

City Council

James A. Kaminski Ward 1

Annmarie P. Roff Ward 2

Thomas M. Clark Ward 3

Gordon C. Short Ward 4

James E. Carbone At-Large

Kelly A. Kosek At-Large

Brian M. Spring At-Large

Aimee Pientka, MMC Clerk of Council

City of Strongsville

16099 Foltz Parkway Strongsville, Ohio 44149-5598 Phone: 440-580-3110 www.strongsville.org

February 29, 2024

MEETING NOTICE

City Council has scheduled the following meetings for Monday, March 4, 2024, to be held in the Caucus Room and the Council Chamber at the Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:

<u>Caucus will begin at 6:45 p.m.</u> All committees listed will meet immediately following the previous committee:

Economic Development Committee will meet to discuss Ordinance No. 2024-026.

<u>Planning, Zoning & Engineering Committee</u> will meet to discuss Ordinance No. 2024-027 and Resolution No. 2024-028.

<u>Public Service & Conservation Committee</u> will meet to discuss Ordinance No. 2024-029.

<u>Committee of the Whole</u> will meet to discuss Ordinance No. 2024-030 and Resolution No. 2024-031.

7:00 P.M. Regular Council Meeting

Any other matters that may properly come before this Council may also be discussed.

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC Clerk of Council



STRONGSVILLE CITY COUNCIL REGULAR MEETING MONDAY, MARCH 4, 2024 AT 7:00 P.M.

Mike Kalinich Sr. City Council Chamber 18688 Royalton Road, Strongsville, Ohio

AGENDA

- 1. CALL TO ORDER:
- 2. PLEDGE OF ALLEGIANCE:
- CERTIFICATION OF POSTING:
- 4. ROLL CALL:
- 5. COMMENTS ON MINUTES:
 - Regular Council Meeting February 20, 2024
- 6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
- 7. REPORTS OF COUNCIL COMMITTEE:
 - ECONOMIC DEVELOPMENT Clark
 - BUILDING & UTILITIES Roff
 - PUBLIC SAFETY AND HEALTH Roff
 - RECREATION AND COMMUNITY SERVICES Spring
 - SCHOOL BOARD Spring
 - FINANCE Short
 - SOUTHWEST GENERAL HEALTH SYSTEM Short
 - COMMUNICATIONS AND TECHNOLOGY Kaminski
 - PLANNING, ZONING AND ENGINEERING Kosek
 - PUBLIC SERVICE AND CONSERVATION Kosek
 - COMMITTEE-OF-THE-WHOLE Carbone
- 8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
- 9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2024-026 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING A JOB/PAYROLL CREATION INCENTIVE GRANT FOR ARK TRANSPORTATION LTD., AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-027 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 6 AND 7 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND GILBANE BUILDING COMPANY IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER PROJECT, AND DECLARING AN EMERGENCY.
- Resolution No. 2024-028 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE 2024 PAVEMENT RECONSTRUCTION PROGRAM IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-029 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT FOR THE PURCHASE OF TWO (2) WESTERN STAR 47X CAB AND CHASSIS UNITS, WITH APPURTENANCES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN GREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-030 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO EMPLOY SPECIAL LEGAL COUNSEL AND ENTER INTO A RETAINER AGREEMENT FOR PROFESSIONAL SERVICES TO THE CITY OF STRONGSVILLE IN CONNECTION WITH MATTERS RELATING TO BOND COUNSEL SERVICES FOR MUNICIPAL BUILDING IMPROVEMENT PROJECTS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2024-031 by Mayor Perciak and All Members of Council. A RESOLUTION IN SUPPORT OF THE PASSAGE OF THE STRONGSVILLE CITY SCHOOL DISTRICT RENEWAL LEVY (ISSUE NO. 25) ON THE MARCH 19, 2024 BALLOT.
- 11. COMMUNICATIONS, PETITIONS AND CLAIMS:
- 12. MISCELLANEOUS BUSINESS:
- 13. ADJOURNMENT:



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 - <u>026</u>

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING A JOB/PAYROLL CREATION INCENTIVE GRANT FOR ARK TRANSPORTATION LTD., AND DECLARING AN EMERGENCY.

WHEREAS, the retention and creation of jobs and employment opportunities is integral to the continued economic health of the City of Strongsville, Ohio, and its citizens; and

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution grants municipalities the authority to exercise all powers of local self-government, and to adopt and enforce within their limits such local police, sanitary and other similar regulations, as are not in conflict with general laws; and

WHEREAS, Article I of the Charter of the City of Strongsville provides that the City shall have all powers of local self-government and municipal home rule now or hereafter granted to municipalities by the Constitution and laws of Ohio; and further that the powers of the City may also be exercised in such manner as may now or hereafter be provided by the general laws of Ohio not conflicting with the City Charter or Ordinances; and

WHEREAS, the use of governmental resources for the promotion of economic development in the community is in the public interest and is a proper exercise of municipal powers pursuant to Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, to this end, by adoption of Ordinance No. 2013-234, the City authorized a Job/Payroll Creation Incentive Grant Program to provide incentives to businesses to create or expand employment opportunities within the City of Strongsville without utilizing tax revenues or impacting negatively upon the local school system; and

WHEREAS, the Director of Economic Development has recommended that a Job/Payroll Creation Incentive Grant application be approved and that a grant be awarded to ARK TRANSPORTATION LTD., currently located at 17830 Englewood Drive, Suite 23, Middleburg Heights, Ohio, based upon its application that it is a shipping, logistics and supply chain company; and

WHEREAS, Ark Transportation, Ltd., as employer, is committing to the creation of approximately 103 new full-time jobs by January, 2031, in Strongsville, with a total new payroll of \$8,800,000.00, all arising after the effective date of the application being January 12, 2024, in accordance with Program guidelines.

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

Section 1. That pursuant to Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution, and City Ordinance No. 2013-234, this Council hereby approves the application of ARK TRANSPORTATION LTD., duly filed with the City on January 12, 2024, and authorizes the creation of a Job/Payroll Creation Incentive Grant to Ark Transportation Ltd. for a term and amount as predicated upon its application, Exhibit 1, and pursuant to the Program's

CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2024 - 026 Page 2

terms and conditions as reflected in Exhibit 2, both of which are attached hereto and made a part hereof and which collectively shall constitute the agreement between the applicant and the City.

Section 2. That as further specified in the Incentive Grant Program, if the within project does not proceed as specified in the application, Exhibit 1, or if the company were to leave the City during the term of agreement, then Council may rescind the agreement and/or require repayment of grant monies.

