

CITY OF KIRTLAND

ORDINANCE NUMBER 24-O-31

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A CONTRACT TO PURCHASE ONE (1) BANDIT INTIMIDATOR 15XP CHIPPER FROM KTS EQUIPMENT, INC., AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Public Service has determined that the City needs a new chipper for its Service Department to assist with its daily activities within the City; and

WHEREAS, the Director of Public Service has recommended the purchase of one 15-inch Intimidator Chipper manufactured by Bandit and sold by KTS Equipment, Inc. with the specifications as outlined in the quote attached hereto as Exhibit A for a cost not to exceed \$73,852.80.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kirtland, County of Lake and State of Ohio, that:

SECTION 1: The Mayor and/or the Director of Public Service are hereby authorized and directed to enter into a sales agreement with KTS Equipment, Inc. for the purchase of one (1) 15-inch Intimidator Chipper manufactured by Bandit in accordance with Quote 165436 which is attached hereto and incorporated herein as Exhibit A. Said purchase is hereby authorized for a price not to exceed \$73,852.80.

SECTION 2: The Mayor and Director of Public Service are hereby authorized to sign any documents to complete the purchase as described herein and the Director of Finance is hereby authorized to expend the necessary funds to complete the transaction.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, safety and welfare of the citizens of the City of Kirtland. The emergency is necessary in order to continue providing necessary services to the residents and continue to provide safe, passable roads within the City. Therefore, this Ordinance shall be in full force and effect immediately upon its passage by the affirmative vote of five (5) members of

Council and approval by the Mayor, otherwise this Ordinance shall be in effect from and after its adoption at the earliest period allowed by law.

First Reading: _____
Second Reading: _____
Third Reading: _____

DATE PASSED: _____

President of Council

Submitted to the Mayor for his
Approval on this _____ day of
_____, 2024.

ATTEST:

Approved by the Mayor on this _____
day of _____, 2024.

Clerk of Council
Purchase Bandit Chipper for Service Dept.

Mayor Kevin F. Potter

EXHIBIT A



KTS Equipment. Inc.
 47117 State Route 18 West
 Wellington, OH 44090
 USA
 440-647-2015 (Phone)

QUOTATION

Quote #	Quote Created	Last Updated	Salesperson
165436	February 15, 2024 01:22 PM by KTS Equipment. Inc.	February 15, 2024 03:50 PM by KTS Equipment. Inc.	Tyler McLaughlin

CUSTOMER:	BILL TO:	SHIP TO:
City of Kirtland 9301 Chillicothe Rd Kirtland, OH 44094 USA 440-799-5019 (Phone) Joe Fornaro (Contact) jfornaro@kirtlandohio.com	City of Kirtland 9301 Chillicothe Rd Kirtland, OH 44094 USA 440-799-5019 (Phone) Joe Fornaro (Contact) jfornaro@kirtlandohio.com	City of Kirtland 9301 Chillicothe Rd Kirtland, OH 44094 USA 440-799-5019 (Phone) Joe Fornaro (Contact) jfornaro@kirtlandohio.com

INTIMIDATOR 15XP (15" DRUM STYLE)

Qty	Part #	Description
1	MODEL-15XP	Intimidator 15XP - (15" Drum Style)

STANDARD EQUIPMENT

Qty	Part #	Description
1	STANDARD	37" diameter x 18 3/4" wide drum with (4) 5/8" X 5 1/2" X 9" dual edge knives
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope
1	STANDARD	"Power slot" assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.
0	STANDARD	25 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 10 5/8" diameter x 18 3/4" wide, driven by (2) 32.3 CID hydraulic motors.
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel
0	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
0	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector
1	STANDARD	Clean out and inspection door on discharge bottom
0	STANDARD	29" high x 54" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists
1	STANDARD	Inspection window mounted on top of belt shield (allows viewing of belt and easy way to check belt tension)
1	STANDARD	(2) Last chance safety pull cables
1	STANDARD	Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)
1	STANDARD	Wooden pusher tool with mount on infeed hopper
1	STANDARD	3/16" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue
1	STANDARD	Frame / Fender supports
1	STANDARD	Lockable aluminum toolbox
1	STANDARD	5/16" (G70) safety chains with spring loaded latch hooks
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)

1	STANDARD	Pressure check kit - Gauge is NOT included
1	STANDARD	Weather resistant manual container
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place
1	STANDARD	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable
1	STANDARD	Spanish & English combination safety decals

PAINT

Qty	Part #	Description
1	333-32273	Standard Imron Industrial Urethane Bandit Yellow

ENGINE

Qty	Part #	Description
1	990-RC1172-753	Ford RSG-862, 6.2L, 165 horsepower GAS engine without clutch (Includes spark arrestor muffler) - If ordered on Model 280 / 280HD must select tongue weight option under add on frame options

CONTROL SYSTEM AND ENGINE INSTALLATION

Qty	Part #	Description
1	915-6000-39	Murphy PV485 panel with reversing auto feed for Ford 165 horsepower gas engines (Includes 1,000 CCA battery with aluminum battery box) - Panel is mounted on engine shroud with lockable steel cover

CLUTCH

Qty	Part #	Description
1	700-1000-12	NACD Spring Loaded Clutch

DRIVE SYSTEM

Qty	Part #	Description
1	OPTION-915-5000-	Drive system for engines above 145 horsepower (Includes two 3 groove belts in lieu of a single 4 groove belt)

