

Beachwood City Council Meeting Agenda
Monday, May 20, 2019, 7:00 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

-Pledge of Allegiance to the Flag of the United States of America-
Pledge of Allegiance led by: Lisa Singh and Eli Ward

Agenda Items

1. Roll Call
2. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
3. Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each)
4. Approval of Minutes
5. Finance & Insurance Committee
Ordinance No. 2019-62 An Ordinance authorizing and directing the Payment of Certain Claims (Bills) for Professional and Other Services; and declaring this to be an urgent measure
6. Finance & Insurance Committee
Ordinance No. 2019-63 An Ordinance accepting a quotation from DELL EMC to purchase Computers and Monitors for the City of Beachwood, Ohio; and declaring this to be an urgent measure
7. Finance & Insurance Committee
Ordinance No. 2019-64 An Ordinance accepting a quotation from SHI International, Corp. to purchase Microsoft Office Licenses for the City of Beachwood, Ohio; and declaring this to be an urgent measure
8. Finance & Insurance Committee
Ordinance No. 2019-65 An Ordinance declaring Certain Property used by the City's Public Works Department as surplus property no longer needed for a public use and authorizing its sale to GovDeals, Inc. in accordance with Codified Ordinance Section 131.03(a); and declaring this to be an urgent measure

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|-----|--|--|
| 9. | Planning & Zoning Committee
Ordinance No. 2019-66 | An Ordinance Consenting to, approving, and confirming the Planning and Zoning Commission's determination that a Child Daycare Facility on Green Road located at PPN 742-39-001 is a Similar, Harmonious, and Compatible Use to the listed Permitted Uses within the U-10 Zoning District; and declaring this to be an urgent measure |
| 10. | Public Works Committee
Ordinance No. 2019-67 | An Ordinance accepting a bid from Cargill, Inc. - Salt, Road Safety, through the Joint Municipal Improvement Consortium as Supplier of Untreated and Treated Rock Salt for Snow and Ice Removal for the 2019-2020 Winter Season; and declaring this to be an urgent measure |
| 11. | Public Works Committee
Ordinance No. 2019-68 | An Ordinance accepting a Certain Bid from CATTS Construction, Inc. for the Campus Road Waterline Improvements Project; and declaring this to be an urgent measure |
| 12. | Public Works Committee
Ordinance No. 2019-69 | An Ordinance authorizing the Mayor to execute a Renewal Agreement with Kimble Transfer & Recycling for Recycling Processing Services; and declaring this to be an urgent measure |
| 13. | Public Works Committee
Ordinance No. 2019-70 | An Ordinance authorizing the Mayor to execute a Renewal Agreement with Browning Ferris Industries of Ohio, Inc. (BFI) for the Transfer and Disposal of Solid Waste Services; and declaring this to be an urgent measure |
| 14. | Safety & Public Health Committee
Ordinance No. 2019-59 | An Ordinance authorizing the Mayor to purchase one (-1-) 2019 Rescue Squad Vehicle for the City of Beachwood, Ohio Fire and Rescue Department from Pfund Superior Sales Co., under the State of Ohio Term Schedule Program, waiving competitive bidding; and declaring this to be an urgent measure |

Correspondence

- | | | |
|----|----------------|--|
| 1. | Correspondence | Public Notice - Notice of Receipt of 401 Application |
| 2. | Correspondence | Notice of 35% Licensing Fee Distribution |

Pending

1. Economic Development Committee
Ordinance No. 2019-57

An Ordinance assigning the Job Creation and Retention Incentive Grant Agreement with Real Alloy Recycling, Inc. to Real Alloy Recycling, LLC; and declaring this to be an urgent measure
Placed on Pending: May 6, 2019
2. Planning & Zoning Committee
Ordinance No. 2018-94

An Ordinance amending various sections of the City of Beachwood, Ohio Planning and Zoning Code and the City of Beachwood, Ohio Building Code to include the addition of Chapters 1108 and 1144. and the removal of Chapters 1115, 1149, 1301, 1315, 1319, 1321, 1323, 1325, 1331, and 1333
Placed on First Reading and referred to P&Z: May 7, 2018
Referred to Public Hearing that will be held on April 1, 2019: February 4, 2019
Public Hearing held on: April 1, 2019
3. Planning & Zoning Committee
Ordinance No. 2019-21

An Ordinance amending BCO Chapter 1111, Section 1111.02, Subsection (l) Class U-7A Uses of the City of Beachwood, Ohio Planning and Zoning Code
Placed on First Reading and referred to P&Z: January 22, 2019
Recommended to Council as Amended by the Planning and Zoning Commission: April 25, 2019
Public Hearing set for July 1, 2019 at 7:15 PM

AN ORDINANCE AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR PROFESSIONAL AND OTHER SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

BE IT ORDAINED by the Council of the City of Beachwood, State of Ohio, that the Director of Finance is hereby authorized and directed to issue his respective warrants for the following claims, to wit:

Section 1:

For Supplies and Services	May 20, 2019	<u>\$22,800.77</u>
G. Gifford Dyer	Plan Review Services	\$2,129.25
GPD Group	Engineering Services	\$17,046.19
Paul Kowalczyk	Plan Review Services	\$1,440.33
Tactical Planning	Professional Services	\$2,185.00

Section 2: It is found and determined that all formal actions and deliberation of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that it is necessary to approve said item and/or services available for use at the earliest possible time, to serve the City of Beachwood and its citizens.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the 20th day of May, 2019 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 21st day of May, 2019 and filed it with the Clerk.

Mayor

G. GIFFORD DYER-ARCHITECT
4680 BRAINARD ROAD
CHAGRIN FALLS, OH 44022-1506
Fax. 440-248-2353
Phone 440-248-1703

April 30, 2019

City of Beachwood
Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Re: Building Department
Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of April 2019	<u>\$2,129.25</u>
(Cost breakdown sheet attached)	
Total amount due	\$2,129.25

Thank You,



G. Gifford Dyer

APPROVED FOR PAYMENT

BY: Willis Griswold

DATE: 5/24/19

P/O: _____

BEACHWOOD PLAN REVIEW

GG Dyer	Beachwood	Job Name-----	Time	Charge
Job No.	PR No.			
CB19-10	2019-32383	MED UNIFORMS BEACHWOOD PLACE MALL #2045 26300 CEDAR ROAD	7 1/4 Hr	# 605.37
CB18-03	2018-28734	GREEN ROAD SYNAGOGUE 2437 GREEN ROAD	4 1/4 Hr	# 354.88
CB19-11	2018-32855	CHEMICAL BANK 3900 PARK EAST #300	4 Hr	# 334.00
CB19-04	2019-32444	HOLLISTER CALIFORNIA BEACHWOOD PLACE MALL #2070 26300 CEDAR ROAD	1 1/4 Hr	# 104.38
CB19-07	2019-32609	DRY GOODS BEACHWOOD PLACE MALL #1160 26300 CEDAR ROAD	2 1/4 Hr	# 187.88
CB19-12	2019-32847	SARE 55 AVE. - DIOR HANDBAGS RTF BEACHWOOD PLACE MALL 26300 CEDAR ROAD	2 3/4 Hr	# 229.62
CB19-14	2019-32920	ALTERATIONS PWC GROUP 3900 PARK EAST	3 Hr	# 250.50
CB19-09	2019-32814	NORI JAPAN BEACHWOOD PLACE MALL - FC 6 26300 CEDAR ROAD	3/4 Hr	# 62.62
		TOTAL	25 1/2 Hr	# 2,129.25

Summary of Engineering Invoices
May 20, 2019 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2019	2018	2017
								ENCUMBRANCES		
2018042.01-15	4/12/2019	\$2,565.45	\$0.00	\$2,565.45	General				X	
2019119.90-3	4/12/2019	\$2,813.50	\$0.00	\$2,813.50	General		X			
2018119.07-11	4/12/2019	\$214.00	\$0.00	\$214.00	Capital				X	
2018119.18-6	4/12/2019	\$4,273.50	\$0.00	\$4,273.50	Capital				X	
2018119.19-10	4/12/2019	\$1,111.74	\$0.00	\$1,111.74	General				X	
2018119.19-11	4/12/2019	\$2,279.00	\$0.00	\$2,279.00	General				X	
2019119.01-3	4/12/2019	\$742.50	\$0.00	\$742.50	General		X			
2019119.05-1	4/12/2019	\$1,109.00	\$0.00	\$1,109.00	Capital		X			
2018119.05-7	4/12/2019	\$1,016.50	\$0.00	\$1,016.50	General		X			
2019120.01-3	4/12/2019	\$107.00	\$0.00	\$107.00	General		X			
2018120.35-10	4/12/2019	\$214.00	\$0.00	\$214.00	Capital				X	
2017120.09-21	4/12/2019	\$138.75	\$0.00	\$138.75	Deposits	Edward Rose Dev	X			
2017120.21-10	4/12/2019	\$107.00	\$0.00	\$107.00	Deposits	Jubilee Healthcare	X			
2017120.21-21	4/12/2019	\$46.25	\$0.00	\$46.25	Deposits	Jubilee Healthcare	X			
2019120.09-2	4/12/2019	\$308.00	\$0.00	\$308.00	Deposits	Sitework Developing	X			
Total To Pay				\$17,046.19						
Total Capital Fund				\$5,810.50						
Total General Fund				\$10,635.69						
Total Deposits				\$600.00						
Total Street Const. Mant.				\$0.00						
Less: Billable Charges				(\$600.00)						
Net Paid by City:				\$16,446.19						



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2019
 Invoice No: 2017120.09 - 21

*Edward Rose Dev
 #2017-26594*

Invoice Total \$138.75

Project 2017120.09 Beachwood - Rose Senior Living

Building Dept.

Professional Services from February 23, 2019 to March 29, 2019

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount
Design Engineer			
Kotecki, Kyle			
SWPPP	1.50	92.50	138.75
Totals	1.50		138.75
Total Labor			138.75
Total this Task			\$138.75
Total this Invoice			\$138.75

Billings to Date

	Current	Prior	Total
Labor	138.75	14,028.00	14,166.75
Totals	138.75	14,028.00	14,166.75

APPROVED FOR PAYMENT

BY: W. Griswold 4/12/19
 DATE: 4-19-19
 FR: 783-000-53130

Net 30 days.

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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
Attn: Larry Heiser, Finance Director
25325 Fairmount Blvd.
Beachwood, OH 44122

April 12, 2019

Invoice No:

2017120.21 - 20

*Jubilee Healthcare
2017-2 6580*

Invoice Total	\$107.00
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Project 2017120.21 Beachwood-Encore Medical P&Z 2017-10

Contract
Building Dept.

Professional Services from February 23, 2019 to March 29, 2019

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
Close out meeting.			
Totals	1.00		107.00
Total Labor			107.00
Total this Task			\$107.00
Total this Invoice			\$107.00

Billings to Date

	Current	Prior	Total
Labor	107.00	20,808.50	20,915.50
Totals	107.00	20,808.50	20,915.50

APPROVED FOR PAYMENT
BY: Willy Griswold 4/22/19
DATE: 4-19-19
#: 783-000-53130

Net 30 days.

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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2019

Invoice No: 2017120.21 - 21

*Jubilee Healthcare
 #2017-26580*

Invoice Total	\$46.25
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Project 2017120.21 Beachwood-Encore Medical P&Z 2017-10

Contract

Building Dept.

Professional Services from February 23, 2019 to March 29, 2019

Task 200 Inspection

Deposit Number 2017-26580

Professional Personnel

	Hours	Rate	Amount
Design Engineer			
Kotecki, Kyle			
SWPPP	.50	92.50	46.25
Totals	.50		46.25
Total Labor			46.25
Total this Task			\$46.25
Total this Invoice			\$46.25

Billings to Date

	Current	Prior	Total
Labor	46.25	20,808.50	20,854.75
Totals	46.25	20,808.50	20,854.75

APPROVED FOR PAYMENT
 BY: *Walt Grosz* 4/22/19
 DATE: *4-19-19*
 # *783-000-53130*

Net 30 days.

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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Dale Pekarek
 23355 Mercantile Road
 Beachwood, OH 44122

APPROVED FOR PAYMENT
 BY: [Signature] April 12, 2019
 DATE: 4-18-19
 P/O: 2018-01043

Invoice
Total **\$25,654.52**

Project 2018042.01 Beachwood - CUY-271/422-7.80/10.77 Part 1

Agreement #30858
 Agreement PID 102011
 P.O. #2018-01043 - \$59,111.11
 Max Not to Exceed \$502,337.00

City Portion 10% - City Portion this Invoice \$2,565.45

Professional Services from February 23, 2019 to March 29, 2019

Task	151	Safety Study			
Professional Personnel					
			Hours	Rate	Amount
Deibel, Curtis			36.50	33.70	1,230.05
Dombrosky, Jr., David			5.50	16.40	90.20
Hobbs, Michael			4.00	65.10	260.40
	Totals		46.00		1,580.65
	Total Labor				1,580.65
Additional Fees					
Overhead 1.9113					3,021.10
Cost of Money .82%					12.96
Net Fee (11% Based on 152.83% OH)					439.60
	Total Additional Fees				3,473.66
					3,473.66
			Total this Task		\$5,054.31

Task	202	Roadway / Drainage			
Professional Personnel					
		Hours	Rate	Amount	
Hobbs, Michael		8.00	65.10	520.80	
	Totals	8.00		520.80	
	Total Labor			520.80	

Net 30 days.

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Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	15
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Reimbursable Expenses

Travel & Lodging

1/10/2019	Westbrooks, Kevin	Travel	11.00	
1/15/2019	Westbrooks, Kevin	Travel	11.00	
Total Reimbursables			22.00	22.00

Additional Fees

Overhead 1.9113	995.41	
Cost of Money .82%	4.27	
Net Fee (11% Based on 152.83% OH)	144.84	
Total Additional Fees	1,144.52	1,144.52

Total this Task \$1,687.32

Task	203	AER
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Professional Personnel

	Hours	Rate	Amount	
Becker, Erin	.50	29.80	14.90	
Hobbs, Michael	5.00	65.10	325.50	
Totals	5.50		340.40	
Total Labor				340.40

Additional Fees

Overhead 1.9113	650.61	
Cost of Money .82%	2.79	
Net Fee (11% Based on 152.83% OH)	94.67	
Total Additional Fees	748.07	748.07

Total this Task \$1,088.47

Task	251	IOS
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Professional Personnel

	Hours	Rate	Amount	
Hobbs, Michael	1.00	65.10	65.10	
Totals	1.00		65.10	
Total Labor				65.10

Additional Fees

Overhead 1.9113	124.43	
Cost of Money .82%	.53	
Net Fee (11% Based on 152.83% OH)	18.11	
Total Additional Fees	143.07	143.07

Total this Task \$208.17

Task	252	Meetings & Oversight
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Professional Personnel

	Hours	Rate	Amount
Ciuni, Joseph	17.00	60.50	1,028.50
Gillespie, Ryan	19.50	41.80	815.10

Net 30 days.

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Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	15
Hobbs, Michael		2.00 65.10	130.20	
Westbrooks, Kevin		66.00 52.50	3,465.00	
Totals		104.50	5,438.80	
Total Labor				5,438.80

Reimbursable Expenses

Travel & Lodging

2/11/2018	Westbrooks, Kevin	Travel	11.00
2/20/2019	Westbrooks, Kevin	Travel	11.00
3/4/2019	Westbrooks, Kevin	Travel	11.00
3/4/2019	Gillespie, Ryan	Travel	47.50
3/13/2019	Gillespie, Ryan	Travel	35.00
3/13/2019	Hobbs, Michael	Travel	42.50
3/13/2019	Westbrooks, Kevin	Travel	11.00
3/18/2019	Gillespie, Ryan	Travel	47.50

Overnight Mail/Courier Service

3/13/2019	FedEx	Overnight Mail	8.57
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Total Reimbursables

225.07 225.07

Additional Fees

Overhead 1.9113	10,395.18
Cost of Money .82%	44.60
Net Fee (11% Based on 152.83% OH)	1,512.60

Total Additional Fees

11,952.38 11,952.38

Total this Task \$17,616.25

Billing Limits

	Current	Prior	To-Date
Total Billings	25,654.52	368,485.76	394,140.28
Limit			502,337.00
Remaining			108,196.72

Total this Invoice \$25,654.52

Outstanding Invoices

Number	Date	Balance
13	2/8/2019	10,709.00
14	3/8/2019	13,758.35
Total		24,467.35

Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	15
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Billing Backup

Wednesday, April 17, 2019

GPD Group Invoice 15 Dated 4/12/2019 7:34:59 AM

Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77 Part 1
Task	151	Safety Study

Professional Personnel

			Hours	Rate	Amount	
01121	Deibel, Curtis	3/4/2019	4.00	33.70	134.80	
01121	Deibel, Curtis	3/5/2019	8.00	33.70	269.60	
01121	Deibel, Curtis	3/6/2019	8.00	33.70	269.60	
01121	Deibel, Curtis	3/7/2019	6.00	33.70	202.20	
01121	Deibel, Curtis	3/8/2019	5.50	33.70	185.35	
01121	Deibel, Curtis	3/11/2019	2.00	33.70	67.40	
01121	Deibel, Curtis	3/12/2019	1.00	33.70	33.70	
01121	Deibel, Curtis	3/27/2019	2.00	33.70	67.40	
01116	Dombrosky, Jr., David	3/12/2019	.50	16.40	8.20	
01116	Dombrosky, Jr., David	3/25/2019	3.00	16.40	49.20	
01116	Dombrosky, Jr., David	3/29/2019	2.00	16.40	32.80	
00537	Hobbs, Michael	3/6/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	3/7/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	3/8/2019	2.00	65.10	130.20	
	Totals		46.00		1,580.65	
	Total Labor					1,580.65
				Total this Task		\$1,580.65

Task	202	Roadway / Drainage
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Professional Personnel

			Hours	Rate	Amount	
00537	Hobbs, Michael	2/25/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	2/28/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	3/14/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	3/25/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	3/26/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	3/27/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	3/28/2019	1.00	65.10	65.10	
00537	Hobbs, Michael	3/29/2019	1.00	65.10	65.10	
	Totals		8.00		520.80	
	Total Labor					520.80

Reimbursable Expenses

Travel & Lodging					
EX 0077047	1/10/2019	Westbrooks, Kevin / Travel		11.00	
EX 0077047	1/15/2019	Westbrooks, Kevin / Travel		11.00	
	Total Reimbursables			22.00	22.00
			Total this Task		\$542.80

Net 30 days.

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Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	15
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Task 203 AER

Professional Personnel

			Hours	Rate	Amount
01204	Becker, Erin	3/13/2019	.50	29.80	14.90
00537	Hobbs, Michael	2/26/2019	1.00	65.10	65.10
00537	Hobbs, Michael	3/1/2019	1.00	65.10	65.10
00537	Hobbs, Michael	3/18/2019	1.00	65.10	65.10
00537	Hobbs, Michael	3/21/2019	1.00	65.10	65.10
00537	Hobbs, Michael	3/22/2019	1.00	65.10	65.10
	Totals		5.50		340.40
	Total Labor				340.40

Total this Task \$340.40

Task 251 IOS

Professional Personnel

			Hours	Rate	Amount
00537	Hobbs, Michael	2/27/2019	1.00	65.10	65.10
	Totals		1.00		65.10
	Total Labor				65.10

Total this Task \$65.10

Task 252 Meetings & Oversight

Professional Personnel

			Hours	Rate	Amount
00788	Ciuni, Joseph	3/4/2019	2.00	60.50	121.00
00788	Ciuni, Joseph	3/5/2019	1.00	60.50	60.50
00788	Ciuni, Joseph	3/6/2019	1.00	60.50	60.50
00788	Ciuni, Joseph	3/11/2019	1.00	60.50	60.50
00788	Ciuni, Joseph	3/13/2019	3.00	60.50	181.50
00788	Ciuni, Joseph	3/25/2019	2.00	60.50	121.00
00788	Ciuni, Joseph	3/26/2019	1.00	60.50	60.50
00788	Ciuni, Joseph	3/27/2019	1.00	60.50	60.50
00788	Ciuni, Joseph	3/28/2019	2.00	60.50	121.00
00788	Ciuni, Joseph	3/29/2019	3.00	60.50	181.50
00982	Gillespie, Ryan	2/28/2019	.50	41.80	20.90
00982	Gillespie, Ryan	3/4/2019	3.00	41.80	125.40
00982	Gillespie, Ryan	3/12/2019	.50	41.80	20.90
00982	Gillespie, Ryan	3/13/2019	7.00	41.80	292.60
00982	Gillespie, Ryan	3/14/2019	.50	41.80	20.90
00982	Gillespie, Ryan	3/16/2019	1.00	41.80	41.80
00982	Gillespie, Ryan	3/17/2019	1.00	41.80	41.80

Net 30 days.

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Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice		15
00982	Gillespie, Ryan	3/18/2019	5.50	41.80	229.90
00982	Gillespie, Ryan	3/20/2019	.50	41.80	20.90
00537	Hobbs, Michael	3/13/2019	2.00	65.10	130.20
01647	Westbrooks, Kevin	2/25/2019	4.00	52.50	210.00
01647	Westbrooks, Kevin	2/26/2019	4.00	52.50	210.00
01647	Westbrooks, Kevin	3/1/2019	2.00	52.50	105.00
01647	Westbrooks, Kevin	3/4/2019	8.00	52.50	420.00
01647	Westbrooks, Kevin	3/6/2019	1.00	52.50	52.50
01647	Westbrooks, Kevin	3/7/2019	1.00	52.50	52.50
01647	Westbrooks, Kevin	3/8/2019	4.00	52.50	210.00
01647	Westbrooks, Kevin	3/10/2019	1.00	52.50	52.50
01647	Westbrooks, Kevin	3/11/2019	2.00	52.50	105.00
01647	Westbrooks, Kevin	3/13/2019	8.00	52.50	420.00
01647	Westbrooks, Kevin	3/14/2019	4.00	52.50	210.00
01647	Westbrooks, Kevin	3/18/2019	6.00	52.50	315.00
01647	Westbrooks, Kevin	3/20/2019	3.00	52.50	157.50
01647	Westbrooks, Kevin	3/21/2019	2.00	52.50	105.00
01647	Westbrooks, Kevin	3/22/2019	2.00	52.50	105.00
01647	Westbrooks, Kevin	3/25/2019	4.00	52.50	210.00
01647	Westbrooks, Kevin	3/26/2019	2.00	52.50	105.00
01647	Westbrooks, Kevin	3/28/2019	4.00	52.50	210.00
01647	Westbrooks, Kevin	3/29/2019	4.00	52.50	210.00
Totals			104.50		5,438.80
Total Labor					5,438.80
Reimbursable Expenses					
Travel & Lodging					
EX 0077047	2/11/2018	Westbrooks, Kevin / Travel			11.00
EX 0077047	2/20/2019	Westbrooks, Kevin / Travel			11.00
EX 0077047	3/4/2019	Westbrooks, Kevin / Travel			11.00
EX 0076988	3/4/2019	Gillespie, Ryan / Travel			47.50
EX 0076988	3/13/2019	Gillespie, Ryan / Travel			35.00
EX 0076963	3/13/2019	Hobbs, Michael / Travel			42.50
EX 0077047	3/13/2019	Westbrooks, Kevin / Travel			11.00
EX 0077123	3/18/2019	Gillespie, Ryan / Travel			47.50
Overnight Mail/Courier Service					
AP 295701	3/13/2019	FedEx / Overnight Mail			8.57
Total Reimbursables				225.07	225.07
Total this Task					\$5,663.87
Total this Project					\$8,192.82
Total this Report					\$8,192.82



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2019

Invoice No: 2018119.05 - 7

Invoice Total \$1,016.50

Project 2018119.05 Beachwood - Storm Water Codes - Update

Service Dept.

Professional Services from February 23, 2019 to March 29, 2019

Task 100 Code Review for Updates

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Valentic, Ivan	9.50	107.00	1,016.50
Totals	9.50		1,016.50
Total Labor			1,016.50

Total this Task \$1,016.50

Total this Invoice \$1,016.50

Outstanding Invoices

Number	Date	Balance
6	3/8/2019	1,979.50
Total		1,979.50

Billings to Date

	Current	Prior	Total
Labor	1,016.50	5,348.50	6,365.00
Totals	1,016.50	5,348.50	6,365.00

APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 4-19-19
 P/O: 2019-00089

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2019

Invoice No: 2018119.07 - 11

Invoice Total \$214.00

Project 2018119.07 Beachwood - Halburton Road Reconstruction - Phase 1 (Bryden to Brandon)

Service Dept.
P.O. #2018-01035 \$101,000.00

Professional Services from February 23, 2019 to March 29, 2019

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
Ciuni, Joseph	1.00	107.00	107.00
Project close out.			
Totals	2.00		214.00
Total Labor			214.00

Total this Task \$214.00

Total this Invoice \$214.00

Billings to Date

	Current	Prior	Total
Labor	214.00	96,659.00	96,873.00
Totals	214.00	96,659.00	96,873.00

APPROVED FOR PAYMENT

BY: [Signature]
 DATE: 4-19-19
 P/O: 2018-01035

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
Attn: Larry Heiser, Finance Director
25325 Fairmount Blvd.
Beachwood, OH 44122

April 12, 2019

Invoice No: 2018119.18 - 6

Invoice Total \$4,273.50

Project 2018119.18 Beachwood - Halburton Phase 2

Service Dept.
P.O.#2018-02931 \$105,000.00

Professional Services from February 23, 2019 to March 29, 2019

Task 100 Design

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	17.00	107.00	1,819.00
Fini, Nicholas	16.00	107.00	1,712.00
Gerson, Daniel	5.50	107.00	588.50
Senior Designer			
Weissberg, Carl	2.00	77.00	154.00
Totals	40.50		4,273.50
Total Labor			4,273.50

Total this Task \$4,273.50

Total this Invoice \$4,273.50

Outstanding Invoices

Number	Date	Balance
5	3/8/2019	4,375.50
Total		4,375.50

Billings to Date

	Current	Prior	Total
Labor	4,273.50	32,392.75	36,666.25
Totals	4,273.50	32,392.75	36,666.25

APPROVED FOR PAYMENT

BY: [Signature]
DATE: 4-19-19
P/O: 2018-02931

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2019
 Invoice No: 2018119.19 - 10

Invoice Total \$1,111.74

Project 2018119.19 Beachwood - Campus Road Waterline Replacement and Resurfacing

Service Dept.

Professional Services from February 23, 2019 to March 29, 2019

Task 100 Design
 P.O.# 2018-02927 \$18,500.00

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	3.00	107.00	321.00
Fini, Nicholas	7.00	107.00	749.00
Totals	10.00		1,070.00
Total Labor			1,070.00

Reimbursable Expenses

Reproductions			
2/21/2019	SE Blueprint, Inc.	Repos	41.74
Total Reimbursables			41.74

Total this Task \$1,111.74

Billings to Date

	Current	Prior	Total
Labor	1,070.00	17,070.00	18,140.00
Expense	41.74	0.00	41.74
Totals	1,111.74	17,070.00	18,181.74

Total this Invoice \$1,111.74

Outstanding Invoices

Number	Date	Balance
8	3/8/2019	4,009.00
9	3/8/2019	963.00
Total		4,972.00

APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 4-19-19
 P/O: 2019-01041

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2019

Invoice No: 2018119.19 - 11

Invoice Total \$2,279.00

Project 2018119.19 Beachwood - Campus Road Waterline Replacement and Resurfacing

Service Dept.

Professional Services from February 23, 2019 to March 29, 2019

Task 120 Design - Resurfacing

P.O.# 2018-02923

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Cluni, Joseph	5.00	107.00	535.00
Fini, Nicholas	7.00	107.00	749.00
Gerson, Daniel	7.50	107.00	802.50
Senior Designer			
Weissberg, Carl	2.50	77.00	192.50
Totals	22.00		2,279.00
Total Labor			2,279.00
Total this Task			\$2,279.00

Billings to Date

	Current	Prior	Total
Labor	2,279.00	1,495.00	3,774.00
Totals	2,279.00	1,495.00	3,774.00
Total this Invoice			\$2,279.00

Outstanding Invoices

Number	Date	Balance
8	3/8/2019	4,009.00
10	4/12/2019	1,111.74
Total		5,120.74

APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 4-19-19
 P/O: 2019-01041

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2019
 Invoice No: 2018120.35 - 10

Invoice **\$214.00**
Total

Project 2018120.35 Beachwood - Old Office Max Building - Demo

Building Dept.

Professional Services from February 23, 2019 to March 29, 2019

Task 130 Abatement Tasks

P.O.# 2018-02881 \$12,000.00

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Scott, M. Lincoln	2.00	107.00	214.00
Totals	2.00		214.00
Total Labor			214.00
Total this Task			\$214.00

Billings to Date

	Current	Prior	Total
Labor	214.00	7,639.75	7,853.75
Expense	0.00	3,219.20	3,219.20
Totals	214.00	10,858.95	11,072.95
Total this Invoice			\$214.00

Outstanding Invoices

Number	Date	Balance
9	3/8/2019	1,057.00
Total		1,057.00

Billings to Date

	Current	Prior	Total
Labor	214.00	18,752.25	18,966.25
Expense	0.00	3,219.20	3,219.20
Totals	214.00	21,971.45	22,185.45

APPROVED FOR PAYMENT
 BY: Willy Gwend 4/22/19
 DATE: 4-19-19
 P/O: 2018-02881

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2019
 Invoice No: 2019119.01 - 3

Invoice Total \$742.50

Project 2019119.01 Beachwood - General Engineering

Service Dept.
P.O.#2019-00089

Professional Services from February 23, 2019 to March 29, 2019

Task 200 General Engineering

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Fini, Nicholas	1.00	107.00	107.00
2415 Sittingbourne topo.			
Fini, Nicholas	1.50	107.00	160.50
Cedar Road resurfacing turn lane @ Richmond issue. Steel backed guardrail on Richmond between Shaker EB & WB.			
Fini, Nicholas	3.00	107.00	321.00
Cedar Road resurfacing, ODOT R/W permit re landscaping, Richmond Road guardrail.			
Senior Designer			
Weissberg, Carl	2.00	77.00	154.00
Shaker yard drawing.			
Totals	7.50		742.50
Total Labor			742.50
Total this Task			\$742.50

Billings to Date

	Current	Prior	Total
Labor	742.50	1,672.50	2,415.00
Totals	742.50	1,672.50	2,415.00
Total this Invoice			\$742.50

Outstanding Invoices

Number	Date	Balance
2	3/8/2019	958.00
Total		958.00

APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 4-19-19
 P/O: 2019-00089

Net 30 days.

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 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2019119.01	Beachwood - General Engineering	Invoice	3
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Billings to Date

	Current	Prior	Total
Labor	742.50	3,033.00	3,775.50
Totals	742.50	3,033.00	3,775.50

Net 30 days.

Page 2

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2019

Invoice No: 2019119.05 - 1

Invoice Total \$1,109.00

Project 2019119.05 Beachwood - George Zeiger Drive - Resurfacing

Service Dept.

Professional Services from February 23, 2019 to March 29, 2019

Task 100 Design

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	7.00	107.00	749.00
Senior Designer			
Woycitzky, Robert	3.50	77.00	269.50
1-Person Crew with Robotic Instrument			
Leech, Ryan	1.00	90.50	90.50
Totals	11.50		1,109.00
Total Labor			1,109.00
Total this Task			\$1,109.00

Billings to Date

	Current	Prior	Total
Labor	1,109.00	0.00	1,109.00
Totals	1,109.00	0.00	1,109.00
Total this Invoice			\$1,109.00

Billings to Date

	Current	Prior	Total
Labor	1,109.00	0.00	1,109.00
Totals	1,109.00	0.00	1,109.00

APPROVED FOR PAYMENT

BY: C. Ciuni
 DATE: 4-19-19
 P/O: 2019-00989

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Chief Gary Haba
 Police Department
 2700 Richmond Road
 Beachwood, OH 44122

April 12, 2019
 Invoice No:

2019119.90 - 3

Invoice	\$2,813.50
Total	

Project 2019119.90 Beachwood - 2019 Traffic Engineering Services
 P.O. #2019-00094
 Max Not to Exceed \$45,000.00
Professional Services from February 23, 2019 to March 29, 2019

Task 053 March Signal Management

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Gillespie, Ryan	21.00	107.00	2,247.00	
Design Engineer				
Ferrell, Brett	2.00	92.50	185.00	
Staff Engineer				
Libert, Alica	4.00	83.50	334.00	
Totals	27.00		2,766.00	
Total Labor				2,766.00

Reimbursable Expenses

Travel & Lodging				
3/20/2019	Gillespie, Ryan	Travel	47.50	
Total Reimbursables			47.50	47.50
Total this Task				\$2,813.50

Billing Limits

	Current	Prior	To-Date
Total Billings	2,813.50	1,605.00	4,418.50
Limit			45,000.00
Remaining			40,581.50

Total this Invoice **\$2,813.50**

Outstanding Invoices

Number	Date	Balance
2	3/8/2019	1,070.00
Total		1,070.00

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: 4/19/2019
 P/O: 19-00094 - Police

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2019

Invoice No:

2019120.01 - 3

Invoice Total \$107.00

Project 2019120.01 Beachwood - General Engineering

Building Dept.
P.O.#2019-00102

Professional Services from February 23, 2019 to March 29, 2019

Task 100 General Meeting Attendance

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
P&Z meeting March 28th.			
Totals	1.00		107.00
Total Labor			107.00
Total this Task			\$107.00

Billings to Date

	Current	Prior	Total
Labor	107.00	107.00	214.00
Totals	107.00	107.00	214.00
Total this Invoice			\$107.00

Outstanding Invoices

Number	Date	Balance
2	3/8/2019	107.00
Total		107.00

Billings to Date

	Current	Prior	Total
Labor	107.00	214.00	321.00
Totals	107.00	214.00	321.00

APPROVED FOR PAYMENT
 BY: Will Griswold 4/22/19
 DATE: 4-19-19
 P/O: 2019-00102

Net 30 days.

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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
Attn: Larry Heiser, Finance Director
25325 Fairmount Blvd.
Beachwood, OH 44122

*Sitework Development
#2019-32716*

April 12, 2019
Invoice No:

2019120.09 - 2

Invoice Total	\$308.00
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Project 2019120.09 Beachwood - 25815 Hendon - Drainage Improvements

Building Dept.

Professional Services from February 23, 2019 to March 29, 2019

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount
Senior Designer			
Woycitzky, Robert	4.00	77.00	308.00
25815 Hendon Inspection.			
Totals	4.00		308.00
Total Labor			308.00
Total this Task			\$308.00
Total this Invoice			\$308.00

Outstanding Invoices

Number	Date	Balance
1	3/8/2019	107.00
Total		107.00

Billings to Date

	Current	Prior	Total
Labor	308.00	107.00	415.00
Totals	308.00	107.00	415.00

APPROVED FOR PAYMENT
BY: Will Grissel 4/22/19
DATE: 4-19-19
#: 783-000-53130

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

May 1, 2019

The City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, OH 44122

RE: Building Department Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of April 2019 \$1,440.33
(See attached sheet for breakdown)

Total amount due

One Thousand Four Hundred Forty Dollars and Thirty-Three Cents **\$1,440.33**

Please make check payable to "Code Consultation & Plan Review Services, LLC." Thank you.



Paul Kowalczyk, MPE #798

APPROVED FOR PAYMENT
BY: Walter Grissel
DATE: 5/3/19
P/O: _____

**City of Beachwood
Plan Examination Services
April 2019 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2018-30761	BW19-20.1 4/1/19	Beachwood Apartments 23511 Chagrin Blvd. Interior and Entry Canopy Renovation - Revisions	30 min.	\$41.75
2019-32573	BW19-27 4/1/19	Insight2Profit 3333 Richmond Road, 2 nd Floor Fire Alarm System alterations	1 hour 30 min.	\$125.25
2019-32448	BW19-28 4/7/19	Affinity Whole Health 3401 Richmond Road, Suite 101 Fire Sprinkler System Alterations	30 min.	\$41.75
2019-32550	BW19-29 4/9/19	Pointe East Condominium 27500 Cedar Road, PH #2 Fire Sprinkler System alterations	45 min.	\$62.61
2019-33139	BW19-30 4/9/19	UH Ahuja Medical Center 3999 Richmond Road Pharmacy Trailer	45 min.	\$62.61
2019-32823	BW19-31 4/9/19	Hough Bakery 3365 Richmond Road Tenant Improvements	1 hour 30 min.	\$125.25
2019-33164	BW19-32 4/11/19	Cleveland Clinic Cyber Security Operations 25900 Science Park Drive Interior Alterations	2 hours	\$167.00
2019-32550	BW19-09.2 4/14/19	Pointe East Condominium 27500 Cedar Road, PH #2 Interior Alterations	30 min.	\$41.75
2018-30761	BW19-33 4/14/19	Beachwood Deville Apartments – South Bldg. 23305 Chagrin Blvd. Fire Alarm System alterations	45 min.	\$62.61
2018-30761	BW19-34 4/14/19	Beachwood Deville Apartments – North Bldg. 23351 Chagrin Blvd. Fire Alarm System alterations	30 min.	\$41.75
2019-33170	BW19-35 4/14/19	Dr. Durdin / Hope Behavioral Health 24100 Chagrin Blvd., Suite 400/410 Interior Alterations	2 hours	\$167.00
2019-33219	BW19-36 4/16/19	Common Area Improvement 3700 Park East Interior Alterations	30 min.	\$41.75
2019-33242	BW19-37 4/19/19	Cleveland Clinic Beachwood FHC 26900 Cedar Road Tech Room HVAC Upgrades	1 hour	\$83.50
2019-33255	BW19-38 4/23/19	ID Consultants 3609 Park East Drive Interior Alterations	1 hour 30 min.	\$125.25

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

2019-33270	BW19-39 4/24/19	Beachwood Highway 3875 Park East Drive Antenna additions	1 hour 30 min.	\$125.25
2019-32549	BW19-40 4/28/19	Beachwood Adult Daycare 23850 Commerce Park Fire Alarm System	1 hour 30 min.	\$125.25
Total:				\$1,440.33

Paul Kowalczyk, MPE #798

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, Ohio 44122

April 15, 2019

FED ID # 46-3453684

P.O. # 2018-03082

INV # BW-1918

For professional services rendered with regard to **Updating the Planning and Zoning and Building Codes** pursuant to the above referenced Purchase Order:

Prepare Draft Summary of Proposed Code Amendments

G. Smerigan	2.5 Hours	@	\$115.00 / hour	\$287.50
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Meeting with Mayor and Building Commissioner (4/5/19)

G. Smerigan	1.5 Hours	@	\$115.00 / hour	\$172.50
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TOTAL DUE THIS INVOICE

\$460.00

Thank you,



George Smerigan
Member

APPROVED FOR PAYMENT
BY: Will Brisner
DATE: 4/17/19
P/O: 19-00883

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, Ohio 44122

April 26, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1919

For professional services rendered with regard to plan reviews and report preparation for the **April 25, 2019 Planning and Zoning Commission Meeting** as follows:

Dana Burdages
#1993109
P&Z 2019-09

Buffalo Lodging Associates

G. Smerigan

2.0 Hours

@

\$115.00 / hour

Memo
\$230.00 *1/2*

TOTAL DUE THIS INVOICE

\$230.00 ✓

Thank you,

APPROVED FOR PAYMENT
BY: WSG
DATE: 4/24/19
P/O: _____



George Smerigan
Managing Member

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, Ohio 44122

April 26, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1920

*change to Bulldog G.F.
P/O.*

For professional services rendered with regard to plan reviews and report preparation for the **April 25, 2019 Planning and Zoning Commission Meeting** as follows:

P&Z 2019-12

Harry Zelwin - 24872 Maidstone Lane

G. Smerigan

2.0 Hours

@

\$115.00 / hour

\$230.00

112

TOTAL DUE THIS INVOICE

\$230.00

APPROVED FOR PAYMENT

BY: W G

DATE: 4/29/19

P/O: 19-00131-Bldg

Thank you,



George Smerigan
Managing Member

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, Ohio 44122

April 26, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1921

#1993108
JVS Central Bill Pay
memo

For professional services rendered with regard to plan reviews and report preparation for the **April 25, 2019 Planning and Zoning Commission Meeting** as follows:

P&Z 2019-08 Land Design Consultants / Richard E. Jacobs Group, LLC

G. Smerigan 1.5 Hours @ \$115.00 / hour \$172.50 11

TOTAL DUE THIS INVOICE

\$172.50

Thank you,



George Smerigan
Managing Member

APPROVED FOR PAYMENT
BY: WS
DATE: 4/29/19
P/O: _____

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, Ohio 44122

April 26, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1922

Handwritten:
BH New - \$300
#1993110
Nellekbu LLC
#1993111 #45

For professional services rendered with regard to plan reviews and report preparation for the **April 25, 2019 Planning and Zoning Commission Meeting** as follows:

P&Z 2019-10 **Land Design Consultants / Goddard School**

G. Smerigan 3.0 Hours @ \$115.00 / hour \$345.00

Handwritten: 1K

TOTAL DUE THIS INVOICE

\$345.00

Thank you,



George Smerigan
Managing Member

Stamp: NOT REVENUE FOR PAYMENT

Handwritten: W4

Handwritten: 4/29/19

Handwritten: P/O:

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, Ohio 44122

April 26, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1923

#1993111
Nellekbw
Memo

For professional services rendered with regard to plan reviews and report preparation for the **April 25, 2019 Planning and Zoning Commission Meeting** as follows:

P&Z 2019-10 Land Design Consultants / Nellekbw

G. Smerigan 2.5 Hours @ \$115.00 / hour \$287.50

11

TOTAL DUE THIS INVOICE

\$287.50

Thank you,



George Smerigan
Managing Member

DATE:

P/O:

WS

4/29/19

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, Ohio 44122

April 26, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1924

For professional services rendered with regard to plan reviews and report preparation for the **April 25, 2019 Planning and Zoning Commission Meeting** as follows:

P&Z 2019-01

Ordinance No. 2019-20

G. Smerigan

1.0 Hours

@

\$115.00 / hour

\$115.00

TOTAL DUE THIS INVOICE

\$115.00

Thank you,



George Smerigan
Managing Member

APPROVED FOR PAYMENT
WG
DATE: 4/26/19
P/O:

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, Ohio 44122

April 26, 2019

FED ID # 46-3453684

P.O. # 2018-03082

INV # BW-1925

For professional services rendered with regard to **Updating the Planning and Zoning and Building Codes** pursuant to the above referenced Purchase Order:

Coordination Re: Proposed Code Amendments

G. Smerigan	1.0 Hours	@	\$115.00 / hour	\$115.00	115
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* **Meeting with B. Linick and D. Calta (4/22/19)**

G. Smerigan	2.0 Hours	@	\$115.00 / hour	\$230.00	115
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TOTAL DUE THIS INVOICE

\$345.00

APPROVED FOR PAYMENT
BY: D. Calta
DATE: 4.30.19
P/O: 19-00883 - Law

Thank you,



George Smerigan
Member

Memorandum

To: Larry Heiser, Finance Director
From: Craig Kaufman, IT Manager
Subject: City Hall PC's
Date: April 29, 2019

Some desktop computers in City Hall are over 5 years old and many are experiencing performance issues and other problems. They are overdue for replacement. \$40,000.00 was budgeted for this in 2019. I am recommending we replace 26 Dell computers and 39 monitors that are 5 years or older which are in different departments.

The required Microsoft software was also quoted by CDWG and SHI, with SHI offering the best price at \$8,259.09 for 30 licenses. It is difficult to get a third quote since SHI is known to price their software lowest and a few companies just refused to even quote it. These new computers will replace many of the ones in use but not all. We will plan to replace the remainder in 2020 and 2021.

We have received 3 quotes from vendors. They have submitted proposals for Dell, HP and Lenovo. Which Dell was the lowest cost at \$26,894.10.

The total cost of the computers, monitors and standard software is \$35,153.19, which is under the budgeted amount of \$40,000.00. I respectfully request that these purchases be approved by you and placed on the next available council agenda.

If you have any questions or concerns please feel free to call me.

AN ORDINANCE ACCEPTING A QUOTATION FROM DELL EMC TO PURCHASE COMPUTERS AND MONITORS FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, three (3) quotations were received by the City of Beachwood for the replacement of Twenty Eight (28) Computers and thirty nine (39) Monitors; and

WHEREAS, the quotation from DELL EMC was the lowest and best quotation received in an amount not to exceed Twenty Six Thousand Eight Hundred Ninety Four Dollars and Ten Cents (\$26,894.10) for the purchase of computers, monitors and related equipment for use in various City of Beachwood Departments.

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

Section 1: Based upon the recommendation of the IT Manager, the quotation from DELL EMC, a copy of which is attached hereto and incorporated herein as Exhibit "A", is found to be the lowest and best quotation received in an amount not to exceed Twenty Six Thousand Eight Hundred Ninety Four Dollars and Ten Cents (\$26,894.10). The Mayor is hereby authorized and directed to accept the above quotation for the purchase of computers, monitors and related equipment for use in various City of Beachwood Departments.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared an urgent measure necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that this purchase may be made as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 20th day of May, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21st day of May, 2019.

Clerk

Approval: I have approved this legislation this 21st day of May, 2019, and filed it with the Clerk.

Mayor



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000037494793.1
Total \$26,894.10
Customer # 6782788
Quoted On Apr. 29, 2019
Expires by May. 29, 2019
Deal ID 16277688

Sales Rep Chika Christenson
Phone (800) 456-3355, 7254121
Email Chika_Christenson@Dell.com
Billing To ACCOUTS PAYABLE
CITY OF BEACHWOOD
PO BOX 22659
2700 RICHMOND RD
BEACHWOOD, OH 44122

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chika Christenson

Shipping Group

Shipping To	Shipping Method
CRAIG KAUFNAM CITY OF BEACHWOOD 2700 RICHMOND RD BEACHWOOD, OH 44122-1780 (216) 595-3711	Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 3060 MFF	\$579.75	24	\$13,914.00
Dell Micro All-in-One Stand	\$63.19	23	\$1,453.37
Dell 24 Monitor - P2419H	\$162.95	39	\$6,355.05
Dell Stereo Soundbar – AC511M	\$28.43	24	\$682.32
OptiPlex 5060 SFF	\$1,150.83	1	\$1,150.83
Dell Latitude 5490	\$900.68	1	\$900.68

Latitude 14 Rugged 5414	\$1,246.79	1	\$1,246.79
Dell Business Dock - WD15 with 130W adapter	\$145.19	2	\$290.38
Dell Latitude 5590	\$900.68	1	\$900.68

Subtotal:	\$26,894.10
Shipping:	\$0.00
Non-Taxable Amount:	\$26,894.10
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$26,894.10

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

CRAIG KAUFNAM
CITY OF BEACHWOOD
2700 RICHMOND RD
BEACHWOOD, OH 44122-1780
(216) 595-3711

Shipping Method

Standard Delivery

			Qty	Subtotal
OptiPlex 3060 MFF		\$579.75	24	\$13,914.00
Estimated delivery if purchased today: May. 02, 2019 Contract # 22AAL Customer Agreement # STS033-534109				
Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 3060 Micro Form Factor BTX	210-AOIK	-	24	-
Intel Core i5-8500T (6 Cores/9MB/6T/up to 3.5GHz/35W); supports Windows 10/Linux	338-BNZV	-	24	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	24	-
No AutoPilot	340-CKSZ	-	24	-
No Productivity Software	630-AAPK	-	24	-
8GB 1X8GB DDR4 2666MHz Non-ECC	370-ADZL	-	24	-
No Additional Hard Drive	401-AANH	-	24	-
SSD as first boot drive	340-ABIG	-	24	-
M.2 256GB SATA Class 20 Solid State Drive	400-AWFS	-	24	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	24	-
Qualcomm QCA9377 Dual-band 1x1 802.11ac Wireless with MU-MIMO + Bluetooth 4.1	555-BDZT	-	24	-
Internal Wireless Antennas	555-BDZX	-	24	-
Qualcomm Wireless QCA9377 1x1 driver	555-BECR	-	24	-
No PCIe add-in card	492-BBFF	-	24	-
OptiPlex 3060 Micro with 65W up to 87% efficient adapter	329-BDQY	-	24	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	24	-
Black Dell MS116 Wired Mouse	275-BBBW	-	24	-
No Cable Cover	325-BCZQ	-	24	-
No Additional Cable Requested	379-BBCY	-	24	-
Not selected in this configuration	817-BBBC	-	24	-
No Integrated Stand option	575-BBBI	-	24	-
SupportAssist	525-BBCL	-	24	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	24	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	24	-
Waves Maxx Audio	658-BBRB	-	24	-
Dell Developed Recovery Environment	658-BCUV	-	24	-

Software for OptiPlex Systems	658-BDVY	-	24	-
No Anti-Virus Software	650-AAAM	-	24	-
OS-Windows Media Not Included	620-AALW	-	24	-
Energy Star	387-BBLW	-	24	-
Fixed Hardware Configuration	998-CYYF	-	24	-
CMS Software not included	632-BBBJ	-	24	-
TPM Enabled	329-BBJL	-	24	-
US Power Cord	450-AAZN	-	24	-
Intel(R) Core(TM) i5 Processor Label	389-CGBB	-	24	-
Retail POD	389-BDQH	-	24	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	24	-
No Intel Responsive	551-BBBJ	-	24	-
No Out-of-Band Systems Management	631-ABSG	-	24	-
No CompuTrace	461-AABF	-	24	-
US Order	332-1286	-	24	-
Regulatory,Label,Opti 3060 MFF,65W	389-CMVJ	-	24	-
Ship Material for OptiPlex Micro Form Factor	340-CDWS	-	24	-
Shipping Label for DAO	389-BBUU	-	24	-
Documentation,English,French,Dell OptiPlex 3060	340-CDWM	-	24	-
65 Watt AC Adapter	450-ADTR	-	24	-
Desktop BTS/BTP Shipment	800-BBIP	-	24	-
No External ODD	429-ABGY	-	24	-
No Option Included	340-ACQQ	-	24	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	24	-
ProSupport: Next Business Day Onsite, 3 Years	803-8646	-	24	-
ProSupport: 7x24 Technical Support, 3 Years	803-8702	-	24	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	24	-

			Qty	Subtotal
Dell Micro All-in-One Stand	\$63.19		23	\$1,453.37

Estimated delivery if purchased today:

May. 17, 2019

Contract # 22AAL

Customer Agreement # STS033-534109

Description	SKU	Unit Price	Qty	Subtotal
Dell Micro All-in-One Stand	452-BCQC	-	23	-
			Qty	Subtotal
		\$162.95	39	\$6,355.05

Dell 24 Monitor - P2419H

Estimated delivery if purchased today:

May. 06, 2019

Contract # 22AAL

Customer Agreement # STS033-534109

Description	SKU	Unit Price	Qty	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	39	-
Dell Limited Hardware Warranty	814-5380	-	39	-
Advanced Exchange Service, 3 Years	814-5381	-	39	-
			Qty	Subtotal

Dell Stereo Soundbar – AC511M**\$28.43****24****\$682.32**

Estimated delivery if purchased today:

May. 03, 2019

Contract # 22AAL

Customer Agreement # STS033-534109

Description**SKU****Unit Price****Qty****Subtotal**

Dell Stereo Soundbar – AC511M

520-AAOT

-

24

-

OptiPlex 5060 SFF**\$1,150.83****Qty
1****Subtotal
\$1,150.83**

Estimated delivery if purchased today:

May. 14, 2019

Contract # 22AAL

Customer Agreement # STS033-534109

Description**SKU****Unit Price****Qty****Subtotal**

OptiPlex 5060 SFF XCTO

210-AOTX

-

1

-

Intel Core i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports
Windows 10/Linux

338-BNZW

-

1

-

Win 10 Pro 64 English, French, Spanish

619-AHKN

-

1

-

No AutoPilot

340-CKSZ

-

1

-

No Productivity Software

630-AAPK

-

1

-

16GB 1x16GB DDR4 2666MHz UDIMM Non-ECC

370-AEBF

-

1

-

No Additional Hard Drive

401-AANH

-

1

-

NVIDIA GeForce GT 730, 2GB, HH (DP/DP)

490-BEFV

-

1

-

SSD as first boot drive

340-ABIG

-

1

-

M.2 512GB SATA Class 20 Self Encrypting Opal 2.0 Solid State Drive

400-AWFX

-

1

-

M2X3.5 Screw for SSD/DDPE

773-BBBC

-

1

-

ODD Bezel, Small Form Factor

325-BCXP

-

1

-

8x DVD+/-RW 9.5mm Optical Disk Drive

429-ABFH

-

1

-

No Media Card Reader

379-BBHM

-

1

-

No Wireless LAN Card

555-BBFO

-

1

-

No Wireless Driver

340-AFMQ

-

1

-

No PCIe add-in card

492-BBFF

-

1

-

OptiPlex 5060 Small Form Factor with 200W up to 85% efficient Power
Supply (80Plus Bronze)

329-BDRI

-

1

-

Black Dell KB216 Wired Multi-Media Keyboard English

580-ADJC

-

1

-

Black Dell MS116 Wired Mouse

275-BBBW

-

1

-

No Cable Cover

325-BCZQ

-

1

-

No Additional Cable Requested

379-BBCY

-

1

-

Not selected in this configuration

817-BBBC

-

1

-

No Integrated Stand option

575-BBBI

-

1

-

SupportAssist

525-BBCL

-

1

-

Dell(TM) Digital Delivery Cirrus Client

640-BBLW

-

1

-

Dell Client System Update (Updates latest Dell Recommended BIOS,
Drivers, Firmware and Apps)

658-BBMR

-

1

-

Waves Maxx Audio

658-BBRB

-

1

-

Dell Developed Recovery Environment

658-BCUV

-

1

-

Software for OptPlex Systems

658-BDVO

-

1

-

OS-Windows Media Not Included	620-AALW	-	1	-
Energy Star	387-BBLW	-	1	-
No FGA	817-BBBB	-	1	-
Chassis Intrusion Switch SFF	461-AAEE	-	1	-
No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	575-BBKX	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
TPM Enabled	329-BBJL	-	1	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	1	-
No Intel Responsive	551-BBBJ	-	1	-
Intel(R) Core(TM) i7 Processor Label	389-CGBC	-	1	-
No UPC Label	389-BCGW	-	1	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	1	-
No CompuTrace	461-AABF	-	1	-
US Order	332-1286	-	1	-
Documentation, English, Spanish, Dell OptiPlex 5060 Small Form Factor	340-CDZE	-	1	-
No External ODD	429-ABGY	-	1	-
SFF EPA Regulatory LBL for Mexico	389-CXHV	-	1	-
Ship Material for OptiPlex Small Form Factor	340-CDWZ	-	1	-
Shipping Label for DAO	389-BBUU	-	1	-
Intel Standard Manageability	631-ABRK	-	1	-
No Additional Video Ports	492-BCKH	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	804-9050	-	1	-
ProSupport: Next Business Day Onsite 3 Years	804-9070	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	1	-
Dell Latitude 5490		\$900.68	Qty 1	Subtotal \$900.68

Estimated delivery if purchased today:

May. 02, 2019

Contract # 22AAL

Customer Agreement # STS033-534109

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5490 BTX	210-ANMF	-	1	-
8th Gen Intel Core i5-8350U Processor (Quad Core, 6MB Cache, 1.7GHz,15W)	379-BCXH	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No Productivity Software	630-AAPK	-	1	-
Intel(R) Core(TM) i5-8350U Processor Base, Integrated UHD Graphics 620	338-BNHL	-	1	-
Intel Vpro Technology Enable	631-ABNQ	-	1	-
8GB, 1x8GB, DDR4 2400MHz Memory	370-ADIB	-	1	-
M.2 256GB SATA Class 20 Solid State Drive	400-AOTF	-	1	-

M.2 SSD SATA Hard Drive Bracket	575-BBKU	-	1	-
Non-Touch FHD LCD Back Cover with WLAN/WWAN antenna	320-BCJW	-	1	-
Non-Touch LCD bezel RGB camera+Mic	325-BCTR	-	1	-
14.0" FHD (1920 x 1080) Non-Touch LCD	391-BDKG	-	1	-
Dual Pointing English backlit Keyboard	583-BEHW	-	1	-
No Mouse	570-AADK	-	1	-
Intel Dual-Band Wireless-AC 8265 Driver	555-BDUH	-	1	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	1	-
No Mobile Broadband Card	362-BBBB	-	1	-
Primary 4-cell 68W/HR Battery	451-BBXV	-	1	-
65W AC Adapter, 7.4mm Barrel	492-BBXF	-	1	-
Smart Card Reader only Palmrest, Dual Point	346-BCOD	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
No Media	620-AAOH	-	1	-
No Docking Station	452-BBSE	-	1	-
Fixed Hardware Configuration	998-CTTR	-	1	-
No Removable CD/DVD Drive	429-AATO	-	1	-
US Power Cord	450-AAEJ	-	1	-
No Option Included	340-ACQQ	-	1	-
US Order	332-1286	-	1	-
No Resource DVD / USB	430-XXYG	-	1	-
No Carrying Case	460-BBEX	-	1	-
Quick Reference Guide DAO	340-BYSS	-	1	-
Energy Star Certified	387-BBLZ	-	1	-
Smart Selection Shipment (S)	800-BBGW	-	1	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	1	-
Dell Command Power Manager (DCPM)	525-0131	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Developed Recovery Environment	658-BCUV	-	1	-
System Shipment, Latitude 5490	658-BDRV	-	1	-
EAN label	389-BKKL	-	1	-
Regulatory Label included	389-BEYY	-	1	-
8th Gen Intel Core i5 vPro processor label	389-CGJO	-	1	-
Direct ship Info Mod	340-AAPP	-	1	-
Smart Select MIN SHIP (DAO)	340-BYSL	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	1	-

Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-
			Qty	Subtotal
Latitude 14 Rugged 5414		\$1,246.79	1	\$1,246.79

Estimated delivery if purchased today:

Jun. 04, 2019

Contract # 22AAL

Customer Agreement # STS033-534109

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5414 Rugged, XCTO	210-AJRP	-	1	-
Intel Core i5-6300U Processor (Dual Core, 3M Cache, 2.40 GHz)	338-BJIR	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No Software	630-AARX	-	1	-
No DDP ESS Software	634-BENZ	-	1	-
No Out-of-Band Systems Management	631-AAZE	-	1	-
8GB (2x4GB) DDR4 2133MHz Memory	370-ACDE	-	1	-
128GB Solid State Drive	400-ANBJ	-	1	-
No AutoPilot	340-CKSZ	-	1	-
TPM Enabled	340-AJPV	-	1	-
Intel Integrated HD Graphics 520	490-BDCP	-	1	-
14.0" HD (1366x768)Non-Touch,with Camera with Privacy Shutter and Microphone	391-BCRT	-	1	-
Sealed Internal Non-Backlit Keyboard	580-AFDC	-	1	-
No Mouse	570-AADK	-	1	-
Intel Dual-Band Wireless-AC 8260 Driver	555-BCZH	-	1	-
Intel Dual Band Wireless 8260 (802.11ac) W/ Bluetooth	555-BCMT	-	1	-
No Mobile Broadband Card	362-BBBB	-	1	-
6-cell (65Wh) Lithium Ion Battery With ExpressCharge	451-BBWF	-	1	-
65W AC Adapter, 3-pin	492-BBEM	-	1	-
No FGA	817-BBBB	-	1	-
US Power Cord	450-AAEJ	-	1	-
No Optical Drive	325-BBZJ	-	1	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	1	-
Quick Setup Guide (English)	340-BICE	-	1	-
US Order	332-1286	-	1	-
No Energy Star	387-BBCE	-	1	-
No UPC Label	389-BDCE	-	1	-
No Media	620-AAOH	-	1	-
No Option Included	340-ACQQ	-	1	-
ODM Info	340-AFRW	-	1	-
Shipping Material for Latitude 14 Rugged (5414)	340-BIRL	-	1	-
No Stand included	575-BBCH	-	1	-

Regulatory label	389-BKKW	-	1	-
Intel Core i5 Processor Label	389-BJTJ	-	1	-
BTO Standard shipment Air	800-BBGF	-	1	-
Dell Power Manager	340-ADFZ	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
System Driver, Dell Rugged Latitude 5414	640-BBQK	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio Royalty	658-BBNF	-	1	-
Dell Developed Recovery Environment	658-BCUV	-	1	-
No Carrying Case	460-BBEX	-	1	-
No PCMCIA Card or ExpressCard Reader	540-BBLW	-	1	-
Docking connector for Rugged Docking Station only	590-TEVW	-	1	-
PowerDVD Software not included	429-AAGQ	-	1	-
No Additional Ports	590-TEVT	-	1	-
No Option Included	340-ACQQ	-	1	-
Regulatory Label for Non Rubber Keyboard with WLAN	389-BKNC	-	1	-
ProSupport: Next Business Day Onsite, 3 Years	808-6784	-	1	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	1	-
ProSupport: 7X24 Technical Support, 3 Years	808-6809	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	1	-
Dell Business Dock - WD15 with 130W adapter		\$145.19	Qty 2	Subtotal \$290.38
Estimated delivery if purchased today: May. 03, 2019 Contract # 22AAL Customer Agreement # STS033-534109				
Description	SKU	Unit Price	Qty	Subtotal
Kit-Dell Dock WD15,US,130W,1.1C,MDP	452-BDDV	-	2	-
Dell Latitude 5590		\$900.68	Qty 1	Subtotal \$900.68
Estimated delivery if purchased today: May. 02, 2019 Contract # 22AAL Customer Agreement # STS033-534109				
Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5590 BTX	210-ANMI	-	1	-
8th Gen Intel Core i5-8250U Processor (Quad Core, 6MB Cache, 1.6GHz,15W)	379-BCXF	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No Productivity Software	630-AAPK	-	1	-
Intel(R) Core(TM) i5-8250U Processor Base, Integrated UHD Graphics 620	338-BNGU	-	1	-
No Out-of-Band Systems Management	631-ABNR	-	1	-
8GB, 1x8GB, DDR4 2400MHz Memory	370-ADIB	-	1	-
M.2 256GB SATA Class 20 Solid State Drive	400-AOTF	-	1	-

M.2 SSD SATA Hard Drive Bracket	575-BBKU	-	1	-
Non-Touch LCD Back Cover with WLAN/WWAN antenna	320-BCJO	-	1	-
Non-Touch LCD bezel+RGB(HD) camera+Mic	325-BCTN	-	1	-
15.6" FHD (1920 x 1080) Non-Touch LCD	391-BDKE	-	1	-
Dual Pointing Backlit Keyboard with Number Pad (US English)	583-BEFD	-	1	-
No Mouse	570-AADK	-	1	-
Intel Dual-Band Wireless-AC 8265 Driver	555-BDUH	-	1	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	1	-
No Mobile Broadband Card	362-BBBB	-	1	-
Primary 4-cell 68W/HR Battery	451-BBXV	-	1	-
65W AC Adapter, 7.4mm Barrel	492-BBXF	-	1	-
Dual Point Palmrest with No Security	346-BCPD	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
No Media	620-AAOH	-	1	-
No Docking Station	452-BBSE	-	1	-
Fixed Hardware Configuration	998-CTQY	-	1	-
US Power Cord	450-AAEJ	-	1	-
Dell Command Power Manager (DCPM)	525-0131	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Developed Recovery Environment	658-BCUV	-	1	-
Dell Latitude 5590 SRV	658-BDTQ	-	1	-
No Carrying Case	460-BBEX	-	1	-
No Removable CD/DVD Drive	429-AATO	-	1	-
No Option Included	340-ACQQ	-	1	-
US Order	332-1286	-	1	-
No Resource DVD / USB	430-XXYG	-	1	-
MOD,PLCMT,QSG,WIN10,559X,DAO	340-BYSK	-	1	-
Energy Star Certified	387-BBLZ	-	1	-
Smart Selection Shipment (S)	800-BBGW	-	1	-
Intel(R) Core(TM) i5 Processor Label	389-CGBB	-	1	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	1	-
EAN label	389-BKKL	-	1	-
Regulatory Label included	389-BEYY	-	1	-
Direct ship Info Mod	340-AAPP	-	1	-
Smart Select MIN SHIP (DAO)	340-BYSD	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	1	-

Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-

Subtotal:	\$26,894.10
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$26,894.10

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: [Dell's Terms of Sale](#), which include a binding consumer arbitration provision and incorporate Dell's U.S. [Return Policy](#) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - [Type A](#) and use of the Dell-branded system software is subject to the Dell End User License Agreement - [Type S](#).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at (["Satisfaction Guarantee"](#)) and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

Quotation

Quote: BPIQ26789	Pc Refresh - City Hall	Date: 2/26/2019
Prepared By: Morgan McCausland	440-717-4112	mmccausland@bpiohio.com

Bill To: City of Beachwood
Aj Allen
25325 Fairmount Blvd.
Beachwood, OH 44122

Phone: (216) 595-3405
Fax:

Ship To: City of Beachwood
Aj Allen
25325 Fairmount Blvd.
Beachwood, OH 44122

Phone: (216) 595-3405
Fax:

Qty	Description	Unit Price	Extended
28	HP Business Desktop ProDesk 400 G4 Desktop Computer - Intel Core i5 (8th Gen) i5-8500T 2.10 GHz - 8 GB DDR4 SDRAM - 256 GB SSD - Windows 10 Pro 64-bit (English) - Desktop Mini - Intel UHD Graphics 630 Graphics - Wireless LAN - Bluetooth - English Keyboard	\$658.00	\$18,424.00
28	HP Mounting Bracket for Mini PC, Flat Panel Display	\$29.00	\$812.00
28	HP S100 Sound Bar Speaker - 2.80 W RMS - Black - 140 Hz - 20 kHz - USB	\$26.00	\$728.00
43	HP Business E243 23.8" LED LCD Monitor - 16:9 - 5 ms - 1920 x 1080 - 250 Nit - 10,000,000:1 - Full HD - HDMI - VGA - DisplayPort - USB - 38 W - ErP, WEEE, SmartWay, cTUVus, China Energy Label (CEL), TIV-GS, REACH, EPEAT Gold, TCO Certified Edge	\$159.00	\$6,837.00
1	HP Z2 G4 Workstation - 1 x Intel Core i7 (8th Gen) i7-8700 Hexa-core (6 Core) 3.20 GHz - 16 GB DDR4 SDRAM - 512 GB SSD NVIDIA Quadro P620 2 GB Graphics - Windows 10 Pro 64-bit (English) - Small Form Factor - Black - 1 Processor Support - 64 GB RAM Support - Intel Optane Memory Ready - English Keyboard - Serial ATA/600 Controller - 0, 1 RAID Levels - DisplayPort	\$1,365.00	\$1,365.00
1	HP ProBook 440 G6 14" LCD Notebook - Intel Core i5 (8th Gen) i5-8265U Quad-core (4 Core) 1.60 GHz - 8 GB DDR4 SDRAM - 256 GB SSD - Windows 10 Pro 64-bit (English) - 1920 x 1080 - Natural Silver - Intel UHD Graphics 620 DDR4 SDRAM - Bluetooth - English Keyboard - Front Camera/Webcam - IEEE 802.11ac - Gigabit Ethernet - Intel Optane Memory Ready - Network (RJ-45) - HDMI - USB Type-C - 13.25 Hour Battery Run Time	\$840.00	\$840.00
1	HP Thunderbolt Dock G2 (120w) - for Notebook - 120 W - USB Type C - 5 x USB Ports - 3 x USB 3.0 - Network (RJ-45) - VGA - DisplayPort - Thunderbolt - Wired	\$236.00	\$236.00
1	Panasonic Toughbook 54 Prime - 14" - Core i5 7300U - 8 GB RAM - 256 GB SSD- CF54 14.0 HD 8GB 256GB SSD	\$1,850.00	\$1,850.00
1	Dropship Product Directly to Customer	\$75.00	\$75.00

Please contact me if I can be of further assistance.

Pricing on this quotation is valid for 10 days and excludes shipping charges to your location.

Subtotal	\$31,167.00
Sales Tax	\$0.00
TOTAL	\$31,167.00

To order, please sign and return this quotation.

Thank you for your inquiry.

Name: _____ Date: _____ PO: _____

QUOTE CONFIRMATION



DEAR AJ ALLEN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KKXD107	2/14/2019	LENOVO PCS	11169993	\$31,570.37

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkCentre M710q - tiny desktop - Core i5 7500T 2.7 GHz - 8 GB - 25 Mfg. Part#: 10MR0004US UNSPSC: 43211508 Contract: CDW-G GSA Schedule with Professional Services (47QTCA18D004K)	28	4599877	\$620.00	\$17,360.00
Lenovo ThinkCentre Tiny-in-One 24 - Gen 3 - LED monitor - Full HD (1080p) - Mfg. Part#: 10QYPAR1US UNSPSC: 43211902 Contract: SYNnex GSA SCHEDULE (SLED) (GS-35F-0143R)	28	4785950	\$199.78	\$5,593.84
Panasonic Toughbook 54 Prime - 14" - Core i5 7300U - 8 GB RAM - 256 GB SSD Mfg. Part#: CF-54G2878VM UNSPSC: 43211503 Contract: PROMARK GSA SCHEDULE (GS-35F-303DA)	1	4858103	\$1,762.53	\$1,762.53
Lenovo ThinkStation P330 - tiny desktop - Core i5 8500T 2.1 GHz - 16 GB - 2 Mfg. Part#: 30CF0003US UNSPSC: 43211515 Contract: MARKET	1	5266191	\$803.00	\$803.00
Lenovo ThinkPad USB-C Dock - docking station - VGA Mfg. Part#: 40A90090US UNSPSC: 43211602 Contract: MARKET	1	4413251	\$176.00	\$176.00
Lenovo ThinkPad T480 - 14" - Core i5 8250U - 8 GB RAM - 256 GB SSD Mfg. Part#: 20L5000YUS UNSPSC: 43211503 Contract: MARKET	1	4970183	\$1,190.00	\$1,190.00
Lenovo ThinkStation P330 - SFF - Core i7 8700 3.2 GHz - 16 GB - 512 GB Mfg. Part#: 30C70011US UNSPSC: 43211515 Contract: MARKET	1	5266306	\$1,280.00	\$1,280.00
Lenovo ThinkVision P24q - LED monitor - 23.8" Mfg. Part#: 61A5GAR3US UNSPSC: 43211902	15	4468844	\$227.00	\$3,405.00

QUOTE DETAILS (CONT.)

Contract: MARKET

PURCHASER BILLING INFO		SUBTOTAL	\$31,570.37
Billing Address: CITY OF BEACHWOOD ACCTS PAYABLE PO BOX 22659 BEACHWOOD, OH 44122-0659 Phone: (216) 292-1904 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$31,570.37
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		
DELIVER TO			
Shipping Address: CITY OF BEACHWOOD AJ ALLEN 23355 MERCANTILE RD BEACHWOOD, OH 44122-0659 Shipping Method: CEVA Deferred, 3-5 Days			

Need Assistance? CDW•G SALES CONTACT INFORMATION



Jeff Jones

|

(866) 668-9487

|

jeffjon@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Memorandum

To: Larry Heiser, Finance Director
From: Craig Kaufman, IT Manager
Subject: City Hall PC's
Date: April 29, 2019

Some desktop computers in City Hall are over 5 years old and many are experiencing performance issues and other problems. They are overdue for replacement. \$40,000.00 was budgeted for this in 2019. I am recommending we replace 26 Dell computers and 39 monitors that are 5 years or older which are in different departments.

The required Microsoft software was also quoted by CDWG and SHI, with SHI offering the best price at \$8,259.09 for 30 licenses. It is difficult to get a third quote since SHI is known to price their software lowest and a few companies just refused to even quote it. These new computers will replace many of the ones in use but not all. We will plan to replace the remainder in 2020 and 2021.

We have received 3 quotes from vendors. They have submitted proposals for Dell, HP and Lenovo. Which Dell was the lowest cost at \$26,894.10.

The total cost of the computers, monitors and standard software is \$35,153.19, which is under the budgeted amount of \$40,000.00. I respectfully request that these purchases be approved by you and placed on the next available council agenda.

If you have any questions or concerns please feel free to call me.

INTRODUCED BY:

ORDINANCE NO. 2019-64

AN ORDINANCE ACCEPTING A QUOTATION FROM SHI INTERNATIONAL, CORP. TO PURCHASE MICROSOFT OFFICE LICENSES FOR USE BY VARIOUS CITY OF BEACHWOOD DEPARTMENTS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, two (2) quotations were received by the City for thirty (30) Microsoft Office Licenses for use by various City of Beachwood Departments; and

WHEREAS, the quotation from SHI International Corp., in the amount Eight Thousand Two Hundred Fifty Nine Dollars and Nine Cents (\$8,259.09), was the lowest and best quotation received.

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

Section 1: Based upon the recommendation of the IT Manager, the quotation from SHI International Corp., a copy of which is attached hereto and incorporated herein as Exhibit "A", is found to be the lowest and best quotation received in an amount not to exceed Eight Thousand Two Hundred Fifty Nine Dollars and Nine Cents (\$8,259.09). The Mayor is hereby authorized and directed to accept the above quotation from SHI International Corp. for the purchase of Microsoft Office Licenses for use by various City of Beachwood Departments.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared an urgent measure immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that computers in the City can be updated as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 20th day of May, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21st day of May, 2019.

Clerk

Approval: I have approved this legislation this 21st day of May, 2019, and filed it with the Clerk.

Mayor



Pricing Proposal
Quotation #: 16985603
Created On: 4/15/2019
Valid Until: 5/31/2019

CITY OF BEACHWOOD

AJ Allen

P.O. BOX 22659 ATTN: A/P
BEACHWOOD, OH 44122
United States
Phone: (216) 595-3405
Fax:
Email: AJ.Allen@beachwoodohio.com

Inside Account Executive

John Mercurio

290 Davidson Ave
Somerset, NJ 08873
Phone: 800-477-6479
Fax: 800-477-6479
Email: john_mercurio@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Office Standard 2019 - License - 1 PC - Select Plus - Win - Single Language Microsoft - Part#: 021-10626 Contract Name: Microsoft Select Plus Large Account Reseller Contract #: 0A1108	27	\$265.65	\$7,172.55
2 Microsoft Office Professional Plus 2019 - License - 1 PC - Select Plus - Win - Single Language Microsoft - Part#: 79P-05746 Contract Name: Microsoft Select Plus Large Account Reseller Contract #: 0A1108	3	\$362.18	\$1,086.54
Total			\$8,259.09

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

INTRODUCED BY:

ORDINANCE NO. 2019-65

AN ORDINANCE DECLARING CERTAIN PROPERTY USED BY THE CITY'S PUBLIC WORKS DEPARTMENT AS SURPLUS PROPERTY NO LONGER NEEDED FOR A PUBLIC USE AND AUTHORIZING ITS SALE TO GOVDEALS, INC. IN ACCORDANCE WITH CODIFIED ORDINANCE SECTION 131.03(a); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood, Finance Director has determined that certain property as outlined in the attached memo is no longer needed for use in the City's Public Works Department or for any other public use in the City; and

WHEREAS, the Mayor is authorized to sell surplus property through an Internet Auction Listing Service pursuant to BCO Section 131.03(a)(2)(C)(1); and

WHEREAS, the Finance Director recommends the disposal and sale of the property through GovDeals, Inc.

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

Section 1: In accordance with BCO Section 131.03(a) and based upon the recommendation of the Finance Director, the Mayor has determined that certain property as outlined in the memorandum to the Mayor, dated April 26, 2019, which is attached hereto and incorporated herein as Exhibit "A", is surplus property no longer needed for a public use. Furthermore, Council hereby authorizes the Mayor to sell the surplus property through the Internet Auction Listing Service GovDeals, Inc.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that the sale and disposal of certain property as outlined may be facilitated as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 20th day of May, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21st day of May, 2019.

Clerk

Approval: I have approved this legislation this 21st day of May, 2019, and filed it with the Clerk.

Mayor

**CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION**

TO: Larry Heiser, Finance Director *LH*
FROM: Michelle Kaplan, Assistant Finance Director
RE: Asset disposals
DATE: April 26, 2019

The Service department has requested the following items to be disposed of due to no longer being used and/or needs repairs.

Echo HC -150 hedge trimmer Minimum bid \$10.00
 2 - Backpack chemical sprayers... minimum bid \$25.00 for the pair
 2 - Stihl FS90R weed eaters.... Minimum bid \$20.00 for the pair for parts only
 2 - Pro sully ...minimum bid \$25.00 EACH
 2 - Velke stand on sulkies....minimum bid \$25.00 EACH
 Prize lawn big foot seed spreader #1minimum bid \$15.00
 Prize lawn big foot seed spreader #2....minimum bid \$15.00
 1999 EZ Go golf cart (battery powered) Unit G-7... minimum bid \$50.00
 1999 EZ Go golf cart (gas powered) Unit G-6... minimum bid \$50.00
 Lawnboy push mower model number 22240minimum bid \$25.00
 1999 EZ Go golf cart (gas powered) G-5minimum bid \$50.00
 1996 Lawnboy push mower model 10601...minimum bid \$25.00
 Greens Wheelie chemical sprayer....minimum bid \$25.00
 1996 Brush Bandit Chipper model 250XP...minimum bid \$1,000.00

I am requesting Council approval to sell these items on GovDeals.com. If the items do not sell, they will be trashed.

Thank you,
Michelle

APPROVED

SIGNATURE

Michelle Kaplan

DATE

4/29/19

Tina Turick

From: Larry Heiser
Sent: Monday, April 29, 2019 7:32 AM
To: Martin S. Horwitz; Tina Turick
Subject: FW: Message from Finance KM_C364e
Attachments: SFinance KM19042615390.pdf

Mayor-

See attached memo from Michelle regarding items from Service to dispose of through Govdeals

Larry

From: financefax@beachwoodohio.com [mailto:financefax@beachwoodohio.com]
Sent: Friday, April 26, 2019 3:39 PM
To: Larry Heiser
Subject: Message from Finance KM_C364e

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: William Griswold, Building Commissioner
DATE: 4/26/2019
SUBJECT: An Ordinance Consenting to, approving, and confirming the Planning and Zoning Commission's determination that a Child Daycare Facility on Green Road located at PPN 742-39-001 is a Similar, Harmonious, and Compatible Use to the listed Permitted Uses within the U-10 Zoning District; and declaring this to be an urgent measure

On April 25, 2019, Planning & Zoning Commission approved and recommended to City Council the following: PZ 2019-10, Richard Cantanzriti, Land Design Consultants, representing The Goddard School for Early Childhood Development, is requesting a determination of the property to be located in the Chagrin Highlands off Green Road, that this business is similar, harmonious, and compatible with other uses in the Class U-10 District.

AN ORDINANCE CONSENTING TO, APPROVING, AND CONFIRMING THE PLANNING AND ZONING COMMISSION'S DETERMINATION THAT A CHILD DAYCARE FACILITY ON GREEN ROAD LOCATED AT PPN 742-39-001 IS A SIMILAR, HARMONIOUS, AND COMPATIBLE USE TO THE LISTED PERMITTED USES WITHIN THE U-10 ZONING DISTRICT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Section 1159.01 of the Codified Ordinances authorizes the Planning and Zoning Commission, with the consent and approval of City Council, to "make a determination that a requested use which is not expressly listed as a permitted use within a particular use district is a similar, harmonious, and compatible use within said district where the approval of said use will not adversely affect other properties and is consistent with the spirit and intent of both the use district and the Zoning Code;" and

WHEREAS, Section 1159.01 further provides that when the Planning and Zoning Commission and City Council find a use to be similar, harmonious, and compatible to the listed permitted uses in a district, such use shall be treated as a permitted use within the identified use district; and

WHEREAS, Section 1159.01 also provides that a similar, harmonious and compatible use determination by the Planning and Zoning Commission and City Council shall be considered an interpretation of the Zoning Code and not a use variance; and

WHEREAS, LDC, Inc., on behalf of The Goddard School for Early Childhood Development, requested that the Planning and Zoning Commission and City Council find that a Child Daycare facility on Green Road located at PPN 742-39-001 is a similar, harmonious, and compatible use to the listed permitted uses within the U-10 Zoning District; and

WHEREAS, the Planning and Zoning Commission, on April 25, 2019, reviewed the request and recommended that City Council approve the requested similar, harmonious, and compatible use request subject to certain conditions, stipulations, and requirements; and

WHEREAS, in making such recommendation, the Planning and Zoning Commission, found that the use will not adversely affect other properties and is consistent with the spirit and intent of the use district and the Zoning Code and found that the effect of the use, the hours of operation, and the traffic generated by the use are similar in effect to surrounding uses.

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

Section 1: This Council, in accordance with Section 1159.01 of the Codified Ordinances of the City of Beachwood, Ohio, and subject to compliance with the conditions, stipulations, and requirements set forth in this Section 1, hereby consents to, approves and confirms the Planning and Zoning Commission's determination that a Child Daycare facility on Green Road located at PPN 742-39-001 is a similar, harmonious, and compatible use to the listed permitted uses within the U-10 Zoning District Code and further finds that such use will not adversely affect other properties, is consistent with the spirit and intent of the use district and the Zoning Code, and that the effect of the use, the hours of operation, and the traffic generated by the use are similar in effect to surrounding uses. This finding is conditioned upon the Child Daycare facility on Green Road located at PPN 742-39-001 complying with all of the following conditions, stipulations, and requirements:

1. The Conditional Use Permit for a Child Daycare center on Green Road is for The Goddard School for Early Childhood Development only and is not transferrable without the approval of the Planning and Zoning Commission.
2. The operation of the Day Care center must comply at all times with all of the provisions of Section 1155.02 of Beachwood's Codified Ordinances.

Section 2: The Building Commissioner is directed to include the conditions, stipulations, and requirements listed in Section 1 of this Ordinance in any certificate of occupancy issued for the Child Daycare facility on Green Road located at PPN 742-39-001. The failure to comply with any one or more of the conditions, stipulations, or requirements listed in Section 1 of this Ordinance and/or any other provision of the Zoning Code shall be deemed to be a violation of the Zoning Code and the Building Commissioner and any other City official are authorized to take any action that may be necessary to enforce the Zoning Code.

Section 3: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 4: This Ordinance is declared to be an urgent measure immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason of the immediate necessity of consenting to, approving, and confirming the Planning and Zoning Commission's determination that a Child Daycare facility on Green Road located at PPN 742-39-001 is a similar, harmonious, and compatible use to the listed permitted uses within the U-10 Zoning District in order to provide for a new business within the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the 20th day of May, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21st day of May, 2019.

Clerk

Approval: I have approved this legislation this 21st day of May, 2019, and filed it with the Clerk.

Mayor



March 29, 2019

William Griswold, Building Commissioner
George Smerigan, City Planner
City of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

Re: Planning & Zoning Application for;
The Goddard School - For Early Childhood Development
Lot Split from PPN 742-39-001
Green Road, Beachwood, Ohio

The following information supplements the Planning & Zoning Application for a proposed Goddard School at the above referenced location. The nature of this request involves the acceptance of this use into the City of Beachwood U-10 Zoning District.

We are requesting approval of the following three (3) items;

Preliminary Site Plan Approval

The Preliminary Site Plan has been prepared in accordance with City of Beachwood Zoning Ordinance Chapter 1132, specifically Section 1132.07. The approximate 11,680 S.F. building, parking lot, driveway and site appurtenances shall be designed to meet City of Beachwood requirements.

Lot Split

The lot split, creating a 3.0259 acre parcel from PPN 742-39-001 on Green Road, has been prepared by a professional surveyor registered in the State of Ohio and submitted separately by The Richard E. Jacobs Group LLC.

Similar and Harmonious Use

For 30 years The Goddard School has been a trusted name among parents and families educating children from 6 weeks to 6 years old with 500 locations in 35 states and continuous operational support from its corporate employees.

The Goddard School proposed in the City of Beachwood will be located in the Chagrin Highlands – Beachwood West (U-10) District off Green Road just north of the Beachwood Commons Assisted Living Facility (#3995 Green Road).

It is our opinion that this School should be considered similar and harmonious to the existing and permitted uses within the U-10 Zoning District providing services to support both the corporate and residential communities, and will be an amenity to the City with many ancillary benefits for years to come. Similar to other developments in the Chagrin Highlands, The Goddard School serves needs and supports present and future goals of the city bringing neighboring residents to the Beachwood community.

It is our firm belief that The Goddard School, with its proven track record and also that of its owner, should be accepted into the U-10 Zoning District as a similar, harmonious and compatible use, and we request that this project be approved to proceed through the City's process toward Final Site Plan approval.

Please accept this letter and submitted information for approval of the anticipated site development. Please direct any comments regarding this letter or submitted plans to me, as needed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rich Cantanzriti', with a long horizontal flourish extending to the right.

Rich Cantanzriti, Project Engineer & Vice President
LDC, Inc., dba Land Design Consultants

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: April 13, 2019

RE: **P&Z 2019-10** **Land Design Consultants**
Goddard School
Green Road



This request is for determination of a child day care center as a similar, harmonious and compatible use pursuant to Section 1132.02(a). The day care center is proposed to be located on the 3 acre parcel to be created by the lot split application on this agenda. Section 1155.02(a) lists all of the districts where child day care centers are permitted as a conditional use. The U-10 Planned Mixed-Use Development District is not included on that list. Nor are child day care centers included in the list of permitted uses in U-10 Districts as set forth in Section 1111.02(p).

The issue before the Planning and Zoning Commission is whether a child day care center is similar in character and potential impacts to the permitted uses in the U-10 District and whether such a use would harmonious with the other uses permitted in the District. Child day care centers are permitted as a conditional use in the U-7A and U-8A office districts. These types of uses are frequently permitted as support or ancillary uses in office and commercial districts.

Should the use be determined to be similar, harmonious and compatible, it would become a conditionally permitted use in the U-10 District and the Commission could attach conditions, stipulations, and requirements as deemed necessary to ensure its compatibility with the other permitted uses in the District.

Similar use determinations require the concurrence of City Council. Therefore, the Commission will need to act in the form of a recommendation to City Council. Should the Planning and Zoning Commission determine to recommend to City Council approval of child day centers as a similar, harmonious and compatible use in

the U-10 Planned Mixed-Use Development District, the following stipulations are recommended relative to the proposed site on Green Road:

1. The Conditional Use Permit for a child day care center on Green Road is for the Goddard School For Early Childhood Development only and is not transferrable without the approval of the Planning and Zoning Commission.
2. The operation of the day care center must comply at all times with all of the provisions of Section 1155.02 of the Beachwood Codified Ordinances.



SITE DATA
U-10 ZONING
3.0259 AC.
PART OF PPN 742-39-001

PARKING ANALYSIS
250 STUDENTS: 1 SPACE PER 20 STUDENTS
250 STAFF: 13 + 30 STAFF = 43 SPACES REQUIRED
50 SPACES PROVIDED INCLUDING 2 HANDICAP SPACES, BOTH OF WHICH ARE VAN ACCESSIBLE

NOTE: ALL LIGHTING, LANDSCAPING AND SIGN DESIGN ELEMENTS SHALL BE CONSISTENT WITH THOSE REQUIRED WITHIN THE CITY OF BEACHWOOD U-10 ZONING DISTRICT AND WITH OTHER EXISTING PROPERTIES IN THE CHAGRIN HIGHLANDS - BEACHWOOD WEST DISTRICT. PRIOR TO BUILDING CONSTRUCTION, OWNER SHALL REQUEST APPROVAL OF LIGHTING, LANDSCAPING AND SIGN STANDARDS IN THIS DISTRICT FROM THE COMMISSION.

NOTE: ALL UTILITIES SHALL BE COMPATIBLE WITH THE BUILDING AS SHOWN. ALL UTILITIES SHALL BE LOCATED AT LEAST 10 FEET FROM THE BUILDING. ACCESSIBILITY ASSETS TO BE INSTALLED AS NECESSARY FOR APPROVAL (TYP.)

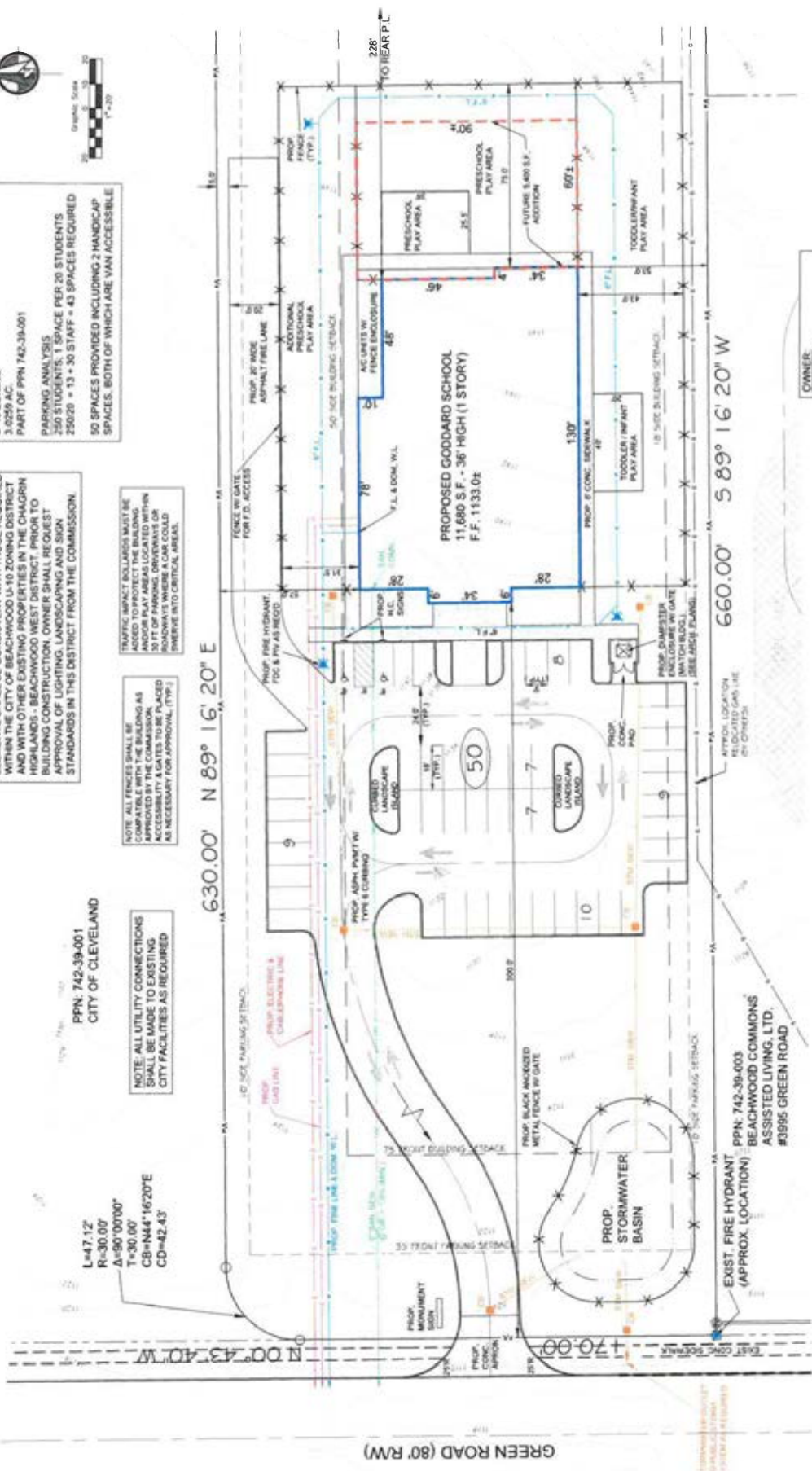
NOTE: ALL UTILITY CONNECTIONS SHALL BE MADE TO EXISTING CITY FACILITIES AS REQUIRED

PPN: 742-39-001
CITY OF CLEVELAND

L=47.12'
R=30.00'
A=90°00'00"
T=30.00'
CB=N44°16'20"E
CD=42.43'

630.00' N 89° 16' 20" E

GREEN ROAD (80' RM)



OWNER:
NELLENBW
GREEN ROAD
(PART OF PPN 742-39-001)
BEACHWOOD, OH 44122
CONTACT: KRISTINA TURK
PHONE: 216-594-9054

NOT FOR CONSTRUCTION

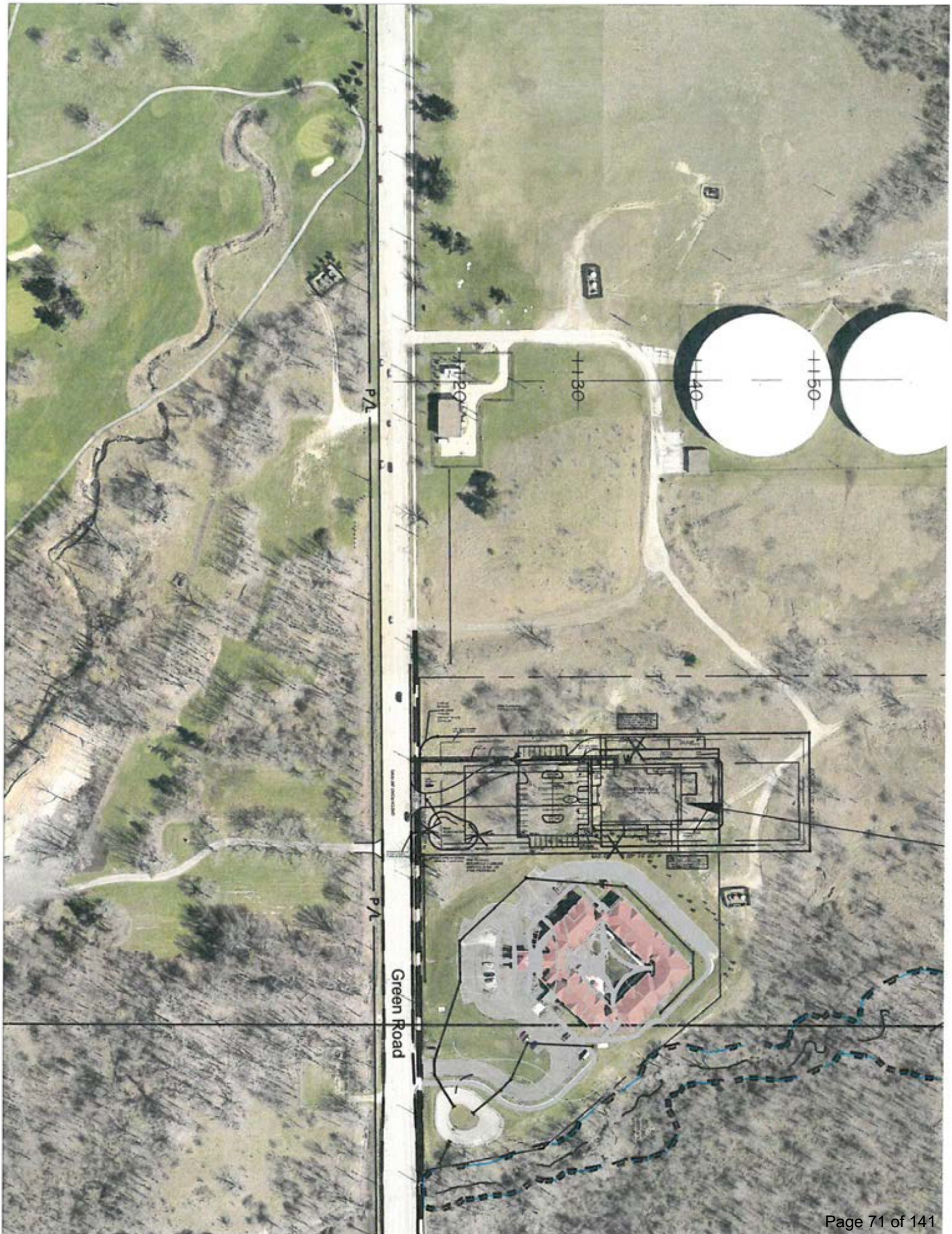
SHEET
1 / 1
CONTRACT NO.
GODDARD

PRELIMINARY SITE PLAN

THE GODDARD SCHOOL
GREEN ROAD - PPN 742-39-001
City of Beachwood-Cuyahoga County-Ohio

LAND DESIGN CONSULTANTS
ENGINEERS - PLANNERS - SURVEYORS
5025 Delaware Drive, Mentor, Ohio 44060
TEL: (440) 255-5463 (440) 851-1480

REV. NO.	DATE	BY	CHKD.



CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Chris Arrietta, Public Works Director
DATE: 4/18/2019
SUBJECT: An Ordinance accepting a bid from Cargill, Inc. - Salt, Road Safety, through the Joint Municipal Improvement Consortium as Supplier of Untreated and Treated Rock Salt for Snow and Ice Removal for the 2019-2020 Winter Season; and declaring this to be an urgent measure

Mayor,

With your permission, I would like to place an agreement on the council agenda for May 20th. The agreement is with Cargill, Inc. - Salt, Road Safety, through the Joint Municipal Improvement Consortium, as Supplier of Untreated and Treated Rock Salt for Snow and Ice Removal for the 2019/2020 Winter Season.

INTRODUCED BY:

ORDINANCE NO. 2019-67

AN ORDINANCE ACCEPTING A CERTAIN BID FROM CARGILL, INC. – SALT, ROAD SAFETY, THROUGH THE JOINT MUNICIPAL IMPROVEMENT CONSORTIUM AS SUPPLIER OF UNTREATED AND TREATED ROCK SALT FOR SNOW AND ICE REMOVAL FOR THE 2019-2020 WINTER SEASON; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council passed Ordinance No. 2001-128, an Ordinance authorizing the Mayor to enter into a Joint Agreement on behalf of the City of Beachwood, Ohio with various surrounding Municipalities to join a Joint Municipal Improvement Consortium pursuant to Section 715.02 of the Ohio Revised Code on August 20, 2001; and

WHEREAS, one of the items available for purchase through the Joint Municipal Improvement Consortium is rock salt (sodium chloride) for use during the winter months for snow and ice removal; and

WHEREAS, the consortium, through advertisement by the City of Brecksville, has received a bid from Cargill Inc., Salt Division, for crushed rock salt (sodium chloride), and treated salt (Clearlane) for snow and ice removal for the 2019-2020 Winter season beginning November 1, 2019 through October 31, 2020; and

WHEREAS, the consortium pricing for the Winter season of 2019-2020 is as follows:

Untreated Salt

\$63.41 per ton

Treated Salt (Clearlane)

\$76.10 per ton

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

Section 1: Based upon the recommendation of the Public Works Director, the bid of Cargill Inc., Salt Division, is found to be the lowest and best bid received on behalf of the Joint Municipal Improvement Consortium for crushed rock salt (sodium chloride), and treated salt (Clearlane) for snow and ice removal for the 2019-2020 Winter season. The City of Beachwood adopts and accepts said bid as its own in accordance with the specifications of the consortium as outlined in Exhibit “A” which is attached hereto and incorporated herein, and the Mayor is authorized to enter into a contract on behalf of the City of Beachwood with the said company in accordance with the written confirmation which is attached hereto and incorporated herein as Exhibit “B”.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason of the need to promptly prepare stores of necessary seasonal materials required to maintain the streets and sidewalks safe for persons and property; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2019-67

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the 20th day of May, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21st day of May, 2019.

Clerk

Approval: I have approved this legislation this 21st day of May, 2019, and filed it with the Clerk.

Mayor



Salt, Road Safety
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

April 9, 2019

Dear Mrs. Riser,

I am in receipt of your April 2, 2019 correspondence regarding a Second Year Contract Renewal Request of the existing contracts between the Brecksville consortium and Cargill Road Safety (CRS) for the 2019/2020 winter season.

We reviewed your proposal and considered internal factors and external market conditions and Cargill is willing to offer a renewal with the understanding that all members of the consortium will be making their minimum contractually required purchases, under the existing agreements, by December 31, 2019. Our offer is consistent with your correspondence, all terms proposed are accepted by both parties.

- Pricing for 2019/2020 season: \$63.41 per ton untreated
\$76.10 per ton ClearLane®
- Estimated quantities for 2019/2020

○ Beachwood	8,000	Independence	5,000
○ Brecksville	7,500	Lakewood	3,750
○ Broadview Heights	4,200	Middleburg Heights	4,500 ClearLane
○ Brooklyn	2,800	North Royalton	7,000
○ Brooklyn Heights	650	Valley View	1,400
○ Cuyahoga County	400	Berea	1,500 ClearLane
			1,000
TOTAL		47,700 tons	

- In an effort to provide some assistance, for those participants who have not yet reached the 80% minimum requirement, Cargill is willing to defer those purchases until 12/31/19. Orders placed between now and 12/31/19 to reach the minimum requirement from the 2018/2019 contract will be billed at the 2018/2019 prices of \$58.71 per ton untreated salt and \$70.46 for ClearLane® enhanced deicer. Please understand that this offer is merely an effort to assist with the storage issue. Cargill is not waiving the requirement to purchase the remaining tonnage from the 2018/2019 season and expects that tonnage to be purchased.
- If a municipality does not reach its 80% minimum from the 2018/2019 contract by 12/31/19, on 1/1/20 it will receive a monthly storage fee invoice of \$15.00 per ton per month for the remaining tonnage. In addition, the obligation to purchase that remaining tonnage will still be intact. Once that obligation is met, new orders will be billed at the price established for the 2019/2020 season.
- For the 2019/2020 winter season, the same terms and conditions of 80% minimum and 140% maximum and 24-72-hour delivery guarantee as outlined in the contract's original 2018/2019 bid specifications will be intact

Cargill appreciates this partnership with the Brecksville consortium. After you have reviewed this offer please respond back by April 15, 2019. We look forward to working with you again during the next winter season.

Sincerely,

Tony DiPietro

Tony DiPietro
District Manager
Ph: 800-600-7258 x 4712



9069 Brecksville Road

Brecksville, OH 44141

TO: Tony DiPietro, Cargill Road Safety

FROM: Rebecca Riser, City of Brecksville

DATE: April 16, 2019

RE: Acceptance of Second Year Contract Renewal Terms for 11/1/19 – 10/31/20

On behalf of the Purchasing Consortium for Sodium Chloride, I am providing written confirmation of our acceptance of the agreement terms as presented in your attached letter dated April 9, 2019, for a second year renewal of the existing contracts between the members of the consortium and Cargill Road Safety.

At this time, the (12) member agencies of the consortium will proceed with their specific approval processes, followed by communication with you directly regarding their individual required documents for the second year renewal with Cargill.

Thank you for your assistance with this renewal process, and we look forward to working with you and your team again in the 2019-2020 winter season.

cc: Mayor Jerry N. Hruby

Attachment



Salt, Road Safety
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

April 9, 2019

Dear Mrs. Riser,

I am in receipt of your April 2, 2019 correspondence regarding a Second Year Contract Renewal Request of the existing contracts between the Brecksville consortium and Cargill Road Safety (CRS) for the 2019/2020 winter season.

We reviewed your proposal and considered internal factors and external market conditions and Cargill is willing to offer a renewal with the understanding that all members of the consortium will be making their minimum contractually required purchases, under the existing agreements, by December 31, 2019. Our offer is consistent with your correspondence, all terms proposed are accepted by both parties.

- Pricing for 2019/2020 season: \$63.41 per ton untreated
\$76.10 per ton ClearLane®
- Estimated quantities for 2019/2020

○ Beachwood	8,000	Independence	5,000
○ Brecksville	7,500	Lakewood	3,750
○ Broadview Heights	4,200	Middleburg Heights	4,500 ClearLane
○ Brooklyn	2,800	North Royalton	7,000
○ Brooklyn Heights	650	Valley View	1,400
○ Cuyahoga County	400	Berea	1,500 ClearLane
			1,000
TOTAL		47,700 tons	

- In an effort to provide some assistance, for those participants who have not yet reached the 80% minimum requirement, Cargill is willing to defer those purchases until 12/31/19. Orders placed between now and 12/31/19 to reach the minimum requirement from the 2018/2019 contract will be billed at the 2018/2019 prices of \$58.71 per ton untreated salt and \$70.46 for ClearLane® enhanced deicer. Please understand that this offer is merely an effort to assist with the storage issue. Cargill is not waiving the requirement to purchase the remaining tonnage from the 2018/2019 season and expects that tonnage to be purchased.
- If a municipality does not reach its 80% minimum from the 2018/2019 contract by 12/31/19, on 1/1/20 it will receive a monthly storage fee invoice of \$15.00 per ton per month for the remaining tonnage. In addition, the obligation to purchase that remaining tonnage will still be intact. Once that obligation is met, new orders will be billed at the price established for the 2019/2020 season.
- For the 2019/2020 winter season, the same terms and conditions of 80% minimum and 140% maximum and 24-72-hour delivery guarantee as outlined in the contract's original 2018/2019 bid specifications will be intact

Cargill appreciates this partnership with the Brecksville consortium. After you have reviewed this offer please respond back by April 15, 2019. We look forward to working with you again during the next winter season.

Sincerely,

Tony DiPietro

Tony DiPietro
District Manager
Ph: 800-600-7258 x 4712

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor

FROM: Chris Arrietta, Public Works Director

DATE: 4/29/2019

SUBJECT: An Ordinance accepting a Certain Bid from CATTS Construction, Inc. for the Campus Road Waterline Improvements Project; and declaring this to be an urgent measure

Mayor,

With your permission, I would like to place the Campus Water Line Project on the May 20th Council agenda.

INTRODUCED BY:

ORDINANCE NO. 2019-68

AN ORDINANCE ACCEPTING A CERTAIN BID FROM CATTS CONSTRUCTION, INC. FOR THE CAMPUS ROAD WATERLINE IMPROVEMENTS PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, five (5) bids were received by the Clerk on April 26, 2019, for the Campus Road Waterline Improvements Project, pursuant to an advertisement for competitive bidding as required by law; and

WHEREAS, the bid of CATTS Construction, Inc., in an amount not to exceed Five Hundred Sixty Seven Thousand, Nine Hundred Eighty Nine Dollars and Sixty Nine Cents (\$567,989.69), was the lowest and best bid received; and

WHEREAS, the Public Works Director and City Engineer recommend that Council accept the bid of CATTS Construction, Inc.

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

Section 1: Based upon the recommendation of the Public Works Director and the City Engineer, the bid of CATTS Construction, Inc., is found to be the lowest and best bid received for the Campus Road Waterline Improvements Project, in an amount not to exceed Five Hundred Sixty Seven Thousand, Nine Hundred Eighty Nine Dollars and Sixty Nine Cents (\$567,989.69).

Section 2: The Mayor is authorized to enter into a contract on behalf of the City of Beachwood, Ohio with said Company.

Section 3: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 4: This Ordinance is hereby declared an urgent measure which is immediately necessary for the preservation of the public peace, health, safety or efficient operation of the City, and for the further reason that the work may begin as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 20th day of May, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21st day of May, 2019.

Clerk

Approval: I have approved this legislation this 21st day of May, 2019, and filed it with the Clerk.

Mayor



GPD GROUP
Glaus, Pyle, Schomer, Burns & DeHeaven, Inc.

Akron Office

520 South Main Street
Suite 2531
Akron, OH 44311

tel 330.572.2100
fax 330.572.2101
www.gpdgroup.com

May 1, 2019

Honorable, Martin S. Horwitz, Mayor
City of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

APPROVED

SIGNATURE

DATE

Martin S. Horwitz
5/2/19

RE: Campus Road Waterline Improvements

Dear Mayor Horwitz:

On Friday April 26, 2019, we opened five (5) bids for the above referenced project and they are listed below:

1. Catts Construction Company	\$ 567,989.69
2. Trax Construction Company	\$ 598,619.00
3. Terrace Construction Company Inc.	\$ 640,811.75
4. TriMor Corporation Inc.	\$ 729,689.24
5. S.E.T. Inc.	\$ 806,182.81 (\$805,867.21 read at bid opening)

The Engineer's Estimate for this project is \$540,000.00.

The project is specified to be completed in 75 days.

The scope of work includes removal and replacement of the water line, including all hydrants, valves and house service connections. Temporary, above ground by-pass piping will be installed to maintain water service to the homes during the time the water main is replaced. If any lead service lines are found during this construction, the service lines will be replaced all the way into the house at no cost to the homeowners (CWD will pay for the new service lines)

Also included in this project is the complete resurfacing of the street, including pavement base repairs as necessary, curb and apron repairs as necessary and the replacement of all handicap curb ramps to meet current ADA standards.

Catts Construction Company submitted the Low Bid. We are familiar with their work in other municipalities. Catts has worked in Beachwood as a sub-contractor on previous road improvement projects. Catts is a reputable firm capable of completing this project in a satisfactory manner.

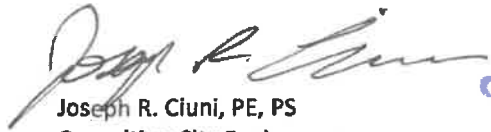
This project is partially funded by the Cleveland Water Dept. CWD will pay \$337,568 toward the construction costs of the water main replacement items of work and CWD will pay \$43,933 toward the Engineering and inspection costs of this project.

We hereby recommend Catts Construction Company as the lowest and best bidder for this project at \$567,989.69.

Returned herewith is a tabulation of all bids received and the actual bidding documents.

Sincerely,

GPD Group


Joseph R. Ciuni, PE, PS
Consulting City Engineer

Cc: Chris Arrietta, Service Director
File 2018119.19

INTRODUCED BY:

ORDINANCE NO. 2019-69

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL AGREEMENT WITH KIMBLE TRANSFER & RECYCLING FOR RECYCLING PROCESSING SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Ordinance No. 2015-123 the City of Beachwood, Ohio authorized participation in a Consortium for the processing of recyclables collected within the participating communities; and

WHEREAS, the Public Works Director desires to renew the existing agreement for an additional two (2) year term ending on September 30, 2020.

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

Section 1: Pursuant to the Agreement that is attached hereto and incorporated herein as Exhibit "A" and based upon the recommendation of the Public Works Director, the Mayor is hereby authorized to enter into a renewal Contract with Kimble Transfer & Recycling for Recycling Processing Services for two (2) years ending on September 30, 2020.

Section 2: Council hereby authorizes the Mayor to execute and deliver to Kimble Transfer & Recycling a Notice of Renewal for Recycling Processing Services for the City of Beachwood, Ohio.

Section 3: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 4: This Ordinance is declared to be an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that this Ordinance is required to be immediately effective to continue to provide for the services herein referred to without interruption; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 20th day of May, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21st day of May, 2019.

Clerk

Approval: I have approved this legislation this 21st day of May, 2019, and filed it with the Clerk.

Mayor

AGREEMENT FOR RECYCLING PROCESSING SERVICES

THIS AGREEMENT (the "Agreement") for the processing of Recyclable Materials generated within and collected by the City of Beachwood is entered into by and between the City of Beachwood, a municipal corporation in the County of Cuyahoga, State of Ohio (the "City") and Kimble Company, dba Kimble Transfer & Recycling (the "Contractor").

W I T N E S S E T H

WHEREAS, pursuant to Ordinance 2015-55 the City is authorized to participate in a consortium to obtain Proposals for Recycling Processing Services and which authorized the Cuyahoga County Solid Waste District to issue a Request for Proposals for Recycling Processing Services on behalf of the Consortium; and,

WHEREAS, following publication of the notice of the Request for Proposals in the Plain Dealer on June 15, 2015 and the evaluation of the Proposals, the Consortium selected the Contractor as the Successful Contractor and recommends each Community enter into an Agreement for Recycling Processing Services with the Contractor; and,

WHEREAS, the City has considered the Proposal and recommendation of the Consortium; and the City, pursuant to Ordinance 2015-123 approved the Contract and authorized the Mayor to execute the Contract by and on behalf of the City, and the City has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

ARTICLE 1 - DEFINITIONS

The capitalized terms used herein shall be defined as shown in **Exhibit A. Definitions**

ARTICLE II - TERM

This Agreement shall be effective on October 1, 2015, or upon the date last signed below, whichever is later, and shall terminate on September 30, 2018. Following the initial term of the Agreement, the City shall have the option to renew and extend the Agreement for two consecutive one-year terms ending on September 30, 2019 and September 30, 2020, respectively. The City shall provide written notice to the Contractor of the City's decision to renew and extend this Agreement on or before June 1, 2018 and June 1, 2019, respectively.

ARTICLE III - STATEMENT OF WORK

- A. During the term of this Agreement, the Contractor shall perform the services set forth in this Article III of this Agreement and also set forth in the Contractor's Proposal dated July 15, 2015 which is hereby incorporated herein by reference. Such services shall be performed throughout the term of this Agreement.

- B. The Contractor shall receive Recyclables delivered by the City to the Receiving Facility designated as 8500 Chamberlin Road, Twinsburg, Ohio 44087. This facility shall be open to receive deliveries from 7:00 a.m. to 5:00 p.m. Monday through Friday, and 7:00 a.m. to 11:00 a.m. on Saturdays, excluding holidays.
- C. The Contractor shall accept unlimited quantities of Recyclables specified as acceptable materials in the Contractor's Proposal limited to aluminum cans; bimetal cans and food containers; clear, brown and green glass jars and bottles; #1 PETE plastic bottles; #2 HDPE plastic natural and colored bottles; rigid plastic containers coded #3 – #7; cartons; newspapers; magazines; corrugated cardboard; telephone books; catalogues; junk mail and printer and copier paper; and chip board boxes.
- D. The Contractor shall weigh all Recyclables delivered by the City to the Receiving Facility upon entry, and the driver shall be given a scale ticket reflecting the net weight of the load.
- E. The Contractor shall establish and maintain a record keeping and payment system to record the tonnage of Recyclables received from the City and to record, calculate and process monthly payments based upon the tonnage of Recyclables received each month.
- F. The Contractor shall represent and warrant that the all facilities used in the performance of this Agreement are, and shall remain, properly permitted, licensed and available to accept all deliveries of Recyclables by the City. All facilities used in the performance of this contract must be available for inspection at any time by the City during normal business hours.
- G. The Contractor shall provide the optional service of container rental and hauling services upon request by the City. The Contractor shall provide the containers and must pick up and replace the containers within 24 hours of receiving a pick-up request from the City.
- H. The Contractor shall ensure that all Recyclable Materials received from the City are Recycled except for those materials that were identified as unacceptable in the Contractor's proposal or rejected due to contamination or grading requirements. Upon request, the Contractor must be able to provide verifiable information to the Cuyahoga County Solid Waste District, by material, demonstrating that the Recyclable Materials delivered to the Contractor by the Contracting Communities are being Recycled.
- I. The Contractor agrees to perform all services hereunder in a safe and workmanlike manner, and in full compliance with all applicable laws, regulations, and ordinances of any federal, state or local governmental entity.
- J. The Contractor shall assign one project manager to assure the satisfactory performance of the work hereunder and to serve as the primary contact for the City.
- K. The City shall deliver to the Receiving Facility or the MRF 100% of all Recyclable Materials collected from the City's residents, unless:

1. The City has segregated collection of newspaper, mixed paper, and/or cardboard, whereby the City may deliver those materials to others as directed by an existing intergovernmental agreement, or
 2. After the execution of this agreement, the City privatizes the collection of the City's Recyclables. If the City enters into an agreement with a private hauler to collect the City's Recyclables at any time during the term of this Contract, the City shall give the Contractor at least 60 days' notice prior to the effective date of such agreement, upon which this Contract shall terminate.
- L. Recyclable Materials hauled by the City shall be post-consumer residential and/or commercial recyclables as defined in **Exhibit A: Definitions** and shall not contain or be contaminated with hazardous wastes as defined by Ohio Revised Code or any other unacceptable materials. Contractor reserves the right to negotiate with the City for the proper management and costs for handling any contaminated loads which are identified at the time of delivery. Contractor is not required to accept loads containing materials other than Recyclable Materials or Recyclable Materials with extensive contamination (15% or greater) provided that the Contractor conduct a composition analysis to verify the level of contamination as outlined in **Article IV** below. The City reserves the right to be present during such time the analysis is conducted.
- M. City agrees to transport the Recyclable Materials to the tipping floor of the Receiving Facility, with the Recyclable Materials to be deposited at a location as directed by the employees of Contractor. Until such time the Recyclable Materials are properly deposited and accepted at Receiving Facility, the City shall remain fully responsible for such material and any liability arising from its handling. Contractor shall not take title to any hazardous waste, and said title shall remain with the City.