Section 3. That Council hereby authorizes and appropriates funding and payment for the Job/Payroll Creation Incentive Grant from the City's non-tax revenue sources, including but not limited to the following: interest income, permit fees, activity fees, service charges, and tax incentive application and monitoring fees for Ark Transportation Ltd., which shall be paid from the General Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the authorization and approval of the Job/Payroll Creation Incentive Grant is necessary to create new jobs and new payroll within the City of Strongsville in furtherance of the City's economic development and well-being, and to generate additional tax dollars now and in the future. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

	President of C	Council	Approved:	Mayor
Date Passed:_			Date Approved:	
	<u>Yea</u>	<u>Nay</u>	Attest:Cler	k of Council
Carbone Clark Kaminski Kosek Roff Short Spring			Ord. No 2024- 03 1st Rdg 2nd Rdg 3rd Rdg Public Hrg	### Amended:



CITY OF STRONGSVILLE Application Job/Payroll Creation Incentive Grant Program

Applicant Information:

Business Name/Entity Form: Ark Transportaion, Veroot, Delivered, Shipping Pilot				
Current Address: 17830 Englewood Dr STE 23, Middleburg Heights, OH 44130				
Company Website: www.arktransportation.com; www.veroot.com; www.shipdelivered.com; www.shippingpilot.com				
NAICS Code: Delivered – 492110, Veroot - 513210, Ark - 488510				
Contact Name & Title: Andrew Hurst, CEO				
Contact e-mail Address: andrewh@arktrans.com				
Contact Phone: 440-891-0088				
Current Number of Full-Time Permanent Employees in Strongsville: 0				
Current Payroll in Strongsville: \$0				
Brief Company Description: Ark: Shipping, Logistics, and Supply Chain;				
Veroot: SaaS Compliance and vendor management software				
Delivered: Nationwide Parcel Service				
Shipping Pilot: 3PL, warehousing, fullfilment, e-commerce logistics				

Principal Owners/Officers: Andrew Hurst
Federal Identification No. (FEIN):
Does your firm owe any monies to the State of Ohio, a State agency or Political Subdivision? If so, please explain: No
Project Information:
Brief Project Description: Ark Transportation, Veroot, Delivered, and Shipping Pilot will consolidate
will consolidate personnel and operations into a single location in the City of Strongsville, OH.
This facility will act as the global headquarters and accomidate rapid growth and expansion.
Project Address/Location(s): 13000 darice parkway strongsville oh 44149
Project Start Date: January 2024
Estimated Completion Date: January 2031
*New Full-Time Permanent Jobs Created by the Project: 103
*New Payroll Created by the Project: \$8,800,000
Total Project Investment:
Real Property Investment:
Personal Property Investment:
Application Fee:
• A non-refundable fee of \$ is to be submitted with this application. A copy of the application will be attached to the final Job/Payroll Creation Incentive Grant Program Agreement, which must be submitted to City Council for approval.

^{*} Note: Certain required thresholds under the Program must be met in order to receive a grant.

Certification of Information:

Submission of this application expressly authorizes the City of Strongsville to contact any agency to confirm the statements contained herein. The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct, and is subject to all penalties for falsification provided under law.

Andrew Hurst Digitally signed by Andrew Hurst Date: 2024.01.12 15:14:15 -05'00'	
Signature	Printed Name
Title	Date

Please submit completed application to:

The City of Strongsville

Department of Economic Development 16099 Foltz Parkway, Strongsville, Ohio 44149 Attention: Brent Painter, Director of Economic Development (440) 580-3118

brent.painter@strongsville.org



JOB/PAYROLL CREATION INCENTIVE GRANT PROGRAM

The City of Strongsville has established a Job/Payroll Creation Incentive Program that offers incentives to eligible businesses that are creating new, full-time jobs generating new payroll. The City will offer an eligible company an annual grant payment based on a percentage of the annual payroll withholding taxes generated by jobs that are new to the City of Strongsville.

Program Parameters/Requirements:

- The program will be structured as an incentive grant based upon the creation of new full-time jobs and payroll.
- Strongsville's payroll withholding tax is 2%. Grants are based upon a percentage of the payroll tax withheld for new jobs created as a result of an approved project (See Grant Guidelines below). Grants will be awarded using non-tax revenues.
- Each grant application must be approved by City Council and the Mayor through a specific grant agreement, prior to the applicant company undertaking the project.
- The program will be available to businesses committing to a re-location/expansion into Strongsville or existing Strongsville businesses committing to an increase of jobs and payroll in the City.
- In order to be eligible, a company locating a new business in Strongsville must create a minimum of thirty (30) new full-time jobs within a 3-year period generating a minimum new annual payroll of \$6,000,000 to the City of Strongsville and as indicated in their application.
- A company already located in Strongsville and expanding at its current facility, or expanding at a new facility within the City, must create within a 3-year period thirty (30) new full-time jobs generating a minimum annual payroll of \$6,000,000 new to the City of Strongsville, while maintaining its current employee payroll.
- All applicants must meet the minimum required number of additional new full-time jobs and new annual payroll to new or existing Strongsville businesses to be eligible, and as measured against current jobs and current payroll at time of application.
- No grant funds will be awarded until required and agreed upon minimum thresholds are met for both new full-time jobs and new annual payroll as set forth in the specific Job/Payroll Creation Grant Agreement with the City, and consistent with the above parameters. The term of the grant starts only once designated targets are met. Such targets must be maintained for each year in order to be eligible to receive the grant for that particular year.
- Independent contractor positions do not qualify as full-time jobs.
- The following categories are not eligible altogether under the Program: Retail and food service businesses; public utilities; state, federal or local governmental units, agencies or entities.



Grant Guidelines:

The maximum grant will be for eight (8) years* and 30%. All grants will be based on actual new jobs and payroll according to the following schedule:

Minimum New Full-Time Jobs Created	New Annual Payroll	Length of Grant	Award Rate
N/A	Less than \$6 million	N/A	N/A
30	\$6 million to \$9.99 million	3 years	25%
50	\$10 million to \$11.99 million	3 years	30%
70	\$12 million to \$13.99 million	4 years	30%
90	\$14 million to \$15.99 million	5 years	30%
110	\$16 million to \$17.99 million	6 years	30%
130	\$18 million to \$19.99 million	7 years	30%
150	\$20 million or above	8 years	30%

*Notwithstanding the technical parameters of the grant guidelines, an applicant may be eligible for a grant with a term not to exceed ten (10) years at a 30% award rate at the City's sole discretion only if both of the following circumstances are established: (a) The project must create at least a 75% increase over the grant guideline threshold for new annual payroll of \$20 million (i.e. \$35 million) and/or new jobs requirement of 150 new permanent full-time jobs (i.e. at least 265 new full-time jobs); and (b) is identified by the City of Strongsville as having additional extraordinary circumstances associated with the project.

- For companies already located in Strongsville, only new jobs and payroll shall be used to
 determine the number of years and the award percentage of the grant. The company will
 be required to maintain the workforce level and payroll that are current when the grant
 application is filed.
- If the company is leasing space, the number of years of the grant may be limited so as not to exceed the current lease term.
- If a company has multiple locations in the City and total new employment and new payroll requirements are met at any combination of locations within the City, then the company will qualify for the grant payments.
- City Council will have the discretion to customize allowable time frames for each grant agreement when unusual circumstances may warrant, so long as consistent with the parameters and intent of this Program.
- Only new payroll attributable to new employees and paid after the effective date of the application will be eligible for purposes of calculating the amount of the grants awarded.



Application Procedures:

Application forms will be available from the Economic Development Department. A non-refundable application fee of \$500.00 in the form of a check payable to the City of Strongsville shall be submitted with the application to cover administrative costs.

Program Funding:

Funding for the grant program will be charged and paid from non-tax generated revenues, including but not limited to, interest income, permit fees, service charges, activity fees, and tax incentive application and monitoring fees.

