com/183/Planning-Department>

Other zoning related matters include:

- *On-Going Review of the Zoning Code* – Staff continues to work with the Planning Commission, the Law Department, Council and others to identify, discuss, and, ultimately, propose additional changes to the Zoning Code, including rain gardens/rain barrels, additional parking revisions, and accessory dwelling units (ADUs). If the public has any ideas regarding further zoning changes, please email those to planning@clvhts.com.

COORDINATION WITH ECONOMIC DEVELOPMENT DEPARTMENT INITIATIVES

- *Neighborhood Redevelopment Program (NRP), Phase 1* – Start Right CDC has appeared before the Architectural Board of Review (ABR) for a preliminary review of a proposed model home to be constructed on 961 Nelaview Road and will be on the November 16, 2021 agenda for formal approval. Start Right received approval for variances at the October 20, 2021 Board of Zoning Appeals (BZA) meeting.

- *Cedar-Lee-Meadowbrook Redevelopment* – See above.
- *Unitarian Church Redevelopment* – Planning staff has been participating in discussions regarding the potential redevelopment of the Unitarian Church site and adjacent properties. Should Council move forward with a development partner, staff would help guide the development partner through the zoning and design review process.
- *Other Economic Development Initiatives* – Planning staff provides input and support on other initiatives, including additional NRP phases, the Taylor-Tudor Plaza properties, the Storefront program, solid waste needs for businesses, other redevelopment opportunities, developing additional funding mechanisms within the City, Top of the Hill landscaping plan, etc.

BOARDS AND COMMISSIONS

The Department of Planning assists the activities of the Architectural Board of Review (ABR), Board of Control, Board of Zoning Appeals (BZA), Landmark Commission, and Planning Commission, and provides staff assistance to the Citizens Advisory Committee (CAC), Racial Justice Task Force, Transportation & Environmental Sustainability Advisory Committee (T&ES), and City Council (when needed). Below are tables of both active and recently approved applications managed by the Department.

ARCHITECTURAL BOARD OF REVIEW (ABR) – 1st and 3rd Tuesday

At the November 2, 2021 ABR meeting, the following applications were discussed and approved:

Address	Case #	Project Description
3370 Meadowbrook Boulevard	ABR 2021-252	Request to construct a porch addition and install a two-car, detached garage
2270 North Saint James Parkway	ABR 2021-253	Request to install new windows and doors
3402 Rosedale Road	ABR 2021-254	Request to construct a two-story rear addition
1704 Lee Road	ABR 2021-255	Request to construct a two-story rear addition
3410 Hartwood Road	ABR 2021-256	Request to construct a two-car, detached garage
2235 Woodmere Drive	ABR 2021-257	Request to construct a deck, soak tub, and patio
1520 Rydalmount Road	ABR 2021-258	Request to construct a two-car, detached garage
2304 Noble Road	ABR 2021-259	Request to construct a two-car, detached garage

3786 Parkdale Road	ABR 2021-260	Request to alter the rear entrance and construct a two-car, detached garage and deck
3209 Oak Road	ABR 2021-261	Request to install new windows, siding, and roofing; construct a deck, third-floor addition, and garage; and alter the front porch
2564 Euclid Heights Boulevard	ABR 2021-262	Request to install new windows and construct a two-story addition and two-car, detached garage
3606 Cummings Road	ABR 2021-263	Request to replace a seasonal enclosed patio and steps
3230 East Overlook Road	ABR 2021-264	Request to construct a two-car, detached garage
2180 Lee Road	ABR 2021-265	Request to install an awning with signage
3595 Severn Road	ABR 2021-266	Request to alter the exterior and construct a rear addition and front dormers
3031 Yorkshire Road	ABR 2021-267	Request to install new windows, construct an eyebrow roof element, and alter the porch/deck

The next ABR meeting will be held on November 16, 2021. The agenda from the meeting can be found at: <https://www.clevelandheights.com//DocumentCenter/View/9928>. The results of the meeting will be provided in the next bi-weekly Planning Department report.

BOARD OF CONTROL (As needed for the S-1 District)

There was no recent activity involving the Board of Control.

BOARD OF ZONING APPEALS (BZA) – 3rd Wednesday

The next BZA meeting will be held on November 17, 2021. The agenda from the meeting can be found at: <https://www.clevelandheights.com/DocumentCenter/View/9940>. The results of the meeting will be provided in the next bi-weekly Planning Department report.

LANDMARK COMMISSION – 1st Tuesday of Odd Numbered Months

At the November 2, 2021 meeting, the Landmark Commission approved landmarking the following properties:

- Bradford Cinder Path
- Neff-Henderson House (2181 North Taylor Road)

Staff attended the ceremony for the installation of the Ohio Historic Marker at the Preyer House on October 23, 2021. Finally, the Landmark commissioners completed the required Certified Local Government (CLG) training on November 9, 2021.

PLANNING COMMISSION – 2nd Wednesday

The Planning Commission meeting will have been held on November 10, 2021. A link to the agenda and cases can be found here: <https://www.clevelandheights.com/410/Planning-Commission>. The outcomes of the meeting will be provided in the next bi-weekly Planning Department report. The next Planning Commission meeting will be held on December 8, 2021. A link to the agenda and cases will be provided closer to the meeting date.

TRANSPORTATION & ENVIRONMENTAL SUSTAINABILITY ADVISORY COMMITTEE (T&ES) – 4th Wednesday

The next T&ES meeting will be held on December 1, 2021. A link to the agenda will be provided closer to the meeting date.

CITIZENS ADVISORY COMMITTEE (CAC) – 3rd Tuesday

The next CAC meeting will be held on November 16, 2021. The agenda and link to the meeting can be found at:

<https://www.clevelandheights.com/Calendar.aspx?EID=1211&month=11&year=2021&day=16&calType=0>. This meeting is a public hearing whose purpose is to provide an opportunity for the public and the CAC to provide input on the Year 48 Annual Action Plan.

RACIAL JUSTICE TASK FORCE

The Racial Justice Task Force and its three subcommittees have continued to refine their work plans. The Health and Education Subcommittee met on October 27, 2021; the Housing and Economic Opportunity Subcommittee met on November 9, 2021; the Public Safety Subcommittee will have met on November 10, 2021; and the Health and Education Subcommittee will have met on November 17, 2021. The full Racial Justice Task Force met on October 27, 2021 and will have met on November 17, 2021. The full task force and its subcommittees are developing their first 6-month update to Council that will be completed in January. Meeting agendas and links to the meetings can be found on the City Calendar at: <https://www.clevelandheights.com/>



CLEVELAND HEIGHTS

To: Susanna Niermann-O'Neil, City Manager

From: Annette M. Mecklenburg, Chief of Police

Date: November 11, 2021

Subject: Police Department Update

Crime Update

A robbery was reported on Tuesday, November 2, 2021, at 11:49 pm in the area of 12610 Cedar. According to the victim, she was approached by a male and a female wearing all black with ski masks, one of which had a gun and demanded her purse. The victim surrendered her purse and the suspects got into a blue Nissan 4-door. An officer who was on patrol in the area was flagged down by the victim and observed the suspect vehicle driving away. The officer attempted to stop the vehicle but it refused to yield. The officer attempted to pursue the vehicle but was unable to get the car stopped. The male and female suspects are suspected in several other robberies in neighboring communities. A few days after this incident, the female was arrested in Cleveland and she will be charged with aggravated robbery for this incident. Detectives are working with other local law enforcement agencies to identify the other male suspect.

On Wednesday, November 3, 2021, at 9:10 pm a robbery was reported at 2000 Lee Road. The victim stated she was in her vehicle in the parking lot when a dark-colored Ford truck pulled into the parking lot and one of the males got out and walked toward her vehicle. The suspect opened the driver's side door of the victim's vehicle while holding a handgun in his waistband. The suspect told the victim to exit the vehicle and she complied. The suspect then drove off in the vehicle westbound on Berkshire. The second suspect then drove off in the black Ford truck. On November 4, 2021, the victim's vehicle was located in East Cleveland occupied by four males, all of whom were arrested. It was determined that the males in the vehicle were not either of the suspects in this incident, but are being investigated for other similar crimes. On November 5, 2021, 18 year old Tai'Yun Hollowell of East Cleveland was identified as one of the suspects involved and arrested. He is currently being held at the County Jail on a \$150,000 cash/surety bond. Detectives are continuing to investigate.

On Saturday, November 6, 2021, at 12:45 pm an attempted robbery was reported at the CVS at Noble and Monticello. Two males were in the store at the checkout and when the employee opened the cash register, one of the males jumped over the counter and attempted to take the money from the register. The manager intervened and prevented the male from stealing the money. Both males then fled from the store. Detectives are investigating.



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Community Events

Thanksgiving Food Drive – The Police Department will be gathering non-perishable food and household items on Saturday, November 13, 2021, from 2:00 pm – 5:00 pm at Zagara’s. Household items most needed include:

Cleaning supplies	Laundry detergent
Dishwashing soap	Personal hygiene items
Soap Deodorant	Feminine hygiene products
Diapers Baby wipes	Toilet paper & Paper Towels
Drink boxes	Kitchen items – foil and plastic baggies
Dog & cat food	

All donations will benefit the Start Right Church community food pantry. Donations can also be dropped off at the Police Department prior to the event or the week following and we will take them to Start Right Church in time for the holiday.

No Shave November – This year members of the CHPD are proudly participating once again in No Shave November. For a donation of \$50.00 Officers will be permitted to grow a beard during the month, so long as it is kept neatly trimmed and professional. This year we will be joining several other area Police Departments in donating to “A Special Wish Foundation, Inc. Cleveland Chapter.” 100% of the donations go directly to children battling life-threatening illnesses. These children are receiving treatment at Cleveland Clinic Children’s Hospital, Akron Children’s Hospital and UH Rainbow Babies & Children’s Hospital. Additional information will be made available through social media outlets for those wishing to join us in raising funds for such a wonderful cause.

Update – During the first 10 days of November the Police Department has collected **\$3,315.00** in donations. Of the 15 area police departments participating in this fundraiser for A Special Wish Foundation, we are in the lead with donations collected. Our goal is to continue to promote this wonderful cause and collect at least \$5,000 by the end of the month. Anyone who is interested in donating can find information on the website at police4wishes.org.

Training

Legal Updates - The Police Department completed 8 hours of legal update training this week. All members received training in the most recent issues pertaining to laws of arrest, search & seizure and medical marijuana.

Crisis Intervention Training – Over one-third of the Police Department has participated in the 40-hour ADAMHS Board of Cuyahoga Crisis Intervention Team (CIT) training. The training covers a review of mental illness & substance use disorder, use of the emergency certificate (i.e.



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pink slip), overview of the new Cuyahoga County Diversion Center, de-escalation strategies, verbal judo, scenario based activities, and much more. The Police Department receives reimbursement in the amount of \$150 per officer, per day, for successful completion of the five-day 40-hour training. Our goal is to have all members of the Police Department trained by the end of the 2022.

Dementia Friendly Training - Over the past year, Chief Mecklenburg and a group of other leaders in our community have formed a Dementia-friendly advisory team to understand how well our community serves people with dementia and to explore how we can act together to improve opportunities and outcomes for people living with dementia and their caregivers by becoming a more dementia friendly community. In July 2020, Cleveland Heights was recognized as a dementia friendly community by Dementia Friendly America. Our goal is to provide all members of the Police Department with a two hour training session given by the Alzheimer's Association to ensure officers understand how to approach situations involving someone with dementia including wandering, driving, abuse and neglect, shoplifting, and disaster response. We are looking to host this training during the first few months of 2022.

Safety Reminders

With the holiday season quickly approaching, it is expected that many residents will be shopping online and having packages sent to their residences. Therefore, now is a great time to share some reminders to prevent becoming the victim of porch pirates.

- Be sure to track your package if possible so you can quickly retrieve it once it is delivered.
- Have your package delivered to your workplace or a relative's home if possible or ask a trusted neighbor to keep an eye out for it if you will not be home.
- Request that your package has signature confirmation upon delivery.
- Leave detail instructions to have packages left on back porch or somewhere out of sight of potential thieves.
- Have your package held at your local post office for pickup.
- If your package is stolen, contact the Police Department right away so we can investigate the theft.

In addition to the above tips, remember that while you are out shopping or enjoying one of the many events celebrated during this season, always remain vigilant. Be aware of your surroundings and always park in well-lit areas. If shopping, keep your purchases in the trunk of your vehicle or out of site if possible, and always, always, always, lock your car doors. It only takes seconds for a thief to get into your car and steal your property.



Date: November 9, 2021

To: Susanna Niermann-O'Neil, City Manager

From: Collette Clinkscale, Director of Public Works

Subject: Public Works Update

Sanitary Sewer Evaluation Survey

Requirements		Due
Phase 1 SSES	CCTV - 393,658 LF	Complete
Phase 2 SSES	CCTV - 224,792 LF	Complete
Phase 1 SSES	1,980 Manhole Inspections	Complete
Phase 2 SSES	1,125 Manhole Inspections	Complete
CMOM	132,000 LF/yr Pipe Cleaned	31-Dec-21
Model	Calibrated Model	Complete

Completed Through November 5, 2021

	<u>Completed Thru November 5, 2021 (LF)</u>	<u>Overall Remaining (LF)</u>	<u>Overall Remaining (%)</u>
CCTV Phase 1	395,097	-	-
CCTV Phase 2	224,792	-	-
MHs Phase 1	1,978	-	-
MHs Phase 2	1,115	-	-
Cleaning Total	733,082	-	-
Cleaning (2018) only	173,355	-	-
Cleaning (2019) only	304,188	-	-
Cleaning (2020) only	140,713	-	-
Cleaning (2021) only	114,826	17,174	13%

Work Completed by Entity

	<u>City</u>	<u>Contractor</u>	<u>County</u>
CCTV (Phase 1)	19% 75,464 LF	54% 215,287 LF	27% 104,346 LF
CCTV (Phase 2)	19% 41,959 LF	45% 101,854 LF	36% 80,979 LF
Cleaning (2021) only	20% 26,727	45% 58,813 LF	22% 29,286 LF
Cleaning Total	28% 207,977	45% 332,964 LF	27% 192,141 LF

Model Update

Tasks	% Complete
1. Flow and rainfall Analysis	100%
2. Model Expansion in GIS	100%
3. Model Expansion in Infoworks ICM	100%
4. Delamere - Model Setup	100%
5. Delamere - DWF and WWF calibration	100%
6. Delamere - Capacity evaluation	100%
7. Delamere - Alternative development	100%
8. DWF and WWF Calibration for all flow meters	100%

Sewer Division

The sewer maintenance division has been working on cleaning and televising sanitary sewer main to meet the CD deadline for 2021. The sewer division has taken over road hole repairs from street maintenance while they concentrate on leaf collection. Also, two sewer division employees have been assigned to work the leaf collection detail.

Refuse & Recycling Division

Due to the Veteran's Day Holiday on Thursday, November 11th, there will be no trash pickup on this day. Thursday's route will be collected on Friday and Friday's route will be collected on Saturday.

Street Maintenance Division

Fall leaf collection began on November 1st. Residents are reminded that kraft bag collection ceases beginning with fall leaf collection season in November and does not resume until after the spring leaf collection season. Any grass clippings and leaves should be placed loosely on the tree lawn during the month of November.

Residents can find a daily updated schedule and progress map on the Cleveland Heights webpage.

www.clevelandheights.com/Leaf-Collection-Map

Forestry Division

Tree planting season is underway. Residents interested in having a tree planted should contact the Division of Forestry at 216-691-7317.

#21-01 – 2021 Shannon Road Resurfacing & Waterline Replacement

The Shannon Road Resurfacing and Waterline Replacement project has been completed.



#21-02 – 2021 Street Resurfacing & ADA Curb Ramp Replacement Program

The contractor still has a few remaining items to complete. They have had some issues with COVID-19. They had seventeen employees out at one time with COVID-19 and/or possible exposure to the virus.

#21-06 – 2101 Superior Road Rehabilitation

The temporary water main has been installed and all residences are now on the water bypass system. Terrace has begun installing the new 8" water main. Crews are working westerly from Washington to South Taylor. Currently the road is closed to through traffic. Signs have been posted during construction.





CLEVELAND HEIGHTS

Committee of the Whole

November 15, 2021

6:30 p.m.

Agenda

1. Executive Session
 - a. *To consider the terms of sale or lease of City-owned real or personal property.*
2. Legislation Review/Caucus



CLEVELAND HEIGHTS

AGENDA (tentative) - CLEVELAND HEIGHTS CITY COUNCIL MEETING

Monday, November 15, 2021
Regular Meeting
7:30 p.m.

Cleveland Heights City Hall
Council Chambers
40 Severance Circle
Cleveland Heights, Ohio

- 1) Meeting called to order by Council President**
- 2) Roll Call of Council Members**
- 3) Excuse absent members**
- 4) Personal communications from citizens**
- 5) Report of the City Manager**
- 6) Report of the Clerk of Council**
- 7) Committee Reports**
 - a.) PUBLIC SAFETY AND HEALTH COMMITTEE**

RESOLUTION NO. 143-2021 (PSH), *First Reading*. A Resolution to suspend enforcement of Section 351.09 of Part Three (Traffic Code) of the Codified Ordinances of the City of Cleveland Heights for the period ending December 31, 2022, or such earlier date as Council may hereafter prescribe on specified streets in the City; providing for on-street overnight permit parking on specified portions of Kensington, Hillcrest, Belmar, Glenmont, Eddington, and East Overlook Roads; and declaring an emergency.

Introduced by Council Member _____

Vote _____
For _____ Against _____ No. Reading _____

RESOLUTION NO. 144-2021 (PSH), *First Reading*. A Resolution authorizing the City Manager to enter into an agreement with FARO Technologies, Inc. for the purchase of Three-Dimensional Focus Laser Scanners and associated

materials and equipment for the Police Department through the United States General Services Administration; and declaring an emergency.

Introduced by Council Member _____

Vote _____
For _____ Against _____ No. Reading _____

b.) ADMINISTRATIVE SERVICES COMMITTEE

ORDINANCE NO. 145-2021 (AS), *First Reading*. An Ordinance amending Ordinance No. 20-2021, “Wage and Salary Ordinance,” providing for salary schedules, position classifications, and other compensation and benefits for officers and employees of the City, to add a salary schedule, position classification, and other compensation and benefits for a City Administrator.

Introduced by Council Member _____

Vote _____
For _____ Against _____ No. Reading _____

c.) COMMUNITY RELATIONS AND RECREATION COMMITTEE

d.) FINANCE COMMITTEE

ORDINANCE NO. 146-2021 (F), *First Reading*. An Ordinance to amend certain subparagraphs of Ordinance No. 127-2020 (F) and subsequent amending ordinances, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2021; and declaring an emergency.

Introduced by Council Member _____

Vote _____
For _____ Against _____ No. Reading _____

ORDINANCE NO. 139-2021 (F), *Second Reading*. An Ordinance to make appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio, for the period of January 1, 2022 through December 31, 2022; and declaring an emergency.

Introduced by Council Member _____

Vote _____
For _____ Against _____ No. Reading _____

ORDINANCE NO. 140-2021 (F), Second Reading. An Ordinance authorizing the allocation, appropriation and expenditure of ARPA funds for sewer infrastructure improvement projects; and declaring an emergency.

Introduced by Council Member _____

Vote _____
For _____ Against _____ No. Reading _____

e.) MUNICIPAL SERVICES COMMITTEE

RESOLUTION NO. 147-2021 (MS), First Reading. A Resolution authorizing the City Manager to enter into an agreement with Wade Trim, Inc. of Ohio, for professional engineering services relating to the City's Sanitary Sewer Overflow Control project and the EPA Consent Decree; providing compensation therefor; and declaring an emergency.

Introduced by Council Member _____

Vote _____
For _____ Against _____ No. Reading _____

RESOLUTION NO. 148-2021 (MS), First Reading. A Resolution authorizing the City Manager to enter into an agreement with Valley Freightliner & Western Star, for the acquisition of a Freightliner 114SD Tandem Axle Cab and Chassis for the Department of Public Works; providing compensation therefor; and declaring an emergency.

Introduced by Council Member _____

Vote _____
For _____ Against _____ No. Reading _____

RESOLUTION NO. 149-2021 (MS), First Reading. A Resolution authorizing the City Manager to enter into an agreement with Advantech Services and Parts LLC, for the acquisition of a 2022 E-One HR 100ft Aerial Ladder Truck for the Fire Department; providing compensation therefor; and declaring an emergency.

Introduced by Council Member _____

Vote _____
For _____ Against _____ No. Reading _____

RESOLUTION NO. 150-2021 (MS), *First Reading*. A Resolution authorizing the City Manager to enter into an agreement with Gledhill Road Machinery Company, for the acquisition of a 14-Foot Stainless Steel Dump Body with Salt Spreader and Plow Package for the Department of Public Works; providing compensation therefor; and declaring an emergency.

Introduced by Council Member _____

Vote _____
For _____ Against _____ No. Reading _____

f.) PLANNING AND DEVELOPMENT COMMITTEE

RESOLUTION NO. 151-2021 (PD), *First Reading*. A Resolution to concur in the proposal of the Northeast Ohio Regional Sewer District (NEORSD), as a part of its regional stormwater management program, and at its cost, to remove Horseshoe Lake Dam and return the lake bed to its naturalized state, including streams, plantings, trees, and other amenities, following a public planning process undertaken in concert with the cities of Cleveland Heights and Shaker Heights; and meet Ohio Department of Natural Resources (ODNR) standards for a Class I dam; and declaring an emergency.

Introduced by Council Member _____

Vote _____
For _____ Against _____ No. Reading _____

RESOLUTION NO. 152-2021 (PD), *First Reading*. A Resolution authorizing the City Manager to enter into a loan agreement with the Cedar Fairmount Special Improvement District under the City's Economic Development Loan Fund Program to assist the SID with a temporary budgetary shortfall due to the COVID-19 pandemic and its resulting effects; and declaring an emergency.

Introduced by Council Member _____

Vote _____
For _____ Against _____ No. Reading _____

9) Adjournment

NEXT MEETING OF COUNCIL: MONDAY, DECEMBER 6, 2021

Proposed: 11/01/2021

ORDINANCE NO. 139-2021 (F), *Second Reading*

By Council Member Hart

An ordinance to make appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio, for the period of January 1, 2022 through December 31, 2022; and declaring an emergency.

BE IT ORDAINED by the Council of the City of Cleveland Heights that:

SECTION 1. To provide for the current expenses and other expenditures of the City of Cleveland Heights, Ohio, during the fiscal year ending December 31, 2022 the following sums in Exhibit 1 be and they are hereby appropriated.

SECTION 2. There shall be, and there are hereby, monies transferred from various funds in amounts not to exceed those stated below:

FROM	AMOUNT	TO
101-GENERAL FUND	\$500,000	402-FINANCED CAPITAL PROJECTS FUND
101-GENERAL FUND	400,000	234-EARNED BENEFITS FUND
101-GENERAL FUND	150,000	102-BUDGET STABILIZATION FUND
101-GENERAL FUND	700,000	301-DEBT SERVICE FUND
101-GENERAL FUND	1,200,000	232-POLICE PENSION FUND
101-GENERAL FUND	300,000	603-PARKING FUND
101-GENERAL FUND	1,500,000	233-FIRE PENSION FUND
216-RECREATION FACILITY IMPROVEMENT FUND	23,295	301-DEBT SERVICE FUND
231-TREE FUND	17,455	301-DEBT SERVICE FUND
603-PARKING FUND	65,562	234-EARNED BENEFITS FUND
TOTAL TRANSFERS FROM FUNDS	\$4,856,312	

SECTION 3. In order to avoid a deficit balance in any fund, the City's Chief Executive (until January 1, 2022, the City Manager; beginning and after January 1, 2022, the Mayor) is hereby authorized to temporarily advance from any unrestricted fund to any other fund, an amount sufficient to cover said deficit balance.

