Beachwood City Council Meeting Agenda
Monday, July 1, 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-

Agenda Items

1. Roll Call

2. Reports

   a. Mayor

   b. Council Member (non-agenda items)

   c. Department Directors

3. **Oath of Office Matthew Page**

4. **Oath of Office Anthony Strazzo**
   Oath of Office David Peterson

5. Planning & Zoning Committee — Public Hearing - Proposed Ordinance No. 2019-20, an Ordinance Amending BCO Chapter 1111, Section 1111.02, Subsection (I) Class U-7A Uses of the City of Beachwood, Ohio Planning and Zoning Code
   Placed on First Reading and referred to the Planning and Zoning Commission: January 22, 2019
   Recommended to Council as amended by the Planning and Zoning Commission: April 25, 2019
   Referred to Public Hearing: May 6, 2019
   Public Hearing Scheduled July 1, 2019

6. Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each)

7. Approval of Minutes

   Approval of the Minutes of the Regular Council Meeting held on May 6, 2019
   Approval of the Minutes of the Regular Council Meeting held on May 20, 2019
   Approval of the Minutes of the Regular Council Meeting held on June 3. 2019

8.	Finance & Insurance Committee **Ordinance No. 2019-75**	An Ordinance authorizing and directing the Payment of Certain Claims (Bills) for Professional and Other Services; and declaring this to be an urgent measure
9.	Finance & Insurance Committee **Resolution No. 2019-1**	A Resolution authorizing the Mayor to enter into an Agreement with NOPEC, INC., The Northeast Ohio Public Energy Council ("NOPEC") for an Energized Community Grant; and declaring this to be an urgent measure
10.	Finance & Insurance Committee **Ordinance No. 2019-76**	An Ordinance authorizing the Director of Finance to Transfer certain funds from the General Fund (101) to the Debt Service Fund (331) and the Capital Improvements Fund (441); and declaring this to be an urgent measure
11.	Finance & Insurance Committee **Ordinance No. 2019-77**	An Ordinance amending appropriations for Current Expenditures and Other Expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2019, January 1, 2019 to December 31, 2019, Inclusive; and declaring this to be an urgent measure
12.	Finance & Insurance Committee **Ordinance No. 2019-78**	An Ordinance accepting the Quotation from Charter Communications Operating, LLC on behalf of Spectrum to provide the City of Beachwood, Ohio Internet Service for a period of Thirty-Six (36) Months; and declaring this to be an urgent measure
13.	Finance & Insurance Committee **Ordinance No. 2019-79**	An Ordinance accepting a quotation from E-Technologies Group, LLC for the Purchase and Installation of an EATON 15 KVA 208 V UPS System for the City of Beachwood, Ohio; and declaring this to be an urgent measure
14.	Legal & Personnel Committee **Ordinance No. 2019-80**	An Ordinance accepting an Easement to the City of Cleveland, Ohio and the City of Beachwood, Ohio from Beachwood Senior Living, LLC DBA Rose Senior Living Beachwood for the Installation and Maintenance of a Water Main for the Purpose of Supplying Water Service; and declaring this to be an urgent measure
15.	Public Works Committee **Motion**	A Motion authorizing the Clerk to advertise for bids for the 2019 Asphalt and Concrete Patching Program
16.	Safety & Public Health Committee **Ordinance No. 2019-81**	An Ordinance accepting a quotation from Interaction Insight GLR, Corporation DBA Stephen Campbell and Associates to purchase an Eventide Nexlog 740 Recording System and Application Software for the City of Beachwood, Ohio Police Department; and declaring this to be an urgent measure

Pending

1.	Planning & Zoning Committee Ordinance No. 2019-20	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 to be held: July 1, 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**

Correspondence

1.	Correspondence	Public Notice - Notice of Receipt of 401 Application

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

OATH OF OFFICE

I, **MATTHEW PAGE,** do solemnly swear that I will support the Constitution and laws of the United States of America, the Constitution and laws of the State of Ohio, the Charter and Ordinances of the City of Beachwood, and the Rules and Regulations of the Beachwood Police Department, and that I will faithfully, honestly, and impartially discharge the duties of the office of **POLICE SERGEANT** for the City of Beachwood, State of Ohio, during my continuance in said office.

____
MATTHEW PAGE

SWORN TO before me and subscribed in my presence this **1ST DAY OF JULY, 2019**.