Claw Back Provision:

Each grant agreement will include a binding claw back provision requiring, at the option of the City, repayment of grant monies if the company leaves the City during the term of the agreement.

Annual Reporting:

- Upon the City's request and on forms provided by the City, companies must submit an annual Job/Payroll Creation Grant report documenting new employment and payroll, and providing whatever additional information is requested by the Director of Finance. This report will be required annually during each year that a grant is being awarded.
- The annual performance reports will be reviewed by the Director of Economic Development and the Finance Director. An annual summary report of all grants activity will be prepared by the Director of Economic Development and transmitted to the Mayor and City Council.

Termination of Agreement:

• If the project does not proceed as specified in the agreement, or the company leaves the City during the term of agreement, then Council may rescind the agreement upon recommendation of the Administration.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 - 027

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 6 AND 7 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND GILBANE BUILDING COMPANY IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2023-106, Council authorized the Mayor to enter into a contract with Gilbane Building Company, in connection with the Strongsville Town Center Project, in the City of Strongsville, (the "Project"), in an amount not to exceed \$8,901,779.00; and

WHEREAS, by and through Ordinance Nos. 2023-137, 2023-158 and 2024-011, the City's authorized Owner's Representative for this Project, RFC Contracting, Inc. recommended, and the City Engineer determined it would be in the best interests of the City to approve Change Order Nos. 1 through 5, to include as part of the Project various additional work required for the Project to continue, all in the net total amount of \$209,836.00, for an increase in the total Project cost to \$9,111,615.00; and

WHEREAS, at this time, the City's authorized Owner's Representative has now recommended, and the City Engineer has determined, it would be in the best interests of the City to include further changes in the work performed or to be performed on the Project by Gilbane Building Company, generally being additional required waterline and sanitary sewer construction, changes requested by the City for tennis and pickle ball court lighting, along with miscellaneous electrical changes, a temporary stone road for crane access, and various other work and fees, all as more fully set forth in Change Order Nos. 6 and 7, attached hereto as Exhibits A and B respectively, and incorporated herein as if fully rewritten, in the total amount of \$284,524.00, for a new total Project cost of \$9,396,139.00; and

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order Nos. 6 and 7 to the contract in the total amount of \$284,524.00, as recommended by the City's Owner's Representative and City Engineer, and reflected on Exhibits A and B respectively; and after the issuance and approval of said Change Order Nos. 6 and 7 and compliance with the terms and conditions of the contract, to direct the Director of Finance to make payment to **GILBANE BUILDING COMPANY** in the additional amount of \$284,524.00, thereby increasing the total Project cost to \$9,396,139.00.

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the Town Center Fund.

CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2024 - <u>027</u> Page 2

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for changes in the work in order to properly and timely complete the Project, and to facilitate payment to the contractor for changes in the work, to avoid potential legal problems, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

	President of	Council	Approved	Mayor	ALUMA T
Date Passed:			Date Approved:		
	<u>Yea</u>	<u>Nay</u>	Attest:Cler	k of Council	
Carbone Clark Kaminski Kosek Roff Short Spring			Ord. No 2024~()6 1 st Rdg	Ref:Ref:Ref:Ref:Ref:Ref:Ref:	
			Public Hrg Adopted:	Ref: Defeated:	



Change Order

PROJECT: (Name and address)
Strongsville Town Center
18100 Royalton Road
Strongsville, OH 44136

CONTRACT INFORMATION: Contract For: General Construction Date: 07/26/2023 CHANGE ORDER INFORMATION: Change Order Number: 006 Date: February 15, 2024

OWNER: (Name and address)
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

ARCHITECT: (Name and address)
Brandstetter Carroll, Inc.
1220 West Sixth Street, Suite 300
Cleveland, OH 44113

CONTRACTOR: (Name and address)
Gilbane Building Company
950 Main Avenue, Suite 1410
Cleveland, OH 44113

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR-6 Site Utility Plan Scale Issue

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

\$ 8,901,779.00
209,836.00
9,111,615.00
47,615.00
\$ 47,615.00
9,159,230.00

The Contract Time will be unchanged by zero (0) days. The new date of Substantial Completion will be 08/09/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Brandstetter Carroll, Inc. ARCHITECT (Firmy name)	CONTRAC Representation of the contract of the	OWNER (Firm name)
SIGNATURE	E=dfocht@gilbaneco.com. O=Gilbane Building Company, OU=Project Manager, CN=Dan Focht	SIGNATURE
Nancy Nozik, Vice President PRINTED NAME AND TITLE	PRINTED Date: 2024.02.19 PRINTED IF AND T17.4 F03-05'00'	PRINTED NAME AND TITLE
DATE	DATE	DATE



Change Order

PROJECT: (Name and address)
Strongsville Town Center
18100 Royalton Road
Strongsville, OH 44136

CONTRACT INFORMATION: Contract For: General Construction Date: 07/26/2023

Change Order Number: 007 Date: February 19, 2024

CHANGE ORDER INFORMATION:

OWNER: (Name and address)
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

ARCHITECT: (Name and address)
Brandstetter Carroll, Inc.
1220 West Sixth Street, Suite 300
Cleveland, OH 44113

CONTRACTOR: (Name and address)
Gilbane Building Company
950 Main Avenue, Suite 1410
Cleveland, OH 44113

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR-7 Court Lighting

The original Contract Sum was \$8,901,779.00
The net change by previously authorized Change Orders \$257,451.00
The Contract Sum prior to this Change Order was \$9,159,230.00
The Contract Sum will be increased by this Change Order in the amount of \$236,909.00
The new Contract Sum including this Change Order will be \$9,396,139.00

The Contract Time will be unchanged by zero (0) days. The new date of Substantial Completion will be 08/09/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Brandstetter Carroll, Inc. ARCHIFECT (Firm name)	CONTRA(R (Firm Right) signed by Dan	OWNER (Firm name)
Many/c // gill SIGNATURE	DN: C=US, E=dfoch(@gllbaneco.com, 0=Gllbane Building Company, OU=Project	SIGNATURE
Nancy Nozik, Vice President PRINTED NAME AND TITLE	Manager, CN=Dan Focht Date: 2024.02.21 PRINTED	PRINTED NAME AND TITLE
2/20/2024 DATE	DATE	DATE

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EX.B

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 - 028

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE 2024 PAVEMENT RECONSTRUCTION PROGRAM IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

- **Section 1.** That the Mayor be and is hereby authorized to advertise for bids for the 2024 Pavement Reconstruction Program, consisting of removal and replacement of concrete pavement, catch basin reconstruction, and replacement of curbs and ramps, in accordance with specifications and bid documents on file in the office of the City Engineer, which are in all respects hereby approved.
- **Section 2.** That the funds for the purposes of this Resolution have been appropriated and shall be paid from the General Capital Improvement Fund.
- **Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- **Section 4.** That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to advertise for bids in order to contract for improvements to various public roadways in the City, ensure safe travel for the residents and the public, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

	President of	Council	Approved:Mayor	
Date Passed:			Date Approved:	
	<u>Yea</u>	<u>Nay</u>	Attest:Clerk of Council	
Carbone Clark Kaminski Kosek Roff Short Spring			RES Amended: 1st Rdg. Ref: 2nd Rdg. Ref: 3rd Rdg. Ref:	
			Public HrgRef: Adopted: Defeated:	

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 - <u>029</u>

By: Mayor Perciak and All Members of Council

AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT FOR THE PURCHASE OF TWO (2) WESTERN STAR 47X CAB AND CHASSIS UNITS, WITH APPURTENANCES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in, among other things, contracts of the Ohio Department of Transportation for the purchase of vehicles, machinery, materials, supplies or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of two (2) new Western Star 47X cab and chassis units, with appurtenances, through the State of Ohio Department of Transportation Contract ID CTR018305, Index No. DOT023-24, for use by the Service Department of the City.