SECTION 4. All expenditures of the City of Cleveland Heights within the fiscal year ending December 31, 2022, shall be made within the appropriations herein provided. "Appropriation" as used herein means the total amount appropriated for the individual fund. Notwithstanding the financial detail herein presented within an individual fund, the City's Chief Executive (until January 1, 2022, the City Manager; beginning and after January 1, 2022, the

ORDINANCE NO. 139-2021 (F), *Second Reading*

Mayor) is authorized to transfer budgeted amounts within each fund, so long as the total amount appropriated for each individual fund is not exceeded.

SECTION 5. Notice of the passage of this ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one paper of general circulation in the city of Cleveland Heights.

SECTION 6. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being that in order to preserve the faith and credit of the City, it shall take effect at once; wherefore, Council declares that emergency exists and that this emergency Ordinance which shall take effect and be in force from and after the date of its passage.

JASON STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

ORDINANCE NO. 139-2021 (F), *Second Reading*

Exhibit I

Fund	Department	Object		Other Financing Uses	Grand Total
		Personal Services	O.T.P.S.		
101 - General	1101 - City Council	77,883.60	5,644.00		83,527.60
	2101 - Mayor's Office	686,067.04	13,729.00		699,796.04
	2106 - Civil Service Commission	2,280.60	32,410.00		34,690.60
	2107 - Landmark Commission		10,920.00		10,920.00
	2108 - General Operations	6,540,005.00	1,453,016.00		7,993,021.00
	2201 - Management Info Serv	289,756.21	224,914.00	1,400.00	516,070.21
	2501 - Community Relations	59,103.50	9,000.00	1,000.00	69,103.50
	2502 - Public Relations	181,362.19	91,900.00		273,262.19
	3101 - Finance	512,505.06	116,170.00	15,000.00	643,675.06
	3103 - County Auditors Deduction		209,000.00		209,000.00
	310Z - Oper Trsf/Temp Advance			2,050,000.00	2,050,000.00
	3201 - Income Tax		941,000.00		941,000.00
	4101 - Law	698,398.56	417,862.00		1,116,260.56
	5101 - Planning	512,533.98	23,100.00		535,633.98
	5102 - Planning Commission	8,138.34	2,730.00		10,868.34
	5103 - Board Of Zoning Appeals	5,813.10	2,083.00		7,896.10
	5104 - SID (Spec Impr District)		402,260.00		402,260.00
	5106 - Architect Bd of Review	11,626.20	350.00		11,976.20
	6201 - Service Admin	303,373.00	6,196.00	311.00	309,880.00
	6202 - Capital Projects Admin		16,100.00		16,100.00
	6205 - Sewer Maintenance		15.00		15.00
	6207 - Vehicle Maintenance	852,887.00	1,108,429.00	21,891.00	1,983,207.00
	6208 - Street Maintenance	1,313,587.00	311,557.00	4,200.00	1,629,344.00
	6211 - Traffic Signs & Signals	61,208.00	135,015.00		196,223.00
	7201 - Police Admin	9,381,544.63	580,117.00	700.00	1,200,000.00 11,162,361.63
	7202 - Police Academy	4,565.25	63,875.00		68,440.25
	7301 - Fire Admin	6,864,062.09	202,874.00		1,500,000.00 8,566,936.09
	7302 - Joint Dispatch Office		1,300,000.00		1,300,000.00
	7303 - Fire Prevention	99,534.06	3,525.00	800.00	103,859.06
	7401 - Building Services		604,690.00		604,690.00
	7402 - Housing Inspections	669,732.88	91,560.00		761,292.88
	8101 - Community Services Admin		4,620.00		4,620.00
	8201 - Public Prop/Park Maint	1,101,519.00	1,005,227.00		2,106,746.00
	8401 - Parks & Recreation Admin	332,596.38	31,240.00		363,836.38
	8403 - Swimming Pools	250,538.61	140,386.00		390,924.61
	8405 - Ice Programs	231,682.53	12,742.00		244,424.53
	8406 - General Recreation Prog	117,196.85	22,250.00		139,446.85
	8409 - Sports Programs	126,995.00	65,370.00		192,365.00
	8411 - Community Center Admin	597,793.00	294,421.00		892,214.00
	8501 - Office On Aging Admin	135,214.72	19,011.00		154,225.72
	8601 - Public Health Admin		268,091.00		268,091.00

ORDINANCE NO. 139-2021 (F), *Second Reading*

Fund	Department	Personal Services	O.T.P.S.	Capital	Other Financing Uses	Grand Total
101 - General	8701 - Animal Protection	80,636.07	23,754.00			104,390.07
	9101 - Municipal Court	1,047,890.01	161,524.00			1,209,414.01
101 - General Total		33,158,029.46	10,428,677.00	45,302.00	4,750,000.00	48,382,008.46
201 - Street Constr, Maint	6201 - Service Admin	79,484.00				79,484.00
	6208 - Street Maintenance	104,636.00				104,636.00
	6213 - Monticello Blvd		37,802.00			37,802.00
	6215 - Road Repaving-State/Cnty		20,480.00			20,480.00
	6220 - Taylor Road		63,799.00			63,799.00
	6236 - Annual Street Surface			2,020,000.00		2,020,000.00
	6312 - Meadowbrook Blvd Rehab		118,922.00			118,922.00
201 - Street Constr, Maint Total		184,120.00	241,003.00	2,020,000.00		2,445,123.00
202 - Foundation Grants/Donatns	7402 - Housing Inspections			50,000.00		50,000.00
202 - Foundation Grants/Donatns Total				50,000.00		50,000.00
206 - Law Enforcement	7205 - Law Enforcement		123,000.00			123,000.00
206 - Law Enforcement Total			123,000.00			123,000.00
207 - Drug Law Enforcement	7206 - Drug Law Enforcement	65,942.50	77,000.00			142,942.50
207 - Drug Law Enforcement Total		65,942.50	77,000.00			142,942.50
208 - CDBG Resource	5201 - CDBG Financial Admin	13,581.35				13,581.35
	5203 - CDBG Admin Contracts		258,467.00			258,467.00
	5211 - CDBG Comm'l Area Improve			104,858.00		104,858.00
	5220 - CDBG Office On Aging	35,461.74				35,461.74
	5222 - Economic Development	123,613.36	1,215,509.00	1,200.00		1,340,322.36
	5224 - CDBG Admin	145,529.00	25,800.00	4,500.00		175,829.00
	5301 - CDBG Home Repair Resource		167,588.00			167,588.00
	5303 - CDBG Housing Pres Office	401,951.00	177,155.00	2,000.00		581,106.00
	5304 - CDBG Code Enforcement	68,683.00				68,683.00
	5309 - GIS	35,864.97		6,500.00		42,364.97
208 - CDBG Resource Total		824,684.42	1,844,519.00	119,058.00		2,788,261.42
211 - Home Program	5503 - HOME Admin		400,000.00			400,000.00
	5505 - HOME Program Income		150,000.00			150,000.00
	211 - Home Program Total		550,000.00			550,000.00
212 - FEMA Grant	7301 - Fire Admin			73,953.00		73,953.00
212 - FEMA Grant Total				73,953.00		73,953.00
213 - Police Facility Impr Fund	7201 - Police Admin		16,000.00	15,000.00		31,000.00
213 - Police Facility Impr Fund Total			16,000.00	15,000.00		31,000.00
214 - Local Programming	2108 - General Operations		82,344.00	14,086.00		96,430.00
	2601 - Cable TV Admin	136,158.00	187,400.00	90,000.00		413,558.00
	214 - Local Programming Total	136,158.00	269,744.00	104,086.00		509,988.00
215 - Cain Park Operating	8901 - Cain Park Admin/Start-Up	173,175.00	388,730.00			561,905.00
	8905 - Arts Festival/Art Gallery		25,620.00			25,620.00
	8906 - Theater		42,550.00			42,550.00
	215 - Cain Park Operating Total	173,175.00	456,900.00			630,075.00
216 - Rec Fac Imp Fund	3101 - Finance			23,295.00		23,295.00

ORDINANCE NO. 139-2021 (F), *Second Reading*

Fund	Department	Personal Services	O.T.P.S.	Capital	Other Financing Uses	Grand Total
216 - Rec Fac Imp Fund	8301 - Park Maintenance Admin		167,000.00	304,000.00		471,000.00
216 - Rec Fac Imp Fund Total			167,000.00	304,000.00	23,295.00	494,295.00
226 - Lead Safe Cuyahoga	5303 - CDBG Housing Pres Office		600,000.00			600,000.00
226 - Lead Safe Cuyahoga Total			600,000.00			600,000.00
228 - CDBG-COVID	5220 - CDBG Office On Aging		55,000.00			55,000.00
	5222 - Economic Development		290,000.00			290,000.00
	5224 - CDBG Admin		81,318.00			81,318.00
228 - CDBG-COVID Total			426,318.00			426,318.00
230 - Street Lighting	3101 - Finance		52,500.00			52,500.00
	6211 - Traffic Signs & Signals		680,715.00			680,715.00
230 - Street Lighting Total			733,215.00			733,215.00
231 - Tree	3101 - Finance		36,500.00			36,500.00
	310Z - Oper Trsf/Temp Advance				17,455.00	17,455.00
	8801 - Forestry	811,479.00	319,325.00	93,971.00		1,224,775.00
231 - Tree Total		811,479.00	355,825.00	93,971.00	17,455.00	1,278,730.00
232 - Police Pension	7201 - Police Admin		1,482,592.14			1,482,592.14
232 - Police Pension Total			1,482,592.14			1,482,592.14
233 - Fire Pension	7301 - Fire Admin		1,730,062.33			1,730,062.33
233 - Fire Pension Total			1,730,062.33			1,730,062.33
234 - Earned Benefits	2108 - General Operations		400,000.00			400,000.00
234 - Earned Benefits Total			400,000.00			400,000.00
241 - Local Fiscal Recovery	2108 - General Operations		38,433,591.00			38,433,591.00
	7301 - Fire Admin	205,874.07				205,874.07
241 - Local Fiscal Recovery Total		205,874.07	38,433,591.00			38,639,465.07
301 - G.O. Bond Retirement	3101 - Finance		3,290,035.00			3,290,035.00
301 - G.O. Bond Retirement Total			3,290,035.00			3,290,035.00
402 - Financed Capital Projects	3101 - Finance			500,000.00		500,000.00
402 - Financed Capital Projects Total				500,000.00		500,000.00
411 - Economic Development	5101 - Planning		299,500.00			299,500.00
411 - Economic Development Total			299,500.00			299,500.00
412 - City Hall Maint & Repair	2102 - City Hall Maint/Repair		15,000.00			15,000.00
412 - City Hall Maint & Repair Total			15,000.00			15,000.00
416 - Refuse Capital Fund	6203 - Refuse Coll/Transfer Sta			5,000.00		5,000.00
416 - Refuse Capital Fund Total				5,000.00		5,000.00
601 - Water Administration	6301 - Water Admin		600.00			600.00
	6302 - Water Distribution		10,000.00	1,444,509.00		1,454,509.00
	6314 - Runnymede/Quilliams Wtr		20,207.00			20,207.00
	6326 - Cedar Wtr/Swr Loan Iss #2		47,044.00			47,044.00
601 - Water Administration Total			77,851.00	1,444,509.00		1,522,360.00
602 - Sewerage Disposal	6205 - Sewer Maintenance	1,476,859.00	771,050.00	4,953,822.00		7,201,731.00
	6301 - Water Admin		25,800.00			25,800.00
	6312 - Meadowbrook Blvd Rehab		8,522.00			8,522.00
	6326 - Cedar Wtr/Swr Loan Iss #2		4,267.00			4,267.00

ORDINANCE NO. 139-2021 (F), *Second Reading*

Fund	Department	Personal Services	O.T.P.S.	Capital	Other Financing Uses	Grand Total
602 - Sewerage Disposal	6327 - Demington Sewer		38,240.00			38,240.00
602 - Sewerage Disposal Total		1,476,859.00	847,879.00	4,953,822.00		7,278,560.00
603 - Parking Fund	310Z - Oper Trsf/Temp Advance				65,562.00	65,562.00
	6210 - Parking Department	151,691.00	1,132,792.00	5,000.00		1,289,483.00
603 - Parking Fund Total		151,691.00	1,132,792.00	5,000.00	65,562.00	1,355,045.00
605 - Refuse Fund	6203 - Refuse Coll/Transfer Sta	2,567,797.00	1,303,500.00	15,000.00		3,886,297.00
605 - Refuse Fund Total		2,567,797.00	1,303,500.00	15,000.00		3,886,297.00
606 - ALS Ambulance Services	7304 - ALS Ambulance Services	504,173.00	252,662.00	651,268.00		1,408,103.00
606 - ALS Ambulance Services Total		504,173.00	252,662.00	651,268.00		1,408,103.00
701 - Hospitalization Self-Ins	3101 - Finance	7,290,839.00				7,290,839.00
701 - Hospitalization Self-Ins Total		7,290,839.00				7,290,839.00
804 - Off/Aging Donations	8501 - Office On Aging Admin		7,430.00			7,430.00
	8502 - OOA-Sr Computer Center		5,000.00	3,000.00		8,000.00
804 - Off/Aging Donations Total			12,430.00	3,000.00		15,430.00
808 - Youth Recreation Donation	8101 - Community Services Admin		5,000.00			5,000.00
808 - Youth Recreation Donation Total			5,000.00			5,000.00
809 - Police Memorial Trust	7201 - Police Admin		10,000.00			10,000.00
809 - Police Memorial Trust Total			10,000.00			10,000.00
811 - Juvenile Diversion Prog	7209 - Juvenile Diversion Prog		10,000.00			10,000.00
811 - Juvenile Diversion Prog Total			10,000.00			10,000.00
857 - Sales Tax	3101 - Finance		400.00			400.00
857 - Sales Tax Total			400.00			400.00
858 - Miscellaneous Agency	3105 - Unclaimed Money		20,000.00			20,000.00
	7201 - Police Admin		75,000.00			75,000.00
	7402 - Housing Inspections		500,000.00			500,000.00
858 - Miscellaneous Agency Total			595,000.00			595,000.00
Grand Total		51,163,475.92	62,574,841.00	10,402,969.00	4,856,312.00	128,997,597.92

Proposed: 11/01/2021

ORDINANCE NO. 140-2021 (F), *Second Reading*

By Council Member Hart

An Ordinance authorizing the allocation, appropriation and expenditure of ARPA funds for sewer infrastructure improvement projects, and declaring an emergency.

WHEREAS, on the 11th Day of March 2021, the President of the United States, Joseph R. Biden, signed into law the American Rescue Plan Act of 2021 (hereafter “ARPA”), Public Law 117-2, authorizing, among other things, payment of direct subsidies to the general revenue funds of cities, counties, school districts, and other governmental entities; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, the intended purpose of the direct subsidy payments to state and local governmental entities under the ARPA is to alleviate the effect of funding shortfalls, invest in state and local economic development, and provide relief from the economic and societal hardships sustained during the onset of the Coronavirus Pandemic and COVID-19 illness; and

WHEREAS, ARPA and the Interim Final Rule provide that ARPA funds may be used, among other reasons, to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the City of Cleveland Heights has been notified of ARPA funding in the amount of \$38,817,062, split into two payments with one in 2021 and one in 2022; and

WHEREAS, in 2017, pursuant to Resolution 66-2017, the City entered into a partial consent decree with the United States of America, the U.S. Environmental Protection Agency (EPA), and the State of Ohio related to alleged violations of the Clean Water Act; and

WHEREAS, Section V (F) of the partial consent decree requires that by June 1, 2021, the City submit for EPA review and approval an Integrated Overflow Control Master Plan (IOCM) developed in accordance with Appendix A to the partial consent decree; and

WHEREAS, the City, working with professional engineers and financial consultants, developed an IOCM meeting the requirements of the partial consent decree, and timely submitted it for EPA review and approval; and

WHEREAS, the City’s IOCM submittal included sewer projects necessary to comply with the partial consent decree that would cost in excess of \$40,000,000, in 2021 dollars, over 15 years; and

ORDINANCE NO. 140-2021, *Second Reading*

WHEREAS, this Council has determined that the permitted use of ARPA funds for IOCMP and other necessary sewer projects will speed the initiation and completion of many projects, will allow the City to seek grant funding that requires local match funding, will improve the environment of the City and the health and safety of its residents, and will have a powerful impact on sewer rate increases that would otherwise be required to fund the performance of work related to the IOCMP; and

WHEREAS, the City has determined that the investment of ARPA funds into the IOCMP project work is projected to generate savings for Cleveland Heights residents, over 20 years, that exceed four times the ARPA dollars invested; and

WHEREAS, the savings to Cleveland Heights residents through lower sewer rates as a result of the use of ARPA funds for this purpose will be universal and will accrue to the benefit of every household, business and institutional sewer customer in the City, and will enhance the City's competitive position as a community of choice for residents and businesses; and

WHEREAS, there are many competing needs within the City of Cleveland Heights that might be addressed to some extent through the use of ARPA funding; and

WHEREAS, Council at this time determines that a very substantial investment of ARPA funds toward sewer infrastructure projects is in the best interest of the City of Cleveland Heights and its residents.

BE IT ORDAINED by the Council of the City of Cleveland Heights, that:

SECTION 1. Council at this time directs the use of Eighteen Million Dollars (\$18,000,000.00) in ARPA funding for the performance of sewer infrastructure improvement projects described in the IOCMP, and allocates those funds for that purpose, to be drawn upon for design contracts, local match grant programs, and construction contracts, to the maximum possible extent, within the timing requirements of the ARPA and the Interim Final Rule.

SECTION 2. Council will continue to consider uses of ARPA funding to produce the maximum benefit for the City and its residents, which may include the determination in the future to devote additional ARPA funds to IOCMP-related sewer infrastructure in excess of the funding level established in Section 1.

SECTION 3. The Finance Director and the Public Works Director are to periodically update Council on the usage of ARPA monies for IOCMP sewer infrastructure projects, so that it can timely consider uses in accordance with Section 2 and to ensure that if for any reason the allocation described in Section 1 cannot be timely utilized, no ARPA monies go unused.

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

ORDINANCE NO. 140-2021, *Second Reading*

SECTION 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to timely appropriate funding received from the ARPA for purposes of performing sewer infrastructure improvement work related to necessary sewer investments including the City's Integrated Overflow Control Master Plan at the earliest possible time, to improve environmental conditions in the City, and to ensure that Cleveland Heights residents receive the maximum possible benefit associated with the earliest possible investment of such funds as described herein. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Proposed: 11/15/2021

RESOLUTION NO. 143-2021 (PSH), *First Reading*

By Council Member

A Resolution to suspend enforcement of Section 351.09 of Part Three (Traffic Code) of the Codified Ordinances of the City of Cleveland Heights for the period ending December 31, 2022, or such earlier date as Council may hereafter prescribe on specified streets in the City; providing for on-street overnight permit parking on specified portions of Kensington, Hillcrest, Belmar, Glenmont, Eddington, and East Overlook Roads; and declaring an emergency.

WHEREAS, Section 351.09 of Part Three (Traffic Code) of the Codified Ordinances of the City of Cleveland Heights prohibits, with the exception of a physician making an emergency call, parking of any vehicles on any street in the City of Cleveland Heights between the hours of 3:00 a.m. and 6:00 a.m.; and

WHEREAS, there is insufficient off-street parking for the residents and guests of certain City streets which are hereafter named, due to a high concentration of older apartment buildings with inadequate garage space; and

WHEREAS, the City Manager has thus declared an emergency to exist on such streets and has recommended that all-night parking be permitted; and

WHEREAS, additional resident parking is also necessary on Kensington Road between Lee Road and Cottage Grove Road and on Hillcrest, Belmar, Glenmont and Eddington Roads between Mayfield Road and Avondale Road; and

WHEREAS, this Council previously initiated a program to implement overnight permit on-street parking on the aforementioned streets, and it would be in the best interest of the City and its residents to continue such program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The aforementioned regulations contained in Section 351.09 of Part Three (Traffic Code) of the Codified Ordinances of the City of Cleveland Heights shall remain in full force and effect upon all streets not specifically enumerated below, but the enforcement thereof shall be temporarily suspended for the period ending December 31, 2022, or such earlier date as Council may subsequently prescribe, on the following-described streets in the City of Cleveland Heights.

1. Mayfield Road from the Westerly line of Eddington Road west to Coventry Road.

RESOLUTION NO. 143-2021 (PSH), *First Reading*

2. Euclid Heights Boulevard from Coventry Road to Edgehill Road.
3. Derbyshire Road from Euclid Heights Boulevard to Norfolk Road.
4. The entire length of the east side of Surrey Road.
5. Bellfield Avenue from Cecil Court Southerly to North Park Boulevard.
6. Middlehurst Road from Mayfield Road to the south side of Hampshire Road.
7. South side of Hampshire Road from Hampshire Lane to Coventry Road.
8. Grandview Avenue from Cecil Place Southerly to West St. James Parkway.
9. Superior Park Drive from North Taylor Road to South Compton Road.
10. Yorkshire Road from Lee Road, extending in an Easterly direction on the south side to a point coinciding with the Westerly property line of a single-family home identified as 3220 Yorkshire Road, and extending in a Westerly direction on the south side of Yorkshire Road to a point coinciding with the Easterly property line of the first single-family home on Yorkshire Road west of Lee Road.
11. Norfolk Road between Cedar Road and Derbyshire Road.
12. East side of Overlook Road from south of the Edgehill Road intersection in front of PPN 685-03-057 to the northern driveway of 2300 Overlook Road, PPN 685-02-002.
13. The area directly in front of 3251 East Overlook Road.

SECTION 2. The City Manager is authorized to issue permits to residents and owners of property on Kensington Road between Lee Road and Cottage Grove Road which will allow such permit holders to park either in Municipal Lot No. 16 or overnight on Kensington Road between Lee Road and Cottage Grove Road. Such permits will be available for sale for a period from January 1, 2022, through December 31, 2022, at a cost of One Hundred Twenty-Five Dollars (\$125.00) per calendar quarter.

RESOLUTION NO. 143-2021 (PSH), *First Reading*

SECTION 3. The City Manager is additionally authorized to issue permits to residents and owners of property on Hampshire Road and Overlook Road to park overnight on Hampshire Lane and Overlook Road at Euclid Heights Boulevard and on the east side of Overlook Road from south of the Edgehill Road intersection in front of PPN 685-03-057 to the northern driveway of 2300 Overlook Road, PPN 685-02-002. Such permits shall be available for sale from January 1, 2022, through December 31, 2022, at a cost of One Hundred Twenty-Five Dollars (\$125.00) per calendar quarter.

SECTION 4. The City Manager is further authorized to issue permits to residents and owners of property on Hillcrest, Belmar, Glenmont and Eddington Roads between Mayfield Road and Avondale Road to park overnight on the owner's or resident's street in the area between Mayfield Road and Avondale Road. Such permits shall be available for sale for a period from January 1, 2022, through December 31, 2022, at a cost of One Hundred Twenty-Five Dollars (\$125.00) per calendar quarter.

SECTION 5. The City Manager is also authorized to issue two permits to residents and owners of property at 3251 East Overlook Road to park overnight directly in front of the same. Such permits shall be available for sale from January 1, 2022, through December 31, 2022, at a cost of One Hundred Twenty-Five Dollars (\$125.00) per calendar quarter.