ARTICLE IV: ADDITIONAL TERMS AND CONDITIONS

A. Composition Analysis

The Contractor may periodically perform a composition analysis on loads of recyclables delivered by the City to determine any variance in the actual composition of commodity categories as compared to the estimated composition of commodity categories contained in the Contractor's pricing formula. The City reserves the right to be present during such time the analysis is conducted. In the event of any change in composition, the Contractor agrees to notify the City of any such changes. The City reserves the right to request documentation to verify these changes. Following notification to the City, the Contractor may apply the revised commodity composition to the pricing formula used to determine payment to the City in its next billing cycle.

ARTICLE V: STATEMENTS, PAYMENTS AND INVOICES

- A. Prior to the 10th of each month during the term of this Agreement, the Contractor shall send to the City, a statement documenting the amount of Recyclables received from the City during the previous month. This statement must include the calculation to determine payment to the City for the value of recyclables delivered as defined in **Exhibit B: Revenue Sharing Formula**.
- B. The monthly statement must include payment due the City for the Recyclables delivered. The formula to be used to calculate the payment for the Recyclables will be in accordance with the pricing formula contained in the Contractor's Proposal and which is defined in **Exhibit B**:

Revenue Sharing Formula and summarized as follows:

1. The Contractor shall pay the City the amount equal to fifty percent (50%) of the net profit earned from the sale of the City's Recyclables. The net profit is determined by subtracting the Contractor's processing cost of \$69.50 per ton from the total revenue per ton as calculated using the revenue sharing formula included defined in **Exhibit B**.
 2. When processing costs exceed revenue, the Contractor shall pay the City a minimum payment of \$0.50 per ton.
- C. Any charges incurred by the City for optional container rental and hauling services shall first be deducted from the monthly payment due to the City. The amount to be charged for container services will be in accordance with the Contractor's Proposal. Any charges due the Contractor after the adjustment is made shall be invoiced to the City and included in the monthly statement. The City agrees to pay the invoiced amount within thirty (30) days of receipt of the invoice.

ARTICLE VI: INDEMNIFICATION

A. Environmental Indemnity

The Contractor shall indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each a "City Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any City Indemnitee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, relating to the use or operation of any facilities used in the performance of the work hereunder, except to the extent caused by the City Indemnitee. Any City Indemnitee shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement.

B. General Indemnity

The Contractor shall indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an City Indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any City Indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the services under this Agreement, except to the extent caused by the City Indemnitee. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any City Indemnitee shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this

Agreement.

ARTICLE VII: INSURANCE & WORKERS COMPENSATION

- A. The Contractor shall, at its own expense, purchase and maintain, during the term and any renewal and extension of the Agreement, insurance with the following minimum levels of such coverage: Bodily Injury Liability: \$500,000 per person, \$1,000,000 per accident, Property Damage Liability: \$100,000 per accident, \$200,000 aggregate Comprehensive Automobile Liability: \$500,000 per person, \$1,000,000 per accident. The Contractor shall provide a certificate of insurance, which certificate shall include the City as an additional named insured and require that the insurer notify the City of any cancellation or change in insured limits. The certificate of insurance shall be submitted to the City prior to the commencement date of the Recycling Processing Services. Said insurance required hereunder shall be subject to the applicable terms, conditions, addendums and riders of each Policy.
- B. The Contractor shall provide proof to the City that the Contractor has Ohio Workers Compensation insurance in force for its employees.

ARTICLE VIII: BREACH AND TERMINATION

- A. Except in the case of delay or failure resulting from a Force Majeure event (as defined below), and without fault or negligence, either Party shall be entitled, upon sixty (60) days prior written notice, to cancel this Agreement in its entirety, for breach of any of the terms, and to have all other rights against the other Party by reason of such breach as provided by law. A Breach shall mean, but shall not be restricted to, any one or more of the following events:
1. failure by either party to comply with the terms and conditions set forth in Article V : Statements, Payments and Invoices.
 2. breach of any warranty, or failure to perform or comply with any term of this Agreement;
 3. insolvency or any other unsound financial condition so as to endanger performance hereunder;
 4. failure to provide services as described in Article III: Statement of Work.
- B. A Force Majeure shall mean such circumstances and events as are beyond the reasonable control of a Party, including, but not limited to: acts of God, acts of war, riot, fire, weather, explosion, accident, flood or sabotage; unpreventable lack of adequate fuel, power, raw materials, labor or transportation facilities; unforeseeable changes in governmental laws, regulations, requirements, orders or actions; unforeseeable or unpreventable breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; or unforeseeable or unpreventable labor trouble, strike, lockout or injunction. During a Force Majeure event, the performance of any obligation or service due under this Agreement may be suspended, provided that notice is provided by the Party claiming Force Majeure to the other Party as soon as practicable. Such notice shall include a description of the circumstances justifying suspension of performance, the anticipated duration of suspension, and the steps being taken to resume performance under this Agreement as soon as practicable. All reasonable efforts shall be made to minimize the duration of any suspension of performance.
- C. The award of this Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Contract, the Contractor shall be merged or sold, the City shall have the right, in its sole

discretion, to terminate this Contract upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Contract until such time as the City is able to obtain alternate or substitute service.

- D. If the City enters into an agreement with a private hauler to collect the City's Solid Waste at any time during the term of this Contract, the City shall give the Contractor at least 60 days' notice prior to the effective date of such agreement, upon which this Contract shall terminate.

ARTICLE IX: CONTRACT CHANGES

- A. No change to any provision of this Agreement shall be effective unless stated in writing and signed by both parties to this Agreement.

ARTICLE X: COMMUNICATIONS AND NOTICES

- A. The City shall communicate directly with Mr. Don Johnson or his designee and at his direction, shall consult with the personnel of the Contractor or other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.
- B. The Contractor shall communicate directly with the City's Service Director or his/her designee, and at his/her direction, with the personnel of the City and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.
- C. Any notices or reports required by this Contract shall be in writing and sent by the City and the Contractor in the United States mail to the address below:

As to the City:

Dale Pekarek
Service Director
23355 Mercantile Road
Beachwood, Ohio 44122
(216) 292-1929
dale.pekerek@beachwoodohio.com

As to the Contractor:

Don Johnson
Kimble Transfer & Recycling
3596 State Route 39, NW
Dover, OH 44622
(330) 343- 1226
djohnson@kimblecompanies.com

With a copy to:

Kimble Recycling & Disposal, Inc.
Attn: Legal Department

3596 State Route 39, NW
Dover, OH 44622

ARTICLE XI. MISCELLANEOUS

A. Contractor's Bid

The Contractor's Bid is incorporated into the Agreement and by reference. In the event of any conflict between the Bid Form(s) and a provision of this Agreement, this Agreement shall control.

B. Entire Agreement

This Agreement and all exhibits hereto, the Invitation to Bid, and the Contractor's Bid represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

C. Waiver

No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Agreement by the City or the Contractor shall be effective unless in writing signed by the City and the Contractor.

D. Applicable Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in a court of competent jurisdiction in Cuyahoga County, Ohio.

E. Unenforceable Provision

If any provision of this Agreement is in any way unenforceable, such provision shall be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

F. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

G. Rights or Benefits

Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

WITNESSES

Name, Title

[Signature]
Name, Title *BD*

CITY OF BEACHWOOD

Mark S. Guden
Name

10-19-15
Date

KIMBLE COMPANY

Kurt B. Kimble, President
Name, Title

9-30-15
Date

APPROVED AS TO FORM

[Signature]
CITY LAW DEPARTMENT
for **BRIAN A. REALI, LAW DIRECTOR**
25325 FAIRMOUNT BOULEVARD
BEACHWOOD, OHIO 44122
(216) 595-5462

EXHIBIT A: DEFINITIONS

“Consortium” and **“Consortium Communities”** means the Cities and Villages participating in this Request for Proposals for Recycling Processing Services that have passed resolutions authorizing participation.

“Consortium Resolutions” means the resolutions of the legislative bodies of the Contracting Communities authorizing participation in the Consortium.

“Contracting Community” means the individual City or Village participating in the Consortium to obtain Recycling Processing Services and that accepts the recommendation of the Consortium as to the Successful Contractor and enters into an agreement with the Successful Contractor for Recycling Processing Services.

“Contractor” means the Recycling Company selected by the Consortium to provide Recycling Processing Services.

“District”, “District Offices” and “Solid Waste District” means the Cuyahoga County Solid Waste District with offices located at 4750 East 131 Street, Garfield Heights, OH 44015.

“Proposal” means a proposal submitted to the Consortium in response to the Request for Proposals for Recycling Processing Services as described herein.

“Receiving Facility” means the facility proposed by a Contractor to receive deliveries of Recyclables from the Consortium Communities. This may or may not be the facility where recyclable materials are processed.

“Recyclables” and “Recyclable Materials” means aluminum cans; bimetal cans and food containers; clear, brown and green glass jars and bottles; #1 PETE plastic bottles; #2 HDPE plastic natural and colored bottles; rigid plastic containers coded #3 – #7; cartons; newspapers; magazines; corrugated cardboard; telephone books; catalogues; junk mail and printer and copier paper; and chip board boxes, and excludes all other materials not listed herein (“Excluded Materials”) and further excludes approved materials when contaminated with Excluded Materials.

“Recycled” and “Recycling” as defined in Chapter 3745 of the Ohio Revised Code and/or the regulations promulgated thereunder.

“Recycling Facility” means the facility provided by the Contractor that has the adequate capacity, equipment, and labor needed to receive, sort, process, and prepare all Recyclable Materials delivered by the City for shipment to a recycled product manufacturer.

“Recycling Processing Services” means all services relating to the receiving, sorting, baling and other handling of household recyclables delivered by the City in order to prepare the recyclable materials for shipment and sale to recycling markets to be made into new products.

“Request for Proposals”, “RFP” and “Proposal Documents” means all documents issued by the Solid Waste District on behalf of the Consortium to obtain proposals for Recycling Processing Services.

“Term” means the duration of the Contract.

EXHIBIT B: REVENUE SHARING FORMULA

The Contractor will complete the following applicable table to calculate and document the percentage of net revenue owed the City for the value of the recyclable materials delivered. A copy of the completed table shall be included with each monthly statement.

Revenue Sharing Formula						
Commodity	% Recovered	Market Price/Ton *	Total Revenue/Ton	Processing Cost	Net Revenue	50% of Net Revenue to City
Aluminum Cans	1.0%					
Tin/Steel Cans	3.0%					
#1 PET plastic	4.0%					
#2 HDPE plastic	4.0%					
#3- #7 Mixed Plastic	1.0%					
Mixed Glass	16.0%					
Newspaper (ONP #8)	32.0%					
Corrugated Cardboard	25.0%					
Cartons	0.1%					
Residue	13.9%			\$69.50 per ton		

*** Basis for determining Market Price/Ton**

The market price for **ONP # 8** and **OCC** (Corrugated Cardboard) shall be the monthly price for each materials published on the Official Board Markets Yellow Sheet – Chicago Price.

The market price for **3-mix glass** and baled **UBC** (aluminum cans), **steel cans**, **PET plastic**, **HDPE plastic**, and **3-7 plastic** shall be the average monthly price for each material as published in secondary materials pricing (RecyclingMarkets.net-Chicago Region), as of the 15th of the month.

The market price **Cartons** shall be 70% of the monthly price for **SOP** published on the Official Board Markets Yellow Sheet – Chicago Price

Residual disposal cost assigned a fixed cost of \$42.00 per ton to be recalculated on option years based on CPI adjustment from previous year: change from September to September for CPI-All Urban Consumers.

Processing cost assigned a fixed cost of \$69.50 per ton to be recalculated on option years based on CPI adjustment from previous year: change from September to September for CPI-All Urban Consumers.

When processing costs exceed revenue, City receives minimum payment of \$.50 per ton.

[Insert date]

US Mail & djohnson@kimblecompanies.com

Don Johnson
Kimble Transfer & Recycling
8500 Chamberlin Rd.
Twinsburg, OH 44087

Re: Notice of Renewal through September 30, 2020

Dear Mr. Johnson:

This letter will constitute written notice that the City of [insert name] hereby exercises its second renewal option under Article II of the Agreement for Recycling Processing Services executed by and between the City of [insert name] and Kimble Company, dba Kimble Transfer & Recycling, Inc. effective October 1, 2015 ("Agreement"). As such, the Agreement shall extend, under its current terms and conditions, through September 30, 2020.

Thank you for your continued service. Should you have any questions or concerns please contact me.

Sincerely,

[Insert name and signature]

cc: Kimble Recycling & Disposal, Inc.
Attn: Legal Department
3596 State Route 39, NW
Dover, OH 44622

Diane Bickett, Executive Director, Cuyahoga County Solid Waste District
(dbickett@cuyahogacounty.us)

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL AGREEMENT WITH BROWNING FERRIS INDUSTRIES OF OHIO, INC., ("BFI") FOR THE TRANSFER AND DISPOSAL OF SOLID WASTE SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Ordinance No. 2015-122, the City of Beachwood, Ohio authorized participation in a Consortium for the transfer and disposal of solid waste generated within the participating communities; and

WHEREAS, the Public Works Director desires to renew the existing agreement for an additional two (2) year term ending on September 30, 2020.

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

Section 1: Pursuant to the Agreement that is attached hereto and incorporated herein as Exhibit "A" and based upon the recommendation of the Public Works Director, the Mayor is hereby authorized to enter into a renewal Contract with Browning Ferris Industries of Ohio, Inc., ("BFI"), for two (2) years ending on September 30, 2020.

Section 2: Council hereby authorizes the Mayor to execute and deliver to BFI a Notice of Renewal for Solid Waste Transfer and Disposal Services for the City of Beachwood, Ohio.

Section 3: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 4: This Ordinance is declared to be an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that this Ordinance is required to be immediately effective to continue to provide for the services herein referred to without interruption; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 20th day of May, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21st day of May, 2019.

Clerk

Approval: I have approved this legislation this 21st day of May, 2019, and filed it with the Clerk.

Mayor

AGREEMENT FOR THE TRANSFER AND DISPOSAL OF SOLID WASTE

THIS AGREEMENT (the "Agreement") for the transfer and disposal of Solid Waste generated within and collected by the City of Beachwood is entered into by and between the City of Beachwood, a municipal corporation in the County of Cuyahoga, State of Ohio (the "City"), and Browning Ferris Industries of Ohio, Inc. with offices located at 8123 Jones Road, Cleveland, Ohio 44105 (the "Contractor").

WITNESSETH

WHEREAS, the City, pursuant to Ordinance No. 2015-54, authorized the City to participate in a Consortium to obtain bids for Solid Waste Transfer and Disposal Services and authorized the Cuyahoga County Solid Waste District to issue the Invitation to Bid on its behalf; and,

WHEREAS, following publication of the notice for the Invitation to Bid in the Plain Dealer on June 15, 2015 and the evaluation of the Bids, the Consortium selected the Contractor as the Successful Contractor and recommends each community enter into an Agreement for Solid Waste Transfer and Disposal Services with the Contractor; and,

WHEREAS, the City has considered the Bid and the recommendation of the Consortium; and the City, pursuant to Ordinance 2015-122 approved the Contract and authorized the Mayor to execute the Contract by and on behalf of the City, and the City has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

ARTICLE I – DEFINITIONS

The capitalized terms used herein shall be defined as shown in Exhibit A.

ARTICLE II – TERM AND RENEWAL TERMS

This Agreement shall be effective on October 1, 2015, or upon the date last signed below whichever is later and shall terminate on September 30, 2018. Following the initial term of the Agreement, the City shall have the option to renew and extend the Agreement for two consecutive one-year terms ending on September 30, 2019 and September 30, 2020, respectively. The City shall provide written notice to the Contractor of the City's decision to renew and extend this Agreement on or before June 1, 2018 and June 1, 2019, respectively.

ARTICLE III – STATEMENT OF WORK

- A. During the term of this Agreement, the Contractor shall perform the services set forth in this Article III of this Agreement and also set forth in the Contractor's Bid which is incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, scales, record keeping and billing related to the provision of services. Such services shall be performed throughout the term of this Agreement.
- B. The Contractor shall accept all Solid Waste including Street Sweepings and Catch Basin Debris that is delivered by the City to the Solid Waste Transfer Station designated as the BFI Glenwillow Transfer Station located at 30300 Pettibone Road, Glenwillow, OH 44139 and upon such acceptance, title of the Solid Waste, Street Sweepings and Catch Basin Debris shall be transferred to the Contractor. Title to and liability for any Unacceptable Waste refused for acceptance at the Solid Waste Transfer Station shall at no time pass to the Contractor.

- C. The Transfer Station shall be open to receive deliveries from 7:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. If the City's collection is delayed due to a Holiday, the facility will be open to receive deliveries from 7:00 a.m. to 4:00 p.m. on the Saturday of that Holiday week.
- D. The Contractor shall weigh all Solid Waste delivered by the City to the Transfer Station and document and submit an invoice to the City based on the actual net weight of Solid Waste delivered.
- E. The Contractor shall receive the vehicles used by the City to deliver Solid Waste to the Transfer Station in such a manner so as to allow the City's vehicles to unload and return to service in a timely fashion. In the event that it appears that the City's vehicles will be unable to unload and return to service within 20 minutes of arrival at the Transfer Station because of the number of vehicles waiting to unload ahead of the City's vehicles, the Contractor shall allow the City's vehicles to unload prior to any vehicles owned or operated by the Contractor.
- F. The Contractor shall provide the optional service of container rental and hauling services upon request by the City. The Contractor shall provide the containers and service the containers within 24 hours of receiving a service request from the City.
- G. The Contractor shall transfer all Solid Waste received by the City to the Lorain County Landfill located at 43502 Oberlin-Elyria Road, Oberlin, OH 44074 and upon request by the City, provide documentation substantiating that the Solid Waste delivered by the City to the Transfer Station was delivered and accepted at such landfill.
- H. The Contractor shall represent and warrant that the all facilities used in the performance of this Agreement are, and shall remain, properly permitted, licensed and available to accept all deliveries of Solid Waste, Street Sweepings and Catch Basin Debris by the City. All facilities used in the performance of this contract must be available for inspection at any time by the City during normal business hours.
- I. The Contractor agrees to perform all services hereunder in a safe and workmanlike manner, and in full compliance with all applicable laws, regulations, and ordinances of any federal, state or local governmental entity.
- J. If the City enters into an agreement with a private hauler to collect the City's Solid Waste at any time during the term of this Contract, the City shall give the Contractor at least 60 days' notice prior to the effective date of such agreement, upon which this Contract shall terminate.

ARTICLE IV - PRICE, INVOICE AND PAYMENT

A. Price for the Transfer and Disposal Services.

During the term, the City agrees to pay the Contractor for Solid Waste Transfer and Disposal Services according to the payment schedule listed below. The price per ton for the Solid Waste and Transfer Services includes all direct and indirect costs for the Solid Waste and Transfer Services, including but not limited to the costs of disposal of the Solid Waste at the Landfill(s) and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste.

- 1. Contract Year 1: (10/1/15 – 9/30/16) = \$37.59 per ton
- 2. Contract Year 2: (10/1/16 – 9/30/17) = \$38.53 per ton
- 3. Contract Year 3: (10/1/17 – 9/30/18) = \$39.49 per ton
- 4. Option Year 1: (10/1/18 – 9/30/19) = \$40.68 per ton
- 5. Option Year 2: (10/1/19 – 9/30/20) = \$41.90 per ton

B. Price for Container Rental and Hauling Services

During the term, if the City chooses to receive container rental and hauling services from the Contractor, the City agrees to pay the Contractor a container delivery fee of \$125 per container plus a \$225 hauling charge per container, and also agrees to pay the Contractor for the disposal of the waste according to the price schedule indicated above in Article IV. A.

C. Invoice and Payment.

The Contractor shall mail to the City invoices for the Solid Waste Transfer and Disposal Services. The invoice must show the number of tons of Solid Waste delivered by the City to the Solid Waste Transfer Station, the date of delivery, and the vehicle identification number for each delivery of Solid Waste. Invoices shall be mailed within seven (7) days following the end of each calendar month and shall be paid by the City within thirty (30) days of receipt.

ARTICLE V - PERFORMANCE BOND AND INSURANCE

A. Performance Bond

The Contractor shall, at its own expense, furnish a performance bond in the amount of \$127,655.00 which is 100% of the estimated cost of Contract Year 1 calculated as follows, (estimated annual tonnage disposed as stated in the Invitation to Bid) x (\$37.59).

B. Insurance

The Contractor shall, at its own expense, purchase and maintain, during the term and any renewal and extension of the Agreement, insurance with the following minimum levels of such coverage: Bodily Injury Liability: \$500,000 per person, \$1,000,000 per accident, Property Damage Liability \$100,000 per accident, \$200,000 aggregate Comprehensive Automobile Liability: \$500,000 per person, \$1,000,000 per accident. The Contractor shall provide a certificate of insurance, which shall include the City as an additional insured and require that the insurer notify the City of any material cancellation or change in insured limits. The certificate of insurance shall be submitted to the City prior to the commencement date of the Agreement.

C. Worker Compensation Insurance

The Contractor shall maintain Ohio Workers Compensation insurance in force for its employees during the term of this Agreement including all renewal terms.

ARTICLE VI - INDEMNIFICATION

A. Environmental Indemnity

The Contractor shall indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each a "City Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto, including reasonable attorney's fees, which any City Indemnitee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, relating to the use or operation of any facilities used in the performance of the work hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any City Indemnitee shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim and shall not

settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement.

B. General Indemnity

The Contractor shall indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an City Indemnatee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any City Indemnatee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the services under this Agreement, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any City Indemnatee shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement.

ARTICLE VII - PERFORMANCE ASSURANCE; BREACH AND TERMINATION

A. Performance Assurance

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City shall have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days shall submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Solid Waste Transfer and Disposal Services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the City deems necessary to assure that the Solid Waste Transfer and Disposal Services will be available to the City.