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

Section 1. That Council approves and authorizes the Mayor's request for authority in the name of the City of Strongsville to participate in the Ohio Department of Transportation contract with CLEVELAND FREIGHTLINER, INC. dba VALLEY FREIGHTLINER, STERLING & WESTERN STAR TRUCKS OF CLEVELAND for the purchase of two (2) new Western Star 47X cab and chassis units, with appurtenances, for use by the Service Department of the City, which contract the Department will have entered into pursuant to Revised Code Section 5513.01(B), in an amount not to exceed \$256,736.00, and as reflected on Exhibit A attached hereto.

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of the Ohio Department of Transportation for such purchases, and to directly pay the vendor under such contract of the Ohio Department of Transportation in which the City participates for the items it receives pursuant to the contract.

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Transportation Cooperative Purchasing Program.

Section 4. That the funds for the purposes of said contract have been appropriated and shall be paid from the Street Construction, Maintenance & Repair Fund.

CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2024 – <u>029</u> Page 2

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and purchase of such equipment in order to maintain continuity in the operation of the Service Department of the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

	President o	of Council	Approved:	Mayor	
Date Passed	:		Date Approved:	•	
	<u>Yea</u>	Nay	Attest:Clerk of	Council	
Carbone Clark Kaminski Kosek Roff Short Spring			Ord. No.2024-029 1 st Rdg	_Amended: Ref: Ref: Ref:	
			Public HrgAdopted:	Ref:	

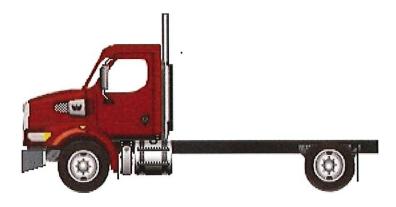
STRONGSVILLE, OH 44149 Phone: 440-580-3176 Prepared by: Greg Simonic VALLEY FREIGHTLINER, INC. 10901 Brookpark Rd Parma, OH 44130 Phone: 216-267-4800

A proposal for STRONGSVILLE CITY OF

Prepared by **VALLEY FREIGHTLINER, INC.**Greg Simonic

Feb 29, 2024

Western Star 47X



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

Application Version 11.9.606 Data Version PRL-28X.030 WSTR47X ODOT 023-22 ITEM 1 Strongsville 02/29/2024 11:13 AM

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STRONGSVILLE, OH 44149 Phone: 440-580-3176 Prepared by: Greg Simonic VALLEY FREIGHTLINER, INC. 10901 Brookpark Rd Parma, OH 44130 Phone: 216-267-4800

SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear	
Price Level				
PRL-28X	WST 47X/49X PRL-28X (EFF:MY25 ORDERS)			
Data Version				
DRL-030	SPECPRO21 DATA RELEASE VER 030			
Vehicle Configurat	ion			
001-470	WESTERN STAR 47X	9,050	6,525	
004-225	2025 MODEL YEAR SPECIFIED			
002-004	SET BACK AXLE - TRUCK			
019-008	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560, WITHOUT END OF FRAME AIR CONNECTIONS	15	15	
003-001	LH PRIMARY STEERING LOCATION			
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			
99D-027	EPA EMISSIONS CERTIFICATION FOR REGISTRATION OUTSIDE CARB STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)			
AF2-998	NONE			
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			
995-1A5	WESTERN STAR VOCATIONAL WARRANTY			
A66-99D	EXPECTED FRONT AXLE(S) LOAD: 18000.0 lbs			

STRONGSVILLE, OH 44149 Phone: 440-580-3176

Data Code	Description	Weight Front	Weight Rear
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD: 23000.0 lbs		
A67-99D	EXPECTED PUSHER AXLE(S) LOAD: 0.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 41000,0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT: 80000.0 lbs		
uck Service			
AA3-018	FRONT PLOW/END DUMP BODY		
AF3-1N7	CONCORD ROAD EQUIPMENT		
actor Service			
AA2-005	FLATBED TRAILER		
AH6-001	SINGLE (1) TRAILER		
ngine			
101-3BT	CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM	-850	-70
ectronic Paramel			
79A-065	65 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-015	PTO MODE ENGINE RPM LIMIT - 2100 RPM		
79P-007	PTO RPM WITH CRUISE SET SWITCH - 1100 RPM		
79Q-007	PTO RPM WITH CRUISE RESUME SWITCH - 1100 RPM		
79U-006	PTO GOVERNOR RAMP RATE - 200 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
79W-025	CRUISE CONTROL BUTTON PTO CONTROL AND ONE REMOTE PTO SPEED		
79X-008	PTO SPEED 1 SETTING - 1100 RPM		
80G-014	PTO MINIMUM RPM - 650		
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
80S-017	PTO 1, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, ENGAGE WHILE DRIVING INTERLOCKS		
	ENGINE MOUNT PTO, TEM SUPPLIED REQUEST		

STRONGSVILLE, OH 44149 Phone: 440-580-3176

	Data Code	Description	Weight Front	Weight Rear	
	99C-024	EPA 2010/GHG 2024 CONFIGURATION			
	13E-001	STANDARD OIL PAN			
	105-001	ENGINE MOUNTED OIL CHECK AND FILL			
	014-111	SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER, WITH INSIDE/OUTSIDE AIR AND SNOW DOOR			
	124-1E1	DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	-10		
	292-222	(3) DTNA GENUINE, HIGH TEMP AGM STARTING AND CYCLING, MIN 2775CCA, 570RC, THREADED STUD BATTERIES			
	290-1AC	PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB			
	282-013	BATTERY BOX MOUNTED UNDER PASSENGER SEAT			
	291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			
	289-006	PLASTIC BATTERY BOX COVER			
	293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2		
N	295-003	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART CHASSIS MOUNTED LH BACK OF CAB	4		
	107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			
	152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			
	128-1AR	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF WITH BRAKE LAMPS	20		
	016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE			
	28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH			
	239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			
	233-017	STANDARD CURVE BRIGHT UPPER STACK(S)			
	237-1CR	RH CURVED VERTICAL TAILPIPE 8-PILLAR MOUNTED ROUTED FROM STEP			

STRONGSVILLE, OH 44149 Phone: 440-580-3176 Prepared by: Greg Simonic VALLEY FREIGHTLINER, INC. 10901 Brookpark Rd Parma, OH 44130 Phone: 216-267-4800

Data Code	Description	Weight Front	Weight Rear
23U-027	8 GALLON DIESEL EXHAUST FLUID TANK		
23Z-005	UNPOLISHED ALUMINUM WST DIESEL EXHAUST FLUID TANK COVER		
43X-001	LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
122-1H4	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND 12 VOLT PREHEATER	10	
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-109	1400 SQUARE INCH VOCATIONAL RADIATOR WITH PROTECTION PACKAGE	20	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45	
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-230	-130
Transmission Equ	ilpment		
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND		