SECTION 6. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 7. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the necessity of having this regulation in effect and of benefit to the residents at the earliest time possible. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Proposed: 11/15/2021

RESOLUTION NO. 144-2021 (PSH), *First Reading*

By Council Member

A Resolution authorizing the City Manager to enter into an agreement with FARO Technologies, Inc. for the purchase of Three-Dimensional Focus Laser Scanners and associated materials and equipment for the Police Department through the United States General Services Administration; and declaring an emergency.

WHEREAS, Three-Dimensional (3D) Focus Laser Scanners allow for the use of certain data to be imported into software for analysis and reporting of the captured data; and

WHEREAS, 3D Focus Laser Scanners capture distance dimensions and area and volume calculations, among other data, and analysis and documentation can be carried out quickly, precisely and reliably using scanned data; and

WHEREAS, the Chief of Police has determined there is a need for 3D Focus Laser Scanners to combat and prevent crime; and

WHEREAS, Ohio Revised Code Sections 9.48 permits political subdivisions to participate in contract offerings from the federal government that are available to a political subdivision including, but not limited to, contract offerings from the general services administration.

WHEREAS, the Chief of Police and City Manager have determined that the selected equipment may be purchased from FARO Technologies, Inc. through the United States General Services Administration at a lower price than could be obtained through competitive bidding, and that it would be in the City's best interests to purchase said equipment by this means.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City Manager be, and she is hereby, authorized to enter into any and all agreements, and to sign any related documents, necessary for the purchase of Three-Dimensional Focus Laser Scanners and associated materials and equipment with FARO Technologies, Inc. through the United States General Services Administration, pursuant to Ohio Revised Code 9.48. The agreement shall provide for the purchase of the selected equipment at a total cost not to exceed Seventy-Two Thousand Eight Hundred Twenty-Four Dollars and Ninety-Four Cents (\$72,824.94). All agreements hereunder shall be approved as to form by and subject to the final approval of the Director of Law

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

RESOLUTION NO. 144-2021 (PSH), *First Reading*

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet vendor deadlines and to equip the Police Department as soon as possible. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:



FARO.

Remit To:
ZNet Tech, LLC
 PO BOX 213
 Olney, MD 20830
 301 200-4715 office
 301 200-4716 fax

GSA Schedule 47QTCA18D003S

Ship To: Cleveland Heights Police
 Department (OH)
 40 Severance Cir
 44118-1576 Cleveland
 Heights, OH

Quote
 10-21-06-CHP R2
 Rev # 2

20422878

CUST ID:	BID / QUOTE:	POINT OF CONTACT:	BID DATE:	Required Date	F.O.B.	TERMS
	10-21-06-CHP R2	Gary Block 202 262-8002 / garyb@znettech.com	25-Oct-21	2-6 Weeks	EXW Origin	Net 30
	DUNS: 610551637	TIN: 20-3728205		Cage: 499V5		
Line Item	Product Number	Product Description	GSA/Open Market	Unit Price	Quantity	Extended Price
	LS-8-S-70	3D_HW_LS_FocusS 70 Laser Scanner Focus S 70 ships with: 1x Focus S 70, 1x Quick Release, HDR photography, GPS, compass, altimeter (barometer), dual-axis compensator, Accessory Bay, 1x Power Block Battery, 1x Battery Power Dock, 1x Power Supply, 1x 32GB SD card and reader, 1x rugged transport case, calibration certificate, manufacturer warranty and a quick start guide.G7G77:G83			1	\$ 37,627.20
	ACCS-PWR-0014	3D_AC_LS_FocusS Battery Power Block Power Block battery for Focus laser scanner and Freestyle.			1	\$ 625.49
	ACCSS8032	3D_AC_LS_Standard Carbon Fiber Tripod Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability			1	\$ 1,114.16
	COMP0123X64	VR Ready Notebook High-end notebook computer. Contact your FARO representative for current specifications			1	\$ 3,420.80
	SOFTD0900	SCENE SCENE. New license. Includes 1-year of standard maintenance. License container sold separately			1	\$ 3,952.00
	SOFTL0003	Network Soft Lock Soft lock network license for use with up to 4000 licenses on a network. Software licenses purchased separately. Can be used together with FARO SCENE, CAM2, FARO Zone, As-Built, and RevEng Software products			2	\$ 781.86
	SOFTD51002	FARO Zone 3D Advanced Digital download Advanced version of FARO Zone 3D with the added ability to open SCENE projects and import other point clouds. Includes one (1) year of maintenance. Digital Download			1	\$ 5,170.00
	TR-FZ3-COR	FZ Core Two consecutive day, consisting of four-hour virtual classroom training. The FARO Zone 3D Core training is specifically designed to assist new users			1	\$ -
	TR-FZ3-CSI	FZ Power Tools Crime Four-hour virtual classroom training. This course is designed for Investigators who will be using primarily hand measurements (non-laser scanner data) to complete analysis			1	\$ 488.66
	TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc Available only at point of FARO system sale. Includes training for 2 Trainees. #Three day course at a			1	\$ -



FARO.

Remit To:
ZNet Tech, LLC
 PO BOX 213
 Olney, MD 20830
 301 200-4715 office
 301 200-4716 fax

GSA Schedule 47QTCA18D003S

Ship To: Cleveland Heights Police
 Department (OH)
 40 Severance Cir
 44118-1576 Cleveland
 Heights, OH

Quote
 10-21-06-CHP R2
 Rev # 2

20422878

CUST ID:	BID / QUOTE:	POINT OF CONTACT:	BID DATE:	Required Date	F.O.B.	TERMS
	10-21-06-CHP R2	Gary Block 202 262-8002 / garyb@znettech.com	25-Oct-21	2-6 Weeks	EXW Origin	Net 30
	DUNS: 610551637	TIN: 20-3728205		Cage: 499V5		
Line Item	Product Number	Product Description	GSA/Open Market	Unit Price	Quantity	Extended Price
		training facility provided by FARO that discusses FARO Laser Scanner with FARO Software, setup, and basic measurements. Classroom trainings are scheduled on a first come, first served basis. Classes can be cancelled within two weeks of the scheduled date if sufficient enrollment is not met. Training days must be taken together on consecutive days, and cannot be split into individual days."				
TR-SCN-POS-O	Laser Scanner Tr. - Upg to OnSite				1	\$ 5,083.05
	Available only at point of FARO system sale. Customer Site Upgrade three day course that discusses FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days					
ACCSS0299	80Mm Koppa Target Set				1	\$ 1,070.18
	A combination set of 12 x 80mm targets with rubber o-rings to secure the sphere to the 1/4" trajectory rods. All shipped in a plastic storage crate.					
CCR-SCN-V8-Y4	Complete Care-SCN Focus S/M-Y4				1	\$ 8,286.00
	Complete Care service plan includes parts and labor for repair and annual cleaning and calibration. Three years of coverage in addition to the included 1-year warranty.					
SMA0900-3Y	SCENE MAINT - 3Y EXT				1	\$ 2,687.66
	SCENE. Extends maintenance contract of new license by 3 years.					
SMA51002-3Y	FARO Zone 3D Advanced Maintenance 3				1	\$ 2,517.88
	FARO Zone 3D Advanced annual maintenance extension , at point of sale includes product updates and upgrades (as available). including top tier technical support for three (3) years. Customer must be on the most current software release to purchase this plan					
Accepted:	Signature: _____	Print: _____	Date: _____			
	ZNet Tech, LLC. Small Business 47QTCA18D003S	Thank you for considering ZNet Tech, LLC..			SUBTOTAL \$ 72,824.94	
					Sales Tax	
					S&H \$ 40.23	
					TOTAL \$ 72,824.94	

Proposed: 11/15/2021

ORDINANCE NO. 145-2021 (AS), *First Reading*

By Council Member Seren

An Ordinance amending Ordinance No. 20-2021, “Wage and Salary Ordinance,” providing for salary schedules, position classifications, and other compensation and benefits for officers and employees of the City, to add a salary schedule, position classification, and other compensation and benefits for a City Administrator.

WHEREAS, Article 5, Section 4 of the Cleveland Heights Charter requires this Council to “fix by ordinance the salary, rate, or amount of compensation of all officers and employees of the City;” and

WHEREAS, Cleveland Heights Codified Ordinance Section 139.21 generally requires this Council to “establish employees’ wages, hours of work, sick leave benefits, paid hospitalization benefits, vacations, legal holidays, and all other forms of fringe benefits and other conditions of employment by ordinance;” and

WHEREAS, on November 5, 2019, amendments to the Charter of the City of Cleveland Heights to change the form of government to a Mayor-Council system of government with a directly-elected Mayor were approved by the electors of the City of Cleveland Heights; and

WHEREAS, the November 2019 Charter amendments provide for the appointment of a professional City Administrator, selected by the Mayor, subject to Council confirmation, to serve at the pleasure of the Mayor, to be effective January 1, 2022; and

WHEREAS, the City’s Wage and Salary Ordinance, adopted on March 15, 2021 by Ordinance No. 20-2021, establishes salary schedules, position classifications, and other compensation and benefits for officers and employees of the City; and

WHEREAS, this Council believes that it should at this time establish the compensation for the position of City Administrator, to be effective January 1, 2022, consistent with the effective date of the amended Charter Section IV-4.

BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. Ordinance No. 20-2021, “Wage and Salary Ordinance,” shall be, and is hereby, amended to replace the words “Assistant City Manager/ Vice” with the words “City Administrator” everywhere they appear.

SECTION 2. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Ordinance shall take effect and be in force at the earliest time permitted by law.

ORDINANCE NO. 145-2021 (AS), *First Reading*

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Proposed: 11/15/2021

ORDINANCE NO. 146-2021 (F), *First Reading*

By Council Member

An ordinance to amend certain subparagraphs of Ordinance No. 127-2020 (F) and subsequent amending ordinances, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2021 and declaring an emergency.

BE IT ORDAINED by the Council of the City of Cleveland Heights that:

SECTION 1. Certain subparagraphs of Ordinance No. 127-2020 (F) and subsequent amending ordinances all relating to appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2021 be, and the same hereby are increased, decreased and/or transferred in the amounts set forth in Exhibit 1.

SECTION 2. All expenditures of the City of Cleveland Heights within the fiscal year ending December 31, 2021, shall be made within the appropriations herein provided. "Appropriation" as used herein means the total amount appropriated for the individual fund. Notwithstanding the financial detail herein presented within an individual fund, the City Manager is authorized to transfer budgeted amounts within each fund, so long as the total amount appropriated for each individual fund is not exceeded.

SECTION 3. Notice of the passage of this ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one paper of general circulation in the city of Cleveland Heights.

SECTION 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the ongoing and continuous need to preserve the faith and credit of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Exhibit 1

Fund	Department	Object	Reason	Approved Budget	Requested Change	Revised Budget
101 - General	2101 - City Manager	Personal Services	Transfer for legal expenses.	578,579.82	(100,000.00)	478,579.82
	2201 - Management Info Serv	Personal Services	Transfer for cloud backup fees.	348,943.21	(13,000.00)	335,943.21
		O.T.P.S.	Transfer for cloud backup fees.	226,050.00	13,000.00	239,050.00
	3101 - Finance	O.T.P.S.	Transfer for indigent burial fees.	131,962.95	(1,190.00)	130,772.95
	4101 - Law	O.T.P.S.	Transfer for legal expenses.	436,500.00	100,000.00	536,500.00
	6207 - Vehicle Maintenance	O.T.P.S.	Transfer for new lifts and body paint room equipment and improvements.	1,438,021.00	(49,996.00)	1,388,025.00
		Capital	Transfer for new lifts and body paint room equipment and improvements.	25,000.00	49,996.00	74,996.00
	6208 - Street Maintenance	Personal Services	Transfer for traffic and street lighting.	1,274,986.95	(9,200.00)	1,265,786.95
	6211 - Traffic Signs & Signals	O.T.P.S.	Transfer for traffic and street lighting.	146,450.00	9,200.00	155,650.00
	7201 - Police Admin	Personal Services	Transfer for longevity pay.	9,291,953.52	(222.81)	9,291,730.71
	7301 - Fire Admin	Personal Services	Transfer for overtime.	6,800,509.00	10,000.00	6,810,509.00
		O.T.P.S.	Transfer for overtime.	277,800.00	(10,000.00)	267,800.00
	7303 - Fire Prevention	O.T.P.S.	Transfer for materials, tools and supplies.	4,400.00	600.00	5,000.00
		Capital	Transfer for materials, tools and supplies.	1,000.00	(600.00)	400.00
	8201 - Public Prop/Park Maint	O.T.P.S.	Transfer for overtime.	1,064,420.00	(1,315.00)	1,063,105.00
	8411 - Community Center Admin	Personal Services	Transfer for overtime.	658,318.72	1,315.00	659,633.72
	8601 - Public Health Admin	O.T.P.S.	Transfer for indigent burial fees.	258,499.00	1,190.00	259,689.00
	8701 - Animal Protection	Personal Services	Transfer for longevity pay.	77,854.66	222.81	78,077.47
202 - Foundation Grants/Donatns	8201 - Public Prop/Park Maint	Capital	Increase for vented windows at the Community Center which is funded by a NOPEC grant.	165,100.00	10,000.00	175,100.00

Exhibit 1

Fund	Department	Object	Reason	Approved Budget	Requested Change	Revised Budget
207 - Drug Law Enforcement	7206 - Drug Law Enforcement	Personal Services	Increase for overtime which is grant funded.	40,922.13	15,000.00	55,922.13
212 - FEMA Grant	7301 - Fire Admin	Capital	Increase for Fire department equipment which is funded by a FEMA grant.	0.00	73,953.00	73,953.00
214 - Local Programming	2601 - Cable TV Admin	O.T.P.S.	Increase for internet expenses.	187,400.00	181.63	187,581.63
238 - Coronavirus Relief Fund	7201 - Police Admin	Capital	Transfer for 3D scanners for the Police which is funded by the CARES Act.	0.00	34,175.00	34,175.00
			Increase for 3D scanners for the Police which is funded by the CARES Act.	0.00	38,649.94	38,649.94
	8201 - Public Prop/Park Maint	O.T.P.S.	Transfer for 3D scanners for the Police which is funded by the CARES Act.	41,932.15	(34,175.00)	7,757.15
858 - Miscellaneous Agency	7301 - Fire Admin	O.T.P.S.	Transfer for fire bonds.	0.00	8,579.93	8,579.93
	7402 - Housing Inspections	O.T.P.S.	Transfer for fire bonds.	500,000.00	(8,579.93)	491,420.07
Total				23,976,603.11	137,784.57	24,114,387.68

Proposed: 11/15/2021

RESOLUTION NO. 147-2021 (MS), *First Reading*

By Council Member

A Resolution authorizing the City Manager to enter into an agreement with Wade Trim, Inc. of Ohio, for professional engineering services relating to the City's Sanitary Sewer Overflow Control project and the EPA Consent Decree; providing compensation therefor; and declaring an emergency.

WHEREAS, in 2017, pursuant to Resolution 66-2017, the City entered into a partial consent decree with the United States of America, the U.S. Environmental Protection Agency (EPA), and the State of Ohio related to alleged violations of the Clean Water Act; and

WHEREAS, the City requires professional services of an engineering consultant concerning the replacement of the sanitary sewer on Lee Road from SSO CH-28 at Euclid Heights Boulevard to the Northeast Ohio Regional Sewer District connection at Somerton Road, in furtherance of the City's compliance efforts pursuant to the partial consent decree; and

WHEREAS, the City Manager and Director of Public Works have recommended that the services offered by Wade Trim, Inc. of Ohio best meets the City's needs; and

WHEREAS, such services are professional services for which no bidding is necessary.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City Manager be, and she is hereby, authorized to enter into an agreement with Wade Trim, Inc. of Ohio for professional engineering services associated with the replacement of the sanitary sewer on Lee Road from SSO CH-28 at Euclid Heights Boulevard to the Northeast Ohio Regional Sewer District connection at Somerton Road, in furtherance of the City's compliance efforts pursuant to the partial consent decree and to sign any related documents. The agreement shall be in accordance with the terms and conditions set forth in the proposed agreement for professional services submitted by Wade Trim, Inc. of Ohio. Compensation for the services detailed therein shall not exceed One Hundred Eleven Thousand Six Hundred Twenty-Five Dollars (\$111,625). All agreements hereunder shall be approved as to form and subject to the final approval of the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to commence the above-described improvements at the earliest possible time to timely meet and effectuate partial consent decree requirements. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force

RESOLUTION NO. 147-2021 (MS), *First Reading*

immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:



Wade Trim, Inc.
1100 Superior Avenue East, Suite 1710 • Cleveland, OH 44114
216.363.0300 • www.wadetrim.com

October 4, 2021

City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118

Attention: Ms. Collette Clinkscale
Director of Public Works

Re: CH-28 Sanitary Sewer Replacement
Proposal for Professional Engineering Services – Design Phase

Dear Ms. Clinkscale:

We have prepared this Proposal in follow up to recent meetings, discussions, and the completion of our modeling effort relative to the Sanitary Sewer Overflow (SSO) area designated as “CH-28”. This Proposal provides our understanding of the scope of work necessary to enhance the sanitary sewer capacity on Lee Road from SSO CH-28 at Euclid Heights Boulevard to the Northeast Ohio Regional Sewer District connection at Somerton Road. This improvement will provide additional capacity to control SSO CH-28 and to allow potential future discharge of flows from upstream over/under and dividing wall areas in Desota Avenue and Bendemeer Road.

Project Understanding

The selected CH-28 capacity enhancement includes replacement of approximately 580 LF of sanitary sewer along Lee Road from CH-28 to the district connection at Somerton Road. In reviewing the existing site conditions, it appears that sidewalk and ADA ramp improvements have recently been completed. We will seek to minimize impact to back of curb areas while reviewing two potential methods of construction; open cut and directional drilling. This Proposal has been prepared assuming design for open cut construction, as preliminary review of construction via directional drilling suggests there may still be significant impact to the pavement. We will review directional drilling in more detail and compare it against the traditional open cut technology in terms of feasibility, associated construction costs, impact to residents and impact to the area of restoration. Additional considerations relative to the overall design (regardless of selected construction approach) will include:

- Design of the new sanitary sewer location, diameter and elevation to provide adequate outlet for current flows tributary to SSO CH-28 in Lee Road, and potential future flows from Desota Avenue, Berkley Road from Euclid Heights Boulevard to South Taylor Road, and Bendemeer Road from S Taylor Road to Andrews Road.
- The impact to Lee Road and the connection cross streets as we understand there is an intent for this road segment to be milled and resurfaced in 2023
- The number of service lead connections and their respective locations relative to pavement restoration and crossing through the existing “over-under” storm/sanitary system
- Impact to the existing storm sewer as we understand the project is not intended to replace the existing storm sewer

Based on the above understanding of the Project, please find below a summary of our specific design phase scope of services:

1. Attend a pre-design meeting with City staff to review Project limits and scope.
2. Obtain a topographical survey of Lee Road from the south end of the Euclid Heights Boulevard intersection to the north end of the Somerton intersection, including an additional 100 feet in each road direction at the Lee Road/Euclid Heights Boulevard intersection. Limits will extend east and west 5 feet beyond the existing Lee Road right-of-way. This effort is proposed to be completed by our Sub-Consultant, KS Associates, Incorporated.
3. Contact utility companies to obtain information on their facilities within the Project area.
4. Perform a field inspection of the existing site conditions within the Project area.
5. Include preliminary design of the potential future upstream project improvements:
 - a. Obtain invert elevations of upstream sewers to plan future system alignment and profile.
 - b. Check utility sizes and locations along upstream routes to plan future system alignment and profile.
 - c. Conduct pre-design flow monitoring for up to 2 months at 4 locations in the potential future tributary area upstream of Euclid Heights Boulevard to support sewer design for future flows.
 - d. Develop preliminary design for potential future sewer system improvements to determine elevation and capacity requirements for the current sewer improvement.
 - e. Prepare a preliminary design technical memorandum to document the overall current and potential future system improvements to discharge via the proposed new sewer in Lee Road.
6. No additional soil boring effort has been anticipated for this Project; our office is in receipt of the findings of one (1) boring within the Project limits.
7. It is assumed all work is to occur within County and/or City Road rights-of-way, thereby negating the need to obtain temporary or permanent easements.
8. Confirm the necessary sizing for the new sanitary sewer. Prepare design plans and specifications for the new sewer alignment. As indicated above, this Proposal has been prepared assuming designing for open cut construction.
9. Investigate and review the potential for directional drilling installation of the sanitary sewer pipe; comparative criteria have been outlined above. Comparison between the two construction approaches will be summarized in terms of the overall cost/benefit analysis to the Project.
10. Prepare detailed plans for the reconstruction of Lee Road within the Project limits. The intent is to minimize back of curb disruption as much as possible.
11. Prepare the necessary Maintenance of Traffic (MOT) plans for inclusion with the plan set. It is anticipated work at the Euclid Heights Boulevard connection will require a detailed MOT plan.
12. Facilitate and attend up to three (3) virtual design phase meetings with the City of Cleveland Heights and/or Cuyahoga County to review the design plans and specifications. It is assumed these meetings will occur at approximately the 30%, 60% and 90% design completion status. Electronic copies of the plans will be submitted to the City if advance of the meetings to allow for sufficient review time.
13. Prepare and submit the necessary Permit to Install application to the Ohio Environmental Protection Agency (EPA) for construction of the proposed sanitary sewer.

14. Prepare and submit the necessary permit application to Cuyahoga County for work within their road right-of-way.
15. Prepare and submit the necessary permit application for Soil Erosion and Sedimentation Control (SESC) measures should disturbance exceed one acre.
16. It is assumed all outside agency permitting fees will be paid directly by the City of Cleveland Heights.
17. Prepare a complete set of bidding documents, including final design plans, contract documents and technical specifications. Applicable notes, details and standards as required by the City, County and Ohio EPA will be included in the documentation for bidding and construction purposes.
18. Prepare a detailed Engineer's Opinion of Probable Cost.
19. Assist the City in providing documents for bidding purposes, including issuing addendums that may be required, assisting with tabulating the bids and issuing a recommendation of award. Electronic bidding is anticipated, negating the need for provision of hard copies during the bidding process.

Proposed Fee and Schedule

We propose to provide the above services for a lump sum fee in the amount of \$111,625. Work will be billed on a monthly basis for the percentage of work completed that month. We anticipate beginning work immediately upon receiving notice to proceed. Construction is anticipated to occur during the late summer of 2022.

Please feel free to contact our office if you have any questions or require further information relative to this proposal. We appreciate the opportunity to submit this Proposal and look forward to continuing to work with Cleveland Heights in its City-wide effort to improve and maintain infrastructure.

Very truly yours,

Wade Trim Associates, Inc.



Tim Coleman, P.E.
Executive Vice President

Author:typist
Job Number
Path/file

cc: Name(s)

Proposed: 11/15/2021

RESOLUTION NO. 148-2021 (MS), *First Reading*

By Council Member

A Resolution authorizing the City Manager to enter into an agreement with Valley Freightliner & Western Star, for the acquisition of a Freightliner 114SD Tandem Axle Cab and Chassis for the Department of Public Works; providing compensation therefor; and declaring an emergency.