B. Contractor Breach; Opportunity to Cure and Termination

Upon the material failure by the Contractor to comply with the terms and conditions of the Agreement, the City shall provide written notice to the Contractor of any such material failure and demand that any such material failure be cured by the Contractor. The Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure to comply with the Agreement has been cured. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) days, the City may terminate this Agreement. In the event the City notifies the Contractor of its intent to terminate the Agreement, the Contractor's surety, if any, shall have the right to take over and perform the Agreement, provided, however, that if the surety does not commence performance thereof by the effective date of the termination of the Agreement, the City may prosecute the same by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to obtain cover, the effective date of the termination may be delayed by the City until it shall have completed the process of obtaining a substitute service provider to

provide the Solid Waste Transfer and Disposal Services required herein. In such event, the Contractor shall continue to perform its responsibilities under this Agreement until the effective date of termination. Notwithstanding any other provision herein, the City retains all other rights and remedies available at law against the Contractor by reason of such alleged breach of the Agreement.

C. City Breach, Cure and Termination

In the event that the City fails to pay the Contractor's invoice within thirty (30) days of receipt by the City, the Contractor shall immediately notify the City that payment for the Solid Waste and Transfer Services has not been received by the Contractor. The City shall provide written notice of any dispute in the invoiced amount and request documentation to support the amount of the invoice prior to payment by the City. The City shall have the right to make payment to the Contractor and dispute the amount of the invoice and seek reimbursement if the amount paid by the City was based on a disputed invoice. In no event shall the Contractor have the right to terminate the Solid Waste Transfer and Disposal Services based on a nonpayment of a disputed invoiced amount.

If the City enters into an agreement with a private hauler to collect the City's Solid Waste at any time during the term of this Contract, the City shall give the Contractor at least 60 days' notice prior to the effective date of such agreement, upon which this Contract shall terminate. Notwithstanding any other provision herein, the Contractor retains all other rights and remedies available at law against the City by reason of such alleged breach of the Agreement.

D. Force Majeure

A Force Majeure shall mean such circumstances and events as are beyond the reasonable control of a Party, including, but not limited to: acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; unpreventable lack of adequate fuel, power, raw materials, labor or transportation facilities; unforeseeable changes in governmental laws, regulations, requirements, orders or actions; unforeseeable or unpreventable breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; or unforeseeable or unpreventable labor trouble, strike, lockout or injunction. During a Force Majeure event, the performance of any obligation or service due under this Agreement may be suspended, provided that notice is provided by the Party claiming Force Majeure to the other Party as soon as practicable. Such notice shall include a description of the circumstances justifying suspension of performance, the anticipated duration of suspension, and the steps being taken to resume performance under this Agreement as soon as practicable. All reasonable efforts shall be made to minimize the duration of any suspension of performance.

E. Termination for Change of Control of Contractor

The award of this Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Agreement, the Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Agreement until such time as the City is able to obtain alternate or substitute service. This section will not be triggered if the shareholder(s) of the Contractor change from one entity controlled by Republic Services, Inc. to another entity controlled by Republic Services, Inc.

ARTICLE VIII: COMMUNICATIONS AND NOTICES

- A.** The City shall communicate directly with Mr. Dave Kidder, Municipal Services Manager, or his designee and at his direction, shall consult with the personnel of the Contractor or other

appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

- B. The Contractor shall communicate directly with the City's Service Director or his/her designee, and at his/her direction, with the personnel of the City and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.
- C. Any notices or reports required by this Contract shall be in writing and sent by the City and the Contractor in the United States mail to the address below:

As to the City:

Dale Pekarek
Service Director
23355 Mercantile Road
Beachwood, Ohio 44122
Phone: 216-292-1929
Email: dale.pekarek@beachwoodohio.com

As to the Contractor:

Dave Kidder, Municipal Services Manager
Republic Services (dba Browning Ferris Industries of Ohio, Inc.)
43650 Oberlin-Elyria Road
Oberlin, Ohio 44074
Phone: 440-414-2305
Email: dkidder@republicservices.com

ARTICLE IX - MISCELLANEOUS

- A. **Contractor's Bid**
The Contractor's Bid is incorporated into the Agreement and by reference. In the event of any conflict between the Bid Form(s) and a provision of this Agreement, this Agreement shall control.
- B. **Entire Agreement**
This Agreement and all exhibits hereto, the Invitation to Bid, and the Contractor's Bid represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.
- C. **Waiver**
No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Agreement by the City or the Contractor shall be effective unless in writing signed by the City and the Contractor.
- D. **Applicable Law**
This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in a court of competent jurisdiction in Cuyahoga County, Ohio.
- E. **Unenforceable Provision**

If any provision of this Agreement is in any way unenforceable, such provision shall be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

F. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

G. Rights or Benefits

Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

WITNESSES

Abelie Noble

CITY OF BEACHWOOD

Maile S. Condon Mayor
Name, Title

10-7-15
Date

BROWNING FERRIS INDUSTRIES OF OHIO, INC.

Area President
Name, Title

9/30/15
Date

APPROVED AS TO FORM

for Assst Law Director
CITY LAW DEPARTMENT

BRIAN A. REALI, LAW DIRECTOR
25325 FAIRMOUNT BOULEVARD
BEACHWOOD, OHIO 44122
(216) 595-5462

**EXHIBIT A:
DEFINITIONS**

"Bid" means a proposal submitted to the Consortium in response to the Invitation to Bid for Solid Waste Transfer and Disposal Services as described herein.

"Bid Attachment" means the supplemental information required by the Consortium to be submitted with the Bid Forms.

"Bidder" means a person, partnership, joint venture or corporation submitting a Bid to the Consortium in response to the Invitation to Bid to provide Solid Waste Transfer and Disposal Services.

"Bid Documents" means the documents prepared and furnished by the Consortium. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include: Legal Notice to Bidders, Instructions to Bidders, Form of Contract and all attachments and Exhibits thereto.

"Bid Form" means the forms provided by the Consortium in the Bid Documents on which all Bids must be submitted.

"Catch Basin Debris" means the solid fraction of materials, consisting primarily of soil, rocks, asphalt, vegetative matter and small amounts of Solid Waste, collected in settling structures designed to receive storm water runoff from roads. Catch Basin Debris may also contain small amounts of Solid Waste discarded along roads.

"Consortium" means the municipalities participating in this Invitation to Bid for Solid Waste Transfer and Disposal Services.

"Consortium Resolutions" means the resolutions of the legislative bodies of the Contracting Communities authorizing participation in the Consortium.

"Contracting Community" means the individual City or Village participating in the Consortium to obtain Solid Waste Transfer and Disposal Services.

"Contract or Form of Contract" means the agreement for Solid Waste Transfer and Disposal Services entered into by and between the Successful Bidder and the Contracting Community.

"Contractor" means the individual or entity that will provide the Solid Waste Transfer and Disposal Services to a Contracting Community.

"District", "District Offices" and "Solid Waste District" means the Cuyahoga County Solid Waste District with offices located at 4750 East 131 Street, Garfield Heights, OH 44015.

"Governmental Fees" means all federal, state and local fees, taxes and assessments upon the transfer and disposal of Solid Waste.

"Holiday" means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

"Invitation to Bid" means the request of the Consortium for Solid Waste Transfer and Disposal Services issued by the Cuyahoga County Solid Waste District.

"Notice of Award" means written notification that a Bid has been accepted by a Contracting Community.

"Performance Bond" means the bond insuring performance of the Solid Waste Transfer and Disposal Services to be submitted to each Contracting Community upon Contract award in substantially the same form as that included in the Bid Documents.

"Residential Solid Waste" means that portion of Solid Waste generated from residential units and does not include separated recyclable materials, separated yard waste, hazardous waste, infectious waste or Unacceptable Waste.

"Solid Waste" means unwanted residual or semi-solid materials resulting from community, commercial, industrial and agricultural operations, but excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid waste does not include any material that is an infectious or hazardous waste. Solid Waste includes Solid Waste, Catch Basin Debris and Street Sweepings.

"Solid Waste Landfill or Landfill(s)" means the Ohio EPA permitted and licensed facility or facilities to be used for the disposal of Solid Waste generated by the Consortium and delivered to the Solid Waste Transfer Station.

"Solid Waste Transfer and Disposal Services" means the acceptance, transfer and disposal of Solid Waste collected by the Communities and delivered to the Solid Waste Transfer Station.

"Solid Waste Transfer Station or "Transfer Station" means the facility identified by the Successful Bidder to receive deliveries of Solid Waste from the Communities.

"Street Sweepings" means materials consisting primarily of soil, rocks, asphalt, leaves and other vegetative matter generated during the cleaning of roads. It may also contain small amounts of other Solid Wastes that are often discarded along roads. It does not include material generated during the cleanup of an oil or hazardous waste chemical spill.

"Successful Bidder" means the Bidder selected by the Consortium to be responsive and the lowest and best Bidder in response to the Invitation to Bid for the Transfer and Disposal of Solid Waste.

"Term" means the duration of the Contract, including all executed option years.

"Unacceptable Waste" means hazardous waste (as defined by R.C. 3734.01(J)); infectious wastes (as defined by Ohio Revised Code 3734.01(R)); low-level radioactive waste (as defined by Ohio Revised Code 3734.027); other materials that a solid waste transfer facility is not authorized by law to accept (as defined by Ohio Administrative Code 3745-27-23 (O)); or materials that a solid waste transfer facility is not authorized by law to accept for transfer to a disposal facility (as defined by Ohio Administrative Code 3745-27-23 (P)).

[Insert date]

US Mail & dkidder@republicservices.com

Dave Kidder, Municipal Services Manager
Republic Services (dba Browning Ferris Industries of Ohio, Inc.)
43650 Oberlin-Elyria Road
Oberlin, Ohio 44074

Re: Notice of Renewal through September 30, 2020

Dear Mr. Kidder:

This letter will constitute written notice that the City of [insert name] hereby exercises its second renewal option under Article II of the Agreement for the Transfer and Disposal of Solid Waste executed by and between the City of [Insert name] and Browning Ferris Industries of Ohio, Inc. effective October 1, 2015 ("Agreement"). As such, the Agreement shall extend, under its current terms and conditions except for as stated below, through September 30, 2020.

According to Article IV of the Agreement, the price for the transfer and disposal of solid waste, effective on and after October 1, 2019, shall be \$41.90 per ton.

Thank you for your continued service. Should you have any questions or concerns please contact me.

Sincerely,

[Insert name and signature]

cc: Diane Bickett, Executive Director, Cuyahoga County Solid Waste District
(dbickett@cuyahogacounty.us)

INTRODUCED BY:

ORDINANCE NO. 2019-59

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE ONE (-1-) 2019 RESCUE SQUAD VEHICLE FOR THE CITY OF BEACHWOOD, OHIO FIRE AND RESCUE DEPARTMENT FROM PFUND SUPERIOR SALES CO., UNDER THE STATE OF OHIO TERM SCHEDULE PROGRAM, WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Acting Fire Chief is recommending the purchase of one (-1-) 2019 Rescue Squad Vehicle under the State of Ohio Term Schedule Program; and

WHEREAS, this item was previously budgeted for fiscal year 2019, January 1, 2019 to December 31, 2019, inclusive; and

WHEREAS, the City received a quotation from Pfund Superior Sales Co. for the purchase of one (-1-) 2019 Rescue Squad Vehicle in an amount not to exceed Two Hundred Forty-Nine Thousand Nine Hundred Forty Eight Dollars and No Cents (\$249,948.00).

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

Section 1: The Mayor is hereby authorized and directed to purchase one (-1-) 2019 Rescue Squad Vehicle from Pfund Superior Sales Co. under the State of Ohio Term Schedule Program in an amount not to exceed Two Hundred Forty-Nine Thousand Nine Hundred Forty Eight Dollars and No Cents (\$249,948.00), and waive competitive bidding.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City of Beachwood.

Section 3: This Ordinance is hereby declared an urgent measure immediately necessary for the preservation of the public peace, health, safety or the efficient operation of the City, and for the further reason that it is necessary to purchase the 2019 Rescue Squad Vehicle at the earliest time in order that the City has the ability to continue to provide safe and reliable rescue squad service to its residents; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall take effect and be in force from and after the earliest date permitted by law

Attest: I hereby certify that this legislation was duly adopted on the 6th day of May, 2019 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7th day of May 2019.

Clerk

Approval: I have approved this legislation this 7th day of May 2019, and filed it with the Clerk.

Mayor

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800584

EFFECTIVE DATES: 12/01/2017 TO 11/30/2018
Renewal through 11/30/2019

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address:
<http://procure.ohio.gov>.

Life Line Emergency Vehicles Inc

STATE TERM SCHEDULE

Index No. STS233

Eff. Date 12/01/2018

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Contractor:

Contractor does not accept POs
Life Line Emergency Vehicles Inc
PO Box 299

Sumner, IA 50674

Remit To:

0000099627
PFUND SUPERIOR SALES CO., INC.
221 Chester Dr
Lower Burrell, PA 15068

OAKS Contract ID:

Contractor Contacts:

Ms. Sara Trainor

Telephone: (800) 922-7477 x114

Fax: (563) 578-3305

Email: strainor@lifelineambulance.com

Delivery:

See Notes Section

Terms:

Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$100

Maximum: 2 or more

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); and Opportunities for Ohioans with Disabilities (OOD). State agencies must obtain a waiver from OPI, CRP, DMHAS, Pharmacy Services, and/or OOD to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR / VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

25101700 - Safety and rescue vehicles

Ambulances

NOTES:

The current price list is dated August 30, 2018.

Delivery = 160-180 Days A.R.O. - F.O.B. Destination
Multi-Unit Discount = \$1,000/each vehicle

Dealer Index

Dealer Name & Address

Remit To:

OAKS Contract ID:

0000011297
PFUND SUPERIOR SALES CO., INC.
221 Chester Dr
Lower Burrell, PA 15068

800584-1

Dealer's Contact:

Name	Phone	Fax	Email Address
Mr. Terry Pfund	(724) 339-1600	(724) 339-7509	tpfund@pfundsuperior.com

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	12/01/2018	This amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional twelve (12) months, effective December 1, 2018 through November 30, 2019. This amendment is also issued to notify of an updated pricelist dated August 30, 2018, effective with all orders issued on or after December 1, 2018 and to add a Summary of Amendments page to the contract.

PUBLIC NOTICE
NOTICE OF RECEIPT OF 401 APPLICATION

Public notice is hereby given that the Ohio Environmental Protection Agency (Ohio EPA) Division of Surface Water (DSW) has received an application for, and has begun to consider whether to issue or deny, a Clean Water Act Section 401 water quality certification for a project your project to expand the parking lot at the Solon Senior Center located in Solon. The application was submitted by the City of Solon. The project is located at the. The Buffalo District Corps of Engineers Public Notice Number for this project is 1997-4940013. The Ohio EPA ID Number for this project is 186066.

Discharges from the activity, if approved, would result in degradation to, or lowering of, the water quality of the **Chagrin River**. Ohio EPA will review the application, and decide whether to grant or deny the certification, in accordance with OAC Chapters 3745-1 and 3745-32. In accordance with OAC rule 3745-1-05, an antidegradation review of the application will be conducted before deciding whether to allow a lowering of water quality. No exclusions or waivers, as outlined by OAC rule 3745-1-05, apply or may be granted.

Starting April 10, 2019, copies of the application and technical support information may be inspected on Ohio EPA-DSW website:

<http://www.epa.ohio.gov/dsw/401/permitting.aspx>

Persons wishing to 1) be on Ohio EPA's interested parties mailing list for this project, 2) request a public hearing, or 3) submit written comments for Ohio EPA's consideration in reviewing the application should do so by email to epa.dswcomments@epa.ohio.gov or writing to Ohio EPA-DSW, Attention: Permits Processing Unit, P.O. Box 1049, Columbus, Ohio 43216-1049 within thirty days of the date of this public notice.

RUN DATE 04/08/2019
RUN TIME 13:51:03

STATE OF OHIO
DIVISION OF LIQUOR CONTROL
6606 TUSSING RD
P O BOX 4005
REYNOLDSBURG, OH 43068-9005

I.D. PFD42

GENERAL INFORMATION: 614-644-2360 PAYMENT INFORMATION: 614-644-2567

35% OF LICENSING FEE DISTRIBUTED

BEACHWOOD, CITY OF
CUYAHOGA COUNTY
CITY CLERK
2700 RICHMOND RD
BEACHWOOD OH

44122

VENDOR # AT18022
FTI # 346000211
VOUCHER # 19K0361
BATCH #

18 CUYAHOGA	022 BEACHWOOD		\$2,372.30
PERMIT NUMBER	NAME/ADDRESS	CLASS	AMOUNT
1508781-0125	CITY BARBEQUE LLC 24325 CHAGRIN BLVD BEACHWOOD OH 44122	D1	376.00
1508781-0125	CITY BARBEQUE LLC 24325 CHAGRIN BLVD BEACHWOOD OH 44122	D2	564.00
2424206-0005	ECCLESIASTES 120 PAST MASTER DINNER DANCE 3663 PARK EAST DR BEACHWOOD OH 44122	F2	150.00
6088342-0005	MONARCH BEACHWOOD LP DBA EMBASSY SUITES BEACHWOOD 3775 PARK EAST DR BEACHWOOD OH 44122	D6	500.00
6088342-0005	MONARCH BEACHWOOD LP DBA EMBASSY SUITES BEACHWOOD 3775 PARK EAST DR BEACHWOOD OH 44122	D5A	2,344.00
6430481	NOBLE INTERSTATE MANAGEMENT GROUP LLC DBA EMBASSY SUITES BEACHWOOD 3775 PARK EAST DR BEACHWOOD OH 44122	D5A	2,344.00
6430481	NOBLE INTERSTATE MANAGEMENT GROUP LLC DBA EMBASSY SUITES BEACHWOOD 3775 PARK EAST DR BEACHWOOD OH 44122	D6	500.00

IF THERE ARE ANY CHANGES IN YOUR ADDRESS, NAVIGATE TO SUPPLIER.OHIO.GOV,
LOG IN TO THE PORTAL WITH YOUR USERNAME AND PASSWORD OR SIGN UP FOR AN
ACCOUNT TO SUBMIT THE UPDATED ADDRESS INFORMATION.

IF NO WARRANT IS INCLUDED WITH THIS REMITTANCE, A DIRECT DEPOSIT
HAS BEEN MADE TO YOUR ACCOUNT IN YOUR FINANCIAL INSTITUTION.

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Larry Heiser, Finance Director
DATE: 5/7/2019
SUBJECT: An Ordinance assigning the Job Creation and Retention Incentive Grant Agreement with Real Alloy Recycling, Inc. to Real Alloy Recycling, LLC; and declaring this to be an urgent measure
Placed on Pending: May 6, 2019

Real Alloy was granted a Job Creation Incentive Grant under Ordinance 2015-102. The grant is for five years starting January 1, 2016 thru December 31, 2020. On May 31, 2018 Real Alloy Recycling, Inc's assets were sold and the assets are owned by a new entity Real Alloy Recycling, LLC. (FEI 82-5404934). Real Alloy Recycling, Inc. wants to transfer the Job Creation Incentive Grant Program with the City of Beachwood to Real Alloy Recycling, LLC. Consent by Council is required to approve having the agreement assigned to the new entity

INTRODUCED BY:

ORDINANCE NO. 2019-57

AN ORDINANCE ASSIGNING THE JOB CREATION AND RETENTION INCENTIVE GRANT AGREEMENT WITH REAL ALLOY RECYCLING, INC. TO REAL ALLOY RECYCLING, LLC; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Ordinance No. 2015-102, the City of Beachwood entered into a Job Creation and Retention Incentive Grant Agreement with Real Alloy Recycling, Inc.; and

WHEREAS, the Job Creation and Retention Incentive Grant Agreement with Real Alloy Recycling, Inc. was for a period of five years (5) commencing on January 1, 2016 and ending December 31, 2020; and

WHEREAS, on May 31, 2018, Real Alloy Recycling, Inc.'s assets were sold to a new entity, Real Alloy Recycling, LLC; and

WHEREAS, as a result of the sale the City received a request to assign the Job Creation and Retention Incentive Grant Agreement to the new entity Real Alloy Recycling, LLC.

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

Section 1: City Council, pursuant to Article IV of the Job Creation and Retention Incentive Grant Agreement ("Grant Agreement"), consents to the assignment of the Grant Agreement from Real Alloy Recycling, Inc. to Real Alloy Recycling, LLC and further authorizes and directs the Mayor to execute an Assignment to the Job Creation and Retention Incentive Grant Agreement from Real Alloy Recycling, Inc. to Real Alloy Recycling, LLC.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 Codified Ordinances of the City.

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason of continuing the Grant Agreement uninterrupted; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2019-57

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 6th day of May, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7th day of May, 2019.

Clerk

Approval: I have approved this legislation this 7th day of May, 2019, and filed it with the Clerk.

Mayor

JOB CREATION AND RETENTION INCENTIVE GRANT AGREEMENT

An Agreement between the City of Beachwood, Ohio ("Beachwood"), an Ohio Municipal Corporation located at 25325 Fairmount Boulevard, Beachwood, Ohio, 44122 and Real Alloy Recycling, Inc. ("Real Alloy"), with an office located at 28825 Science Park Drive, Suite 300, Beachwood, Ohio 44122 to enter into a Job Creation and Retention Incentive Grant Agreement ("JCRIGA") to promote economic development within the City of Beachwood and to assist Real Alloy in encouraging growth and the creation and retention of jobs and to further provide financial incentives to Real Alloy meets the criteria of this Job Creation and Retention Incentive Grant Program ("JCRIGP").

WHEREAS, Beachwood recognizes the importance of economic development and the significant role that economic development plays in providing excellent city services to its residents;

WHEREAS, Beachwood is uniquely situated to provide a business friendly environment for new and existing business within its municipal boundaries;

WHEREAS, Beachwood City Council has passed ordinance 2015- 102 authorizing the City to enter into an Agreement with Real Alloy for job creation and retention;

WHEREAS, Real Alloy, desires to relocate operations within Beachwood, Ohio and retain 45 full-time jobs and create 32 new full-time jobs at the Beachwood location and said job retention and job creation qualifies for the JCRIGP.

NOW, THEREFORE, Beachwood and Real Alloy hereby agree to the following terms and conditions:

I. PURPOSE

The purpose of this Agreement and attachments ("Application" attached as "Exhibit A") and, the Job Creation and Retention Incentive Grants Overview and Guidelines (hereafter "Guidelines" attached as "Exhibit B") both incorporated by reference as if fully rewritten, are to set forth the terms and conditions to govern the JCRIGP as entered into between Beachwood and Real Alloy. Real Alloy, while in good standing with the terms and conditions of this Agreement and the terms and conditions of JCRIGP, and when in compliance with the minimum job retention and creation projections or additional payroll generation, will be eligible for an annual grant payment ("Grant") based on a percentage of the annual City income taxes generated by retained and new full-time jobs or new full-time equivalent jobs created in Beachwood. Real Alloy will only be eligible for an annual grant payment when it has achieved a Complying Year as defined herein, and maintained agreed employment levels or payroll levels for that grant year.

JOB CREATION AND RETENTION INCENTIVE GRANT AGREEMENT

An Agreement between the City of Beachwood, Ohio ("Beachwood"), an Ohio Municipal Corporation located at 25325 Fairmount Boulevard, Beachwood, Ohio, 44122 and Real Alloy Recycling, Inc. ("Real Alloy"), with an office located at 28825 Science Park Drive, Suite 300, Beachwood, Ohio 44122 to enter into a Job Creation and Retention Incentive Grant Agreement ("JCRIGA") to promote economic development within the City of Beachwood and to assist Real Alloy in encouraging growth and the creation and retention of jobs and to further provide financial incentives to Real Alloy meets the criteria of this Job Creation and Retention Incentive Grant Program ("JCRIGP").