TRV

STRONGSVILLE, OH 44149 Phone: 440-580-3176

Data Code	Description	Weight Front	Weight Rear	
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-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			
85H-159	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 4000 RPM - ALLISON 5TH GEN TRANSMISSIONS			
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON			
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			
370-006	WATER TO OIL TRANSMISSION COOLER			
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			
Front Axle and Equip	oment			
400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	90		en e
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	20		

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Data Code	Description	Weight Front	Weight Rear
402-013	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON 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		
405-031	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS		
536-104	DUAL POWER STEERING GEARS, BENDIX 16- 20K	80	
534-003	4 QUART POWER STEERING RESERVOIR	5	
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-005	18,000# FLAT LEAF FRONT SUSPENSION	240	
619-002	THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS	na ann an t-ann a t-ann an t-	aanna caaagaa maanny aroon oo yo oo oo yayaa ganna dabbahaa ah ah dhaa badhadhadhadhadhadhadhadhadhadhadhadhadh
Rear Axle and Equip	oment		
420-051	CUMMINS-MERITOR RS-23-160 23,000# R- SERIES SINGLE REAR AXLE		-2,260
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		30
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-011	SPL170 XL DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES	-75	-75
388-998	NO INTERAXLE (#3) DRIVELINE		
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
* 87B-015	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH		

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	Data Code	Description	Weight Front	Weight Rear	
	423-085	MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			
	433-002	NON-ASBESTOS REAR BRAKE LINING			
	434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)			
	451-023	CONMET CAST IRON REAR BRAKE DRUMS			
	425-002	REAR BRAKE DUST SHIELDS		5	
	440-006	REAR OIL SEALS			
	426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		-20	
	428-031	HALDEX AUTOMATIC REAR SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS			
	41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			
	42T-001	STANDARD REAR AXLE BREATHER(S)			
Real	r Suspension				
*	622-1DF	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		200	
	621-108	9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)			
	431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			
	623-005	FORE/AFT CONTROL RODS			
	439-998	NO REAR SHOCK ABSORBERS		-30	
Pus	her / Tag Equip	oment			
10,000,000,000	429-998	NO PUSHER/TAG BRAKE DUST SHIELDS			er tower Carlotter and Car
Bral	ke System				
	490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH			
	871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			
	432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			
	480-040	WABCO SYSTEM SAVER 1200 HEATED AIR DRYER WITH PRESSURE CONTROL VALVE			
	483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER			
N	479-006	AIR DRYER MOUNTED OUTBOARD ON RH RAIL			
	460-019	ALUMINUM AIR BRAKE RESERVOIRS MOUNTED INSIDE RAILS	-10	-15	

STRONGSVILLE, OH 44149 Phone: 440-580-3176 Prepared by: Greg Simonic VALLEY FREIGHTLINER, INC. 10901 Brookpark Rd Parma, OH 44130 Phone: 216-267-4800

Data Code	Description	Weight Front	Weight Rear
477-019	BW DV-2 AUTO DRAIN VALVE WITH HEATER TO WET TANK; DRAIN VALVE CABLES ON ALL OTHER TANKS		
Trailer Connections			
* 296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
	RIMARY CONNECTOR/RECEPTACLE WIRED FOR C O OWERED T HROUGH IGNITION	MBO STOP/TUR	N, ABS CENTER PIN
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
Wheelbase & Frame			
545-392	3925MM (155 INCH) WHEELBASE		
546-1C3	11.0MM X 85.0MM X 287.0MM STEEL FRAME (0.43X3.35X11.30 INCH) 120 KSI	-180	280
552-037	1775MM (70 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH	-30	80
549-036	12 INCH INTEGRAL FRONT FRAME EXTENSION	50	
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA): 89.37 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL: 281.36 in		
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN: 44.34 in		
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN: 40.74 in		
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN: 43.33 in		
ZF4-99D	FRAME HEIGHT TOP REAR LADEN: 40.41 in		
553-001	SQUARE END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-015	STANDARD CAST ALUMINUM CROSSMEMBER BACK OF TRANSMISSION		
562-063	STANDARD CAST ALUMINUM MIDSHIP		
572-078	HEAVY DUTY REAR C-CHANNEL CROSSMEMBER, NON-TOWING		70
565-001	STANDARD SUSPENSION CROSSMEMBER		20
* 568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER	gad Qualqqaaqqaqqaqaqaqaa ahabaasa miskabii ki seesiin o	
Chassis Equipment			

UNPOLISHED ALUMINUM WST EQUIPMENT

COVERS

025-001

STRONGSVILLE, OH 44149 Phone: 440-580-3176

Data C	Code [Description	Weight Front	Weight Rear	
556-99	97 (DMIT FRONT BUMPER, CUSTOMER INSTALLED BPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-60		
558-99	86	NO FRONT TOW HOOKS	-15		
574-99	1 86	NO LICENSE PLATE MOUNTING			
585-04	42 I	BETTS B-25 PAINTED MUDFLAP BRACKETS		15	
* 590-99	99 (CUSTOM MUDFLAPS			
	BLA	CK MUDFLAPS			
551-0	34	CLASS 10.9 THREADED METRIC FASTENERS			
44Z- 0		EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE, SECONDARY COVERING, & CONNECTOR PROTECTION			
Fuel Tanks					
204-1		70 GALLON/264 LITER ALUMINUM FUEL TANK - LH			
218-0	06	25 INCH DIAMETER FUEL TANK(S)			
215-0		PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS			
212-0	07	FUEL TANK(S) FORWARD			
664-0	01	PLAIN STEP FINISH			
205-0	01	FUEL TANK CAP(S)			
216-0)20	EQUIFLO INBOARD FUEL SYSTEM			
202-0)16	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			
Tires					
093-1	IRJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		
094-	17X	MICHELIN X MULTI D+ 11R22.5 16 PLY RADIAL REAR TIRES		60	g gather to make the state of the
Wheels					
502-6	664	ALCOA ULTRA ONE 89U63X 22.5X9.00 10-HUB PILOT 3.12 INSET 10-HD ALUMINUM FRONT WHEELS	-44		
505-	766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-124	,
524-	022	POLISHED DISC SIDE FRONT WHEELS WITH DURA-BRIGHT FINISH			
525-	023	POLISHED OUTER (DISHED SIDE) REAR WHEELS WITH OUTER ONLY DURA-BRIGHT FINISH			
496-	011	FRONT WHEEL MOUNTING NUTS			