WHEREAS, in order to meet operational needs, it is necessary to purchase a Freightliner 114SD Tandem Axle Cab and Chassis for the Department of Public Works; and

WHEREAS, Section 171.10 of the Cleveland Heights Codified Ordinances authorizes the purchase of machinery, materials, supplies, and other articles through the Ohio Department of Transportation Cooperative Purchasing Program, without obtaining competitive bids; and

WHEREAS, the City Manager has determined that the selected equipment may be purchased through this Cooperative Purchasing Program at a lower price than could be obtained through competitive bidding, and that it would be in the City's best interests to purchase said equipment by this means.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City Manager be, and she is hereby, authorized to execute any and all agreements necessary for the purchase of a Freightliner 114SD Tandem Axle Cab and Chassis, through the Ohio Department of Transportation Cooperative Purchasing Program, pursuant to Section 171.10 of the Cleveland Heights Codified Ordinances and to sign any necessary related documents. The purchase price for said equipment shall not exceed the sum of Ninety-Nine Thousand Seven Hundred Seventy-Five Dollars (\$99,775.00). All contracts hereunder shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet vendor deadline and equip the Department of Public Works with the referenced truck equipment as soon as possible. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. 148-2021 (MS), *First Reading*

JASON STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Prepared for:
CLEVELAND HEIGHTS CITY OF
40 SEVERANCE CIRCLE
CLEVELAND HEIGHTS, OH
44118
Phone: 216-291-2470

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

A proposal for
CLEVELAND HEIGHTS CITY OF

Prepared by
CLEVELAND FREIGHTLINER, INC.
Greg Simonic

Oct 18, 2021

Freightliner 114SD



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

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

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-26D	SD PRL-26D (EFF:7/26/21)		
Data Version			
DRL-020	SPEC PRO21 DATA RELEASE VER 020		
Vehicle Configuration			
001-177	114SD CONVENTIONAL CHASSIS	7,934	6,476
004-223	2023 MODEL YEAR SPECIFIED		
002-003	SET FORWARD AXLE - TRUCK		
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
Truck Service			
AA3-018	FRONT PLOW/END DUMP BODY		

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Data Code	Description	Weight Front	Weight Rear
A88-99D	EXPECTED TRUCK BODY LENGTH : 14.6 ft		
*	AF3-999 CUSTOM MFR'S/BODY TYPE IDENTIFICATION UNDEFINED		
Engine			
101-3BU	CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM	-850	-70
Electronic Parameters			
79A-065	65 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-013	PTO MODE ENGINE RPM LIMIT - 1600 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
80G-002	PTO MINIMUM RPM - 700		
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
Engine Equipment			
99C-021	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
124-1E1	DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	-50	-10
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		

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Data Code	Description	Weight Front	Weight Rear
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	10	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
23Z-002	NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAIPIPE SHIELD		
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		

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Data Code	Description	Weight Front	Weight Rear
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	-35	
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-013	2100 RPM PRIMARY MODE SHIFT SPEED		
84H-013	2100 RPM SECONDARY MODE SHIFT SPEED		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
85F-094	MAXIMUM ENGINE SPEED FOR PTO OPERATION 5000 RPM		
85H-159	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 4000 RPM - ALLISON 5TH GEN TRANSMISSIONS		
353-026	VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT BACK OF CAB		

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Data Code	Description	Weight Front	Weight Rear
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	-15	
*	346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNTPUMP	
	35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)	

Front Axle and Equipment

400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190
402-013	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-031	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS	
406-001	STANDARD KING PIN BUSHINGS	
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130
539-003	POWER STEERING PUMP	
534-003	4 QUART POWER STEERING RESERVOIR	
533-001	OIL/AIR POWER STEERING COOLER	
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE	

Front Suspension

620-006	20,000# FLAT LEAF FRONT SUSPENSION	310
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Data Code	Description	Weight Front	Weight Rear
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
62G-998	NO FRONT SUSPENSION OPTIONS		
410-001	FRONT SHOCK ABSORBERS		

Rear Axle and Equipment

420-103	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE	420
421-563	5.63 REAR AXLE RATIO	
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING	
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES	
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES	
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF	
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	
433-002	NON-ASBESTOS REAR BRAKE LINING	
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY	
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS	
425-002	REAR BRAKE DUST SHIELDS	10
440-006	REAR OIL SEALS	
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS	
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS	
41T-001	MINERAL SAE 80/90 REAR AXLE LUBE	
42T-001	STANDARD REAR AXLE BREATHER(S)	

Rear Suspension

622-1E7	HENDRICKSON HAULMAAX @ 46,000# REAR SUSPENSION	295
621-1AP	HENDRICKSON HAULMAAX/ULTIMAAX - 10.50" RIDE HEIGHT	
624-011	52 INCH AXLE SPACING	
628-010	HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN	
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS	

Brake System

490-100	WABCO 4S/4M ABS
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Data Code	Description	Weight Front	Weight Rear
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
*	460-999	CUSTOM AIR BRAKE RESERVOIRS	
	2 PERPENDICULAR RH BOC, REMAINING RH IN RAIL AND OR RH UNDER RAIL		
607-016	CLEAR FRAME RAIL FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET LH RAIL INSIDE/OUTBOARD AND BELOW		
*	477-019	BW DV-2 AUTO DRAIN VALVE WITH HEATER TO WET TANK; DRAIN VALVE CABLES ON ALL OTHER TANKS	

Trailer Connections

914-012	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK WITH 36 INCHES ADDITIONAL LINE END OF FRAME
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE
297-041	SAE J560 7-WAY PRIMARY CABLE RECEPTACLE MOUNTED END OF FRAME WITH 36" ADDITIONAL CABLE AT REAR CROSSMEMBER
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT

Wheelbase & Frame

545-502	5025MM (198 INCH) WHEELBASE		
546-1B2	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI	280	280
547-034	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION	180	
548-803	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW		
552-007	2450MM (96 INCH) REAR FRAME OVERHANG		
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-40	190
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20

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Data Code	Description	Weight Front	Weight Rear
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 114.37 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 111.37 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 346.03 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 43.35 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 160.24 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 132.54 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSMEMBER(S)		
572-001	STANDARD REARMOST CROSMEMBER		
565-001	STANDARD SUSPENSION CROSMEMBER		

Chassis Equipment

556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-100
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS	
44Z-003	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE & SECONDARY COVERING	

Fuel Tanks

204-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	5
218-006	25 INCH DIAMETER FUEL TANK(S)	
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS	
212-007	FUEL TANK(S) FORWARD	
664-001	PLAIN STEP FINISH	
N 205-001	FUEL TANK CAP(S)	
122-1H4	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND 12 VOLT PREHEATER	10
216-020	EQUIFLO INBOARD FUEL SYSTEM	
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE	

Tires

093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100
094-1UX	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES	192

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Data Code	Description	Weight Front	Weight Rear
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
495-998	NO PUSHER/TAG WHEEL MOUNTING NUTS		
Cab Exterior			
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-001	FRONT FENDERS		
754-002	3-1/2 INCH FENDER EXTENSIONS	15	
678-067	SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
646-041	STATIONARY BLACK GRILLE		
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-017	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5	
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK		
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		

Prepared for:
 CLEVELAND HEIGHTS CITY OF
 40 SEVERANCE CIRCLE
 CLEVELAND HEIGHTS, OH
 44118
 Phone: 216-291-2470

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

Data Code	Description	Weight Front	Weight Rear
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74B-105	RH AND LH 8 INCH HEATED STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH QUADPOD BRACKETS	8	
729-001	STANDARD SIDE/REAR REFLECTORS		
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-029	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR	
706-013	MOLDED PLASTIC DOOR PANEL	
708-013	MOLDED PLASTIC DOOR PANEL	
772-006	BLACK MATS WITH SINGLE INSULATION	
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER	
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING	
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20
693-023	LH DOOR MAP POCKET	
742-007	(2) CUP HOLDERS LH AND RH DASH	
680-007	GRAY/CHARCOAL WING DASH	
860-004	SMART SWITCH EXPANSION MODULE	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER	
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE	
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH	
170-015	STANDARD HEATER PLUMBING	
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR	

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Data Code	Description	Weight Front	Weight Rear
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-101	(1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB CHARGER IN DASH		
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY

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Data Code	Description	Weight Front	Weight Rear
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
33U-007	CHASSIS MODULE JUMPER AND BRACKET FOR BODY BUILDER TO RELOCATE THE CHASSIS MODULE INTO THE CAB		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	10	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-008	STANDARD VEHICLE SPEED SENSOR WITH ADDITIONAL SIGNAL FOR CUSTOMER USE LOCATED BETWEEN DRIVER AND PASSENGER SEATS		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-091	(6) IGN CONTROLLED EXTRA SWITCHES WITH IND LIGHTS WIRED TO POWER DIST BOX WITH RELAYS PROVIDING 20 AMPS PER CIRCUIT TO JUNCTION BLOCK AND 1 CIRCUIT AT 30 AMPS		
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		

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Data Code	Description	Weight Front	Weight Rear
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-001	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES		
304-038	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND SINGLE CONNECTOR AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
963-003	STANDARD E COAT/UNDERCOATING		
Extended Front Axle Coverage			
WA4-035	AXLE: DETROIT FRONT ONLY: HD MODERATE 5 YEARS/100,000 MILES/161,000 KM EXTENDED AXLE COVERAGE		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
998-033	CORPORATE PDI CENTER IN-SERVICE AND OPTION INSTALLATION/MODIFICATION		
Raw Performance Data			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 111.37 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 132.54 in		

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TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8445 lbs	7907 lbs	16352 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	8445 lbs	7907 lbs	16352 lbs

Extended Warranty

WAI-47H	CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES
WBB-338	TC4: US HD STANDARD/MODERATE VOCATIONAL 5 YEARS/100,000 MILES/161,000 KM EXTENDED TRUCK COVERAGE
WAL-308	AXLE: DETROIT SINGLE REAR ONLY: HD MODERATE 5 YEARS/100,000 MILES/161,000 KM EXTENDED COVERAGE

Dealer Installed Options

		Weight Front	Weight Rear
TCM	RELOCATE TRANSMISSION CONROL MODULE (TCM) INSIDE CAB	0	0
PDM	RELOCATE CHASSIS POWER DISTRIBUTION MODULE (PDM) INSIDE OF CAB	0	0
	Total Dealer Installed Options	0 lbs	0 lbs

(+) Weights shown are estimates only.

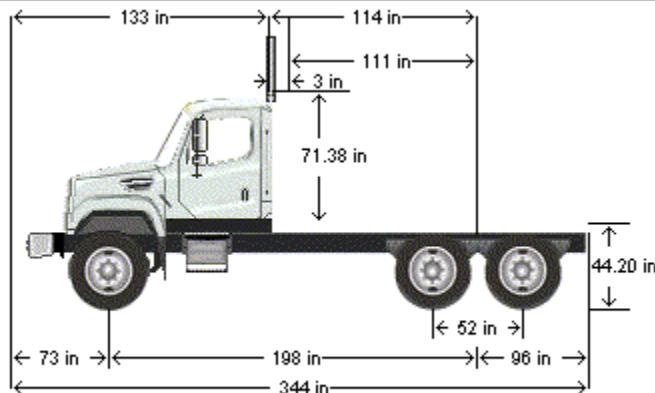
If weight is critical, contact Customer Application Engineering.

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

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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	114SD
Wheelbase (545)	5025MM (198 INCH) WHEELBASE
Rear Frame Overhang (552).....	2450MM (96 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in).....	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in).....	0
Slide Increment (in).....	0
Desired Slide Position (in).....	0.0
Cab Size (829).....	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682).....	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

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Dimensions	Inches
Bumper to Back of Cab (BBC)	132.9
Bumper to Centerline of Front Axle (BA)	73.4
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	114.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	111.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	210.9
Cab Height (CH)	71.4
Wheelbase (WB)	197.8
Frame Overhang (OH)	96.5
Overall Frame Length	346.0
Overall Length (OAL)	343.7
Rear Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	44.2

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

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Q U O T A T I O N

114SD CONVENTIONAL CHASSIS

SET FORWARD AXLE - TRUCK
 CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-
 FT @ 1200 RPM
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
 HENDRICKSON HAULMAX @ 46,000# REAR
 SUSPENSION
 DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP
 SINGLE FRONT AXLE
 20,000# FLAT LEAF FRONT SUSPENSION

114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 5025MM (198 INCH) WHEELBASE
 1/2X3.64X11-7/8 INCH STEEL FRAME
 (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI
 2450MM (96 INCH) REAR FRAME OVERHANG
 PARTIAL INNER FRAME REINFORCEMENT AT FRONT
 SUSPENSION
 BODY COMPANY INSTALLED ADDITIONAL FRONT
 FRAME REINFORCEMENT FOR SNOW PLOW

	PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 94,980
EXTENDED WARRANTY	\$	\$ 3,760
DEALER INSTALLED OPTIONS	\$	\$ 1,035
CUSTOMER PRICE BEFORE TAX	\$ 99,775	\$ 99,775

TAXES AND FEES

TAXES AND FEES	\$ 0	\$ 0
OTHER CHARGES	\$ 0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
BALANCE DUE	(LOCAL CURRENCY) \$ 99,775	\$ 99,775

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

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ____ / ____ / ____.

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OHIO DEPARTMENT OF TRANSPORTATION
CENTRAL OFFICE - 1980 WEST BROAD STREET - COLUMBUS, OH 43223
MIKE DEWINE, GOVERNOR - JACK MARCHBANKS, PH.D., DIRECTOR

September 23, 2021

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

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

Dear Vendor:

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

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

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

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

Respectfully,

A handwritten signature in black ink, appearing to read "Jack Marchbanks, Ph.D.".

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

Proposed: 11/15/2021

RESOLUTION NO. 149-2021 (MS), *First Reading*

By Council Member

A Resolution authorizing the City Manager to enter into an agreement with Advantech Services and Parts LLC, for the acquisition of a 2022 E-One HR 100ft Aerial Ladder Truck for the Fire Department; providing compensation therefor; and declaring an emergency.

WHEREAS, in order to meet operational needs, it is necessary to purchase a 2022 E-One HR 100ft Aerial Ladder Truck for the Fire Department; and

WHEREAS, Section 171.11 of the Cleveland Heights Codified Ordinances authorizes the purchase of machinery, materials, supplies, and other articles through the Ohio Department of Administrative Services Cooperative Purchasing Program without obtaining competitive bids; and

WHEREAS, the City Manager has determined that the selected equipment may be purchased through this State Cooperative Purchasing Program at a lower price than could be obtained through bidding, and that it would be in the City's best interests to purchase said equipment by this means.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City Manager be, and she is hereby, authorized to execute any and all agreements necessary for the purchase of a 2022 E-One HR 100ft Aerial Ladder Truck from Advantech Services and Parts LLC, and to sign any related documents, through the Ohio Department of Administrative Services Cooperative Purchasing Program, pursuant to Section 171.11 of the Cleveland Heights Codified Ordinances. The agreement shall provide for the purchase of the selected equipment at a total cost not to exceed One Million One Hundred Fourteen Thousand and Eighty-Two Dollars (\$1,114,082.00). All agreements hereunder shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet vendor deadlines and equip the Fire Department with the referenced equipment as soon as possible. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. 149-2021 (MS), *First Reading*

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:



October 29, 2021

Cleveland Heights Fire Department
40 Severance Circle
Cleveland Heights, Ohio 44118

Attn Asst Chief Bryan

Thank you for allowing us the opportunity to offer the following proposal:

We hereby propose to furnish to you, subject to proper execution of an agreement by both parties or issuance of a proper purchase order, the following apparatus to be built in accordance with the attached proposal specifications and loose goods:

One (1) **2022 E-One HR 100ft Aerial Ladder Truck**

Truck Price Including Delivery \$1,114,082.00

Truck price Including Prepay Discount and Performance Bond \$1,089,200.00

Prepay Discount is 100% Prepay at time of Order

Truck to be Purchased through Ohio State Term Schedule

Thank you for your consideration,

BJ Green

Territory Manager

Toll Free: 877-929-2727 Fax: 740-922-9337
5609 Gundy Dr., PO Box 556, Midvale, OH 44653 www.advantech911.com



October 28, 2021

Cleveland Heights Fire Department
40 Severance Circle
Cleveland Heights, Ohio 44118

Attn Asst Chief Bryan

Advantech will include the following Loose equipment items with the purchase of a 2022 E-One 100ft HR Ladder Quote #113453.

1. Front hose tray
2. 4" Storz adapter for the LDH discharge
3. 4" Storz adapter for the rear aerial inlet
4. All 2 1/2" discharges and Intake to have National thread to Cleveland Thread adapters
5. 30 degree elbow with swiveling 6" national standard female to 4" Storz
6. Two exterior pike pole mounts with pockets for the pike heads
7. Pac Trac on rear wall on each side of the medical compartment
8. \$8,000 Shelving Allowance

Thank you for your consideration,

BJ Green

Territory Manager

Toll Free: 877-929-2727 Fax: 740-922-9337
5609 Gundy Dr., PO Box 556, Midvale, OH 44653 www.advantech911.com



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

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800757

EFFECTIVE DATES: 02/01/2019 TO 01/31/2022

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

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

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

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

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

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

Purchase Agreement

This Agreement ("Agreement") is made this _____ day of _____ 2021, by and between Advantech Service and Parts, LLC, 5609 Gundy Dr. PO Box 556, Midvale, Ohio 44653 (hereinafter "Company") and City of Cleveland Heights, 40 Severance Cir, Cleveland Heights, OH 44118 (hereinafter "Buyer").

1.) Purchase: The Company agrees to sell, and the Buyer agrees to purchase, the fire apparatus and equipment described in the Company's Proposal and the Specifications attached hereto and hereby incorporated by reference (the "Apparatus"), all in accordance with the terms and conditions of this Agreement. Changes to the Specifications attached hereto will only be executed by the Company if documented by a Change Order signed by both parties. In the event of any conflict between the Company's Proposal and the Buyer's Specifications, the Company's proposal shall prevail.

2.) Price: Buyer agrees to pay a Purchase Price of One Million, One Hundred and Fourteen Thousand Eighty-Two Dollars \$1,114,082.00 (USD/ CAD\$). Unless otherwise specified, this Purchase Price is exclusive of all Federal, State, or local taxes of any nature. Any such taxes are the sole responsibility of the Buyer unless specifically added to the Purchase Price, at which time they will be paid by the Company; provided, however, if the Buyer claims the Order is exempt from any tax, Buyer agrees to furnish the applicable exemption certificate to the Company and to hold the Company harmless from any damage which may result from the Company ultimately having any such tax assessed against it.

Buyer agrees that the terms of payment shall be cash or cash equivalent due upon delivery at the plant of manufacture. If other than cash due upon delivery, check the appropriate box.

Lease-Purchase Agreement - Financing *

Other FEMA Grant*

* Details of financing are covered under a separate section and are included as a part of this Agreement.

IMPORTANT NOTICE – PLEASE READ CAREFULLY

BUYER SHALL MAKE ALL PAYMENTS, INCLUDING DEPOSITS AND PARTIAL PAYMENTS, TO THE COMPANY ONLY. ALL CHECKS SHALL BE MADE PAYABLE TO ADVANTECH SERVICE AND PARTS, LLC. NO OTHER PAYEE(S) SHALL BE NAMED AND THERE ARE NO EXCEPTIONS TO THIS POLICY. ALL CHECKS SHALL BE REMITTED DIRECTLY TO THE COMPANY AT 5609 GUNDY DR. PO BOX 556 MIDVALE, OHIO 44653, ATTN: ACCOUNTS PAYABLE DEPARTMENT. ALL WIRE TRANSFERS SHALL BE MADE TO AN ACCOUNT SPECIFICALLY DESIGNATED BY THE COMPANY.

BUYER ASSUMES ALL RISK OF FAILURE TO COMPLY WITH THIS SECTION, INCLUDING REPOSSESSION OF ALL EQUIPMENT.

BUYER PLEASE INITIAL: "I HAVE READ AND I UNDERSTAND THIS SECTION": _____

If more than one Apparatus is included and they are delivered on different dates, the terms of payment shall apply to each delivery and an invoice covering each delivery shall be issued.

3.) Pre-Build: Upon request (at time of order) by either party, a pre-build conference may be conducted to ascertain and confirm buyer requirements with respect to the Apparatus ordered by Buyer. Both parties agree that the pre-build conference will be conducted no later than thirty (30) business days from execution of this Agreement.

4.) Delivery: The Apparatus shall be at the Company's staging area, for delivery to the drive-away service or common carrier selected by Buyer at time of order, F.O.B. plant of manufacture, approximately 480 calendar days after execution of this Agreement by Buyer and the receipt and execution of same by the Company. If Buyer has specified a commercial chassis, delivery date shall be approximately 300 calendar days after receipt of chassis at Ocala plant. It is agreed that such delivery is subject to delays caused by war, acts of god, hurricane, labor shortages or strikes, inability to obtain materials, and other causes reasonably beyond the control of the Company and that the Company will not be liable for, and this Agreement may not be terminated on account of, such delays. Buyer will be notified no less than fourteen (14) business days in advance of the delivery date.

5.) Buyer Inspection/Acceptance: If requested at time of order, Buyer will have up to ten (10) business days from the notified delivery date to conduct Buyer's final inspection and take possession of the Apparatus. Otherwise, delivery will be deemed to occur on the notified delivery date. In the event that Buyer fails to take possession of the Apparatus on the notified delivery date (or within the ten (10) business day period thereafter, if applicable), Company reserves the right thereafter, at Company's option:

a. to arrange for shipment of the Apparatus to Buyer by the drive-away service of Company's choice, at Buyer's sole expense, and to charge the Buyer the full invoice price for the Apparatus, which shall be paid for in the manner specified in paragraph 2; or

b. to dispose of the Apparatus by sale to any other party, and if the price received on account thereof shall be less than the price specified in paragraph 2, Buyer shall be liable for the difference together with all costs of disposal; or

c. to hold the Apparatus at the Company's plant until such time as Buyer takes delivery, and to charge Buyer a storage fee for each day, calculated pro-rata for each day at an annual rate of 18% on the price specified in paragraph 2.

Buyer shall bear the risk of loss or damage to all Apparatus remaining in the possession of the Company after the notified delivery date (or more than ten (10) business days after the notified delivery date, if applicable) except when the Apparatus is in the possession of a Company contracted drive-away service.

6.) Buyer's Cancellation for Convenience. If Buyer tenders any cancellation hereunder, Buyer shall nevertheless accept delivery of all products which are completed at the time of cancellation. Those products which constitute work-in-process inventory at the time of cancellation shall be paid for by Buyer at a price equal to the completed percentage of the product multiplied by the price specified in Paragraph 2. Buyer also shall pay promptly to Company the costs of settling and paying claims arising out of the termination of work under Company's subcontracts or vendors, plus an additional 15% to defray Company's accounting, legal, and clerical costs arising out of the cancellation.

7.) Title: The Company and Buyer agree that title shall remain with the Company until the Company has been paid in full. Provided that the Company has been paid in full, title shall remain with the Company until the Apparatus leaves Company premises in the physical custody of Buyer, the Buyer's drive-away service, or common carrier as specified in paragraph four (4) above. Upon delivery to Buyer, Buyer's drive-away service, or Buyer's common carrier, all title, ownership and risk of loss shall pass from Company to Buyer.

8.) Warranty: The Company warrants each new Apparatus manufactured against defects in material and workmanship for a period of one year from the in-service date per the Warranty Registration Card. Warranties beyond one year may be applicable to certain components of the Apparatus as described in the Statements of Warranty previously provided to the Buyer. This warranty is in favor of the original user/purchaser, in accordance with the Company's preprinted Statements of Warranty which are either attached to the Agreement or have otherwise been delivered to Buyer. Buyer hereby acknowledges receipt of the Company's preprinted Statements of Warranty.

With respect to any Apparatus not manufactured by the Company, such items shall not be warranted by the Company but shall be subject to the warranty provided by the manufacturer.

Any used item of Apparatus is sold "As-Is" without any warranty by the Company.

These warranties are in lieu of all other warranties, whether express or implied, and THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.) Waiver of Jury Trial: The parties to this Agreement agree that any dispute arising hereunder, if brought before a court having proper jurisdiction, shall be adjudicated in a bench trial and the parties expressly waive any right to have such matter(s) tried before a jury.