____
Diane A. Calta, Law Director

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

OATH OF OFFICE

I, **ANTHONY STRAZZO**, do solemnly swear that I will support the Constitution and laws of the United States of America, the Constitution and laws of the State of Ohio, and the Charter and Ordinances of the City of Beachwood, and that I will faithfully, honestly, and impartially discharge the duties as **CAPTAIN OF THE DEPARTMENT OF FIRE AND RESCUE** for the City of Beachwood, State of Ohio, during my continuance in said office, beginning **July 1, 2019**.

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ANTHONY STRAZZO

SWORN TO before me and subscribed in my presence this **1st DAY OF JULY, 2019.**

____

Diane A. Calta, Law Director

STATE OF OHIO	)	
	)	OATH OF OFFICE
COUNTY OF CUYAHOGA	)	

I, **DAVID PETERSON**, do solemnly swear that I will support the Constitution and laws of the United States of America, the Constitution and laws of the State of Ohio, and the Charter and Ordinances of the City of Beachwood, and that I will faithfully, honestly, and impartially discharge the duties as **CAPTAIN OF THE DEPARTMENT OF FIRE AND RESCUE** for the City of Beachwood, State of Ohio, during my continuance in said office, beginning **July 1, 2019**.

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DAVID PETERSON

SWORN TO before me and subscribed in my presence this **1st DAY OF JULY, 2019.**

____

Diane A. Calta, Law Director

INTRODUCED BY: AMENDED ORDINANCE NO. 2019-20

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

WHEREAS, Rico Pietro and Chad Kertesz on behalf of HCRI Beachwood Inc., have requested an amendment to BCO Chapter 1111, Section 1111.02, subsection (l) Class U-7A Uses; and

WHEREAS, it is Council's desire to refer said requested amendment to its Planning and Zoning Commission for study and a report and recommendation in accordance with BCO 1107.01.

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

Section 1: The Council of the City of Beachwood, having received, on or about December 28, 2018, the attached request on behalf of HCRI Beachwood Inc. for an amendment to the City's Planning and Zoning Code, which is attached hereto and incorporated herein as Exhibit "A", does hereby place said proposed amendment on first reading, and refers the proposed amendment to the Planning and Zoning Commission for its report and recommendation.

Upon receipt of the report and recommendation of the Planning and Zoning Commission, the issue of the within the zoning amendment shall be set for a Public Hearing on the 1st day of July, 2019 at Beachwood City Hall, Council Chambers, and shall be read by Council on three separate occasions.

Section 2: The Clerk of Council is directed to advertise this hearing in a newspaper of general circulation in the City for a period of note less than thirty (30) days prior to the Public Hearing, setting forth the substance of the proposed amendment.

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.

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 __ day of ___________, 2019 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ___ day of ______________, 2019.

____
Clerk

Approval: I have approved this legislation this ___ day of _____________, 2019 and filed it with the Clerk.

____
Mayor

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

(10) <u>For property on Park East Drive,</u> Restaurants with a Conditional Use Permit approved by the Planning Commission.

(11) <u>For property on Park East Drive,</u> Multi-family dwellings with a Conditional Use Permit approved by the Planning Commission.

BEACHWOOD CITY COUNCIL MINUTES OF THE REGULAR COUNCIL MEETING HELD AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS, 25325 FAIRMOUNT BOULEVARD, ON MONDAY, MAY 6, 2019 AT 7:00 P.M.

The meeting was called to order at 7:03 P.M. by Council President Brian Linick.

Pledge of Allegiance led by Chris Morcos

ROLL CALL:	Present:	J. Berns, A. Isaacson B. B. Janovitz, B. Linick J. Pasch, E. Synenberg, J. Taylor
	Absent:	None.
	Also Present:	M. S. Horwitz, C. Arrietta, D. A. Calta, K. Carmen W. Griswold, G. Haba, L. Heiser, S. Lutz, T. Turick, K. Zipay

OATH OF OFFICE

Oath of Office administered by Mayor Horwitz to K9 Officer Jorik and K9 Officer Kai.

SAFETY AND PUBLIC HEALTH COMMITTEE

1. An Ordinance accepting a Donation from the Jewish Federation of Cleveland; and declaring this to be an urgent measure.

