

FIRST READING: 3.25.19
SECOND READING: 4.1.19
THIRD READING: 4.8.19

ORDINANCE NO. 25-19

BY: JOHN B. SHEPHERD

AN EMERGENCY ORDINANCE AUTHORIZING THE CITY OF ROCKY RIVER TO PURCHASE FROM THE STATE-APPROVED VENDOR AN ESTIMATED 2,500 TONS OF SALT FOR THE 2019 / 2020 WINTER SEASON FOR THE SERVICE DEPARTMENT UNDER THE OHIO DEPARTMENT OF TRANSPORTATION'S COOPERATIVE PURCHASING CONTRACT NO. 18

WHEREAS, the City of Rocky River, Cuyahoga County (hereinafter referred to as the "Political Subdivision") hereby submits this Ordinance to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-18) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

WHEREAS, that the Mayor and the Director of Public Safety-Service are hereby authorized to purchase the estimated 2,500 tons of salt and to participate in the Ohio Department of Transportation's Contract for Sodium Chloride (road salt), that the City of Rocky River is hereby bound by the terms and conditions of the contract attached hereto as Exhibit "A" and that the City is responsible for the payment directly to the vendor for the quantities purchased under the contract.

WHEREAS, City Council passed Resolution 20-88 on March 21, 1988 authorizing the Administration to participate in the Ohio Cooperative Purchasing Act and Resolution 62-17 authorizing the Administration to participate in the ODOT Cooperative Purchasing Program. The ODOT Purchasing cooperative program authorizes the City of Rocky River to participate in the salt purchasing contract at the price to be determined under their program for a period of twelve (12) months during the 2019 / 2020 winter season and to be effective the date of the State Cooperative Purchasing bid award; and,

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of 2,500 tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of October 1, 2019 through April 30, 2020; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 19, 2019. The written, emailed request to rescind this participation

I, the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 8th day of April, 2019.



Clerk of Council of the City of Rocky River, Ohio

agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request.

Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

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

SECTION 1. The purchase price for the salt will be charged to Street Construction, Maintenance and Repair Fund and also to the State Highway Fund.

SECTION 2. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health and safety and for the further reason that prompt application is due prior to April 19, 2019 to participate in this contract under the Ohio Cooperative Purchasing Act, and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: April 8th, 2019


JAMES W. MORAN
President of Council

PRESENTED
TO MAYOR: April 8th, 2019 APPROVED: April 8th, 2019

ATTEST:


SUSAN G. PEASE
Clerk of Council


PAMELA E. BOBST
Mayor

It is hereby certified that the amount required for the execution of this Ordinance has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the fund described herein free from any obligation or certification now outstanding.


MICHAEL THOMAS, CPA
Director of Finance
City of Rocky River
County of Cuyahoga } ss

ssd

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 25-19 ADOPTED BY THE COUNCIL OF SAID CITY ON THE 8th DAY OF April, 2019 THAT THE PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND CERTIFIED OF RECORD ACCORDING TO LAW. THAT NO PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH ORDINANCE HAVE BEEN TAKEN, THAT SUCH ORDINANCE AND THE CERTIFICATE OF PUBLICATION THEREOF ARE OF RECORD IN ORDINANCE RECORD NO. 25-19

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 8th DAY OF April, 2019.


CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO