



## **Police and Fire Committee Agenda**

**February 6, 2023 at 5:00 PM**

### **Police and Fire Committee**

Ben Hunt, Chair  
Rich Bardach  
Bob Rosen

### **Staff Liason**

Scot Lahrmer, Village Manager  
Rich Wallace, Police Fire Chief  
John Burton, Police Officer

### **MINUTES**

1. Approval of minutes: November 30, 2022

### **TOPICS OF DISCUSSION**

1. Firing range rehabilitation
2. Grants and Grant Purchases
3. Additional position for the Heroin Task Force
4. Department update

### **ADJOURNMENT**

## Police/Fire Committee Minutes

November 30, 2022

Attendees: Ben Hunt (Committee Chair), Richard Bardach (Committee Member), Bob Rosen (Committee Member), Scot Lahrmer, Tom Muething, Chief Wallace

The meeting was called to order at 5:45 PM. The minutes from September 29, 2022 were approved with no edits.

Village Manager Lahrmer and Chief Wallace presented on the purchase of a new K-9 Vehicle. The current vehicle is due to be replaced and so the Chief has found an appropriate vehicle through the state bidding process. The new vehicle needs to be ordered prior to February to ensure the current price of \$45,682 from Chapman Ford. The new vehicle's change over cost is higher than a usual police vehicle due to the additional components needed for the safety of the canine officer. Mr. Bardach made a motion to recommend this purchase to Council, and it was seconded by Mr. Rosen.

Chief Wallace and Mr. Lahrmer then presented on the 2023 budget for the Police/Fire departments. The conversation included discussion about the working budget for the employees. The proposed 2023 police/fire budget is expected to remain very close to the 2022 police/fire budget.

The presentation then moved to discussion about large capital items. The largest item, an upgrade to the shooting range at the municipal building is expected to cost \$120,000. Chief Wallace described that it has not had any major improvements since the building was constructed (roughly 22 years). Additionally, Chief Wallace described how this Village amenity has created a great deal of good will among other Police agencies as they have used it to train their officers. It has allowed the Village to remain well-connected when other needs have arisen. After discussion, the committee agreed that this upgrade seems to be necessary for the safety of our Amberley Village officers, and other officers, who use the range for practice.

Other items that were discussed include the purchase of Flock cameras for major intersections to help reduce crime, as well as the purchase of new rifles, weapons/holsters and tasers for the Police department and new turnout gear for the Fire department.

There being no further business, the meeting was adjourned.

Ben Hunt

January 19, 2023

Amberley Village Police Department  
Attn: Mr. John Burton  
7149 Ridge Road  
Cincinnati, OH 45237  
513-532-2380  
[jburton@amberlevillage.com](mailto:jburton@amberlevillage.com)

InVeris Offer No.: **23725-22-USL Rev 1**  
Re: Indoor Shooting Range  
Offer Type: Open Market

Dear Mr. Burton,

InVeris Training Solutions, Inc.™ (InVeris) is pleased to offer a fixed price of **\$98,699.95** (Ninety-Eight Thousand Six Hundred Ninety-Nine US Dollars and Ninety-Five Cents) for the products and services listed herein, furnished, and delivered CPT jobsite (Cincinnati, OH) in accordance with Incoterms® 2020. In addition to the offer price, the Buyer will be responsible for all Federal, State, and Local Taxes, Licenses, Permits, Bonds and Fees applicable to the sale. This offer is valid for 45 days.

Payment Terms are as defined in the Terms & Conditions Section of this quotation.

Delivery is typically 90-120 days after receipt and acceptance of order and upon return and approval of InVeris Submittal Drawings, whichever occurs last. This offer will be attached to and made part of any forthcoming purchase order. Indication of acceptance shall be by authorized signature in the space provided below. Please also enter the total purchase price, to include any purchased options, if applicable.

Should you have any questions or require additional information, please feel free to contact me. I am personally dedicated to this proposal effort.

Best Regards,

**Keith Rodts,**  
Midwest LE/Commercial Live Fire Sales  
Tel: 678-982-8989  
[keith.rodts@inveristraining.com](mailto:keith.rodts@inveristraining.com)

Prepared by:  
Amber Carroll  
Proposal Coordinator

|                                                                                                                                                                                                                                                          |  |              |                                |                                                                       |              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------|--------------------------------|-----------------------------------------------------------------------|--------------|
| By signing below, each party agrees with all terms of this document and specifically acknowledges it has entered into a contract. Both parties have caused this document to be executed by an authorized representative as of the dates indicated below. |  |              |                                | <b>TOTAL PURCHASE PRICE:</b><br>(Include Options if applicable)<br>\$ |              |
| <b>ACCEPTED BY:</b><br>Buyer                                                                                                                                                                                                                             |  | <b>DATE:</b> | <b>ACCEPTED BY:</b><br>Seller  | InVeris Training Solutions, Inc                                       | <b>DATE:</b> |
| <b>Authorized Signature:</b>                                                                                                                                                                                                                             |  |              | <b>Authorized Signature:</b>   |                                                                       |              |
| <b>Print Name &amp; Title:</b>                                                                                                                                                                                                                           |  |              | <b>Print Name &amp; Title:</b> |                                                                       |              |

## Base Offer

- **SUPPORT BRIDGING:** (if applicable) is **NOT** included unless explicitly listed as a separate line item in the equipment table below. Please see the Terms & Conditions section, item C under exclusions.
- All products and services offered herein are Open Market items.

| PART NO.                      | DESCRIPTION                                                                                                                                                                                                                  | QUANTITY           | UNIT |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------|
| <b>BULLET TRAP</b>            |                                                                                                                                                                                                                              |                    |      |
| LE7500-OT                     | GranTrap™ - 9' height granular rubber trap with 3/8" AR500 angled armor plate upper replenishment bin. Open GranTex™ Design.                                                                                                 | 18                 | LF   |
| LE7500-TRSP-R-3/8             | GranTrap™ Sidewall plates, 3/8" AR500, set of 5 x 2 sidewalls.                                                                                                                                                               | 1                  | SET  |
| <b>BALLISTIC PROTECTION</b>   |                                                                                                                                                                                                                              |                    |      |
| RG-D                          | Redirective Guard - Rifle, 3/8" AR500 Includes GAP Protectors                                                                                                                                                                | 72                 | SF   |
| <b>Services</b>               |                                                                                                                                                                                                                              |                    |      |
| REMOVAL                       | Removal, Clean-up, and Proper Disposal of the following finished products: <b>Existing Bullet Trap</b><br><br><b>Note:</b> Please provide InVeris with your Federal EPA Identification/USEPA Number upon placement of order. | 1                  | LOT  |
| SPPT-Full                     | Complete Unload, Installation, and Training<br>- Prevailing Wage Rates Not Included                                                                                                                                          | 1                  | LOT  |
| MANUALS                       | Operations and Maintenance Manuals                                                                                                                                                                                           | 1                  | LOT  |
| WRTY                          | 12-Month Warranty                                                                                                                                                                                                            | 1                  | LOT  |
| FRT-CPT                       | Freight & Delivery shall be CPT Jobsite (Cincinnati, OH) in accordance with Incoterms® 2020.                                                                                                                                 | 1                  | LOT  |
| <b>Total Base Offer Price</b> |                                                                                                                                                                                                                              | <b>\$98,699.95</b> |      |

## Options

- All InVeris options include any additional Freight and Technical Supervision **OR** Full Installation necessary.
- Option pricing is contingent upon being purchased at the same time as the base offer.

