

FIRST READING: 7.18.22
SECOND READING: 7.25.22
THIRD READING: _____

ORDINANCE NO. 49-22

BY: THOMAS J. HUNT

AN EMERGENCY ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY-SERVICE TO PURCHASE ONE (1) FIRE ENGINE FROM SUTPHEN CORPORATION FOR THE FIRE DIVISION AT A COST NOT TO EXCEED \$773,665.00, AS FURTHER DESCRIBED IN EXHIBIT "A"

WHEREAS: the Director of Public Safety-Service of the City of Rocky River advertised for bids for the purchase of one (1) Fire Engine for the City of Rocky River Fire Division; and

WHEREAS: one (1) bid was received for the Fire Engine, copy of which is on file in the office of the Director of Public Safety-Service; and

WHEREAS: the Director of Public Safety-Service has determined it to be in the best interest of the City of Rocky River to accept the bid for the Fire Engine for the Fire Division from Sutphen Corporation in the amount of Seven Hundred Seventy Three Thousand Six Hundred Sixty Five Dollars and 00/100 (\$773,665.00), as further described in Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1. That the Safety-Service Director of the City of Rocky River is hereby authorized to purchase one (1) Fire Engine from Sutphen Corporation, 6450 Eiterman Road, Dublin, Ohio 43016, at a total cost not to exceed Seven Hundred Seventy Three Thousand Six Hundred Sixty Five Dollars and 00/100 (\$773,665.00), as further described in Exhibit "A".

SECTION 2. That \$773,665.00 shall be paid from the Equipment Purchase Fund – Fire Vehicles and Large Equipment account.

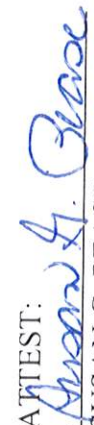
SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health and safety, and for the further reason that it is necessary to update the Fire Division vehicle fleet and to facilitate the vehicle's manufacturing process, and 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.

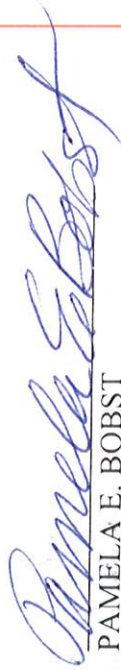
PASSED: July 25th, 2022


JAMES W. MORAN
President of Council

PRESENTED

TO MAYOR: July 25th, 2022 APPROVED, July 25th, 2022

ATTEST:

SUSAN G. PEASE
Clerk of Council


PAMELA E. BOBST
Mayor

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 25th day of July, 2022.


Clerk of Council of the City of Rocky River, Ohio


MICHAEL THOMAS, CPA
Director of Finance

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.

City of Rocky River } ss
County of Cuyahoga }

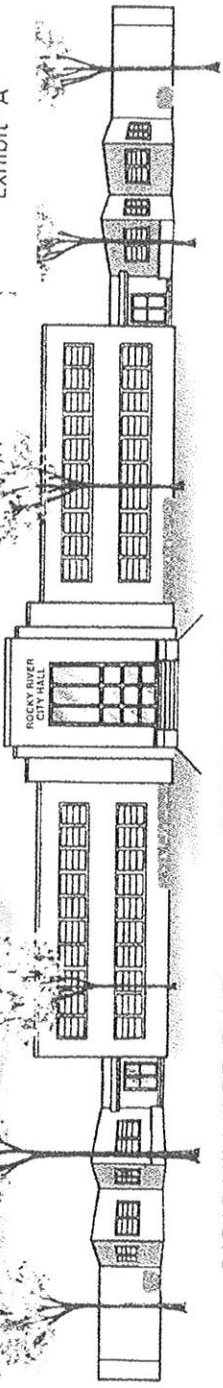
THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF
ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE
FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE
NO. 49-22 ADOPTED BY THE COUNCIL OF SAID CITY
ON THE 21st DAY OF July, 20 22 THAT THE
PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND
CERTIFIED OF RECORD 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. 49-22

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED
MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 21st DAY OF
July, 20 22

Angela A. Bica
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

CITY OF ROCKY RIVER

Exhibit "A"



21012 HILLIARD BLVD. • ROCKY RIVER, OHIO 44116 • (440) 331-0600

July 14, 2022

Mayor Bobst,

Thank you for allowing the fire department to pursue replacing our 1996 E-one Fire engine. The engine has served the City very well over the years of service, working tirelessly as the main fire engine during the Hilliard Road Condominium fire.

The fire department established a committee to review and configure specifications for a new fire engine to better serve our citizens during their time of need. This group has many hours of touring and planning involved to accomplish this mission.

The bid proposal was advertised in the Cleveland Plain Dealer, and Ms. Sollars sent a copy of the bid specifications to the following major manufacturers:

- E-ONE
- Pierce
- Rosenbauer
- Ferrara
- Seagrave
- Sutphen

After the mailing, I followed up to make sure the package was received. We requested the manufacturer indicate their reason for declining if they chose not to bid.

E-ONE, Seagrave, and Rosenbauer reached back out to us. Rosenbauer sent the only declining to bid email, no reason given.

Safety Service Director Snyder reviewed bid specs to ensure we kept them generic and no proprietary items included. Bidders were given 6 weeks to review and bid the vehicle.

On July 8, 2022 we opened the bids at noon. One bid was received from the Sutphen Corporation based in Dublin, OH. The bid totaled \$773,665.00, and there is currently a 30 month build time.

- Our ladder truck purchased in 2019 is also a Sutphen, so there are some definite advantages of using this company.
 - They only make one chassis and cab, will create common layouts for all the drivers
 - Parts will match for both vehicles for ease for the mechanics in our garage
 - Vehicle can return to the factory in case of some repairs

As the Fire Chief, I recommend we move forward with the purchase of this vehicle. The 1996 engine is tired and has spent the first 6 months of 2022 out of service due to the lack of 1996 parts availability. I have moved the engine to reserve status for this reason. It will only be used in the next 30 months when either engine 64 or truck 66 go out of service for any reason. This should allow us the time needed for the new vehicle buildout.

Again, thank you Mayor Bobst for the consideration of this new vehicle. It will greatly enhance our capabilities serving the citizens of our great city.

Sincerely,

A handwritten signature in dark ink, appearing to read 'A. Lenart', with a stylized flourish at the end.

Aaron Lenart
Fire Chief



PURCHASE AGREEMENT

FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this _____ day of _____, 20²², by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the _____ of _____, Rocky River, OH, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of Seven Hundred Seventy Three Thousand Six Hundred Sixty-Five & 0/100 (\$ 773,665.00)) payable in full upon delivery.
3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at Rocky River Fire Department within 28-30 Months approximately after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services.
4. **SUTPHEN WARRANTIES:** Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.
5. **TESTING SHORTAGES:** The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.
6. **DEFAULT:** In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser,

Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.
11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

By _____
Sales Representative

Accepted at office
SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, Ohio 43016

By _____
Title _____
Date _____

PURCHASER

THE City of Rocky River
By Michael G. Bobst
Title Mayor
Date 7-25-22

By _____
Title _____
Date _____