10.) Entire Agreement: This Agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior discussions and Agreements. No agent or representative of the Company has authority to make any representations, statements, warranties or Agreements not herein expressed and all modifications or amendments of this Agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the parties hereto.

11.) Acceptance by Company: This Agreement shall not constitute a valid and binding obligation of the Company until accepted in writing by an officer of the Company. When requested by the Company, the Buyer shall furnish a satisfactory written opinion of the Buyer's attorney that the Buyer has the power to make the Agreement, that the individual signing is authorized to sign on behalf of the Buyer, and that this Agreement is a valid, legal and enforceable obligation of the Buyer.

IN WITNESS WHEREOF, The Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

For the Buyer:

Advantech Service and Parts, LLC

Signature: _____

Signature: _____

Printed:

Printed: Scott D. Carlisle

Title:

Title: President

Date:

Date:

E-ONE, Inc.

STATE TERM SCHEDULE

Index No. STS618
Eff. Date 03/31/2020

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

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

0000099872

E-ONE, Inc.

1601 SW 37th Avenue

Ocala, FL 34474

Remit To:

OAKS Contract ID:

800757

Contractor Contacts:

Mr. Fred Cureton

Telephone: (205) 680-4468

Fax: (352) 237-1151

Email: fred.cureton@revfiregroup.com

Delivery:

330-365 Days A.R.O. - F.O.B. Destination

Terms:

Net 30 Days

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

Minimum: 1 Unit

Maximum: 2 Units

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

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

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

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

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

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

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

46191600 - Fire fighting equipment

NOTES:

The current price list is dated 02/01/2019

Dealer Index

<u>Dealer Name & Address</u>	<u>Remit To:</u>	<u>OAKS Contract ID:</u>
----------------------------------	------------------	--------------------------

0000007191	0000007191	800757-1
Advantech Service and Parts LLC	Advantech Service and Parts LLC	
5609 Gundy Drive P.O. Box 556	PO Box 556	
Midvale, OH 44653	Midvale, OH 44653	



Dealer's Contact:

Name	Phone	Fax	Email Address
Mr. Scott Carlisle	(740) 922-2727	(740) 922-9337	scarlisle@advantech911.com

<u>Dealer Name & Address</u>	<u>Remit To:</u>	<u>OAKS Contract ID:</u>
----------------------------------	------------------	--------------------------

0000103175	0000103175	800757-2
Vogelpohl Fire Equipment Inc	Vogelpohl Fire Equipment Inc	
2770 Circleport Drive	2770 Circleport Dr	
Erlanger, KY 41018	Erlanger, KY 41018	



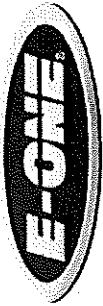
Dealer's Contact:

Name	Phone	Fax	Email Address
Mr. Todd Vogelpohl	(800) 797-8317	(859) 282-1550	toddv@vogelpohlfire.com

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	03/31/2020	This amendment is issued to update the pricelist, dated 02/01/20, effective with all orders issued on or after 04/01/20.

Fire Apparatus Quotation for:
CLEVELAND HEIGHTS FIRE DEPT



Quotation Number: 113453 Rev: 45

Unit Description: AERT-CYCN-100L

Quote Description: Aerial, RM, Aluminum, Tandem Axle, Cyclone, 100 Foot Ladder

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0006	The hose bed is to have the capacity for the following hose. Hose load shall be listed from driver to officer.	1	Lay 1 - 500 ft. of 2.50 DJ Lay 2 - 500 ft. of 4.00 LDH Estimated Weight - 860 lbs.
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0014	20" Front Bumper Gravel Shield Extension.	1	
1160-0065	Heavy duty front bumper 10" high with full wrap around. Center of bumper to have a 5" deep notch for recessed Q2B. Bumper to be painted job color.	1	
1160-0138	3/16" Front Bumper Gravel Shield. Extend shield to flush with heavy duty bumper edge.	1	
FRAME ASSEMBLY			
1250-0005	Frame - Torque box for tandem axle RM aerial.	1	
1250-0078	Zinc flame spray coating for integral torque box chassis.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0021	Meritor RT-46-160 rear tandem axle 48,000 lb. capacity.	1	
1025-0027	Driver controlled rear differential.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	

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Salescode	Extended Description	Qty
AXLE OPTIONS		
1025-0030	Stemco oil seal front axle. Chicago Rawhide seal with Stemco sight glass will be supplied when front disc brakes are selected.	1
1025-0210	Meritor FL-943 front axle 21,000 lb. Includes maintenance free bushings.	1
SUSPENSIONS		
1070-0022	Rear suspension FIREMAX EX model FVYX-482 air ride rated equal to the capacity of the axles (40-48K). Requires TB modification on 4-jack aerials. (Raises OAH .5" over springs)	1
WHEEL OPTIONS		
1050-0000	Steel wheels for front axle (2).	1
1050-0004	Steel wheels for rear axles (8).	1
TIRE OPTIONS		
1060-0046	Two Michelin 425 tires model XFE for front axle.	1
1060-0176	Eight Michelin 11R rear tires with XDS2 mud and snow tread.	1
1060-0192	Smart tire pressure monitoring system for dual rear axle units. Includes separate display in cab.	1
BRAKE SYSTEMS		
1100-0001	Meritor EX225H 17" disc brakes for front axle.	1
1100-0004	Meritor EX225H 17" disc brakes for rear axles, maximum capacity 54,000 lbs.	1
1100-0006	Parking brake release mounted on the driver's side lower dash.	1
1100-0008	Brake system air 5X4/6X6.	1
1100-0056	Parking brake release mounted on the driver's side of upper tier. Severe duty dash only.	1
AIR SYSTEM OPTIONS		
1110-0002	Air dryer Bendix AD-9.	1
1110-0006	Air lines nylon.	1
1110-0026	Air horns Hadley e-tone recessed in bumper (PR).	1
1110-0027	Isolated air tank. Includes pressure protection valve.	1
1110-0043	Auxiliary air tank to be plumbed to the following optional accessories (if equipped): Chassis air horns, brake system air outlet, air reel, light tower, air primer, air operated devices and or customer/dealer supplied pneumatic add-on(s).	1
1110-0044-179-02	Air inlet Auto-Eject. Includes Red weatherproof gasketed cover. Location:	1

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Salescode	Extended Description	Qty
AIR SYSTEM OPTIONS		
	outside driver's door next to handrail.	
ENGINES & TRANSMISSIONS		
1200-0017	Push-button transmission shift selector.	1
1200-0021	TranSynd, Shell Spirax SG ATF A295, or equivalent synthetic transmission fluid for EVS 4000.	1
1200-0096	Electronic speed limiting set at 60 MPH. Note: Axle gear ratio will be as low as possible while allowing for 60 MPH top speed to improve acceleration.	1
1200-0422	Eng/Trans Cummins X12 500HP with EVS4000 transmission. 2021 EPA Compliant.	1
SECONDARY BRAKING		
1125-0002	Jacobs engine compression brake.	1
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1
COOLING PACKAGE		
1800-0013	Cooling system for use with Typhoon, Cyclone and Quest chassis. For use with 2010 - 2021 EPA engines. Includes coolant recovery system.	1
FUEL SYSTEMS		
1350-0022	Fuel line hose rubber.	1
1350-0050	Fuel system 60 gallon saddle tanks.	1
1350-0090	Fuel water separator Fuel-Pro 382 (Cummins FH2309). Filter is top serviceable. Replaces manufacturer supplied fuel filter. For use with 2021 EPA engines.	1
ALTERNATOR		
1700-0019	Alternator Niehoff 360 amp (360 amp SAE/320 NFPA rating). Available only on ISX12 and ISX15.	1
BATTERIES		
1400-0032	Battery five group 31 1000 CCA (two left / three right). For use with below cab DEF tank only.	1
CHASSIS OPTIONS		
1680-0005	Thermatic fan clutch.	1
1680-0007	Drivelines 1810. Required on 1550 lb/ft torque or greater engines.	1
1680-0008	Tow eyes front painted below bumper/cab (PR).	1
1680-0012	Tow eyes rear frame painted black.	1

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Salescode	Extended Description	Qty
CHASSIS OPTIONS		
1680-0051	Aerial hydraulic activation system.	1
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank. Location: left side below rear of cab.	1
CAB MODEL		
1520-0243	Cyclone medium cab - 100" wide (58" CA).	1
CAB ROOF TYPE		
1615-0004	Cab roof to be "flat" with trough for waterway. Required with HM100 (with waterway), HP100 (all), CR100/92 Pltfm (SdStckr and W/O/P) or HP/HPS100 Pltfm (all).	1
CAB BADGE PACKAGE		
1610-0000	Cab and body to have applicable E-ONE logos.	1
CAB DOOR OPTIONS		
1550-0003	Rear crew cab doors in the medium position.	1
1550-0015	Stainless steel protective trim on rear edge of cab door openings. E-ONE custom chassis only.	1
1550-0083	All cab exterior access doors to have CH751 keyless locks.	1
1550-0159	Interior cab door locks - manual. Will be individually actuated from each respective door. Includes key lock on each exterior cab door handle.	1
1550-0180	Cab door panels stainless steel. Includes upper and lower panels with seam below handrail.	1
1550-0283	Driver and officer cab door windows with manual regulators. For use with new Typhoon and 100" wide Cyclone cabs.	1
1550-0284	Rear crew cab door window(s) with manual regulator(s). For use with new Typhoon and 100" wide Cyclone cabs.	1
1550-0288	Cab doors to extend down to cover lower step well. For use with new Typhoon cab and 100" wide Cyclone only.	1
1550-0330-000-G6	Red/Lemon Yellow chevron "A" printed stripe on lower cab door panel of an extended door. Stainless steel/painted door panels only. E-ONE cabs only.	1
CAB STEP OPTIONS		
1640-0045-158	Step below cab door. Open back style with angled corners. Located driver's front door. Steps under front cab doors shall not interfere with approach angle.	1
1640-0045-159	Step below cab door. Open back style with angled corners. Located officer's front door. Steps under front cab doors shall not interfere with approach angle.	1
1640-0045-160	Step below cab door. Open back style with angled corners. Located driver side rear door. Steps under front cab doors shall not interfere with approach angle.	1

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Salescode	Extended Description	Qty
CAB STEP OPTIONS		
1640-0045-161	Step below cab door. Open back style with angled corners. Located officer side rear door. Steps under front cab doors shall not interfere with approach angle.	1
1640-0047	Lower steps to extend 3.5" past cab. For use with legacy Typhoon / Cyclone with barrier style doors and 2019 Typhoon / 100" wide Cyclone with barrier style or extended doors.	1
MIRRORS		
1670-0001-274	Ramco 6001FFR mirrors. Remote controlled with top CAS750 manual convex. Location: mounted on front corners of cab.	1
1670-0088	Driver and officer Ramco cab mirrors to be heated. Includes all surfaces (flat and convex, as applicable).	1
MISC EXTERIOR CAB OPTIONS		
1550-0020	Windows cab side fixed driver's side.	1
1550-0033	Windows cab side fixed officer's side.	1
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1
1675-0030	Mud flaps, front, black with E-ONE logo.	1
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1
1675-0139	Rubber fenderette in addition to standard fender.	1
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1
HVAC		
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and Cyclone with severe duty dash)	1
1515-0102	Air conditioning with roof top mounted condenser. Includes reduced profile evaporator w/powder coated cover and electronic controls.	1
1685-0057	Heaters cab rear with covers (PR), and front heater with heat to the feet for the driver and officer.	1
SEATS		
1510-0003	Seats, Inc. brand 911 cab seats.	1
1510-0008	Seat color gray.	1

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Salescode	Extended Description	Qty
SEATS		
1510-0038	Driver seat 911 air ride.	1
1510-0042	Officer seat to be 911 fixed SCBA.	1
1510-0050	Rear facing 911 seat with SCBA driver's side.	1
1510-0053	Rear facing 911 seat with SCBA officer's side.	1
1510-0203-147	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: officer's seat.	1
1510-0203-148	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: rear facing driver's side.	1
1510-0203-215	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: rear facing officer's side.	1
1510-0234	Seat cover material Turnout Tuff.	1
1510-0279-146	ReadyReach seat belt extender. Location: driver's seat.	1
1510-0279-147	ReadyReach seat belt extender. Location: officer's seat.	1
1510-0279-148	ReadyReach seat belt extender. Location: rear facing driver's side.	1
1510-0279-215	ReadyReach seat belt extender. Location: rear facing officer's side.	1
1685-0031	Seating capacity tag of four occupants.	1
MEDICAL CABINETS		
1535-0030	All roll-up medical cabinet doors selected on the cab to be ROM brand.	1
1535-0032	All medical cabinet RUD for the cab to be locking with 1250 key	1
1535-0032	Medical cabinet mounted on rear wall of cab 52" x 40" x 23" with a locking roll up door. Lower door opening raised 4" to provide area for radio installation. Includes lower ventilation and removable sub-floor for additional access.	1
1535-0202	Cab medical/storage cabinet(s) finish to be Zolatone gray. Includes interior/exterior of cabinet and shelves/trays if equipped.	1
MISC INTERIOR CAB OPTIONS		
1685-0005	Lexan sun visors, driver and officer's side overhead.	1
1685-0008	Control lanyard Y type for air horns.	1
1685-0068	Rear engine cover diamond plate trim.	1
1685-0187	Severe duty engine cover, molded polyurethane.	1
1685-0446	Severe duty overhead console. Includes driver, center and officer overhead ahead of air conditioning plenum. Center overhead includes siren mounting locations. Overhead to match cab interior.	1
1685-0531	Reduced profile rear engine cover for increased legroom.	1

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Salescode	Extended Description	Qty
MISC. INTERIOR CAB OPTIONS		
1685-0669	Severe duty dash package with low profile center section. Cast alum construction. Includes smooth plate alum lower kick panels; all painted to match cab interior.	1
1685-0692	Cab insulation package. Includes insulation for ceiling, front wall, rear wall, side walls, below seat risers and in doors.	1
1685-0891	Cab interior padding to be gray.	1
CAB ELECTRICAL OPTIONS		
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1
1750-0046-195	Cab Headlights. Position: lower.	1
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1
1750-0072-593	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: officer side dash.	1
1750-0072-765	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: center rear wall of center rear medical compartment up high.	2
1750-0075	English dominant main cab gauge cluster.	1
1750-0158	Dome 1ts Weldon Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1
1750-0161	Air compressor, Klussmaul model 091-9B-1, 120V.	1
1750-0198-A31	Battery charger to be located behind driver's seat.	1
1750-0199-762	Air compressor to be located behind officer's seat.	1
1750-0215-172	Turn signal Whelen M6 LED arrow amber pair located upper headlight bezel.	1
1750-0429-592	Dual USB charging ports wired battery hot. Location: driver side dash.	1
1750-0429-593	Dual USB charging ports wired battery hot. Location: officer side dash.	1
1750-0449	Momentary DPF regeneration override switch.	1
1750-0482	Control push-button switch officer switch panel for Q2B siren.	1
1750-0483	Control push-button switch on officer's switch panel for Q2B siren brake.	1
1750-0554	FireTech LED cab headlights.	1
1750-0666	Aerial PTO hourmeter in cab.	1
1750-0670	Battery Charger Blue Sea model P12, 40A.	1
1750-0764	Daytime Running Light TecNiq LED strip (PR) with polished alum housing located between quad headlight bezels (New Typhoon and 10" wide Cyclone only).	1
1750-0768	TecNiq D07 LED cab door step area lighting. Includes (2) lights at each door	1

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Salescode		Extended Description	Qty
CAB ELECTRICAL OPTIONS			
	area. Lights to be switched with door ajar.		
BODY MODEL			
469708	Body aerial HR100 with center hose bed. Configured for midship pump and 300 tall tank. 100" wide body with (230" wheelbase medium cab/240" wheelbase long cab) tandem axle. Includes L and R extended rescue style high slides and double beavertails.	1	1
BODY COMPT REAR			
3110-0384	Rear of body to have un-painted extrusions with un-painted smooth plate overlay style body panels to facilitate rear body striping. (For use with HM100/110 NPNT and center hosebed HM100/110, HP100, CR100/137, HPS105, 95-P only)	1	1
AERIAL BODY OPTIONS			
3310-0026	Contoured beavertail compartments. Door opening raised for warning light.	1	1
3310-0032	Recessed tubes for (6) pike poles. Not available on HP75 SideStacker.	1	1
3310-0051	Crosslay double to hold up to 200' of 2.0" DJ (each). Includes storage pan to rear of crosslays (if applicable).	1	1
3310-0071	Boxed out rear ladder tunnel doors. Vertically hinged smooth plate. Doors and exterior surfaces of extension to match rear body finish.	1	1
3310-0162	Jack leg opening covers diamond plate (4) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels. HM100/110 requires surface mount warning lights.	1	1
3310-0303	Auxiliary jack pad 24X24 (4) with 20 degree formed handle. Includes (4) mounting brackets.	1	1
3310-0513	Fuel fill hinged door and fixed panel below door each side to rear of rear axle to be diamond plate.	1	1
DOORS			
3300-0007-003	Door single vertical hinged painted. Location(s): L1	1	1
3300-0007-004	Door single vertical hinged painted. Location(s): L2	1	1
3300-0007-007	Door single vertical hinged painted. Location(s): L5	1	1
3300-0007-008	Door single vertical hinged painted. Location(s): L6	1	1
3300-0007-015	Door single vertical hinged painted. Location(s): R1	1	1
3300-0007-016	Door single vertical hinged painted. Location(s): R2	1	1
3300-0007-019	Door single vertical hinged painted. Location(s): R5	1	1
3300-0007-020	Door single vertical hinged painted. Location(s): R6	1	1

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Salescode	Extended Description	Qty
DOORS		
3300-0011-005	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L3	1
3300-0011-006	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L4	1
3300-0011-017	Door single horizontal hinged lift-up box pan configuration painted. Location(s): R3	1
3300-0011-018	Door single horizontal hinged lift-up box pan configuration painted. Location(s): R4	1
COVERS		
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1
PUMP PANELS		
3134-0236	The driver and officer side pump panels are to be painted Scorpion black.	1
3134-0240	Officer side upper pump access panel to be horizontally hinged door painted Scorpion black to match lower panels. Includes (2) push button latches and (2) hold open devices.	1
MISC PUMP PANEL OPTIONS		
4460-0003	Pump panel tags color coded per NFPA compliance.	1
4460-0009	Pump panel tags, special color. (Must specify.)	1
4460-0010	Pump panel tags - Special label. (Must specify.)	1
PUMP MODULE OPTIONS		
3136-0000-202	Air horn switch at pump panel. Switch to be labeled "Evacuation Alert". Location: driver side pump panel.	1
WATER TANK		
4010-0195	300 gallon "T" water tank. UPF Poly III blue fill tower.	1
TANK PLUMBING		
4450-0010	2" tank fill Akron manual valve.	1
4450-0022	3" tank to pump Akron manual valve.	1
LADDER STORAGE / RACKS		
463888	Center mounted ladder tunnel. Ladder rack to hold: PEL3-40, PEL28, (2)PRL-18 and FL-10.	1

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Salescode	Extended Description	Qty
HANDRAILS / STEPS		
3310-0023	Step pocket flop down rear (PR).	1
3330-0002-050	Slide-out platform, rollerless. Includes chrome grab handle centered on the front face of the platform (includes hand rail as applicable). Located below driver side pump panel.	1
MISC BODY OPTIONS		
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1
3340-0093	Mud flaps, rear, black with E-CNE logo.	1
3340-1524	Painted smooth plate tandem axle wheel well. Includes bolt-on composite wheel well liners and bolt-on rubber trim fenderettes.	1
3340-1648	Anodized aluminum trim on bottom edge of all body compartment openings including pump enclosure if applicable with painted edges.	1
3340-1719	Rubrails constructed of 3" x 2" Black U.H.M.W. polyethylene bolted to the lower exterior edge of the apparatus. Includes pump module sides, body sides and rear body/tailboard as applicable. Rubrails shall be mitered 45 degrees at leading and trailing end and notched for lighting and other rubrail mounted options.	1
SCBA BOTTLE STORAGE		
3320-0018	SCBA Bottle Storage. (8) Fire Shopp SCBA bottle storage with hinged doors with push button latches. (4) officer side and (4) driver side in wheel well area.	1
3320-0100	Strap, loop style to retain SCBA bottle(s). Locate one per bottle in each exterior body storage compartment.	1
PUMPS		
4005-0033	Rating 2000 GPM	1
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1
PUMP CERTIFICATION		
4475-0000	Pump certification 750-2250 GPM	1
PUMP OPTIONS		
4015-0008	Zinc anodes for Hale pump (PR), (1) discharge side and (1) intake side.	1
4015-0018-203	Valve Inlet MTV-E - Hale. Location: officer side pump panel.	1
4015-0022	Mechanical pump seal - Hale.	1
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1
4015-0071	Valve Relief Thermal - Hale TRVL-120 W/Audible Alarm	1

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Salescode	Extended Description	Qty
PUMP OPTIONS		
4015-0073	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location below running board on driver side (or area directly to rear of panel if no room below panel).	1
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1
4015-0242	Trident primer W/3 barrel push button control. For use with 1250 GPM and larger pumps. Requires 15.6 CFM or larger engine air compressor.	1
INTAKES		
4440-0006	2.5" Right Intake Akron manual valve.	1
INTAKE OPTIONS		
4445-0009	Intake relief valve, Akron.	1
DISCHARGES AND PRECONNECTS		
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1
4415-0034-583	3" Right Pump Panel Discharge Akron Manual Valve (Waterous pumps noted location to be forward lower port). Location: right side discharge 1.	1
4415-0051	4" Waterway Discharge with 3" Akron Manual Valve.	1
4415-0178-533	Polished Stainless Steel Swivel Located on Top of Bumper officer's side outboard for Front Bumper Discharge.	1
4415-0194	2.5" Front bumper discharge Akron manual valve.	1
DISCHARGE OPTIONS		
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	6
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1
PRESSURE GOVERNORS		
4465-0017	FRC PumpBoss pressure governor PBA400 series. Includes engine monitor gauges.	1
GAUGES		
4435-0026-349	Flowminder System. Discharge: front bumper discharge.	1
4435-0026-359	Flowminder System. Discharge: waterway discharge.	1

Salescode	Extended Description	Qty
GAUGES		
4435-0026-583	Flowminder System. Discharge: right side discharge 1.	1
4435-0026-584	Flowminder System. Discharge: right side discharge 2.	1
4435-0083	Innovative Controls 10 LED SL series water tank level gauge. On pump panel.	1
4435-0206-000-03	4.5" LED Class 1 compound pressure gauge (30-0-400). Color: Blue.	2
4435-0271-000-03	2.5" LED Class 1 pressure gauge (0-400). Discharge gauge. Color: Blue.	6
4435-0273	Class 1 flow meter totalizer button. Location Pump operator panel.	1
ELECTRICAL SYSTEMS		
5010-0039	V-MUX Electrical system for aerials.	1
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1
LIGHT BARS		
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (if applicable, includes side facing when colors are the same.)	1
5300-0515	Whelen MKEZ7 1.5" standard mount for mini front light bars (4).	1
5300-0524-035	Whelen F4 Mini-Freedom LED light bars (PR) 21.5" with 5 LEDs in each bar. Location: front cab corners at 20 degree angle.	1
WARNING LIGHT PACKAGES		
5550-0149-A29	Whelen M6 Super LED lower level warning light package. Includes (10) red M6R LED light heads w/chrome flanges. Locate side facing lights: at forward most position, in rear wheelwell offset to front, and on fixed panel below rear side comp.	1
WARNING LIGHTS		
5600-0078-285-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location each side at upper rear of body on aerial style brackets, top of light even with top of body.	1
5600-0286-460	Warning light Whelen M6RC series Super LED (PR) red with clear lens. Location: (1) each side of cab centered over wheel well.	1
5600-0671-742-4T	Warning light Whelen ION-T Series model TL1 Super LED (PR). Color: Red with clear lenses. Location: (1) each side in pump module rub rail if equipped. (Split light head(s) containing "white" light(s) are for additional or non-NFPA warning lights only - NOT for use in a NFPA compliant package.) Note: ION-T Series light	1

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Salescode		Extended Description	Qty
WARNING LIGHTS			
	only available with clear lenses.		
5600-0850-170	Hazard (doorajar) light TecNiq S38 LED red. Location: center overhead.		1
SIRENS			
5500-0010-210	Federal Q2B siren - flush mounted in bumper. Location: center front bumper. Requires activation switch.	1	
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFS41).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0049-209	Whelen SP123BMC electronic siren speaker recessed in front bumper. Location: driver side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0026	Marker light Truck-Lite LED body/cab package. E-ONE custom cab with aerial ladder, Mid-Mount platform or Bronto bodies only.	1	
5150-0032	Bracket license plate at rear of body. Tread plate bracket.	1	
5150-0091	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 4" light housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0247	Compartment light ROM V4 LED for medical cabinet (EA).	1	
5380-0254	Compartment light package ROM V4 LED for large bodies. Includes two lights per compartment (four if transverse).	1	
5380-0280	Ground light package TecNiq T440 4" LED - large.	1	
5380-0285	Step light package body TecNiq T440 4" LED - small.	1	
5380-0302-004	Additional TecNiq T440 4" LED ground light (EA). Location: Below L2.	1	
5380-0302-008	Additional TecNiq T440 4" LED ground light (EA). Location: Below L6.	1	
5380-0302-016	Additional TecNiq T440 4" LED ground light (EA). Location: Below R2.	1	
5380-0302-020	Additional TecNiq T440 4" LED ground light (EA). Location: Below R6.	1	
5380-0323	The auxiliary steps below the cab doors and/or below pump module/body (if applicable) to have EON LED lights to illuminate the stepping surface and ground below (IPO lights indicated in the main ground light package).	1	
5380-0325	EON LED ladder tunnel light (EA).	2	

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Salescode	Extended Description	Qty
LIGHTS - DECK AND SCENE		
5390-0073-444	Deck Light - Whelen LED model PFBP12C (PR). Location: (1) each side over rear ladder tunnel.	1
5390-0217	Crosslay light Optronics LED model TL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1
LIGHTS - NON-WARNING		
5400-0150	Pump panel LED light package for side mount. Includes (6) Tecniq EON lights with S/S housings located (3) ea side. Includes S/S light shields (as applicable with intermediate steps).	1
5400-0185	LED pump compartment light (EA).	1
5400-0224	Engine compartment light Optronics LED Series ILL22 (EA).	1
CONTROLS / SWITCHES		
5100-0001-1ME	Switch circuit three way. Includes (1) additional switch. An additional switch required for more than two locations. Location: officer's side overhead console for front cab brow lights.	1
5100-0001-1ZT	Switch circuit three way. Includes (1) additional switch. An additional switch required for more than two locations. Location: officer's side overhead console for officer's side cab/body quartz/flood light(s).	1
5100-0001-1ZU	Switch circuit three way. Includes (1) additional switch. An additional switch required for more than two locations. Location: officer's side overhead console for driver's side cab/body quartz/flood light(s).	1
5100-0165	Audible door ajar alarm wired through door ajar light. For use with multiplex display(s) only.	1
CAMERAS / INTERCOM		
5350-0156	FRC ACT 2-way aerial intercom.	1
5350-0192	Safety Vision back-up camera wired through multiplex display. Video displays automatically when transmission is in reverse. Camera only - does not include monitor.	1
MISC ELECTRICAL		
5110-0017	Back-up alarm 97 dB.	1
5110-0219-762	Blue Sea 12V power distribution module model 5032. Location: behind officer's seat.	1
GENERATOR		
5250-0077-121	Generator Harrison 8kW MCR hydraulic. Includes generator control / PTO engage switch and a gauge panel located adjacent to breaker box. Generator location:	1

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Salescode	Extended Description	Qty
GENERATOR TEST		
5255-0001	Testing - Line voltage power source (generator / inverter) on units with rated water pump. (3rd Party)	1
BREAKER BOXES		
5200-0000-C37	Breaker box 8 place single phase. Includes main breaker. Note: Main breaker occupies 2 places leaving 6 available. Locate L1 back wall above jack access panel.	1
LIGHTS - AREA		
5450-0591-437	Light Whelen 12V Pioneer Plus flood LED model PFH2 with brow mount (EA) powder coated white. Includes switch in cab (driver and officer side facing lights switched separately). Location(s): driver and officer side front cab brow.	2
5450-0591-491	Light Whelen 12V Pioneer Plus flood LED model PFH2 with brow mount (EA) powder coated white. Includes switch in cab (driver and officer side facing lights switched separately). Location(s): driver and officer side over canopy area.	2
5450-0625-429	Light Whelen 12V Pioneer Plus flood LED model PFH2P powder coated white with PBAPEDD pedestal mount. Includes switch in cab (driver and officer side facing lights switched separately). Location(s): driver side forward compartment top.	1
5450-0625-431	Light Whelen 12V Pioneer Plus flood LED model PFH2P powder coated white with PBAPEDD pedestal mount. Includes switch in cab (driver and officer side facing lights switched separately). Location(s): officer side forward compartment top.	1
RECEPTACLES		
5470-0004-765	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate. interior mounted wired to inlet receptacle. Location: center rear wall of center rear medical compartment up high.	1
5470-0004-B12	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: rear wall of center rear medical compartment down low.	1
ELECTRIC CORD REELS		
5130-0024-392	Electric cord reel rewind switch. Switch located on wall near cord reel.	1
5130-0028	Rollers, captive for cord reel mounted on reel. {May include a bracket (as required)}	1
5130-0033-872	Junction box Circle D with four (4) 3-wire NEMA 5-15 110 volt 15 amp straight blade receptacles. Located on cord for reel in ceiling mounted in driver side compt over front axle of rear tandem offset forward	1

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Salescode	Extended Description	Qty
ELECTRIC CORD REELS		
5130-0132-872	Cord reel electric Hannay model 1614-17-18 with 150' of 10/3 yellow cable. Location(s): ceiling mounted in driver side compt over front axle of rear tandem offset forward	1
AERIAL MODEL		
6100-0112	Turntable extension on right side of aerial. Includes additional handrail. For use on aerials with fabricated turntable only.	1
6100-0128	Ladder HR100 with -6 degree travel, waterway to tip, fabricated SideStacker style turntable deck, left side console with cover, turntable mansaver bars, split steps at tip and jack leg flood lights. 12' jack spread for use with tandem axle models only.	1
AERIAL HYDRAULIC SYSTEM OPTIONS		
6150-0003-216	Gauge aerial hydraulic oil level. Electronic display to be located on pump operator's panel.	1
AERIAL CONTROLS		
6850-0026	Direct hydraulic aerial control system.	1
MONITORS		
6300-0017	Monitor painted silver from OEM.	1
6300-0124	Monitor Akron StreamMaster II w/1578 SabreMaster II electric nozzle 1000 GPM for ladder. Includes tip and base controls.	1
AERIAL WARNING LIGHTS		
6550-0002	Outrigger warning lights (4) LED. Truck-Lite model 91R.	1
6550-0102-000-4T	Warning light Whelen ION-T Series model TLI Super LED at ladder tip (PR). Color: Red with clear lenses. Switched with aerial master. (Split light head(s) containing "white" light(s) are for additional or non-NFPA warning lights only - NOT for use in a NFPA compliant package.) Note: ION-T Series light only available with clear lenses.	1
AERIAL LIGHTING		
6560-0041	Whelen LED model PFBP12C at base (PR).	1
6560-00080-000-03	Ladder climbing lights Luma Bar Pathfinder LED strip for 4 section aerial (one side). Color: Blue.	1
6560-0163-231	Light Whelen Micro Pioneer model MPPWCS low profile pedestal mount with a white housing with chrome cover. Switched at light head and base console. Location(s): left side tip.	1

Salescode	Extended Description	Qty
WATERWAY OPTIONS		
6350-0000	Pinned waterway - upgrade. Waterway pins to section 2 or 3 on HP75 / HP78 and to section 3 or 4 on LTH100, HM100, HR100 and CR100.	1
6350-0005	Rear 4" NST waterway inlet for rear mounted aerials. Includes chrome cap.	1
6350-0010	Flowminder with single readout and totalizer for the aerial waterway to be located at the aerial control station.	1
6350-0067	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel. Locate next to waterway inlet.	1
AERIAL EQUIPMENT		
6500-0014-139	Pike pole tube for 12' pole on ladder. Location: right side fly section.	1
6500-0023	Dual rope roller for aerial.	1
6500-0149-1CH-5W	Stokes basket storage brackets for use with Junkin JSA-200 Stokes. The stokes basket shall mount to the base section on the right side toward rear. Stokes not included.	1
6500-0172	Lifting eyes each side at ladder tip. Rating is 250 lbs ea / 500 lbs pr.	1
AERIAL LADDER BRACKETS		
463883	Lift out style roof ladder bracket. Locate outside base section for a 20' roof ladder PRL-20 on left side of base section. Includes additional bracket for ladder support. Available on 95RM, 110, CR100 and HM100.	1
SIGN PLATES		
6750-0002-000-39	Aerial sign plates 22 x 144 (PR). Does not include lettering. Color: Job Color.	1
6750-0020-000-39	Sign plate for rear of aerial turntable handrails. Single piece painted smooth aluminum plate. Does not include hinges or lettering. Color: Job Color.	1
AERIAL TESTING		
6900-0000	Aerial flow test - 3rd party.	1
6900-0007	Aerial 2016 NFPA Certification.	1
MISC LOOSE EQUIPMENT		
7600-0016	Wheel chocks folding 44" NFPA compliant, pair (PR) of Zico SAC-44-E. Up to 44" diameter tires. Includes mounting brackets.	1
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1
7900-0052	Michelin front spare tire assembly with steel wheel to match front tire specification.	1
7900-0053	Michelin rear spare tire assembly with steel wheel to match rear tire specification.	1

Salescode	Extended Description	Qty
EXTERIOR PAINT		
8100-0063	Cab paint break - standard. Break is 31.5" inches below the drip rail on Typhoon, legacy Cyclone and 100" wide Cyclone cabs w/o 4" front raised roof. Quest std paint break is 41.375" up from bottom of cab.	1
8100-0084	All applicable pump/pre-connect application modules are to have a job color finish. Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1
8100-0087	Paint Sample Spray Out - Dealer is responsible for returning written approval prior to order release. Two-tone cab color.	1
8100-0108	Front wheels to be painted on the inboard side (same color as outboard side).	1
8100-0109	Rear wheels (4) to be painted on the inboard side (same color as outboard side). Includes outboard side of the inboard wheels.	2
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1
8100-0176-000-7W	Paint E-ONE chassis cab - Sikkens paint (non-metallic color). Color: As Specified.	1
8100-0177-000-7W	Paint cab Sikkens two-tone (non-metallic color). Upper area of cab to be painted As Specified.	1
8100-0183-000-7W	Paint Body - Large - For Aerials, T/A Tankers/Wet sides, Rear Mounts and Rescues. Sikkens paint (non-metallic color). Color: As Specified.	1
8100-0186-000-39	Paint exterior surface of outer steel wheels. Sikkens paint. Color: Job Color.	1
8100-0429-000-7W	Paint lift cylinders, extension cylinders and upper turntable steelwork (does not apply to TT deck) (non-metallic color). Color: As Specified.	1
8100-0482	Paint end of fly section orange. Includes nozzle guard (if equipped).	1
INTERIOR PAINT		
8150-0011	The interior of the cab to be painted Zolatone gray.	1
LETTERING		
8200-0116	Shade and/or outline (EA) for letters as specified by the customer.	120
8200-0118	Sign Gold Letter (Each) upto 12" tall. The exact size, color and location of the letters as specified by the customer.	120
STRIPING		
8200-0016	White reflective tape on (4) outriggers.	1
8300-0084-000-G6	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Red/Lemon Yellow.	1

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Salescode	Extended Description	Qty
STRIPPING		
8300-00093-000-G6	Chevron "A" style 6" printed sheet Scotchlite striping on front bumper. Colors to be Red/Lemon Yellow.	1
8300-0330	Single NFPA Scotchlite Stripe - up to 6" wide and straight on cab and the body.	1
8300-0338	Size, color and location as specified by the customer.	
8300-0338	Paint break Scotchlite cab stripe - 3/4" wide with customer specified color. To be located above existing paint break.	1
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1
GRAPHICS		
8400-00017-1V4	A customer logo supplied to E-ONE in a digital format. Location: reference graphics layout drawing.	2
8400-00060	Graphics drawing showing striping, lettering and logos. Requires E-ONE installed graphics.	1
8400-00067	E-ONE logo with grey backing on M6 series vertical tail housing (PR).	1
WARRANTY / STANDARD & EXTENDED		
9100-0000	Standard 1 Year Warranty.	1
9100-0003	Lifetime Frame Structural Warranty.	1
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1
9100-0101	Meritor 5 year / unlimited miles parts and labor warranty for front non-drive axle. Exceptions: MFS rated at 22,800 includes a 2 year / 200K miles parts and labor warranty and a front drive axle includes a 2 year / unlimited miles parts and labor warranty.	1
9100-0102	Meritor 5 year unlimited miles, parts and labor rear drive single or rear drive tandem axle warranty.	1
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS		
9300-0000	Vehicle familiarization aerial (Domestic), 3 days. Use 9300-0315 for additional days.	1
9300-0009	Manuals, Operator and Service in digital format.	1

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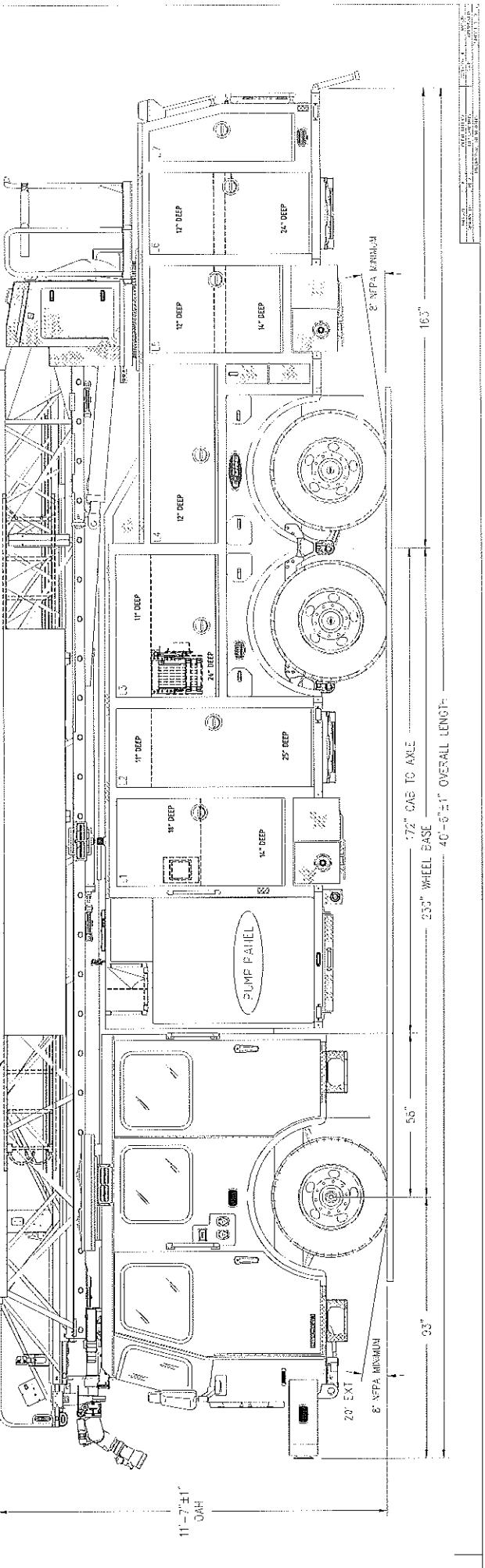
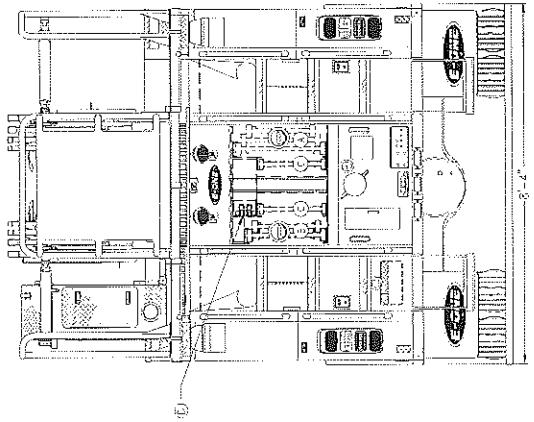
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Salescode	Extended Description	Qty
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS		
9300-0012	Pump panel approval drawings. Will be provided on purchased units prior to construction.	1
9300-0016	Approval Drawings-Standard.	1
9300-0031	Dash/Console panel layout approval drawings. Will be provided on purchased units prior to construction.	1
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1
Dealer Supplied Equipment		

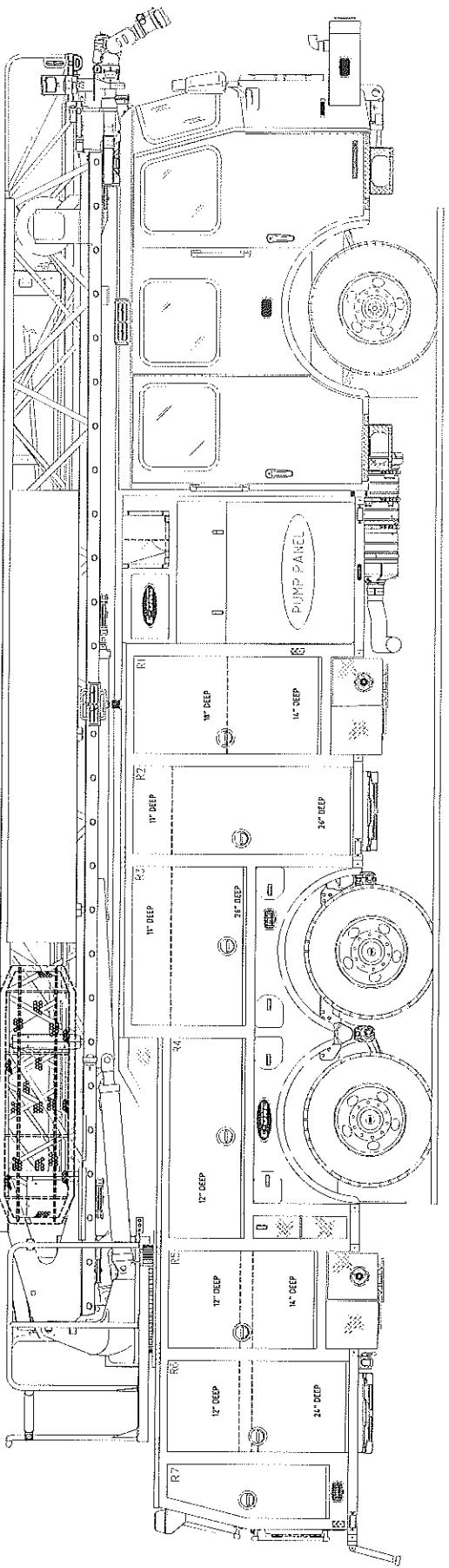
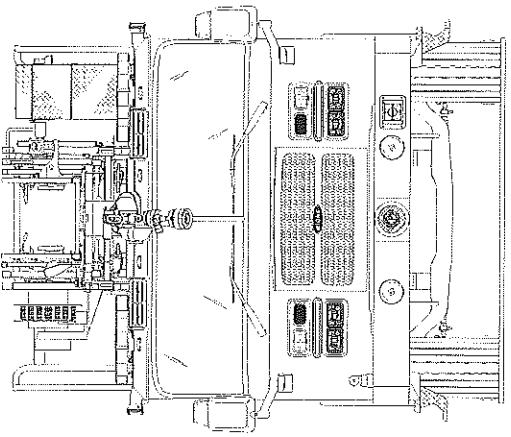


**CLEVELAND HEIGHTS FIRE DEPT.
CLEVELAND HEIGHTS, OH**

HOSE LOAD:					
2000 GPM HALO OMAX PUMP			500' of 2.5" LDH		
300 GALLON WATER TANK			500' of 4" LDH		
COMPT. I OPENING					
L ₁ /R ₁	5'W	5'W	10'W	10'W	10'W
L ₂ /R ₂	7'W	7'W	10'W	10'W	10'W
L ₃ /R ₃	5'W	6'W	8'W	8'W	8'W
L ₄ /R ₄	5'W	5'W	7'W	7'W	7'W
L ₅ /R ₅	2'W	2'W	3'W	3'W	3'W
L ₆ /R ₆	3'W	3'W	4'W	4'W	4'W
L ₇ /R ₇	5'W	5'W	7'W	7'W	7'W
L ₇ , F ₇	17'W	5'W	14'W	14'W	14'W
INTERIOR DIMENSION					
L ₁ /R ₁	5'W	5'W	10'W	10'W	10'W
L ₂ /R ₂	7'W	7'W	10'W	10'W	10'W
L ₃ /R ₃	5'W	6'W	8'W	8'W	8'W
L ₄ /R ₄	5'W	5'W	7'W	7'W	7'W
L ₅ /R ₅	2'W	2'W	3'W	3'W	3'W
L ₆ /R ₆	3'W	3'W	4'W	4'W	4'W
L ₇ /R ₇	5'W	5'W	7'W	7'W	7'W
L ₇ , F ₇	17'W	5'W	14'W	14'W	14'W
GROUND LADDERS					
ITEM	LAFFER LENGTH	MODEL NUMBER	QTY		
A	40' 3-SECT	PEL-3-40	1		
B	28' 2-SECT	PEL-2-28	1		
C	16' ROOF	PEL-16	2		
D	14' FOLDING	FL-14	2		
E	26' ROOF	FL-16	1		



CLEVELAND HEIGHTS FIRE DEPT.
CLEVELAND HEIGHTS, OH
QUOTE 113453
AERIAL BODY
CYCLONE 6X4 CHASSIS
HR100 AERIAL LADDER



Proposed: 11/15/2021

RESOLUTION NO. 150-2021 (MS), *First Reading*

By Council Member

A Resolution authorizing the City Manager to enter into an agreement with Gledhill Road Machinery Company, for the acquisition of a 14-Foot Stainless Steel Dump Body with Salt Spreader and Plow Package for the Department of Public Works; providing compensation therefor; and declaring an emergency.

WHEREAS, in order to meet operational needs, it is necessary to purchase a 14-Foot Stainless Steel Dump Body with Salt Spreader and Plow Package for the Department of Public Works; and

WHEREAS, Section 171.11 of the Cleveland Heights Codified Ordinances authorizes the purchase of machinery, materials, supplies, and other articles through the Ohio Department of Administrative Services Cooperative Purchasing Program, without obtaining competitive bids; and

WHEREAS, the City Manager has determined that the selected equipment may be purchased through this Cooperative Purchasing Program at a lower price than could be obtained through bidding, and that it would be in the City's best interests to purchase said equipment by this means.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City Manager be, and she is hereby, authorized to execute any and all agreements necessary for the purchase of a 14-Foot Stainless Steel Dump Body with Salt Spreader and Plow Package, through the Ohio Department of Administrative Services Cooperative Purchasing Program, pursuant to Section 171.11 of the Cleveland Heights Codified Ordinances and to sign any necessary related documents. The purchase price for said equipment shall not exceed the sum of Eighty-Eight Thousand Three Hundred Ninety-Two Dollars and Fifteen Cents (\$88,392.15). All contracts hereunder shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

RESOLUTION NO. 150-2021 (MS), *First Reading*

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet vendor deadlines and equip the Department of Public Works with the referenced snow plow and salt spreader truck equipment as soon as possible. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of Council

AMY HIMMELEIN
Clerk of Council

PASSED:

THE GLEDHILL ROAD MACHINERY CO.