☐ **Option 1: Noise Abatement**

*-Please check the Option box, if you wish to purchase this option.*

| PART NO.                                                                        | DESCRIPTION                                                                    | QUANTITY           | UNIT |
|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------------|------|
| TROY-BD-W                                                                       | Troy Board - Fiber cement wall panels with wool, fasteners, and furring strips | 1,800              | SF   |
| <b>Option 1 Total Price</b><br><i>In addition to the Total Base Offer Price</i> |                                                                                | <b>\$20,846.15</b> |      |

## Important Notes & Assumptions

1. **COVID-19:** Supplier (InVeris) shall not be liable to Purchaser if and for so long as it is unable to deliver because Supplier's (InVeris') production is suspended, or it cannot obtain necessary materials, or it cannot make delivery arrangements, due to the COVID-19 pandemic.
2. **Full Install:** Pricing assumes the InVeris Field Service Technician (FST) and labor crew will be onsite over one (1) continuous trip. All site preparation work must be done prior to the FST's arrival. If additional trips are required due to issues beyond InVeris' control, additional charges will be assessed in the form of a change order.
3. Buyer to verify the ceiling structure within the range is capable of supporting the new range equipment and containing any errant type secondary bullet impacts.
4. Customer accepts responsibility to ensure the project site is ready to receive and install InVeris' products according to the contracted schedule. To the extent that InVeris is not at fault for a delay in site readiness, InVeris may charge Customer any reasonably incurred costs including, but not limited to, storage costs.
5. All conduit, A.C. wiring, A.C. Electrical Connections, lighting, and any duct work is specifically excluded from this proposal and InVeris scope of work. If conflict with HVAC, Plumbing or Electrical equipment occurs, it will be the owner's/contractor's responsibility to resolve issues in a timely manner. Any delays from these will not extend Tech Assist time and may require a change order for additional Tech Time. Please remember that InVeris wants you to have a successful installation in a safe and timely manner.
6. InVeris FST will provide training on installed systems after installation is complete. FST will perform a QC walk and final acceptance with the owner/contractor.
7. Any / all trademarks mentioned herein are the properties of their respective owners.
8. If InVeris is not authorized by the customer to commence work on the Project within 45 days from the date of the Contract and subject to the economic conditions of metals, InVeris shall be entitled to adjust its prices to account for increased costs to InVeris as a result of said delay.

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## Terms & Conditions

These Terms and Conditions will be part of any contract, purchase order or signed offer that InVeris enters into with you, your department or company.

Our Terms and Conditions are not limited to those provided herein. The Standard Terms and Conditions [ITSI-DOM-007\_08-17-2021] incorporated by reference herein and the enclosed offer shall apply and take precedence over all other project documents. Any earlier offer along with those terms and conditions are immediately null and void. Any subsequent purchase order will be subject to the Standard Terms & Conditions which can be provided upon request. Please contact [ITS-ContractsMailUsers@inveristraining.com](mailto:ITS-ContractsMailUsers@inveristraining.com) to request a copy.

### Limitation of Liability:

Nothing in this contract shall exclude or limit the Supplier's liability for death or personal injury caused by the Supplier's negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited.

EXCEPT AS STATED ABOVE, THE TOTAL AGGREGATE LIABILITY OF THE SUPPLIER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT, WHETHER FOR NEGLIGENCE OR OTHERWISE, SHALL IN NO EVENT EXCEED 20% OF THE TOTAL CONTRACT VALUE

IN NO EVENT SHALL THE SUPPLIER BE LIABLE FOR LOSS OF PROFIT, LOSS OF USE, LOSS OF BUSINESS, LOSS OF REVENUE OR FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL LOSS OR DAMAGES, OR PUNITIVE OR EXEMPLARY DAMAGES, HOWSOEVER CAUSED.

These clauses set out the entire liability of the Supplier (including any liability for the acts or omissions of its sub-contractors) in respect of any breach of this contract or orders placed under it and any representation, statement or tortuous act or omission including negligence arising under or in connection with the contract. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract."

### Force Majeure:

Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, pandemics, quarantine restrictions, terrorism, war, labor unrest and unusually severe weather ("Excusable Delay").

The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description of the delay and of the affected portion of the Work. In the event that InVeris is the party experiencing the Excusable Delay, InVeris, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and during the period of such Excusable Delay. If the Excusable Delay continues for a period of 90 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party.

InVeris' pricing excludes the following items unless specifically included as a line item at the end of this paragraph.

- A. Line voltage electrical, connections, line or control conduits (empty or full), electrical boxes, receptacles, target or general lights and any other devices generally considered for high voltage.
- B. All temp utilities for construction (including adequate lighting and 115v power for hand-tools) are the responsibility of the owner/contractor.
- C. Bridging, structural supports or any other material that is required as support for InVeris' baffle, safety ceiling, or target systems. Load points to be verified by owner/contractor to support InVeris equipment.
- D. All coordination for baffle, safety ceiling, and bullet trap (and the associated hanging provisions) is the responsibility of the owner/contractor. InVeris will provide accurate submittal drawings for this purpose.
- E. Unloading and/or moving/placement of InVeris' equipment into the range area.**
- F. Removal / disposal of existing equipment.**
- G. Removal / disposal of lead or other hazardous waste.**
- H. Relocation of existing piping, ventilation ducts, electrical conduit, etc.
- I. Any customer requested special shipping or marking/labeling requirements and any related costs.
- J. Specialty anchors or seismic type hanging devices.
- K. Concrete pads, core cuts and/or masonry patching.

Items listed above that are specifically included with this offer: **E, F, G**

InVeris will not be responsible for payment of the following statutory items unless specifically included as a line item at the end of this paragraph:

- |            |                       |                  |
|------------|-----------------------|------------------|
| A. Taxes   | D. Bonds              | G. Other Charges |
| B. Permits | E. Licenses           |                  |
| C. Fees    | F. Additional Insured |                  |

Statutory items listed above that are specifically included with this offer: **NONE**

#### **Sales Tax:**

IMPORTANT NOTE: InVeris is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is federal or state tax exempt, provide a copy of the tax exemption certificate. Otherwise, please include the sales tax value on any resulting purchase order.

InVeris does not claim, assert or guarantee in any way that purchased equipment is compliant with all federal, state, county, city or local "trade" or "building" codes. The owner is responsible for compliance with all local jurisdictions and codes.

#### **Prevailing Wage Rates:**

InVeris is a non-union manufacturer. InVeris will provide prevailing wages (Davis-Bacon) or pay for union workers only if specifically included as a line item below:

**Not Applicable – Prevailing Wage Rates not Included**

### Payment Terms:

The payment amount included in the attached offer shall be payable to InVeris as follows:

- Payment Terms are 25% with placement of order and signed quotation, 25% with returned approved InVeris submittal drawings, and the remaining 50% of the balance is due ten (10) working days before the scheduled ship date. Delay in payment will invalidate the quoted delivery date. Any deviation must be mutually agreed upon in writing.

### Proprietary Information:

This (Proposal/Submittal/Document) contains proprietary information and is submitted for evaluation purposes, and shall not be disclosed, duplicated or reproduced, in whole or in part, without prior written consent of an authorized representative of InVeris.

All drawings, specifications and other design documents prepared by InVeris and its consultants in connection with the Project are the property of InVeris. InVeris shall retain all common law, statutory and other rights, including all copyrights, related to said design documents. Customer shall not use nor permit another party to use the design documents on other projects without the specific written consent of InVeris.

Note 1: If the Seller is awarded the contract/purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification.

| PLEASE SUBMIT SIGNED PROPOSAL BY EMAIL, FAX, OR MAIL TO:                                                                    |                                                      |                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <b>Email:</b><br><a href="mailto:ITS-ContractsMailUsers@inveristraining.com">ITS-ContractsMailUsers@inveristraining.com</a> | <b>Fax:</b><br>678.288.1515<br>Attn: Contracts Dept. | <b>Mail:</b><br>InVeris Training Solutions, Inc.<br>Attn: Contracts Dept.<br>296 Brogdon Road<br>Suwanee, GA 30024-8615 |
| RECORD OF CHANGES                                                                                                           |                                                      |                                                                                                                         |
| Revision No.                                                                                                                | Date                                                 | Description                                                                                                             |
| 1                                                                                                                           | 19 Jan 2023                                          | Revalidation                                                                                                            |