STRONGSVILLE, OH 44149 Phone: 440-580-3176

	Data Code	Description	Weight Front	Weight Rear	
	497-011	REAR WHEEL MOUNTING NUTS			
Cab Ex	terior				
	829-053	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB			ì
	82A-028	STAINLESS STEEL CAB ACCENT MOLDING			
	667-001	FRONT FENDERS			
	754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10		
	678-066	INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES			
	65X-010	BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS			
	640-016	X-SERIES STEEL REINFORCED ALUMINUM CAB			
	644-048	X-SERIES VOCATIONAL HOOD			
	67U-001	HOOD OPENING ASSIST WITH LOCKING STRUT			
	652-016	WESTERN STAR NAMEPLATES			
	727-1AY	SINGLE AIR HORN UNDER LH DECK	-4		
	726-001	SINGLE ELECTRIC HORN			
	575-001	REAR LICENSE PLATE MOUNT END OF FRAME			
	312-095	DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM			
	302-072	ROOF MOUNTED LED MARKER LIGHTS			
	314-823	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH SINGLE CONNECTION AT LH FORWARD			
	311-001	DAYTIME RUNNING LIGHTS			
	294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS			
	300-043	LED SIDE TURN SIGNAL			
	744-106	C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, STAINLESS STEEL BACK COVER, AND BLACK C-BAR			
	796-001	102 INCH EQUIPMENT WIDTH			
	743-209	LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS			
	74A-001	RH DOWN VIEW MIRROR			
	74B-114	RH AND LH HEATED BLACK HOOD/FENDER MOUNTED SIDE VIEW MIRRORS WITH BRIGHT FINISH MOUNTING ARM	8		
	729-001	STANDARD SIDE/REAR REFLECTORS			

STRONGSVILLE, OH 44149 Phone: 440-580-3176

	Data Code	Description	Weight Front	Weight Rear	
	677-098	UNPOLISHED ALUMINUM WST AFTERTREATMENT SYSTEM COVER			
	768-064	SINGLE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH			
	663-019	1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD			
	659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR			
Cab Into	erior				
	055-015	X-SERIES BASE INTERIOR TRIM LEVEL PACKAGE			
	707-1C3	CHARCOAL BLACK VINYL BASE LEVEL INTERIOR			
	70K-016	CARBON WITH BASE BLACK ACCENT			
	772-001	BLACK MATS			
	785-014	(2) DASH MOUNTED POWER OUTLETS AND COIN TRAY			
	691-001	FORWARD ROOF MOUNTED CONSOLE			
	693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS			
	741-015	(2) COAT HOOKS ON BACKWALL OF CAB			
	738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY			
	170-015	STANDARD HEATER PLUMBING			
	698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER			
	739-033	STANDARD INSULATION			
	324-1B3	STANDARD LED CAB LIGHTING			
	787-998	NO SECURITY DEVICE			
	657-138	ALL UNIT (S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1041			
	78G-004	KEY QUANTITY OF 4			
	655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION			
	64C-003	BLACK DOOR HANDLES			
	756-1J6	PREMIUM 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	20		
	760-294	BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT			

STRONGSVILLE, OH 44149 Phone: 440-580-3176

	Data Code	Description	Weight Front	Weight Rear
	759-009	INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST	2	
	758-139	BLACK VINYL DRIVER SEAT COVER WITH NO LOGO		
	761-138	BLACK MORDURA CLOTH PASSENGER SEAT COVER WITH NO LOGO		
	763-1AA	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS		
	532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
	540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
	765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instrum	ents & Cont	rols		
*:::::::::::::::::::::::::::::::::::::	185-004	STANDARD FOOT PEDAL SYSTEM	24,00m2 (12,000,076) (13,000,000,000) (14,000,000) (14,000,000)	and the first transfer of the first first first transfer of the first first transfer of the first first first transfer of the first
	106-002	ELECTRONIC ACCELERATOR CONTROL		
	870-001	BLACK GAUGE BEZELS		
	734-018	STANDARD CENTER INSTRUMENT PANEL		
	840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
	198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
	721-021	87 DB TO 112 DB SELF-ADJUSTING BACKUP ALARM		3
	149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
	156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
	339-007	AUXILIARY POWER DISTRIBUTION MODULE FOR TEM USE, AUXILIARY EVAULT MOUNTED, CIRCUIT BREAKER PROTECTED		
	811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
	81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
	160-045	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR WITH DUST CAP LOCATED BELOW LH DASH		
	844-001	2 INCH ELECTRIC FUEL GAUGE		
	148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		

STRONGSVILLE, OH 44149 Phone: 440-580-3176

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

	Data Code	Description	Weight Front	Weight Rear	
***************************************	856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			
	854-998	NO ENGINE OIL TEMPERATURE GAUGE			
	852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			
	864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			
	867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			
	830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			
	372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			
	736-998	NO OBSTACLE DETECTION SYSTEM			
	73K-998	NO SIDE OBJECT DETECTION SYSTEM			
	72J-998	NO DR ASSIST SYSTEM			
	49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL			
	73B-998	NO LANE DEPARTURE WARNING SYSTEM			
	35M-012	QUICKFIT PROGRAMMABLE INTERFACE MODULE + (8) 20 AMP FUSED RELAYS			
	786-113	GENERIC TELEMATICS PREWIRE (CONSTANT BATTERY POWER/IGNITION/GROUND/J1939); RP1226 TYPE CONNECTOR AT PASSENGER SIDE OF DASH END			
	6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL			
	746-137	AM/FMWB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939			
	747-001	DASH MOUNTED RADIO			
	750-041	STANDARD SPEAKER SYSTEM			
*	753-007	AM/FM ANTENNA MOUNTED ON RH SIDE MIRROR			
	751-998	NO SPEAKER/LEAD FOR 2-WAY RADIO			
	752-998	NO CB ANTENNA, BRACKET OR LEAD			
*	75W-001	HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS			
	810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			
	812-032	ELECTRONIC 2500 RPM TACHOMETER			
	813-1C8	DETROIT CONNECT PLATFORM HARDWARE			

STRONGSVILLE, OH 44149 Phone: 440-580-3176

	Data Code	Description	Weight Front	Weight Rear
	8D1-315	5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
	162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
	329-129	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT		
	4C1-025	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
	4C2-026	HARDWIRE SWITCH #2, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
	4C3-017	HARDWIRE SWITCH #3,ON/OFF LATCHING, 10 AMPS BATTERY POWER		
	4C4-017	HARDWIRE SWITCH #4,ON/OFF LATCHING, 10 AMPS BATTERY POWER		
	81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
	883-002	REAR SPRING LOADED HAND CONTROL BRAKE VALVE	2	
	842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
	836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
	304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
	882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
	299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
	48H-002	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNTCUTS		
	48C-001	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH CAP		
)esign				
₹.	065-000	PAINT: ONE SOLID COLOR		
Color				
	980-5AA	CAB COLOR A: L2745EY VERMILLION ELITE EY		
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS		
	JUU-UZU	PAINT		

STRONGSVILLE, OH 44149 Phone: 440-580-3176 Prepared by: Greg Simonic VALLEY FREIGHTLINER, INC. 10901 Brookpark Rd Parma, OH 44130 Phone: 216-267-4800

Data Code	Description	Weight Front	Weight Rear
WA4-035	AXLE: DETROIT FRONT ONLY: HD MODERATE 5 YEARS/100,000 MILES/161,000 KM EXTENDED AXLE COVERAGE		
Certification / Com	pliance		
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
	TOTAL VEHICLE SU	JMMAR'	Y

Categories grant program depot a grant grant grant and the grant grant grant grant grant and and a commitment o	Weight	Weight	Total
	Front	Rear	Weight
Factory Weight ⁺	8229 lbs	4599 lbs	12828 lbs
Total Weight ⁺	8229 lbs	4599 lbs	12828 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-217	AXLE: NON-DETROIT SINGLE REAR ONLY: HD MODERATE 5 YEARS/100 000 MILES/161 000 KM EXTENDED COVERAGE

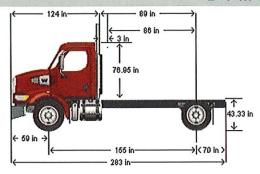
If weight is critical, contact Customer Application Engineering.

⁽⁺⁾ Weights shown are estimates only.

^(***) 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.

STRONGSVILLE, OH 44149 Phone: 440-580-3176 Prepared by: Greg Simonic VALLEY FREIGHTLINER, INC. 10901 Brookpark Rd Parma, OH 44130 Phone: 216-267-4800

DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	47X
Wheelbase (545)	3925MM (155 INCH) WHEELBASE
Rear Frame Overhang (552)	1775MM (70 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)	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)RH OUTBOARD UNDER STEP MOUNTED HORI WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	ZONTAL AFTERTREATMENT SYSTEM ASSEMBLY

TABLE SUMMARY - DIMENSIONS

STRONGSVILLE, OH 44149 Phone: 440-580-3176 Prepared by: Greg Simonic VALLEY FREIGHTLINER, INC. 10901 Brookpark Rd Parma, OH 44130 Phone: 216-267-4800

Dimensions	Inches	
Bumper to Back of Cab (BBC)	123.8	
Bumper to Centerline of Front Axle (BA)	58.7	
Front Axle to Back of Cab (AC)	65.2	
Min. Cab to Body Clearance (CB)	3.0	
Back of Cab to Centerline of Rear Axle(s) (CA)	89.4	
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	86.4	
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	159.3	
Cab Height (CH)	76.9	
Wheelbase (WB)	154.5	
Frame Overhang (OH)	69.9	
Overall Frame Length	281.4	
Overall Length (OAL)	283.1	
Rear Axle Spacing	0.0	
Unladen Frame Height at Centerline of Rear Axle	43.3	

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

STRONGSVILLE, OH 44149 Phone: 440-580-3176 Prepared by: Greg Simonic VALLEY FREIGHTLINER, INC. 10901 Brookpark Rd Parma, OH 44130 Phone: 216-267-4800

QUOTATION

WESTERN STAR 47X

SET BACK AXLE - TRUCK
CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LBFT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
CUMMINS-MERITOR RS-23-160 23,000# R-SERIES
SINGLE REAR AXLE

30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD

DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE 18,000# FLAT LEAF FRONT SUSPENSION 111.6 INCH BBC CONVENTIONAL ALUMINUM CAB 3925MM (155 INCH) WHEELBASE 11.0MM X 85.0MM X 287.0MM STEEL FRAME (0.43X3.35X11.30 INCH) 120 KSI 1775MM (70 INCH) REAR FRAME OVERHANG

PER UNIT TOTAL **TOTAL # OF UNITS (2)** 247,776 VEHICLE PRICE 123,888 \$ **EXTENDED WARRANTY** \$ 4,480 \$ 8,960 **DEALER INSTALLED OPTIONS** \$ 0 \$ 0 \$ **CUSTOMER PRICE BEFORE TAX** 128,368 256,736 **TAXES AND FEES** TAXES AND FEES \$ 0 \$ 0 \$ 0 \$ 0 OTHER CHARGES TRADE-IN TRADE-IN ALLOWANCE \$ (0)\$ (0)(LOCAL CURRENCY) 128,368 **BALANCE DUE** 256,736

This vehicle/vehicles/chassis is proposed under Ohio Department of Transportation contract 023-24 cooperative pricing. Pricing is valid for Ohio municipal purchases and eligibility coincides with contract terms and dates. It is the responsibility of the purchasing entity to determine eligibility and request any permission for cooperative purchasing. Invoicing with payment terms will occur upon delivery of bare chassis within state borders and titles will be transferred and delivered promptly upon receipt of payment. If this is an order (not stock), please consult with your bodybuilder to ensure all dimensions, ratings, and necessary chassis components are included in this specification. The proposed vehicle/vehicles may or may not be available with a variety of safety and collision mitigation options in which the specifications will identify if it/they are included. All specifications and pricing are subject to final production, engineering review, availability, and manufacturer surcharges. A signed proposal or purchase order to this proposal thereby agrees to the pricing, specifications, and terms herein unless other arrangements are documented, but does not guarantee production

3	
APPROVAL:	
Please indicate your acceptance of this quotat	tion by signing below:
Customer: X	Date: / /

02/29/2024 11:13 AM

STRONGSVILLE, OH 44149 Phone: 440-580-3176 Prepared by: Greg Simonic VALLEY FREIGHTLINER, INC. 10901 Brookpark Rd Parma, OH 44130 Phone: 216-267-4800



CENTRAL OFFICE • 1980 WEST BROAD STREET • COLUMBUS, OH 4322 MIKE DEWINE, GOVERNOR • JACK MARCHBANKS, PH.D., DIRECTOR

October 16, 2023

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

Re: 023-24

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 16, 2023 to October 31, 2024.

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,

Jack Marchbanks, Ph.D.

611641163

Director

Ohio Department of Transportation

STRONGSVILLE, OH 44149 Phone: 440-580-3176

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 - 030

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO EMPLOY SPECIAL LEGAL COUNSEL AND ENTER INTO A RETAINER AGREEMENT FOR PROFESSIONAL SERVICES TO THE CITY OF STRONGSVILLE IN CONNECTION WITH MATTERS RELATING TO BOND COUNSEL SERVICES FOR MUNICIPAL BUILDING IMPROVEMENT PROJECTS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

- Section 1. That the Mayor be and is hereby authorized and directed to employ special legal counsel and enter into a retainer agreement with ATTORNEY AMANDA E. GORDON, and the law firm of MCDONALD HOPKINS LLC to provide professional legal services to the City in connection with matters relating to bond counsel services, including financing matters for its municipal building improvement projects in the City of Strongsville, which include energy conservation improvements and other general building improvements, along with advice and proceedings related thereto, as directed by the Law Department, in accordance with their engagement letter attached hereto as Exhibit "A", and as approved by the Law Director.
- **Section 2.** That the funds for the purpose of such services and said agreement have been appropriated and shall be paid from the General Fund; and the Director of Finance be and is hereby authorized and directed to issue payment in accordance with the terms and conditions of such proposal and retainer agreement.
- **Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- **Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the retention of such legal services is immediately necessary in order to preserve and properly maintain City-owned properties, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council	Approved:Mayor
Date Passed:	Date Approved:

CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2024 - <u>030</u> Page 2

	<u>Yea</u>	<u>Nay</u>	Attest:	
			Clerk of Council	
Carbone				
Clark Kaminski	-	W	Ord. No2024-030Amended:	
Kosek			1st Rdg. Ref:	
Roff			2 nd RdgRef:	
Short		·	3 rd RdgRef:	
Spring		***************************************		
			Public HrgRef:	
			Adopted: Defeated:	



A business advisory and advocacy law firm®

Direct Dial: 1.216.348.5708

Email: agordon@mcdonaldhopkins.com

600 Superior Avenue, East Suite 2100 Cleveland, OH 44114

McDonald Hopkins LLC

P 1.216.348.5400 F 1.216.348.5474

February 28, 2024

Direct Dial: 216.348.5708

Email: agordon@mcdonaldhopkins.com

VIA Electronic Mail: strongsville.law@strongsville.org

Name: Neil M. Jamison, Director of Law

City of Strongsville, Ohio

Re: Engagement of McDonald Hopkins LLC

Dear Neil:

McDonald Hopkins LLC ("MH") is very excited to assist the City of Strongsville ("City") in providing legal services with respect to financing and general related matters in connection with its upcoming building improvement projects including energy conservation improvements and other municipal building improvements. MH believes that an effective and successful attorney-client relationship is built on a mutual understanding of how we will work together with you to accomplish your objectives. MH customarily prepares an engagement letter using this format to memorialize our agreement concerning the identity of the client and the terms, scope, and nature of services MH will provide.