Moved by J. Berns, seconded by B. B. Janovitz, that Ordinance No. 2019-62 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by J. Berns, seconded by B. B. Janovitz, that Ordinance No. 2019-62 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

MAYOR'S REPORTS

Mayor Horwitz spoke about Hydrant Flushing, Shred Day, and the Little Mermaid that is currently showing at the Beachwood Community Theater.

Mayor Horwitz also spoke about the Arbor Day celebration and Teacher Appreciation Week.

Mayor Horwitz wished everyone a Happy Ramadan and introduced State Senator Kenny Yuko.

Mayor Horwitz also wished Happy Birthday to the Clerk of Council, Whitney Crook.

COUNCIL MEMBERS (NON-AGENDA ITEMS)

None.

DEPARTMENT DIRECTOR REPORTS

Police Chief Gary Haba read a Letter of Commendation that was received by Police Patrol Officer Lacameron Workman for extraordinary performance in the line of duty. That Letter of Commendation is attached hereto for the official record.

CITIZEN'S REMARKS

Cindy Culligan
5042 Lockwood Road, Perry, Ohio

Spoke about Fire Captain Michael Palumbo.

Mike Palumbo
31605 Douglas Drive

Mr. Palumbo is the Father of Fire Captain Mike Palumbo and he also spoke about Fire Captain Michael Palumbo.

Senator Kenny Yuko
479 Pearson Drive, Richmond Heights, Ohio

Senator Yuko spoke about Fire Captain Michael Palumbo.

Andy Simon
11 Dorset Court, Beachwood, Ohio

Mr. Simon spoke about Fire Captain Michael Palumbo.

Barb Palumbo

Mrs. Palumbo is Fire Captain Michael Palumbo's Mother. Mrs. Palumbo also spoke about her son, Captain Palumbo.

APPROVAL OF THE MINUTES OF THE REGULAR COUNCIL MEETING HELD ON APRIL 1, 2019

Moved by B. Linick, seconded by J. Berns, that the minutes of the Regular Council Meeting held on April 1, 2019 be approved.

ROLL CALL:	Yes:	J. Berns, A. Isaacson, B. B. Janovitz J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

APPROVAL OF THE MINUTES OF THE REGULAR COUNCIL MEETING HELD ON APRIL 15, 2019

Moved by B. Linick, seconded by J. Pasch, that the minutes of the Regular Council Meeting held on April 15, 2019 be approved.

ROLL CALL:	Yes:	J. Berns, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

BUILDING AND GROUNDS COMMITTEE

1. An Ordinance authorizing the Mayor to enter into a Real Estate Listing Agreement with CRESCO, Ltd. for the Marketing and Sale of Certain City-Owned Property; and declaring this to be an urgent measure.

Moved by E. Synenberg, seconded by J. Berns, that Ordinance No. 2019-56 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	B. Linick
		MOTION ADOPTED-RULES SUSPENDED

Moved by E. Synenberg, seconded by J. Berns, that Ordinance No. 2019-56 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	B. Linick
		MOTION ADOPTED

ECONOMIC DEVELOPMENT COMMITTEE

1. 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.

Mr. Berns recused himself from voting on this Agenda Item due to a conflict.

Ms. Janovitz introduced this item and Ms. Taylor seconded.

Mr. Linick asked if there were any questions and a discussion was held regarding this item.

After the item was discussed, there were further questions and a Motion was made to place this item on Pending.

Moved by B. Linick, seconded by J. Pasch, that Ordinance No. 2019-57 be placed on Pending.

ROLL CALL	Yes:	B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	A. Isaacson, B. B. Janovitz,
	Abstain:	None.
	Not Voting:	J. Berns
		MOTION ADOPTED

FINANCE AND INSURANCE COMMITTEE

1. An Ordinance authorizing and directing the payment of certain claims (Bills) for professional and other services; and declaring this to be an urgent measure.

Moved by A. Isaacson, seconded by J. Pasch, that Ordinance No. 2019-55 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by A. Isaacson, seconded by J. Pasch, that Ordinance No. 2019-55 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

LEGAL AND PERSONNEL COMMITTEE

1. An Ordinance amending Schedule F of the Administrative Salary Ordinance; and declaring this to be an urgent measure.

Moved by J. Pasch, seconded by J. Berns, that Ordinance No. 2019-58 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by J. Pasch, seconded by J. Berns, that Ordinance No. 2019-58 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

SAFETY AND PUBLIC HEALTH COMMITTEE

1. An Ordinance amending Section 147.10, "Provision of Emergency Medical Services, Fees and Charges," of the Codified Ordinances of the City of Beachwood, Ohio; and declaring this to be an urgent measure.