Manufacturers of Road Maintenance Machinery

P.O. Box 567
765 Portland Way S.


GALION, OHIO
44833

Phone (419) 468-4400
Fax (419) 468-6621

November 4, 2021

City of Cleveland Heights

14200 Superior Road
Cleveland Heights, OH 44118
Attn: Mr. Doug Ditto

**REF: 2022 SNOW & ICE TRUCK PACKAGE SALES QUOTATION
STS NUMBER 800852 INDEX NUMBER STS515**

DUMP BODY

Galion-Godwin 553FT-14 Dump Body Stainless Steel #4 Finish
Crossmemberless Unibody Design, All Continuous Weld
11" Full "I Beam" Longsill Understructure No Sub Frame
7' Wide X 14' Long, 40" Sides, 54" Front Height, 48" Rear Height
1/4" AR450 Floor with Floor to Side Full Length Radius
6 Panel Air Release Tailgate, 7 Gauge Material, No Coal Doors
Stainless Cross Shaft, "D" Ring Mounted at Top, Center, Inside of Tailgate
Full Depth Rear Corner Posts and 3/16" Full Width Rear Bolster
Full Front Corner Posts with 2" Side Board Pockets, Flame Cut Hardware
3 Oval Light Hole Cut-Outs in Rear Corner Post, High Mount Ovals
Material-Shedding Boxed Top Rails, Grip Strut Walkways, Both Sides
Weld On 8" Horizontal Side Brace, 3 1/2 Air Cylinder Tailgate Kit
All Greaseable Stainless Steel Hardware with Grease Zerks
Mailhot CS130 Double Acting Front Mount Telescopic Hoist, 1/2 Dog House
1/2 Size X 84" "L" Series Stainless Steel Cab Protector 10 Gauge Material
Stainless Steel EZ Step Ladder, (1) Stainless Steel Grab Handles (1)
Stainless Steel Shovel Holder (1) Mud Flap Mounting Angles
Gledhill Full Rear Rubber Mud Flaps, Painted Oak Side Boards – Black
Stainless Tubing Welded to Front of Cab Shield for Strobe Wiring
Fleet Engineer Poly Fenders with Stainless Mounting Hardware
2" 3M Red & White Reflective Tape Both Sides and Tailgate
Reflective Safety Sticker Kit with (Stay Back 50 Feet), Mesh Chain Covers
Inside Body Step, Body Up Warning Light, Proximity Body up Switch

CENTRAL HYDRAULIC SYSTEM

Hydraulics By: Certified Power/Component-Technology

Danfoss Transmission Mount Load Sensing, Chelsea Hot Shift PTO with Wet Spline. Control Valve for Plow – Double Acting, Power Reverse; Dump Body Double Acting, Power Down, (2) Electric Sections for Auger/Spinner Swivel Pedestal-RVC (Remote Valve Console) with (3) Control Lever (1) Control for Plow Lift, (1) Control for Plow Reverse Air Controller (1) Single Control Dump Body Up/Down, Air/Over Hydraulic Controllers 30 Gallon Stainless Steel Oil Tank with Valve Enclosure Driver Side 28 Gallons per Minute @ 1500 RPM, Low Oil Site & Temperature Gauge Storm Guard Freedom 2.1 Electric Spreader Controller with Blast Button LCD Display, Pre-Wet Capability, Storm Totals, Touch Screen with Night Mode Hydraulic Stainless Steel Tubing Lines Installed to Front and Rear of Truck for Salt Spreader and Plow Mounted with Vibration Resistant Clamps, Hydraulic Plow Balance Plow Float, Spot Button for Spreader Pause, All Stainless Quick Disconnect Couplers, Cushion Relief Valve on Plow, 2" Ball Valve Pressure Release Manifold, Dust Caps & Plugs

Includes: All hoses, fittings, quick disconnect couplings, and hydraulic oil

SNOW PLOW HITCH

Gledhill Model FFLP – Front Frame Low Profile - Telescopic Lift Arm

5/8" Side Plates Mounted Flush To Truck Frame, #8 Bolts
(1) 4" X 10" Double Acting Lift Arm with Nitrated Rod
Gledhill QCP 3" Drop Pin Quick Hitch, 8" Channel Bumpers
Sandblasted, Primed and Painted Black

SNOW PLOW

Gledhill Snow Plow Model 1042XPR5 10' Long X 42" High
Strait 10 Gauge Stainless Steel Moldboard Heavy Duty Design
All Continuously Welded Snow Plow, QCP (Quick Couple Push) Plow Portion
Power Reverse With (2) 3 X 16 -1/2" Single Acting Cylinders, Cushion Valve
(4) Hinge Point Table Hook Up with 1-1/4" Pins – Weld On Washers
Trip Cutting Edge with (5) Torsion Springs (2) Trip Posts, Coped Corner
1/2 X 12" X 10' Rubber Baffle, 5/8 X 8" X 10' Cutting Edge
Set-up 13/16" Square Holes Punch for Cutting Edge for 3/4 Bolts
(2) 1/2" X 6" Curb Shoes, Greasable" A" Frame King Pin
Heavy Duty Parking Stand, (2) Flexible Plow Markers
Sandblasted, Primed & Painted Black Back PPG Paint

REAR TOWING HITCH & MISCELLANEOUS

5/8" Thick Pintle Plate, (2) 1" D-Rings, 25 Ton Spring Pintle Hook
Re-Mount Factory 7 Prong Pin Style Socket for Trailer Lights
(2) Rear Frame Mounted Rear Tow Hooks, Re-Mount OEM Lights
80 Amp Dump Body Vibrator, 24 X 18 X 18 Aluminum Toolbox
Buyers Electric Tarp with Aluminum Housing and Mesh Tarp
Glad-Hand Air Trailer Break Assembly

LED LIGHT SYSTEM

(2) Hamsar Heated LED Snow Plow Lights with Stainless Steel Mount Brackets
Rear Corner Posts to Have (2 Red) Stop,Tail,Turn, (2 Amber) Strobes, (2 Clear)
Reverse all Rear Facing. (2) Amber/Green Strobes Side Facing Rear Body Post
(2) Green Strobes Rear Facing Mounted in Stainless Box Side of Cab Shield
(2) Amber Strobes Front Facing Mounted in Cab Shield with Clearance Light
(2) Amber/Green Strobes Side Facing Boxed-in Mounted in Cab Shield
(2) Amber/Green Strobes Lights Under Plow Lights on Separate Switch
(1) LED 5" Round Spinner Spreader Light, Re-Mount Factory OEM Lights
Gledhill One Piece Wiring Harness with Deutsch Connectors/Stainless Pins
Uses Truck Factory Rocker Switches from Truck Remote Power Module

UNDER TAILGATE SPREADER

Swenson Model SBD-9 Stainless Steel Under Tailgate Spreader
Heavy-Duty 7 Gauge Cover/Back Plate and Trough, 8" High Sides
9" Diameter Auger with Direct Drive Hydraulic Auger Motor (No Sensor)
Hydraulic Spinner Motor with 18" Poly Spinner Disc, Berm Chute
Stainless Slide Pocket Mounting, Stainless Steel End Plates
Uniform Spread Pattern From 4 to 40 Feet, Bolt on Spill Shields
Stainless Steel Quick Disconnects, Short Hose Kit

STS PACKAGE TOTAL ----- \$88,392.15 Net

Get additional 2% off if paid in 15 days from invoice date (-\$1,767.85)

(With 2% Discount \$86,624.30 Net)

Parts and Operation Manual will be provided for all equipment

All Equipment Installed 100% to your Specifications

The Gledhill Road Machinery Company is registered with the National Highway Traffic Safety Administration as a final stage manufacturer of motor vehicles as required by federal law. Completed vehicle to be certified as meeting all Federal Motor Vehicle Safety Standards. Price based on standard equipment mounting. Additional items not included in quote will be priced separately.

Warranty: Package includes a 100% warranty on parts and labor bumper to bumper for (1) years from delivery date. (2) Year warranty on hydraulic hoses. Warranty does not cover normal wear on maintenance items such as cutting edges, skid shoes, ect...Warranties do not cover abuse, neglect, improper use or lack of maintenance. All Customers Must Notify The Gledhill Road Machinery Company Before taking the truck to a truck dealership for warranty issues for the first year!

Thank You!

Respectfully Submitted,



Ted Talbott - Sales Representative
The Gledhill Road Machinery Co.
419-468-4400 Office
216-695-8045 Cell
ttalbott@rrohio.com
www.gledhillonline.com

CONTRACT ACCEPTANCE:

Signature _____ Title _____

P.O. # _____ Date _____

Proposed: 11/15/2021

RESOLUTION NO. 151-2021 (PD), *First Reading*

By Council Member

A Resolution to concur in the proposal of the Northeast Ohio Regional Sewer District (NEORSD), as a part of its regional stormwater management program, and at its cost, to remove Horseshoe Lake Dam and return the lake bed to its naturalized state, including streams, plantings, trees, and other amenities, following a public planning process undertaken in concert with the cities of Cleveland Heights and Shaker Heights; and meet Ohio Department of Natural Resources (ODNR) standards for a Class I dam; and declaring an emergency.

WHEREAS, Lower Shaker Lake Dam was constructed in 1826, and Upper Shaker (Horseshoe) Lake Dam was constructed in 1852, to create the two man-made lakes, which are now part of the Shaker Parklands that are owned by the City of Cleveland and leased by the cities of Cleveland Heights and Shaker Heights; and

WHEREAS, both dams are classified by the Ohio Department of Natural Resources (ODNR) as Class I dams, meaning that loss of human life is probable in the event of a dam failure, and due to their age and condition, do not meet current ODNR standards for protecting public safety and property, and exhibit critical signs of deterioration; and

WHEREAS, ODNR has required that Horseshoe Lake be drained because of the severe deterioration of the dam structure, and the Horseshoe Lake Dam must now either be removed permanently or removed and a new dam built; and

WHEREAS, ODNR and the Northeast Ohio Regional Sewer District (NEORSD) have found that Horseshoe Lake Dam and the spillway structure are in active failure which could result in loss of life and property and as a result, the City of Shaker Heights has plans for certain emergency mitigation repairs that will include a controlled breach of the dam ("Emergency Repairs") to temporarily reduce the possibility of failure; and

WHEREAS, NEORSD has advised that the full scope of the deterioration of Horseshoe Lake Dam is unknown, and even after construction of the Emergency Repairs, the risk to life and property will remain until a long-term solution is implemented; and

WHEREAS, the NEORSD has determined that Horseshoe Lake does not provide sufficient benefit for flood control and stormwater management to enable the District to use its stormwater management funds to build a new dam and restore Horseshoe Lake, and that restoring Doan Brook through the current lake bed is a superior method of flood control and stormwater management, but Lower Shaker Lake does provide significant stormwater control and mitigation of downstream

RESOLUTION NO. 151-2021 (PD), *First Reading*

flooding, such that the District is willing to reconstruct the Lower Shaker Lake Dam at its cost; and

WHEREAS, the NEORSD has advised the City that the most natural state of the area where Horseshoe Lake is located is the flowing of the two branches of Doan Brook through it, and the removal of the dam and restoration of that area will return the space to something much closer to its natural state than the current dam, and will improve habitat and water quality; and

WHEREAS, for all of the reasons stated above, NEORSD has proposed, as a part of its regional stormwater management program, and at its cost, to remove Horseshoe Lake Dam and return the lake bed to its naturalized state, including streams, non-invasive vegetation, plantings, trees, and other amenities (Lake Bed Improvements), to inspect and maintain the stream and associated riparian area, including managing invasive species, in perpetuity and at its cost, and to rebuild the Lower Shaker Lake Dam so that it meets Ohio Department of Natural Resources (ODNR) criteria for a Class I dam; and

WHEREAS, NEORSD has determined that the cost it would incur to remove Horseshoe Lake Dam, make the Lake Bed Improvements, and rebuild Lower Lake Dam is about \$28.3 million, while the cost to the cities of Cleveland Heights and Shaker Heights to remove Horseshoe Lake Dam, build a new dam, and restore Horseshoe Lake, at their sole cost, is about \$20.7 million plus ongoing maintenance and repair costs; and

WHEREAS, if Horseshoe Lake Dam were replaced, it would continue to be classified as a Class 1 dam, requiring significant ongoing regulatory compliance and maintenance costs, including an operations and management plan, structural inspections and ongoing repairs, sediment control and dredging, all without any material flood control or stormwater management benefit; and

WHEREAS, considering the significant and unknown financial costs that would be incurred by the cities of Cleveland Heights and Shaker Heights to remove Horseshoe Lake Dam, build a new dam, and restore Horseshoe Lake and to maintain these structures on an ongoing basis, the Administration recommends that Council express its concurrence for the proposal of the NEORSD to, at its cost, remove Horseshoe Lake Dam, make the Lake Bed Improvements, and rebuild the Lower Shaker Lake Dam; and

WHEREAS, on September 27, 2021, Council for the City of Shaker Heights passed a Resolution concurring in NEORSD's proposal concerning the same; and

WHEREAS, planning, public bidding and construction for a permanent resolution of the failure of Horseshoe Lake Dam, and the deterioration of Lower Lake Dam, as proposed by the NEORSD, is expected to take several years, the NEORSD must begin the process of such planning as soon as possible, and this Council must act expeditiously to express its concurrence with the

RESOLUTION NO. 151-2021 (PD), *First Reading*

recommendations of NEORSD and the City's Administration, in order to avoid further delay and to remove the ongoing threats to life and property as soon as possible.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, as follows:

SECTION 1. Based upon the best current information, this Council concurs with the proposal of the Northeast Ohio Regional Sewer District (NEORSD), as a part of its regional stormwater management plan, and at its sole cost, to remove Horseshoe Lake Dam and to return the lake bed to its naturalized state, including streams, non-invasive vegetation, plantings, trees, and other amenities (Lake Bed Improvements) following a thorough and open public planning process undertaken in consultation with the cities of Cleveland Heights and Shaker Heights and to rebuild the Lower Shaker Lake Dam so that it meets ODNR criteria for a Class I dam.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for additional time to determine the terms of a development agreement and proceed with due diligence. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Proposed: 11/15/2021

RESOLUTION NO. 152-2021 (PD), *First Reading*

By Council Member

A Resolution authorizing the City Manager to enter into a loan agreement with the Cedar Fairmount Special Improvement District under the City's Economic Development Loan Fund Program to assist the SID with a temporary budgetary shortfall due to the COVID-19 pandemic and its resulting effects; and declaring an emergency.

WHEREAS, Ohio Revised Code Chapter 1710, "Special Improvement Districts," provides for the voluntary creation of nonprofit corporations by groups of property owners to fund mutually beneficial improvements and services through self-assessment; and

WHEREAS, by Resolution No. 124-2003, this Council approved a petition for the formation of a special improvement district for the Cedar Fairmount business district and a public services and improvements plan; and

WHEREAS, the Cedar Fairmount Special Improvement District experienced a budgetary shortfall due to the COVID-19 pandemic and its resulting effects on the success of the businesses located within the SID, as well as cancellation of donations and events as a result of the pandemic; and

WHEREAS, the Cedar Fairmount Special Improvement District has requested funding assistance to overcome its budgetary shortfall; and

WHEREAS, this Council has determined that making the requested loan would be consistent with the objectives of the Economic Development Loan Fund Program and would be in the City's best interest; and

WHEREAS, there are Economic Development funds available for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City Manager be, and she is hereby, authorized to execute a loan agreement and all necessary documents to make a loan under the City's Economic Development Loan Fund Program to the Cedar Fairmount Special Improvement District. The loan shall be in the sum of Thirty-Five Thousand Dollars (\$35,000.00), at an interest rate of two percent (2%), with a ten (10) year repayment schedule, beginning three (3) months from final disbursement. The loan shall be secured by a cognovit note. All documents hereunder shall be approved as to form by and subject to the final approval of the Director of Law.

RESOLUTION NO. 152-2021 (PD), *First Reading*

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the timely need to provide the financial assistance described herein. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Memo

To: Susanna Niermann-O'Neil, City Manager

From: Amy Himmelein, Finance Director

Date: November 3, 2021

Re: Cedar Fairmount SID \$35,000 Request

The Cedar Fairmount SID made a request of Council to receive \$35,000 in order to pay their bills for the remainder of 2021. At the November 1, 2021 Council meeting SID representatives indicated they are having difficulty paying their bills as a result of COVID. Council President Stein recommended using ARPA funds to pay the SID. Council Vice President Seren said if the SID was willing to do a loan with the City for the amount requested that should be used.

On Tuesday, November 2, 2021, I requested the SID's 2019, 2020 and 2021 year-to-date financials. Myra Orenstein promptly provided the requested documents. I reviewed those documents to discern if the SID had any significant revenue loss related to COVID which would qualify them for ARPA funding. There was some revenue loss, but not to the amount of funding requested by the SID. I also evaluated their financials to determine if there were operating costs that would qualify the SID to receive ARPA funding. The SID does not have payroll, rent or utility expenses which would qualify. They also did not have a period of business closure during the pandemic. Lastly, I spoke with Myra to review their other operating expenditures. She provided bills for their largest expenditures. While some expenditures may have increased between 2020 and 2021, there were no significant increases from 2019 to 11/1/2021. Based on these facts and my review, I do not recommend providing the SID a grant from ARPA funds.

The Cedar Fairmount SID is an important partner of the City. As such, I recommend the City provide the SID a loan from the Economic Development fund (fund 411). The loan could be a not-to-exceed \$35,000 which matches their request. I recommend a low interest rate of 2% annually in recognition that the SID has had shortfalls and a higher rate would be burdensome. The recommended term would be 10 years with repayment beginning in 2022. However, the agreement would provide the ability for the SID to repay the loan early with no penalties.

Once Council approves a plan of funding for the SID, and any agreement is drawn up and signed by both the City and SID, Finance will work quickly to get the funding to the SID.

ECONOMIC DEVELOPMENT LOAN AGREEMENT

between

THE CITY OF CLEVELAND HEIGHTS

and

CEDAR FAIRMOUNT SPECIAL IMPROVEMENT DISTRICT, INC.

THIS AGREEMENT, made and entered into at Cleveland Heights, Ohio this _____ day of November, 2021 by and between the CITY OF CLEVELAND HEIGHTS, an Ohio Municipal Corporation, 40 Severance Circle, Cleveland Heights, Ohio, 44118 (hereafter the "City" or "Lender"), acting through its City Manager, duly authorized by Resolution No. XXXXXXX passed by City Council on November 15, 2021, and CEDAR FAIRMOUNT SPECIAL IMPROVEMENT DISTRICT, INC, LLC (hereafter "Borrower"), an Ohio non-profit corporation, whose mailing address is 2460 Fairmount Boulevard, Cleveland Heights, Ohio, 44106.

WHEREAS, Borrower has requested a loan in the amount of up to THIRTY FIVE THOUSAND DOLLARS (\$35,000) (hereafter the "Economic Development Loan") for operating expenses in 2021 and 2022; and

WHEREAS, Borrower serves an important role providing services and support to the Cedar Fairmount Business District; and

WHEREAS, Borrower has experienced a budget shortfall related to rising costs and decreased revenues that would prevent it from continuing to provide said services to the Business District; and

WHEREAS, Lender desires to make the requested-for Loan to Borrower to enable Borrower to carry out its plans, subject to the terms and conditions hereinafter set forth; and

WHEREAS, the City has determined that the Loan will enable the Borrower to address its budget shortfall and continue to support the Business District, and be in the best interests of the City of Cleveland Heights and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Lender and Borrower agree as follows:

ARTICLE I
PROJECT

SECTION 1.01 PURPOSE OF THE LOAN

With the support of this loan, Borrower agrees to continue to undertake the Plan of Services on record covering the period of 2018-2022. This Plan of Services is attached as Exhibit A.

SECTION 1.02 FINANCING SOURCE FOR THE PROJECT

The financing source for the Project shall include the Economic Development Loan from the City of Cleveland Heights in the sum of up to THIRTY FIVE THOUSAND DOLLARS (\$35,000.00).

SECTION 1.03 TIMETABLE FOR PROJECT ACTIVITIES

Borrower agrees to use loan funds for expenses incurred between November 1, 2021 and December 31, 2022. Lender may grant an extension of time to utilize the funds if necessary because of unforeseen circumstances. Borrower's request shall be in writing and any granted extension shall be in writing.

SECTION 1.04 GUARANTEE OF COMPLETION AND REPAYMENT

Borrower unconditionally and irrevocably guarantees timely completion of the Project in accordance with Section 1.03 and timely repayment of the Loan in accordance with Article II. To accomplish complete and timely execution of the Project, Borrower shall make payment for any cost overruns.

ARTICLE II

THE LOAN

SECTION 2.01 THE LOAN, RATE AND NOTE

Subject to the terms and conditions of this Agreement, Lender hereby agrees to lend to Borrower, and Borrower agrees to borrow from Lender, the sum of up to THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) for the Project. The loan may be prepaid in full at any time with no prepayment penalty.

SECTION 2.02 USE TERM AND REPAYMENT OF LOANS

The Economic Development Loan in the sum of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) shall be solely for the purpose of paying for expenses related to the Plan of Services in 2021 and 2022.

The obligation of the Borrower to repay the Loan shall be evidenced by and repayable in accordance with the terms of the Agreement and in accordance with the terms of a Cognovit Note (hereinafter "Loan Note") of Borrower in a form satisfactory to Lender (or in the form of Exhibit A attached hereto), dated the date on which the Economic Development Loan is made (hereinafter the "Closing Date"), payable to the order of the lender in the amount of the Economic Development Loan with interest on the unpaid principal balance thereof, from time to time outstanding, at a fixed annual rate of TWO PERCENT (2%).

The Term of the Economic Development Loan shall be for 120 (ONE HUNDRED TWENTY) months.

The payment schedule shall start three (3) months after final disbursement continuing in monthly installments of Three Hundred Twenty Two and 05/100 Dollars (\$322.05) for an additional 119 (one hundred nineteen) months thereafter.

The first installment of the loan repayment shall be due three (3) months from the date of the final disbursement. Subsequent installments shall be due in advance on the first day of every calendar month thereafter during the term of the loan. All payments shall be made payable to the City of Cleveland Heights and be made promptly to Lender at the following address or at such other address as Lender may designate in writing: Department of Planning and Development, Attn: Loan Processing, City of Cleveland Heights, 40 Severance Circle, Cleveland Heights, Ohio 44118.

All payments shall be applied first to interest and late fees, and then to principal. If any installment is not paid within fifteen (15) days after it is due, Lender may charge a late fee equal to five percent (5%) of the amount of the payment due and may continue to charge such five percent (5%) fee for each additional fifteen (15) day period the payment remains outstanding. If any installment remains unpaid for more than sixty (60) days, or if Borrower is in default of any provision of this Agreement and has failed to cure such default within the time and as provided in this Agreement, the entire principal balance and any unpaid interest and/or charges thereon shall become immediately due and payable, and shall bear interest thereafter at the rate of ten percent (10%) per annum.