WHEREAS, Beachwood recognizes the importance of economic development and the significant role that economic development plays in providing excellent city services to its residents;

WHEREAS, Beachwood is uniquely situated to provide a business friendly environment for new and existing business within its municipal boundaries;

WHEREAS, Beachwood City Council has passed ordinance 2015- 102 authorizing the City to enter into an Agreement with Real Alloy for job creation and retention;

WHEREAS, Real Alloy, desires to relocate operations within Beachwood, Ohio and retain 45 full-time jobs and create 32 new full-time jobs at the Beachwood location and said job retention and job creation qualifies for the JCRIGP.

NOW, THEREFORE, Beachwood and Real Alloy hereby agree to the following terms and conditions:

I. PURPOSE

The purpose of this Agreement and attachments ("Application" attached as "Exhibit A") and, the Job Creation and Retention Incentive Grants Overview and Guidelines (hereafter "Guidelines" attached as "Exhibit B") both incorporated by reference as if fully rewritten, are to set forth the terms and conditions to govern the JCRIGP as entered into between Beachwood and Real Alloy. Real Alloy, while in good standing with the terms and conditions of this Agreement and the terms and conditions of JCRIGP, and when in compliance with the minimum job retention and creation projections or additional payroll generation, will be eligible for an annual grant payment ("Grant") based on a percentage of the annual City income taxes generated by retained and new full-time jobs or new full-time equivalent jobs created in Beachwood. Real Alloy will only be eligible for an annual grant payment when it has achieved a Complying Year as defined herein, and maintained agreed employment levels or payroll levels for that grant year.

For purposes of this Agreement “Full-Time” and “Full-Time Equivalent” means at least 2080 hours of work per year, per employee. “Full-Time” or “Full-Time Equivalent” may include hourly, salary and commissioned employees. For purposes of this Agreement, “retained jobs” means at least 45 full-time jobs as defined and verified on January 1, 2016. For purposes of this Agreement “New Jobs” means jobs that were not previously located in Beachwood and does not include returns to work from layoff, furlough, return from termination of any kind or return from sick leave or other medical leave of absence, any preexisting form of employment with Real Alloy in Beachwood, independent contractor positions, retail jobs, food service jobs, consultants or temporary workers. “Additional Payroll” shall mean payroll over and above the payroll of Real Alloy in the preceding tax year. A “Complying Year” for grant qualification under this Agreement shall mean a year where Real Alloy has met at least Seventy Five percent (75%) of its job retention and job creation committed to under this Agreement and Application.

II. TERMS AND TERMINATION

In accordance with its Application and Guidelines, this Agreement shall be in effect from January 1, 2016 to December 31, 2020. Beachwood may terminate this Agreement for noncompliance if Real Alloy does not proceed with the project within one year of executing this Agreement, or within a one year extension of the Agreement if applicable, or if the company has three consecutive Non-Complying Years.

III. NEW EMPLOYMENT OR PAYROLL REQUIRED BY REAL ALLOY

Real Alloy shall retain at least 45 full-time jobs or full-time equivalent jobs at its Beachwood location and shall create at least 32 new full-time jobs within **five years of execution of this Agreement** at its Beachwood location (See “Application”). If Real Alloy operates multiple facilities within Beachwood and for purposes of job retention, new job creation or new payroll generation, Real Alloy may aggregate its new or additional employment and payroll from all of its Beachwood operations.

IV. GRANT

When Real Alloy has satisfied the terms of this Agreement by having a Complying Year under the terms of this Ordinance 2015-102, this Agreement, Guidelines and JCRIGP Application, Real Alloy shall be eligible for a grant from Beachwood representing an income tax refund from Beachwood for each year that Real Alloy remains in compliance with the terms herein. Said grant shall be limited to and correspond with **Ordinance 2015-102, the schedule set forth in JCRIGP Application and Guidelines terms attached hereto.**

Complying Year: In order to qualify for a grant in any given calendar year during the term of this Agreement, Real Alloy must report employment of at least Seventy-Five Percent (75%) of its job creation and job retention commitments for that calendar year as set forth in its Application.

This includes retained full-time jobs or full-time equivalent jobs and new full-time jobs and full-time equivalent job commitments.

Beachwood will award Real Alloy a yearly grant at a maximum rate of Fifty Percent (50%) of income taxes paid by Real Alloy based on the retained full-time and new full-time jobs based in Beachwood for Complying Years and subject to offset for less than fully Complying Years in accordance with the schedule set forth in the terms of the Guidelines.

Grant awards to Real Alloy shall only be based on income taxes paid to and retained by Beachwood and shall not be based on any portion of taxes that Beachwood is required by law or contract to share with the State of Ohio, any other political subdivision of the State of Ohio or any other taxing district of the State of Ohio.

This grant is non-assignable without the express written consent of the City of Beachwood. Said consent may only be given via the legislative action of Beachwood City Council.

Beachwood City Council has passed, by an affirmative vote of its members, Ordinance 2015-102 which was signed by the Beachwood Mayor on July 14, 2015 authorizing the Mayor to enter into this Agreement. This Grant may not be amended without the authorization of City Council and the Mayor of the City of Beachwood.

V. ANNUAL REPORTING AND VERIFICATION

At least once per year under this Agreement or upon request of Beachwood and upon forms provided by Beachwood, Real Alloy shall submit an Annual JCRIGP ("Report"). The Report shall document new and existing employment and yearly payroll as attained by Real Alloy.

Beachwood shall also have the right to verify all data in the report by reviewing and inspecting payroll records of Real Alloy. Beachwood and Real Alloy will cooperate to effectuate said review and inspection of payroll reports within thirty days (30) of Beachwood's request for the same. Failure by Real Alloy to comply with this paragraph shall constitute a breach of this Agreement and may lead to termination of this Agreement and enforcement of the Claw Back provision contained in Paragraph Six herein and other applicable remedies.

VI. CLAW BACK

Real Alloy shall return all grant monies that it previously received from Beachwood, plus interest at the statutory rate, if it should cease operations in Beachwood for any reason, and moves its operations outside of the corporate boundaries of Beachwood prior to December 31, 2022.

If the conditions of this paragraph are met and Real Alloy moves its operations from Beachwood, Real Alloy shall return all grant monies received by Real Alloy from Beachwood, plus interest at the statutory rate to Beachwood within thirty days (30) of written request by Beachwood. If Real Alloy fails to return said monies to Beachwood, then Beachwood may commence legal action in any court holding jurisdiction over this matter. If Beachwood initiates legal action, then Real Alloy shall be responsible for, in addition to any award or judgment, attorney fees (including retention of outside counsel by Beachwood), courts costs and other court related expenses incurred by Beachwood in the prosecution of its claim.

“Interest at the statutory rate as” as described in this section means the federal short-term rate, rounded to the nearest whole number percent, plus five percent.

VI. AMENDMENTS

This Agreement may be amended only by the written consent of both Beachwood and Real Alloy. Any amendment by Beachwood shall require the authorization of Beachwood City Council via legislation with approval of said legislation by the Mayor of the City of Beachwood.

VII. INTERPRETATION OF THIS AGREEMENT

This Agreement, attachments and Beachwood Ordinance 2015-102 shall be read and interpreted to complement and harmonize with each other. If a conflict between the Agreement, Guidelines and Application exist, the more specific provisions shall control. This Agreement shall be interpreted in accordance with the laws of the State of Ohio.

VIII. JURISDICTION

Any cause of action brought to enforce the terms and condition of this Agreement or any of its attachments may only be brought in a court of competent jurisdiction within the State of Ohio.

IX. NOTICES

Required notices under this agreement shall be sent to:

For the City:

Mr. James Doult
Economic Development Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122

And

Brian A. Reali
Law Director of the City of Beachwood
25325 Fairmount Boulevard
Beachwood, Ohio 44122

For the Company
Terrance J. Hogan
President
Real Alloy Recycling, Inc.
25825 Science Park Drive, Suite 300
Beachwood, Ohio 44122

BEACHWOOD, OHIO
("BEACHWOOD")

Real Alloy Recycling, Inc.

BY: Merle S. Gorden
Mayor Merle S. Gorden

BY: Terrance J. Hogan
Terrance J. Hogan, President
12/22/15

Approved as to form:

B A R
City Law Department
Brian A. Reali, Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
(216) 595-5462

EXHIBIT A
GUIDELINES

APPLICATION



Job Retention and Creation Incentive Grant Application

The following is an application to the City of Beachwood, Ohio located in the County of Cuyahoga by Real Alloy Recycling, Inc., hereinafter referred to as the Enterprise.
(Enterprise name)

I. General Information

Applicant:

Enterprise Name Real Alloy Recycling, Inc.

Home Office Street Address 15301 Ventura Blvd, Suite 400

City Sherman Oaks State CA Zip code 91403

Local Site Street Address 25825 Science Park Drive, Ste. 300

City Beachwood State OH Zip code 44122

Contact Person Name Terry Hogan

Telephone 216-910-3620 Fax 216-916-4742

Email terry.hogan@realalloy.com

Primary business activity of the enterprise

Aluminum Recycling

NAICS Code that apply to the products produced by the enterprise.

NAICS Code # 331314 NAICS Code # _____

NAICS Code # _____ NAICS Code # _____

Form of business of Enterprise (corporation, partnership, proprietorship, or other).

Corporation

Name of principal owner(s) or officers of the enterprise (attach list, if necessary).

Terrance J. Hogan President

Michael J. Hobey Vice President & Treasurer

Cathryn D. Griffin Vice President & Secretary

Does the Enterprise owe:

A. Any delinquent taxes to the State of Ohio or any County, City or Township within the State of Ohio?

Yes _____ No X

B. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

Yes _____ No X

C. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes _____ No X

D. If yes to any of the above, please provide details of each instance including, but not limited to, the location, the amounts and/or case identification numbers (attach additional sheets if needed).

II. Financial Information

Federal Identification Number (FEIN) 27-1539798

A. Enterprise's current employment level in Beachwood:

Current total Full-time Permanent Employment: 45 At February 27, 2015 Sale Date

Current total Part-time Permanent Employment: 0

B. Current Payroll:

Current Payroll Full-time Permanent Employment: \$4,559,000 At February 27, 2015 Sale Date

Current Payroll Part-time Permanent Employment: 0

C. List schedule for hiring new full-time positions:

Year 1	Year 2	Year 3	Year 4	Year 5
<u>32</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

D. Estimate the amount of annual payroll new employees will add.

New Full-time Permanent Year 1: \$ 3,491,000

Year 2: \$ 0

Year 3: \$ 0

Year 4: \$ 0

Year 5: \$ 0

IV. Certifications of Information

Submission of this application expressly authorizes the City of Beachwood 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 aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Terrance J. Hogan

Printed Name

July 7, 2015

Date



Signature

President

Title

A copy of this application will be attached to the final Job Creation Incentive Grant Program Agreement as Exhibit A.

ADDENDUM TO THE JOB CREATION AND RETENTION INCENTIVE GRANT AGREEMENT
BETWEEN THE CITY OF BEACHWOOD AND REAL ALLOY

THIS ADDENDUM IS made on this 20th day of June, 2016 by and between the city of Beachwood, Ohio ("Beachwood") and Real Alloy Recycling, Inc. ("Real Alloy").

WHEREAS, Beachwood City Council has passed Ordinance 2015-102 authorizing the City to enter into a Job Creation and Retention Incentive Agreement ("Agreement") with Real Alloy; and

WHEREAS, Real Alloy and Beachwood entered into the Agreement on December 22, 2015; and

WHEREAS, Ordinance 2015-102 authorized an occupancy grant to Real Alloy, but the Agreement failed to detail that occupancy grant; and

WHEREAS, the parties wish to correct that oversight.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Real Alloy and Beachwood hereby amend the Agreement by adding the following terms:

1. Upon re-locating its business operation within the jurisdictional boundaries of the City of Beachwood, Real Alloy shall receive a one-time Occupancy Grant of Fifty Thousand Dollars and No/Cents (\$50,000.00). The Claw Back provisions of Section VI of the Agreement shall apply to the Occupancy Grant.

2. All grant monies provided pursuant to the Agreement shall be paid from Beachwood's non-tax revenues.

3. All other terms of the Agreement that have not been specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, each party, by its duly authorized representative has executed this contract effective as of the day and year first written above.

CITY OF BEACHWOOD, OHIO

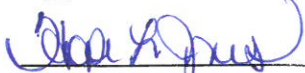
By Merle S. Gorden
Merle S. Gorden, Mayor
Date: 6-29-16

REAL ALLOY RECYCLING, INC.

By Terrance J. Hogan
Terrance J. Hogan, President
Date: 6/28/16

CERTIFICATE OF THE DIRECTOR OF LAW

Approved as to form.



Hope L. Jones

Assistant Director of Law

Dated: 10.28.16

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A JOB CREATION AND RETENTION INCENTIVE GRANT AGREEMENT WITH REAL ALLOY RECYCLING, INC., AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood continues to pursue new and efficient economic development strategies that are fiscally responsible, support the creation and retention of new jobs, and grow the City's economic tax base; and

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

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution gives 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 Beachwood provides that the City shall have all powers that may lawfully be possessed or exercised by any city under the Constitution and laws of the State of Ohio and the Constitution and laws of the United States; 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, in order to create and retain jobs, the Economic Development Director has recommended the Program to provide incentives to businesses to remain in the City of Beachwood and retain jobs within the City of Beachwood without utilizing tax revenues or impacting negatively upon the local school system; and

WHEREAS, Real Alloy Recycling, Inc., ("Real Alloy") currently located at 25825 Science Park Drive, Suite 300, Beachwood, Ohio; and

WHEREAS, Real Alloy has expressed an interest in participating in economic development programs and incentives offered by the City; and

WHEREAS, Real Alloy has committed to continue operations within the City of Beachwood's corporate boundaries; and

WHEREAS, such grant agreement provides for a reimbursable annual grant payment equal to no more than Fifty percent (50%) of the annual payroll taxes paid to the City of Beachwood during the duration of the agreement beginning January 1, 2016 through December 31, 2020; and

WHEREAS, Real Alloy currently has 45 full time jobs in the City of Beachwood with an

ORDINANCE NO. 2015-102

estimated payroll of \$4,559,000.00 and will be creating 32 new full time jobs in the City of Beachwood in 2016 with an estimated payroll of \$3,491,000.00.

WHEREAS, the City of Beachwood is offering a one-time Occupancy Grant of Fifty Thousand Dollars and No/Cents (\$50,000.00); and

WHEREAS, the grant amount will be paid from the City's non-tax revenues; and

WHEREAS, this Council desires to authorize the Mayor to enter into a Job Creation and Retention Incentive Grant Agreement with Real Alloy subject to the approval of the Law Director.

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

Section 1: The Mayor is hereby authorized to enter into a Job Creation and Retention Incentive Grant Agreement with Real Alloy subject to the approval of the Law Director and in accordance with the terms of the Application and Program Description.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 Codified Ordinances of the City.

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City; such necessity existing by the reason of the immediate necessity of authorizing a grant agreement that will provide for the creation of new jobs within the City and, thereby, enhance the City's tax revenues.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 13th day of July, 2015, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 14th day of July, 2015.

Karen M. Narolax
Clerk

Approval: I have approved this legislation this 14th day of July, 2015, and filed it with the Clerk.

Maile S. Guden
Mayor

BEACHWOOD OHIO

JOB CREATION AND RETENTION INCENTIVE GRANTS OVERVIEW AND GUIDELINES

Job Creation and Retention Incentive Grants (JCRIG) offer incentives to eligible businesses that are retaining existing Beachwood-based full time or full time equivalent jobs or creating new, full time or full time equivalent jobs in Beachwood. The City can offer an eligible company an annual grant payment based on a percentage of the annual payroll withholding taxes generated by full time Beachwood-based jobs that are retained or full time jobs that are new to the City of Beachwood.

- The JCRIG will be structured as a grant (refund) based upon the retention or creation of new full time or full time equivalent jobs in the City of Beachwood.
- Each grant must be approved by City Council and the Mayor.
- Grants are based upon a percentage of the payroll tax withheld for eligible jobs that are retained or new jobs that are created as a result of an approved project (see **Grant Guidelines** below).
- In order to be eligible for a Job Retention Grant, a Beachwood-based business must commit to retaining full time or full time equivalent jobs with an annual payroll of at least \$1 million.
- In order to be eligible for Job Creation Grant, a Beachwood-based business or a business new to Beachwood must, at a minimum, add new annual payroll of \$1,000,000 within a 3 year period.
- Independent contractor positions are not eligible.
- Retail and food service businesses are not eligible.

Grant Guidelines:

The maximum term of a grant will be 5 years and the maximum incentive rate will be 50%. All grants will be based on existing or new payroll projections according to the following schedule:

<u>Retained or New Payroll</u>	<u>Term of Grant</u>	<u>Suggested Incentive Rate</u>
\$1 million to \$3 million	3 years	30%
\$3 million to \$6 million	4 years	35%
\$6 million to \$8 million	4 years	40%
\$8 million and above	5 years	50%

- For companies already located in Beachwood, only new payroll shall be used to determine the number of years and the award percentage of the grant. The company will also be required to maintain the workforce levels 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.
- The grant agreement will be for a specific location. However, if a company has multiple locations in the City and total employment and payroll projections are met at any combination of locations in the City, the company will qualify for the grant payments.

- The starting date for Year 1 job projections will be specified in the agreement. If a project start or occupancy of a project facility is delayed, the company may send a written request for a one year extension to the Beachwood Development Department. City Council must approve any extensions.
- If a project or occupancy of a project facility begins in the 3rd or 4th quarter of the year and the company is not able to meet its Year 1 projections by December 31st of that year, Year 1 shall be considered the first full year of occupancy.

Project Performance –

Each year during the term of a grant the amount of the grant will be calculated based on the company's performance in meeting its payroll and employment projections for the previous calendar year.

Grants will be awarded annually according to the schedule below:

% of Payroll Projections Met	% of Grant Awarded
90-100%	full grant/credit
85-89%	reduce grant by 5% (e.g.: 40% grant reduced to 35%)
80-84%	reduce grant by 10%
75-79%	reduce grant by 15%
> 75%	no grant for that year

For purposes of calculating the amount of the grant each year, exercised stock options will not be included in annual payroll.

Application Procedures:

Application forms will be available from the Beachwood Development Department. A non-refundable application fee of \$750 in the form of a check made payable to the City of Beachwood shall be submitted with the application.

Annual Reporting:

- Upon the City's request and on forms provided by the City, companies must submit an annual Job Retention or Job Creation report documenting employment and payroll for the previous calendar year. 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 Development and the Finance Director.
- An annual compliance report will be prepared by the Director of Development and presented to the Mayor and City Council.

Claw back provision:

Each approved project will include an Agreement with a binding claw back provision requiring repayment of grant moneys if the company leaves the City during the term of the Agreement.

Terminating Agreement:

1. If the project does not proceed as specified in the agreement or within the one year extension period, Council may rescind the agreement upon recommendation of the Director of Development.
2. If a company fails to meet 75% of its payroll or employment projections in three consecutive years at any time during the term of the agreement, City Council shall rescind the agreement.



Job Retention and Creation Incentive Grant Application

The following is an application to the City of Beachwood, Ohio located in the County of Cuyahoga by Real Alloy Recycling, Inc., hereinafter referred to as the Enterprise.
(Enterprise name)

I. General Information

Applicant:

Enterprise Name Real Alloy Recycling, Inc.

Home Office Street Address 15301 Ventura Blvd, Suite 400

City Sherman Oaks State CA Zip code 91403

Local Site Street Address 25825 Science Park Drive, Ste. 300

City Beachwood State OH Zip code 44122

Contact Person Name Terry Hogan

Telephone 216-910-3620 Fax 216-916-4742

Email terry.hogan@realalloy.com

Primary business activity of the enterprise

Aluminum Recycling

NAICS Code that apply to the products produced by the enterprise.

NAICS Code # 331314 NAICS Code # _____

NAICS Code # _____ NAICS Code # _____

Form of business of Enterprise (corporation, partnership, proprietorship, or other).

Corporation

Name of principal owner(s) or officers of the enterprise (attach list, if necessary).

Terrance J. Hogan	President
Michael J. Hobey	Vice President & Treasurer
Cathryn D. Griffin	Vice President & Secretary

Does the Enterprise owe:

A. Any delinquent taxes to the State of Ohio or any County, City or Township within the State of Ohio?

Yes _____ No X

B. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

Yes _____ No X

C. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes _____ No X

D. If yes to any of the above, please provide details of each instance including, but not limited to, the location, the amounts and/or case identification numbers (attach additional sheets if needed).

II. Financial Information

Federal Identification Number (FEIN) 27-1539798

A. Enterprise's current employment level in Beachwood:

Current total Full-time Permanent Employment: 45 At February 27, 2015 Sale Date

Current total Part-time Permanent Employment: 0

B. Current Payroll:

Current Payroll Full-time Permanent Employment: \$4,559,000 At February 27, 2015 Sale Date

Current Payroll Part-time Permanent Employment: 0

C. List schedule for hiring new full-time positions:

Year 1	Year 2	Year 3	Year 4	Year 5
<u>32</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

D. Estimate the amount of annual payroll new employees will add.

New Full-time Permanent Year 1: \$ 3,491,000

Year 2: \$ 0

Year 3: \$ 0

Year 4: \$ 0

Year 5: \$ 0

IV. Certifications of Information

Submission of this application expressly authorizes the City of Beachwood 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 aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Terrance J. Hogan

Printed Name

July 7, 2015

Date



Signature

President

Title

A copy of this application will be attached to the final Job Creation Incentive Grant Program Agreement as Exhibit A.

CITY OF *Beachwood*

25325 FAIRMOUNT BOULEVARD • BEACHWOOD, OHIO 44122

MAYOR
MERLE S. GORDEN

July 1, 2015

TO: Mayor Merle S. Gorden
FROM: Jim Douth
SUBJECT: Agenda Item for July 13, 2015 City Council Meeting

Please add the Real Alloy Job Retention and Creation Incentive Proposal to the July 13, 2015 City Council agenda. The incentive proposal is the result of numerous meetings with Real Alloy management and their consultants. The proposal will incentivize the retention of 45 full time Beachwood-based jobs and the creation of 32 new full time jobs over two years. The proposal also includes a one-time \$50,000 occupancy grant to be distributed to Real Alloy when the company takes occupancy of a new Beachwood location.

APPROVED BY MAYOR FOR
NEXT COUNCIL AGENDA

SIGNATURE

DATE

Merle S. Gorden
7/2/15

1-2 cc: SAD

***AMEND SECTION 1111.02 CLASSIFICATION OF USES SUBSECTION (L)
CLASS U-7A USES, BY ADDING ITEMS (10) AND (11) TO READ AS
FOLLOWS:***

- (10) For property on Park East Drive, Restaurants with a Conditional Use Permit approved by the Planning Commission.**
- (11) For property on Park East Drive, Multi-family dwellings with a Conditional Use Permit approved by the Planning Commission.**