INFEED

Qty	Part #	Description
1	OPTION-915-5001-	29" high x 54" wide tapered heavy-duty infeed with weld on pan and infeed deflectors
1	OPTION-980-5000-73	Hydraulic winch with line docking station and manual push button feed assist (Includes 5/16" diameter x 200' Teufelberger rope with 12" loop installed) (Includes (1) manual rear stabilizer)

FEED SYSTEM

Qty	Part #	Description
1	OPTION-915-5000-	Double Teeth (Bottom Feed Wheel) (15" drums / 250)
1	OPTION-915-5000-	Spring Loaded Tool less Trap Door (not available on tandem axle units)

AXLE

Qty	Part #	Description
1	990-1016-02	Single 10,000 pound Torflex axle with electric brakes (0 degree down trail) (Will be 4 1/2" shorter than 45 degree down trail) (Now 900-5910-70)

TIRES/RIMS

Qty	Part #	Description
1	OPTION-911-5000-	(2) 215/75R 17.5" tires mounted on 8-bolt aluminum rims (8,000 pound axles on up)

FENDER

Qty	Part #	Description
1	990-100415	Aluminum bolt on fenders (Approximately 1/4" thick)

HITCH

Qty	Part #	Description
1	990-100274	2-1/2" Wallace Forge Pintle Hitch

ADD-ON OPTIONS

Chipper Discharge

Qty	Part #	Description
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- 1 **OPTION-980-5000-92** 270 degree hydraulic controlled swivel discharge chute with manual 12" chip deflector (Includes height adjustable discharge & 270 degree discharge stops)

Chipper Discharge Transition

Qty	Part #	Description
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- 1 **OPTION-915-5000-** Clean out and inspection door on transition.

Cone Holder

Qty	Part #	Description
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- 1 **OPTION-980-5000-** Pole style cone holder (weld on)

Fuel And Hydraulic Tanks

Qty	Part #	Description
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- 1 **OPTION-915-5000-** 40 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
- 1 **OPTION-980-1000** Gate Valve for Fuel Tank
- 1 **OPTION-915-5000-** Gate Valve for Hydraulic Tank

Tongue Jack

Qty	Part #	Description
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- 1 **OPTION-955-5000-** Hydraulic tongue jack with multiple position drop leg

Wiring

Qty	Part #	Description
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- 1 **OPTION-905-5000-** Option 7 Prong (Flat/RV Style) to 6 Prong Coiled Cord

CUSTOMER TOTALS

Total Unit Price:		\$ 82560.00
Customer Discount:	12.0000 %	-\$ 9907.20
Customer Net Unit Price:		\$ 72652.80
Freight/Shipping:		\$ 1200.00
Customer Total:		\$ 73852.80

COMMENTS

Comment By KTS Equipment, Inc. on 03/30/2023 08:00 AM
 Sourcewell #050119-BAN

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X _____
 Signature

 Date

TERMS AND CONDITIONS

1. Buyer agrees to grant Bandit Industries, Inc., a security interest in the equipment covered by this order unit said equipment is paid in full.
2. This is a shipment contract and the goods shall be delivered F.O.B. Bandit Industries, Inc., Remus, Michigan. The risk of loss of the goods shall pass to the buyer as the goods are tendered to the carrier.
3. In the event Buyer defaults in the payment of any amounts due hereunder immediately due and payable without notice or demand, and shall have all of the remedies of a secured party under the Uniform Commercial Code and any other applicable laws. Upon repossession of the equipment by Seller, any notices required to be given by Seller to Buyer with respect to the sale or other disposition. In the event of a default, Buyer agrees upon Seller's request to make the equipment available to the Seller at such place as Seller may designate.
4. The Buyer agrees to keep the above described property insured against loss or damage by fire, wind, theft and accident by an insurance company or companies is to be payable to the Seller as its interest may appear, and the policies to be delivered to and retained by the Seller until the purchase price is paid in full. Such insurance coverage shall begin when Seller tenders the goods to the carrier.
5. Any tax other governmental charge upon the production, sales, or shipment of the goods sold hereunder, now imposed, or hereafter becoming effective during the term of this agreement, shall be added to the price herein provided, and shall be paid by the Buyer to the Seller.
6. This shall become a binding contract and effective as of the date when, but not before, either:
 - (a) It has been accepted by the Seller at its executive office, or
 - (b) The equipment has been delivered to the Buyer with or without acceptance in writing. Notice of acceptance is hereby waived by the Purchaser. The Purchaser acknowledges receipt of a true and complete copy of its sales agreement.
7. Seller shall not be responsible for failure to ship according to the terms and conditions of this contract, where such failure is caused by any fires, strikes, labor difficulties, failure of carriers to furnish facilities or acts of carriers, or other causes beyond the control of Seller: Provided that when such failure does not exist Seller shall perform this contract within a reasonable time.
8. There are no understandings, agreements, or representations, express or implied including any recording, merchantability, or fitness for a particular purpose, not specified herein, respecting this contract or the equipment hereunder. The contract and warranty are intended by the parties as a final expression of their agreement and are intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement the definition contained in the Code is to control.
9. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included with this written agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable by the Buyer.
10. This agreement can not be modified or rescinded only by a writing signed by both of the parties or their duty authorized agents.
11. This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform code as adopted by the State of Michigan as effective and in force on the date of this agreement.
12. The counterpart of this contract held by the Seller shall be considered the original and shall be the binding agreement in case of a variance in any particular between in and the signed copy.