SECTION 2.03

CONDITIONS OF DISBURSEMENT OF LOAN

The City shall disburse the Loan funds to Borrower as set forth herein. No disbursement of loan funds shall be made unless and until all loan documents, mortgages, notes, security agreements, guarantees, insurance certificates, and other required documentation have been properly executed, received, and approved by the City as set forth herein. Upon completion of all required loan documents, disbursement will be done on a reimbursement basis with the borrower submitting required documentation of incurred eligible expenses.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender that the following are true with respect to the Borrower and Guarantor:

SECTION 3.01 AUTHORIZATION

The entering into and performance by Borrower of this Agreement and the execution and delivery of the Loan Note and all other documents and instruments required under this Agreement will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect and having applicability to Borrower, or result in a breach of or constitute a default under any indenture, bank loan, credit agreement or any other agreement or instrument to which Borrower is a party or by which it or its property may be bound or affected.

SECTION 3.02 LITIGATION

There are no legal actions, suits, or other proceedings pending, or to the knowledge of Borrower, threatened against Borrower before any court or administrative agency which, if determined adversely to Borrower, would have an adverse effect on the financial condition or business of Borrower, which have not be disclosed in writing to Lender.

SECTION 3.03 GOVERNMENTAL CONSENTS

No authorization, consent or approval, or any formal exception of any governmental body, regulatory authorities (federal, state or local) or mortgagor, creditor or third party is or was necessary to the valid execution and delivery by Borrower of this Agreement, the Loan Note, Personal Guarantees, or other document.

SECTION 3.04 NO ADVERSE CHANGE

There has been no adverse change since the date of application for the Economic Development Loan in the financial condition, fixed properties, debts, or liabilities of Borrower.

SECTION 3.05 ABSENCE OF DEFAULTS

Borrower is not in default of any obligation, covenant, or condition contained in any

bond, debenture, note or otherwise evidence of indebtedness or any mortgage or collateral instrument securing the same.

SECTION 3.06 TAX RETURNS AND PAYMENTS

Borrower has filed all required tax returns and has paid or made provision for the payment of all taxes, if any, which have or may become due pursuant to said returns or pursuant to any assessments levied against Borrower or its personal or real property by any federal, state or local taxing agency. No tax liability has been asserted by the Internal Revenue Service or any other taxing agency, (federal, state or local) for taxes materially in excess of those already provided for, and Borrower knows of no basis for any such deficiency assessment.

SECTION 3.07 MATERIAL FACTS

No representation or warranty contained herein or made hereunder and no certificate, schedule, or other document furnished or to be furnished in connection with the transactions contemplated hereby contains or will contain a misstatement of material fact or omits or will omit to state a material fact required to be stated herein or therein in order to ensure that statements contained herein and therein are not misleading.

SECTION 3.08 PROHIBITION OF CONFLICT OF INTEREST

No person who is an employee, officer, agent or consultant of the City of Cleveland Heights, or an elected public official or member of the Cleveland Heights City Council or appointed public official of the City of Cleveland Heights who exercises or has exercised any functions or responsibilities with respect to the Project or who is in a position to participate in a decision-making process or gain inside information with regard to the Project may obtain a personal or financial interest or benefit from the Project, or have an interest in any contract, subcontract, or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties. The above restrictions shall apply to all activities comprising the Project, and shall cover any such interest or benefit during, and any time after, such person's tenure.

SECTION 3.09 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Borrower will comply with all applicable federal, state and local laws, ordinances and administrative rulings pertaining to the Project.

SECTION 3.10 PERFORMANCE ON OTHER CONTRACTS WITH THE CITY

Borrower will fully perform all other contracts with the City, if any, in a timely and workmanlike manner.

ARTICLE IV

CONDITIONS OF LENDING

The obligation of Lender to make the Economic Development Loan shall be subject to the fulfillment on or before the Closing Date of each of the following conditions:

SECTION 4.01 EXECUTION AND DELIVERY OF LOAN AGREEMENT AND NOTE

Borrower shall execute and deliver to Lender this Agreement and the Loan Note, in the form substantially similar to that attached as Exhibit A.

SECTION 4.02 GOVERNMENTAL APPROVAL

Borrower shall have secured all necessary approvals and consents of governmental bodies having jurisdiction with respect to any Project activities.

SECTION 4.03 APPROVAL OF OTHERS

Borrower shall have secured all necessary approvals and consents required with respect to this transaction by any creditor or other party having any financial interest in Borrower or its property.

SECTION 4.04 REPRESENTATION AND WARRANTIES

The representation and warranties contained herein shall be true and correct as of the date hereof and the Closing Date and at all times until the Loan has been paid in full. Borrower shall deliver to Lender an affidavit to that effect, substantially in the form of Exhibit C attached hereto.

ARTICLE V

AFFIRMATIVE COVENANTS

Borrower agrees to comply with the following covenants with respect to itself and Guarantor from the date hereof until the Loan has been fully repaid to Lender, or such longer time as specifically provided in the covenant, unless Lender or its assigns otherwise consent in writing:

SECTION 5.01 PAYMENT OF LOANS

Borrower agrees to pay punctually the principal on the Loan Note according to its terms and conditions and to repay punctually any other amounts that may become due and payable to Lender under or pursuant to the terms of this Agreement or the Note.

SECTION 5.02 PAYMENT OF OTHER INDEBTEDNESS

Borrower agrees to pay punctually the principal and interest due on any other indebtedness now or hereafter owing by Borrower to Lender or any other Lender.

SECTION 5.03 PAYMENT OF TAXES

Borrower agrees to duly pay and discharge all taxes, assessments and governmental charges upon it or against its properties or its business(es) prior to the date on which penalties would attach thereto, except that Borrower shall not be required to pay any such tax, assessment or governmental charge which is being contested by it in good faith and by appropriate and timely proceedings, provided that Borrower so advises Lender in writing of such contest and proceedings.

SECTION 5.04 INFORMATION

Borrower agrees to maintain adequate records and books of account, in which complete entries will be made reflecting all of its business and financial transactions, such entries to be made in accordance with generally accepted accounting principles consistently applied, and to permit Lender to inspect said books upon reasonable advance notice. In addition, Borrower shall deliver to Lender annual financial statements, certified by Borrower to be true, on or before the first day of July each year.

Borrower further agrees to provide information, and execute and deliver any and all additional documents and instruments as may be reasonably requested by Lender, its assigns or attorneys.

Borrower further agrees to provide written notice to Lender of any public hearing or meeting before any administrative or other public agency which may in any manner materially affect the real estate securing the Loan.

SECTION 5.05 INDEMNIFICATION

Borrower agrees to indemnify and save Lender, its officials, employees, agents and assigns harmless against any and all liability with respect to, or resulting from, any delay in Borrower's discharging any of its obligations, or any failure of Borrower to discharge any of its obligations, and in no instance shall any official, employee or agent of Lender or its assigns be personally liable to Borrower.

SECTION 5.06 EXPENSE OF COLLECTION OR ENFORCEMENT

Borrower agrees, if at any time Borrower defaults on any provision of this Agreement, to pay Lender or its assigns, in addition to any other amounts that may

be due from Borrower, an amount equal to the reasonable costs and expenses incurred by Lender or its assigns in the collection, enforcement, correction or waiver of such default, including, without limitation, attorneys' fees.

SECTION 5.07 ABSENCE OF RELATIONSHIPS

Borrower agrees that neither the execution and delivery of this Agreement nor the receipt by it of the Loan nor the performance of its obligations hereunder will or shall be deemed to create any relationship between Borrower and Lender, whether as a third-party beneficiary, partner, joint venturer, shareholder, agent, principal or otherwise; and Borrower agrees to make no representation or statement to any party to such effect. Borrower further agrees that Lender is acting as a conduit for the Federal funds comprising the Loan and is in no way lending its aid and credit to Borrower and Borrower agrees to make no representation or statement to any party to such effect.

SECTION 5.08 DISCLOSURE OF DOCUMENTS

Disclosure of documents which are in the possession of the City shall be governed by the applicable federal, state and local laws.

ARTICLE VI

NEGATIVE COVENANTS

Borrower covenants and agrees that, from the date of the execution of this Agreement until payment in full of the Loan Note, unless Lender or its assigns shall otherwise consent in writing, it will not undertake any act, enter into any agreement or make any commitment which the performance of which or failure of performance would constitute a breach of any of the covenants contained in this Agreement including, but not limited to, the following covenants:

SECTION 6.01 CHANGE IN OWNERSHIP

Borrower will not permit, without the prior written approval of Lender, which approval will not be unreasonably withheld, any material change in the ownership structure, control, or operation of its business including, without limitation, (i) merger into or consolidation with any other persons, firm or corporation; (ii) changing the nature of its business as intended to be carried on at the date hereof; or (iii) substantial distribution, liquidation or other disposal of its assets.

ARTICLE VII

EVENTS OF DEFAULT

The entire unpaid principal of the Loan Note shall become and be immediately due and payable upon the written demand of Lender or its assigns, without any other notice or demand or any kind of presentment or protest, if any one of the following events (hereinafter an "Event of Default") occurs and is continuing at the time of such demands, whether it is voluntarily or involuntarily or, without limitation, occurring or brought about by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administration or governmental body.

(A) PAYMENT DEFAULT UNDER NOTE

If Borrower shall fail to make payment when due of any installment of principal or other charges on the Note and the default remains unremedied for sixty (60) days or more.

(B) INCORRECT REPRESENTATIONS OR WARRANTIES

If any representation or warranty contained in or made in connection with the execution and delivery of this Agreement, instrument or certificate furnished pursuant hereto shall prove to have been incorrect in any material respect when made; at the Closing Date, or at any time until the Loan has been paid in full.

(C) DEFAULT IN COVENANTS

If Borrower or any Guarantor defaults in the performance of any other term, covenant or agreement contained in this Agreement or any other Agreement between Borrower and Lender and such default shall continue unremedied for thirty (30) days after written notice thereof was given to Borrower by Lender.

(D) VOLUNTARY INSOLVENCY

If Borrower or any Guarantor become insolvent or ceases to pay its/her debts as they mature or voluntarily files a petition seeking reorganization of, or the appointment of a receiver, trustee, or liquidator for it/her or a substantial portion of its/her assets to effect a plan or other arrangement with creditors, or is adjudicated bankrupt, or shall make a voluntary assignment for the benefit of creditors.

(E) INVOLUNTARY INSOLVENCY

If an involuntary petition shall be filed against Borrower or any Guarantor under any bankruptcy, insolvency or similar law seeking the reorganization of or the appointment of any receiver, trustee or liquidator for its/her property, or of a substantial part of such property, or a writ or warrant of attachment or similar process is issued against a substantial part of the property of Borrower/Guarantor, and such petition is not dismissed, or such writ or warrant of attachment or similar process is not released or bonded within thirty (30) days after the filing or levy.

(F) JUDGMENTS

If any final judgment for the payment of money that is not fully covered by liability insurance and is in excess of TEN THOUSAND DOLLARS (\$10,000.00) shall be rendered against Borrower and/or either Guarantor and, within thirty (30) days, is not discharged, or an appeal therefrom taken and execution thereon effectively stayed pending such appeal, or, if such judgment be affirmed on such appeal, the same is not discharged within thirty (30) days, or if Borrower/Guarantor has not entered into payment agreement with the judgment/creditor.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01 WAIVER OF NOTICE

No failure or delay on the part of Lender in exercising any rights, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No modification or waiver of any provision of this Agreement or of the Note, nor any consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower in any case shall entitle Borrower to any other further notice or demand in similar or other circumstances.

SECTION 8.02 ENFORCEABILITY

When this Agreement is executed by Borrower and Lender, and when the Loan Note and other required documents are executed and delivered by Borrower for value, each such instrument shall constitute the legal, valid and binding obligation of the parties thereto in accordance with their terms. Any instruments, mortgages and other liens on chattel or real estate shall constitute legal, valid and binding liens free and clear of all prior liens and encumbrances, except those in favor of Lender.

SECTION 8.03 ENTIRE AGREEMENT, AMENDMENTS

This Agreement embodies the entire agreement and understanding between Lender and Borrower and supersedes all prior agreements and understandings relating to the subject matter hereof. Borrower and Lender and their successors and assigns hereby expressly reserve all rights to amend any provision of this Agreement, to amend or consent to or waive departure from the provisions of the Note, and to release or to otherwise deal with any collateral security for the payment of the Note; provided, however, that all such amendments be in writing and executed by Lender or its assigns and Borrower.

SECTION 8.04 SEVERABILITY

Borrower agrees that in the event that any provision of this Agreement or any other instrument executed at closing or the application thereof shall be declared null and void, invalid, or held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement or such instrument nevertheless shall remain in full force and effect, and to this end, the provisions of all covenants, conditions and agreements described herein are deemed to be separate.

SECTION 8.05 NOTICES

All notices, consents, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party hereto if mailed by certified mail, prepaid, to Lender and Borrower at the address in the heading or such other address as either party may have designated in writing to the other party hereto.

SECTION 8.06 SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All agreements, representations, and warranties made by Borrower herein or any other document or certificate delivered to Lender in connection with the transactions contemplated by this Agreement shall survive the delivery of this Agreement and the Note and shall continue in full force and effect so long as the Loan Note is outstanding.

SECTION 8.07 SUCCESSOR AND ASSIGNS

This Agreement shall be binding upon Borrower, and its successors and assigns, except that Borrower may not assign or transfer its rights or obligations hereunder without the prior written approval of Lender. This Agreement shall inure to the benefit of Lender, its successors and assigns, and all subsequent holders of the Loan Note.

SECTION 8.08 ARTICLE AND SECTION HEADINGS

Article and Section headings used herein are for convenience only and shall not affect the constitution of this Agreement.

SECTION 8.09 COMPLIANCE WITH LOCAL LAWS AND REGULATIONS

Borrower covenants and agrees to comply with all applicable local laws and regulations including, but not limited to, Chapter 749, "Fair Practices," of the Codified Ordinances of the City of Cleveland Heights.

IN WITNESS WHEREOF the parties hereto have each caused this Loan Agreement to be duly executed as of the day and the year first written above.

Signed in the presence of:

CITY OF CLEVELAND HEIGHTS, OHIO

By: _____

City Manager

CEDAR FAIRMOUNT SPECIAL
IMPROVEMENT DISTRICT, INC.
2460 Fairmount Boulevard
Cleveland Heights, Ohio,
EIN# NO: _____

Signed in the presence of:

By: _____

Sal Russo, President

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Susanna Niermann O'Neil, City Manager of the City of Cleveland Heights, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed personally and as such City Manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland Heights, Ohio, this _____ day of _____, 2021.

Notary Public

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS.

Before me, a Notary Public in and for said County and State, personally appeared the above-named Sal Russo, as president of Cedar Fairmount Special Improvement District, Inc, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of the limited liability company.

at IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal,
, Ohio, this day of , 2021.

Notary Public

Approved as to form:

William Hanna
Director of Law
Authorized by Resolution No. XXXXXXXXXX

Exhibit A

Cedar Fairmount Special Improvement District, Inc.
Plan of Services, 2018-2022

DRAFT

Exhibit B

COGNOVIT NOTE

\$35,000.00 Cleveland Heights, Ohio
November ___, 2021

FOR VALUE RECEIVED, the Undersigned, CEDAR FAIRMOUNT SPECIAL IMPROVEMENT DISTRICT, INC., (“Maker”) promises to pay to the order of the CITY OF CLEVELAND HEIGHTS, Ohio, 40 Severance Circle, Cleveland Heights, Ohio 44118 (the “City”) the principal sum OF THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) with interest thereon as herein set forth. The Term of the Economic Development Loan shall be TEN (10) years or ONE HUNDRED TWENTY (120) months. The loan shall be paid in monthly installments of Three Hundred Twenty Two and 05/100 Dollars (\$322.05). The first installment shall be due three (3) months from the date of the final disbursement. Subsequent installments shall be due in advance on the first day of every calendar month thereafter during the Term of the Loan. From and including the date hereof until the date of payment in full, the principal balances of this Note from time to time outstanding shall bear interest at an interest rate of two percent (2%) per annum.

This Note is issued pursuant to the Economic Development Loan Agreement, dated November __, 2021, by and between Maker and the City, to which reference hereby is made for a statement of the right of the holder hereof to declare this Note due prior to its stated maturity and the right and obligation of Borrower to repay this Note. In the event Maker should be in default, as defined in said Loan Agreement, this Note shall thereafter bear interest at the rate of ten percent (10%) per annum.

The Undersigned expressly and unconditionally waives presentment and demand of payment, notice of dishonor, protest and other notices of any kind.

Principal and interest hereon shall be payable in lawful money of the United States of America as such place as the holder shall designate in writing to Borrower. This Note shall be governed by Ohio law.

The Undersigned hereby authorizes any attorney-at-law to appear in any court of record in the State of Ohio or any other State or Territory of the United States after the indebtedness guaranteed hereunder becomes due by acceleration or otherwise, and waive the issuing and service of process and confess judgment against the Undersigned in favor of Lender or other holder of the Note for the amount then

appearing due and the cost of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution. No judgment against the Undersigned of this Note shall bar any subsequent judgment against any other party(ies) liable as Maker or Guarantor.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE OH HIS/HER PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed as of the day and year first above written.

CEDAR FAIRMOUNT SPECIAL
IMPROVEMENT DISTRICT, INC.
2460 Fairmount Boulevard
Cleveland Heights, Ohio,
EIN# NO: _____

Signed in the presence of:

By: _____
Sal Russo, President

EXHIBIT C

UNCONDITIONAL AND CONTINUING GUARANTEE

For one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, and to induce the CITY OF CLEVELAND HEIGHTS, OHIO (hereinafter called "Lender"), to extend credit to CEDAR FAIRMOUNT SPECIAL IMPROVEMENT DISTRICT, INC. (hereinafter called "Borrower"), and in consideration thereof, the Undersigned absolutely and unconditionally guarantees the prompt and punctual payment when due, by acceleration or otherwise, of each obligation, direct, indirect, or contingent, now existing or hereafter created or acquired and howsoever the same may be evidenced or secured (hereinafter called "Guaranteed Obligation"), of the Borrower to the Lender, together with all interest, charges and penalties accruing thereon, and the faithful, punctual and complete observance and performance by the Borrower of all of the covenants, terms and conditions contained in promissory note, drafts, agreements, mortgages and other instruments evidencing, securing or pertaining to any Guaranteed Obligation(s).

The Undersigned hereby agrees that, without notice to, without consent of, and without affecting the liability of the Undersigned:

1. Any Guaranteed Obligation(s) may be renewed or the maturity thereof extended from time to time and at any rate or rates of interest.
2. Property now or hereafter held as security for or pertaining to any Guaranteed Obligation(s) may be sold, exchanged, surrendered or otherwise dealt with by the Lender.
3. Settlements, compromises, compositions, accounts stated and agreed balances pertaining to any Guaranteed Obligation(s) may be affected in good faith between the Lender and the Borrower.
4. The Lender may take judgment against the Borrower and/or modify, waive, supplement or otherwise change the terms, conditions, provisions, restrictions or liabilities contained in one or more note, drafts, agreements, mortgages or other instruments evidencing, securing or pertaining to any Guaranteed Obligation(s).

It shall not be necessary for the Lender to resort to or exhaust its remedies against the Borrower or against any other party or parties liable thereon or to resort to property held as security therefor or pertaining thereto, before calling upon the Undersigned for payment of any Guaranteed Obligation(s).

The liability of the Undersigned hereunder shall in no way be released, mitigated or otherwise affected by (i) the release or discharge of the Borrower in any

creditors, receivership, bankruptcy or other proceedings, or the commencement or pendency of any such proceedings, (ii) the impairment, limitation or modification of the liability of the Borrower in bankruptcy, or of any remedy for the enforcement of the Borrower's liability under any instrument evidencing any Guaranteed Obligation, or under any other instrument executed and delivered in connection therewith, resulting from the operation of any present or future provision of the U.S. Bankruptcy Code or other statute or from a decision in any court; or (iii) any assignment or transfer of any instrument evidencing any Guaranteed Obligation whether by Borrower and/or Lender by operation of law or otherwise.

This Guarantee shall become immediately effective and shall continue indefinitely subject to the right of the Undersigned to terminate liability hereunder as to each obligation of the Borrower arising after written notice of such termination has been received by the Lender. If at any time any whole or partial payment of any Guaranteed Obligation is to be rescinded or must otherwise be restored or returned by Lender upon the insolvency or bankruptcy of Borrower or upon or as a result of the appointment of a receiver, intervener or conservator of, or trustee or similar officer for, Borrower, this Guarantee shall continue to be effective, or be reinstated, as the case may be, all as though such payment had not been made. The Undersigned waives notice of the acceptance hereof, waives demand for payment and protest relative to each Guaranteed Obligation, waives all notices to which the Undersigned must otherwise be entitled by law, and also waives all defenses, legal or equitable, otherwise available to the Undersigned. This Guarantee shall be construed in accordance with the laws of the State of Ohio, shall inure to the benefit of the Lender, its successors and assigns, and to any other holder(s) of any Guaranteed Obligation(s), and shall be binding upon the heirs, executors, administrators, successors and assigns of the Undersigned.

The Undersigned further agrees that the Guarantee hereunder will not be discharged or affected by the fact that the promissory note, drafts, agreements, mortgages or other instruments evidencing, securing and/or pertaining to any Guaranteed Obligations, or any provision thereof shall be held to be invalid, illegal or unenforceable for any reason. This Guarantee shall remain in full force and effect notwithstanding any legal, contractual or other restriction, limitation, or bar to the Lender proceeding against the Borrower or its properties and assets. This Guarantee shall be liberally construed in favor of the Lender, it being the intention of the Undersigned that the Guarantee hereunder be absolute, continuing and unconditional in any and all circumstances and that this Guarantee shall only be discharged by the complete payment by the Borrower (or the Undersigned) of all debts, liabilities and obligations of the Borrower guaranteed hereby.

The Undersigned shall have no right of reimbursement, subrogation or set-off against the Borrower; and the Undersigned hereby waives, releases and discharges any rights of exoneration which the Undersigned may have with respect to the Note unless and until the Lender receives payment in full from the Borrower (or the

Undersigned) of all debts, liabilities and obligation owing from Borrower to the Lender.

The Undersigned hereby authorizes any attorney-at-law to appear in any Court of Record in the State of Ohio or any other State or Territory of the United States after the indebtedness guaranteed hereunder becomes due by acceleration or otherwise, and waive the issuing and service of process and confess judgment against the Undersigned in favor of Lender or other holder of the Note for the amount then appearing due and the cost of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE OH HIS/HER PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

Date: September ___, 2021

Sal Russo

EXHIBIT D
CERTIFICATE OF NO EVENT OF DEFAULT
AND REPRESENTATIONS AND WARRANTIES

The undersigned, pursuant to a certain Economic Development Loan Agreement, dated November __, 2021, (the "Loan Agreement"), by and between CEDAR FAIRMOUNT SPECIAL IMPROVEMENT DISTRICT, INC. ("Borrower") and the CITY OF CLEVELAND HEIGHTS ("City"), hereby certifies that:

- (a) At the date hereof, no event or condition that constitutes an Event of Default (as defined in the Loan Agreement) or which, after notice or lapse of time or both, would constitute an Event of Default, exists or will result from Borrower's acceptance of the Loan pursuant to the Loan Agreement; and
- (b) At the date hereof, the representations and warranties of CEDAR FAIRMOUNT SPECIAL IMPROVEMENT DISTRICT, INC., contained in Article III of the Loan Agreement are true and correct, and the conditions of the Loan have been duly satisfied as of the Closing Date.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of November, 2021.

Signed in the presence of:

By: _____
Sal Russo, President

STATE OF OHIO)
)
) SS.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Sal Russo, individually and as member of Cedar Fairmount Special Improvement District, Inc., who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and

deed of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal,
at _____, Ohio, this _____ day of _____, 2021.

Notary Public

DRAFT