Mr. Synenberg recused himself from voting on this agenda item due to a conflict.

Moved by J. Berns, seconded by A. Isaacson, that Ordinance No. 2019-60 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	E. Synenberg
		MOTION ADOPTED-RULES SUSPENDED

Moved by J. Berns, seconded by A. Isaacson, that Ordinance No. 2019-60 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	E. Synenberg
		MOTION ADOPTED

SAFETY AND PUBLIC HEALTH COMMITTEE (CONTINUED)

1. An Ordinance amending Section 145.01(A), “Department Established; Personnel,” of the Codified Ordinances of the City of Beachwood, Ohio modifying the membership of the Police Department; and declaring this to be an urgent measure.

Moved by J. Taylor, seconded by J. Berns, that Ordinance No. 2019-61 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by J. Taylor, seconded by J. Berns, that Ordinance No. 2019-61 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Mr. Pasch introduced an item that is currently on Pending. That item is as follows, an Ordinance amending BCO Chapter 1111, Section 111.02, Subsection (l) Class U-7A Uses of the City of Beachwood, Ohio Planning and Zoning Code.

This item was referred to Council by the Planning and Zoning Commission and a Public Hearing needs to be set. That Public Hearing will be held on July 1, 2019.

Mr. Berns recused himself from voting on this item.

Moved by J. Pasch, seconded by E. Synenberg, that this item be referred to Public Hearing.

ROLL CALL	Yes:	A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

At this time, a Motion was made to go into Executive Session to discuss Pending Litigation.

Moved by B. Linick, seconded by J. Taylor, to commence Executive Session at 8:05 PM.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Back on the record at 9:12 PM and a Motion was made to adjourn the Executive Session

Moved by B. Linick, seconded by J. Berns, to adjourn Executive Session.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

ADJOURNMENT

Moved by J. Berns, seconded by J. Taylor, to adjourn the Regular Council Meeting at 9: 13 P.M. to the next regularly scheduled Council Meeting.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Approved:

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Clerk

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Mayor

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Pursuant to Ordinance Number 2017-107 Council has determined that the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission shall consist of the Audio Recording of the meetings together with a written synopsis of all agenda items and votes.

BEACHWOOD CITY COUNCIL MINUTES OF THE REGULAR COUNCIL MEETING HELD AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS, 25325 FAIRMOUNT BOULEVARD, ON MONDAY, MAY 20, 2019 AT 7:00 P.M.

The meeting was called to order at 7:03 P.M. by Council Vice President James Pasch.

Pledge of Allegiance led by Lisa Singh

ROLL CALL:	Present:	J. Berns, A. Isaacson B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	Absent:	B. Linick
	Also Present:	M. S. Horwitz, C. Arrietta, D. A. Calta, K. Carmen W. Griswold, L. Heiser, S. Lutz, T. Turick

MAYOR'S REPORTS

Mayor Horwitz complimented Karen Carmen and her Community Service Department on the successful run of the Little Mermaid.

Mayor Horwitz thanked everyone who participated in "Shred Day".

Mayor Horwitz stated that mulch was still available. The City if giving away 12 bags for free to residents.

Mayor Horwitz also announced the upcoming opening of the Beachwood Family Aquatic Center for the Summer season.

COUNCIL MEMBERS (NON-AGENDA ITEMS)

None.

DEPARTMENT DIRECTOR REPORTS

Mr. Heiser introduced Joseph Sandman. He will be interning with Mr. Heiser for the week.

CITIZEN'S REMARKS

Susie Loparo and Susan Levy
Ms. Loparo stated her address is 2820 Meldon Road

Ms. Loparo and Ms. Levy spoke about the high costs of bring family members in and also asked if Council would consider possibly creating a pass or discount for the Beachwood Family Aquatic Center for family members of residents that don't live in Beachwood.

Mike Burkons
2466 Richmond Road

Mr. Burkons also spoke about costs at the Beachwood Family Aquatic Center as well as the Traffic Engineering Study and the Richmond Road Improvements Project.

FINANCE AND INSURANCE COMMITTEE

1. An Ordinance authorizing and directing the payment of certain claims (Bills) for professional and other services; and declaring this to be an urgent measure.

Moved by E. Synenberg, seconded by A. Isaacson, that Ordinance No. 2019-62 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by E. Synenberg, seconded by A. Isaacson, that Ordinance No. 2019-62 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

2. 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.

Moved by A. Isaacson, seconded by B. B. Janovitz, that Ordinance No. 2019-63 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by A. Isaacson, seconded by B. B. Janovitz, that Ordinance No. 2019-63 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

FINANCE AND INSURANCE COMMITTEE (CONTINUED)

3. 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.

Moved by J. Taylor, seconded by A. Isaacson, that Ordinance No. 2019-64 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by J. Taylor, seconded by A. Isaacson, that Ordinance No. 2019-64 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

4. 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 Setion 131.03(a); and declaring this to be an urgent measure.

Moved by B. B. Janovitz, seconded by J. Taylor, that Ordinance No. 2019-65 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by B. B. Janovitz, seconded by J. Taylor, that Ordinance No. 2019-65 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

PLANNING AND ZONING COMMITTEE

1. 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.

Moved by J. Berns, seconded by E. Synenberg, that Ordinance No. 2019-66 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by J. Berns, seconded by E. Synenberg, that Ordinance No. 2019-66 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

PUBLIC WORKS COMMITTEE

1. 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.

Moved by E. Synenberg, seconded by J. Berns, that Ordinance No. 2019-67 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by E. Synenberg, seconded by J. Berns, that Ordinance No. 2019-67 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

PUBLIC WORKS COMMITTEE (CONTINUED)

2. 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.

Mr. Pasch recused himself from voting on this item. Mr. Pasch lives on Campus Road.

Moved by A. Isaacson, seconded by B. B. Janovitz, that Ordinance No. 2019-68 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	J. Pasch
		MOTION ADOPTED-RULES SUSPENDED

Moved by A. Isaacson, seconded by B. B. Janovitz, that Ordinance No. 2019-68 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	J. Pasch
		MOTION ADOPTED

3. 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.

Moved by J. Taylor, seconded by J. Berns, that Ordinance No. 2019-69 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by J. Taylor, seconded by J. Berns, that Ordinance No. 2019-69 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

PUBLIC WORKS COMMITTEE (CONTINUED)

4. 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.

Moved by A. Isaacson, seconded by J. Berns, that Ordinance No. 2019-70 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by A. Isaacson, seconded by J. Berns, that Ordinance No. 2019-70 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

SAFETY AND PUBLIC HEALTH COMMITTEE

1. 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.

Moved by A. Isaacson, seconded by J. Berns, that Ordinance No. 2019-59 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
	MOTION ADOPTED-RULES SUSPENDED	

Moved by A. Isaacson, seconded by J. Berns, that Ordinance No. 2019-59 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

ADJOURNMENT

Moved by J. Taylor, seconded by J. Berns, to adjourn the Regular Council Meeting at 7:25 P.M. to the next regularly scheduled Council Meeting.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Approved:

____
Clerk

____
Mayor

****

Pursuant to Ordinance Number 2017-107 Council has determined that the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission shall consist of the Audio Recording of the meetings together with a written synopsis of all agenda items and votes.

BEACHWOOD CITY COUNCIL MINUTES OF THE REGULAR COUNCIL MEETING HELD AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS, 25325 FAIRMOUNT BOULEVARD, ON MONDAY, JUNE 3, 2019 AT 7:00 P.M.

The meeting was called to order at 7:06 P.M. by Council President Brian Linick.

Pledge of Allegiance led by Briana, Luke, and Amanda Holtzman

ROLL CALL:	Present:	J. Berns, A. Isaacson B. B. Janovitz, B. Linick, J. Taylor
	Absent:	J. Pasch, E. Synenberg,
	Also Present:	M. S. Horwitz, C. Arrietta, K. Carmen W. Griswold, L. Heiser, S. Lutz, N. Supler, T. Turick

MAYOR'S REPORTS

Mayor Horwitz stated that Block Party season has begun and that the City now has a trailer for the Block Party Equipment. Contact person for Block Parties is Lynn Johnson.

Mayor Horwitz announced that starting on June 4, 2019, there would be a Pop-up Park at the old Fire Station. All are invited to attend, there will be a food truck. This park was set-up with money from NOACA.

Mayor Horwitz spoke about the ongoing construction on Cedar Road.

Mayor Horwitz spoke about the updated City of Beachwood webpage.

COUNCIL MEMBERS (NON-AGENDA ITEMS)

Mr. Isaacson spoke about Race for the Place. This event is a fundraiser for The Gathering Place. Mr. Isaacson thanked the Police and Fire Services for their work on this event.

Mr. Berns acknowledged the Fire Fighters and Police Officers that attended tonight's meeting. Mr. Berns also introduced Chief Frazier from Pepper Pike and recognized former Fire Chief Patrick Kearns.

DEPARTMENT DIRECTOR REPORTS

None.

COMMITTEE OF THE WHOLE

1. An Ordinance confirming the Appointment of Steven M. Holtzman as Chief of the Department of Fire and Rescue for the City of Beachwood, Ohio; and declaring this to be an urgent measure.

Moved by B. Linick, seconded by J. Berns, that Ordinance No. 2019-72 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson B. B. Janovitz, B. Linick, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by B. Linick, seconded by J. Berns, that Ordinance No. 2019-72 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson B. B. Janovitz, B. Linick, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

OATH OF OFFICE

Oath of Office administered by Mayor Martin S. Horwitz to Chief Steven M. Holtzman.

CITIZEN'S REMARKS

Mike Burkons
2466 Richmond Road

Mr. Burkons spoke about the Tax Amendment that is on tonight's agenda.

Michelle Levin Long
22644 Halburton Road

Ms. Long spoke also spoke about the Tax Amendment that is on tonight's agenda.

FINANCE AND INSURANCE COMMITTEE

1. An Ordinance authorizing and directing the payment of certain claims (Bills) for professional and other services; and declaring this to be an urgent measure.

Moved by J. Taylor, seconded by A. Isaacson, that Ordinance No. 2019-71 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson B. B. Janovitz, B. Linick, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by J. Taylor, seconded by A. Isaacson, that Ordinance No. 2019-71 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson B. B. Janovitz, B. Linick, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

2. An Ordinance adopting the 2019 Alternative Tax Budget of the City of Beachwood for the Fiscal Year 2020; and declaring this to be an urgent measure.

Moved by A. Isaacson, seconded by B. B. Janovitz, that Ordinance No. 2019-73 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson B. B. Janovitz, B. Linick, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by A. Isaacson, seconded by B. B. Janovitz, that Ordinance No. 2019-73 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson B. B. Janovitz, B. Linick, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

PUBLIC WORKS COMMITTEE

1. An Ordinance accepting a certain bid from Ronyak Paving, Inc. for the George Zeiger Drive Resurfacing Project; and declaring this to be an urgent measure.

Moved by B. B. Janovitz, seconded by J. Berns, that Ordinance No. 2019-74 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson B. B. Janovitz, B. Linick, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by B. B. Janovitz, seconded by J. Berns, that Ordinance No. 2019-74 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson B. B. Janovitz, B. Linick, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

ADJOURNMENT

Moved by J. Taylor, seconded by J. Berns, to adjourn the Regular Council Meeting at 7:35 P.M. to the next regularly scheduled Council Meeting.

ROLL CALL	Yes:	J. Berns, A. Isaacson B. B. Janovitz, B. Linick, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Approved: ______________________________________

Clerk

____

Mayor

****

Pursuant to Ordinance Number 2017-107 Council has determined that the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission shall consist of the Audio Recording of the meetings together with a written synopsis of all agenda items and votes.

INTRODUCED BY: ORDINANCE NO. 2019-75

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	**July 1, 2019**	**$33,301.98**
Atwell's Police & Fire Equipment	Tactical Gear	$3,971.50
G. Gifford Dyer	Plan Review Services	$1,064.62
GPD Group	Engineering Services	$18,322.75
Paul Kowalczyk	Plan Review Services	$187.86
Ohio Fire Chiefs' Association	Fire Department Exams	$6,020.00
Tactical Planning	Professional Services	$2,357.50
Michael Wildermuth	Plan Review Services	$1,377.75

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 1st day of July, 2019, and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 2nd day of July, 2019 and filed it with the Clerk.