If you have any questions concerning this letter now or at any time during the engagement, do not hesitate to contact me. MH endeavors to provide quality services and we view quality communications as a key ingredient.

Identity of Client and Scope of Representation

MH's client for purposes of this letter will be the City. The City is retaining MH to provide legal services pertaining to: bond counsel services including financing matters for its municipal building improvement projects, including energy conservation improvements and other general building improvements and advice and proceedings related thereto; and legal advice and proceedings related to ancillary matters for those energy conservation projects and general building improvement projects such as requests for qualifications and other procurement and bidding matters, negotiation of energy conservation savings and improvement contracts and agreements, and contract compliance and enforcement matters (collectively, the "Engagement").

Legal Fees and Staffing

Amanda E. Gordon will be the lead attorney and contact for the Engagement. If necessary for a particular project, we form a team of attorneys to provide efficient, cost-effective services by involving attorneys and legal assistants with the experience appropriate to the task at hand.

MH will charge fees based typically on an agreed-upon, flat-fee basis payable upon completion of each financing matter. For advice and services outside the financings themselves and not otherwise included within a financing, we will charge fees at the hourly rates of the attorneys involved (not to exceed \$425/hour) which will be billed on a monthly basis or at such other interval as mutually agreed to by the parties. Out of pocket charges and expenses that MH incurs on your behalf will be passed on to you, and for flat-fee financings, will be included in the flat-fee figure. These charges may include messenger and delivery charges, filing fees, and the like. Travel expenses and copy charges will not be included.

Electronic Communication

MH communicates with clients by electronic and other means that are not completely secure against unauthorized access. There is some risk of disclosure and loss of attorney-client privilege in using these forms of communication because they do not ensure the confidentiality of their contents. If you are concerned about our use of any one or more of these forms of communication, please let me know immediately.

Billing

MH will bill upon completion of each financing matter or at another mutually agreeable interval as described above. MH often sends a monthly statement of account, itemizing amounts outstanding as of the date the statement is prepared.

Payment

All invoices are due upon receipt, unless you make other arrangements with MH. MH reserves the right to withdraw as counsel if you fail to pay invoices in a timely manner.

Client Responsibilities

By agreeing to the Engagement, you agree to cooperate fully with MH and to promptly provide all information known or available to you relevant to the Engagement. You will make available appropriate officials to attend meetings, conferences, hearings, and other proceedings on reasonable notice, and will stay fully informed on all developments relating to the Engagement.

Term of Engagement

You or MH may terminate the Engagement at any time for any reason by written notice, subject to applicable Rules of Professional Conduct (the "RPC"). If MH terminates the Engagement, it will take such steps as are reasonably practical to protect your interests and, if you request, MH will suggest possible successor counsel and provide such counsel with whatever papers you have provided to us, upon payment of all outstanding invoices. If a court requires permission for withdrawal, MH will apply promptly for such permission and assist you as you desire to engage successor counsel.

Unless previously terminated, the Engagement will terminate when MH sends you the final invoice for services. During the Engagement and thereafter, MH will keep confidential any otherwise nonpublic information you have supplied in accordance with the RPC. At your request, MH will return your papers and property upon payment of all outstanding invoices. MH will retain its own

files, including lawyer work product. MH will transfer any documents it retains to the person responsible for administering its records retention program. In order to minimize unnecessary storage costs, MH reserves the right to destroy or otherwise dispose of any such documents or other materials in accordance with MH's retention policy or as we otherwise agree.

After the Engagement ends, applicable laws or regulations may change in a manner that could impact your future rights and liabilities. Unless you actually engage MH to provide additional advice, MH has no continuing obligation to advise you with respect to future legal or other developments.

Conflicts

Before preparing this engagement letter, MH conducted an internal check of our records to determine whether a conflict might exist with one or more existing clients. Under the RPC, MH must have undivided loyalty to its clients. This requirement means that a lawyer must refuse to accept or continue employment if the interests of another client may impair the lawyer's independent professional judgment. In this regard, MH represents many other entities, companies and individuals. It is possible that during the Engagement, some of our present or future clients may have disputes or transactions with you. As a result of these disputes or transactions, conflicts of interest may arise, and when they do, MH will address them with you in a manner consistent with the RPC.

When MH is not permitted to represent another client in a matter under the RPC, MH will not do so. When MH is permitted by the RPC to seek a waiver from you, MH may do so. For circumstances in which MH is granted the waiver, MH may represent the other client. MH will protect, however, your confidential information or documents entrusted to MH as required by the RPC.

Identification Number

MH's tax identification number is 34-1059058.

In Closing

If you are in agreement with the above terms of our engagement, please print this letter, sign and date this letter on its last page, and return it to me. We sincerely appreciate the opportunity to work with you and we welcome any questions you may have now, or throughout the engagement. As we noted at the outset, we view communications as a key ingredient to a successful attorney client relationship.

Thank you for this opportunity to work with you. Sincerely,

MCDONALD HOPKINS LLC

Amanda E. Gordon

ENGAGEMENT LETTER AGREED TO AND ACCEPTED:

THE CITY OF STRONGSVILLE, OHIO		
By:	Date:	
Thomas P. Perciak, Mayor		

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – <u>031</u>

By: Mayor Perciak and All Members of Council

A RESOLUTION IN SUPPORT OF THE PASSAGE OF THE STRONGSVILLE CITY SCHOOL DISTRICT RENEWAL LEVY (ISSUE NO. 25) ON THE MARCH 19, 2024 BALLOT.

WHEREAS, the Strongsville City School District has determined that it should seek approval for renewal of a 5.9-mill tax levy for current expenses for a continuing period commencing in 2024, and first due in calendar year 2025; and

WHEREAS, the question of the 5.9-mill renewal tax levy will be submitted to the electors of the City at the Presidential Primary Election to be held on March 19, 2024; and

WHEREAS, funds generated by the renewal of the levy are necessary to continue to ensure the highest quality education of the community's students

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

- **Section 1.** That the Mayor and this Council hereby support and urge all residents to vote in favor of the Strongsville City School District's renewal levy of 5.9 mills, which will be on the ballot as Issue No. 25 at the Presidential Primary Election to be held on March 19, 2024.
- **Section 2.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of the Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

President of Council		Approved:	Mayor		
Date Passed:			Date Approved:		
	<u>Yea</u>	<u>Nay</u>	Attest:Clerk of	Council	
Carbone Clark Kaminski Kosek Roff Short Spring			Public Hrg	_Amended: Ref: Ref: Ref: Ref: Defeated:	