Mayor

Printed: 4/29/2019 6:24:02 PM
Store: 1

Sales Receipt #HELD

4/29/2019
Cashier: Dan
Page 1

REPRINTED

Atwell's Police and Fire Equipment

207 Chestnut Street
Painesville, Ohio, 44077
Toll Free- 800-362-1361
Fax-4403540812

Bill To: Beachwood - City of
Beachwood - City of
P.O. Box 22659
Beachwood, OH 44122

Item Name	Item Description	Attribute	Size	Qty	Price	Ext Price
SBA-SM02-3	SUMMIT LEVEL IIIA PANEL SET			1	$658.00	$658.00
M1 INTERNAL VEST CARRIER	M1 Internal Vest Carrier			1	$70.50	$70.50
IMPAC-HT 7X9	IMPAC-HT SPECIAL THREAT PLATE 7X9			1	$65.80	$65.80

	Subtotal:	$794.30
Exempt	0 % Tax:	+ $0.00
	RECEIPT TOTAL:	**$794.30**

Vest for CJ Piro

Quote ...

Thanks for shopping with us!

HELD

Printed: 5/7/2019 3:59:21 PM
Store: 1

Sales Receipt #HELD

5/7/2019
Cashier: Dan
Page 1

REPRINTED

Atwell's Police and Fire Equipment

207 Chestnut Street
Painesville, Ohio, 44077
Toll Free- 800-362-1361
Fax-4403540812

Bill To: Beachwood - City of
Beachwood - City of
P.O. Box 22659
Beachwood, OH 44122

Item Name	Item Description	Attribute	Size	Qty	Price	Ext Price
SBA-SM02-3	SUMMIT LEVEL IIIA PANEL SET			2	$658.00	$1,316.00
M1 INTERNAL VEST CARRIER	M1 Internal Vest Carrier			2	$70.50	$141.00
IMPAC-HT 7X9	IMPAC-HT SPECIAL THREAT PLATE 7X9			2	$65.80	$131.60

Subtotal: $1,588.60
Exempt 0 % Tax: + $0.00
RECEIPT TOTAL: $1,588.60

Quote on Vests for Anderson & Owens

Pricing per state term schedule #RS901918

Thanks for shopping with us!

HELD

Sales Receipt #HELD
4/23/2019
Cashier: Dan

REPRINTED

Atwell's Police and Fire Equipment

207 Chestnut Street
Painesville, Ohio, 44077
Toll Free- 800-362-1361
Fax-4403540812

Bill To: Beachwood - City of
Beachwood - City of
P.O. Box 22659
Beachwood, OH 44122

Item Name	Item Description	Attribute	Size	Qty	Price	Ext Price
SBA-SM02-3A	SUMMIT SMO2 LEVEL IIIA FRONT & BACK BALLISTIC PANELS			2	$658.00	$1,316.00
M1 INTERNAL VEST CARRIER	M1 Internal Vest Carrier			2	$70.50	$141.00
IMPAC-HT 7X9	IMPAC-HT SPECIAL THREAT PLATE 7X9			2	$65.80	$131.60

	Subtotal:	$1,588.60
Exempt	0 % Tax:	+ $0.00
	RECEIPT TOTAL:	**$1,588.60**

Vests for Appell and Finucan

Thanks for shopping with us!

HELD

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

May 31, 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 May 2019	$1,064.62
(Cost breakdown sheet attached)	
Total amount due	$1,064.62

Thank You,

G. Gifford Dyer

G. Gifford Dyer

APPROVED FOR PAYMENT
BY: Willie Griswold
DATE: 6/5/19
P/O:

G. GIFFORD DYER-ARCHITECT

BEACHWOOD PLAN REVIEW

Month MAY, 2019

GG Dyer Job No.	Beachwood PR No.	Job Name--	Time	Charge
CB 19-07	2019-32609	TENANT BUILD-OUT - DRY GOODS BEACHWOOD PLACE MALL #1160 26300 CEDAR ROAD	2 HR	# 167.00
CB 19-11	2019-32855	CHEMICAL BANK 3900 PARK EAST #300	1 HR	# 83.50
CB 19-09	2019-32814	MORI JAPAN BEACHWOOD PLACE MALL - FC-6 26300 CEDAR ROAD	1 3/4 HR	# 146.12
CB 19-14	2019-32920	PWC GROUP 3900 PARK EAST DRIVE	1 1/2 HR	# 125.25
CB 18-03	2018-28784	GREEN ROAD SYNAGOGUE 2437 GREEN ROAD	1/4 HR	# 20.88
CB 19-06	2019-32471	ADDITIONS & ALTERATIONS BALANCE SOLUTIONS 23175 COMMERCE PARK	1/4 HR	# 20.88
CB 19-13	2019-32929	MADISON TITLE 25825 SCIENCE PARK DRIVE #100	1/4 HR	# 20.88
CB 19-16	2019-33633	TEMPORARY STAGE & PLATFORM TRUSS TOWER BEACHWOOD PLACE MALL 26300 CEDAR ROAD	5 3/4 HR	# 480.11
		TOTAL	12 3/4 HR	# 1,064.62

Summary of Engineering Invoices

July 1, 2019 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2019 ENCUMBRANCES	2018 ENCUMBRANCES	2017 ENCUMBRANCES
2019119.05-2	5/10/2019	$7,597.00	$0.00	$7,597.00	Capital			X		
2018119.13-12	5/10/2019	$5,083.00	$0.00	$5,083.00	Capital				X	
2018119.18-7	5/10/2019	$3,466.50	$0.00	$3,466.50	Capital				X	
2019120.01-4	5/10/2019	$321.00	$0.00	$321.00	General			X		
2019119.06-1	5/10/2019	$181.00	$0.00	$181.00	Deposits	Dominion		X		
2019120.15-1	5/10/2019	$214.00	$0.00	$214.00	Deposits	Mastec North America		X		
2019120.16-1	5/10/2019	$160.50	$0.00	$160.50	Deposits	Mastec North America		X		
2019120.04-2	5/10/2019	$107.00	$0.00	$107.00	Deposits	Dominion		X		
2019120.10-1	5/10/2019	$445.00	$0.00	$445.00	Deposits	JVJ Credit Bill Payment		X		
2019120.11-1	5/10/2019	$321.00	$0.00	$321.00	Deposits	Goddard School		X		
2019120.14-1	5/10/2019	$107.00	$0.00	$107.00	Deposits	Pattie Group Inc.		X		
2019120.13-1	5/10/2019	$107.00	$0.00	$107.00	Deposits	Gary Zillan		X		
2017120.21-22	5/10/2019	$46.25	$0.00	$46.25	Deposits	Jubilee Healthcare		X		
2017120.09-22	5/10/2019	$92.50	$0.00	$92.50	Deposits	Edward Rose		X		
2017120.06-17	5/10/2019	$74.00	$0.00	$74.00	Deposits	Brickhaus Beachwood		X		

Total To Pay	**$18,322.75**

Total Capital Fund	**$16,146.50**
Total General Fund	**$321.00**
Total Deposits	**$1,855.25**
Total Street Const. Mant.	**$0.00**
Less: Billable Charges	**($1,855.25)**
Net Paid by City:	**$16,467.50**

GPD GROUP®

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

#2017-25892
Brickhaus Beachwood

May 10, 2019
Invoice No: 2017120.06 - 17

Invoice Total	**$74.00**

Project 2017120.06 Beachwood - P&Z 2017-3 Brickhaus Partners Site Plan
Contract
Building Dept.

*****Final Inspection*****
Professional Services from March 30, 2019 to April 26, 2019

Task 200 Inspection
Professional Personnel

	Hours	Rate	Amount	
Inspector Coordinator				
Hollo, Gary	1.00	74.00	74.00	
Totals	1.00		74.00	
Total Labor				**74.00**
			Total this Task	**$74.00**
			Total this Invoice	**$74.00**

Billings to Date

	Current	Prior	Total
Labor	74.00	10,778.00	10,852.00
Expense	0.00	87.40	87.40
Totals	**74.00**	**10,865.40**	**10,939.40**

APPROVED FOR PAYMENT
BY: WG
DATE: 5-17-19
~~PO~~: 783-000-53130

Net 30 days.

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Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

Edward Rose Dev
2017-26594

May 10, 2019
Invoice No: 2017120.09 - 22

Invoice Total	**$92.50**

Project 2017120.09 Beachwood - Rose Senior Living

Building Dept.

Professional Services from March 30, 2019 to April 26, 2019

Task 200 Inspection - SWPPP

Professional Personnel

	Hours	Rate	Amount	
Design Engineer				
Kotecki, Kyle	1.00	92.50	92.50	
Totals	1.00		92.50	
Total Labor				**92.50**
		Total this Task		**$92.50**
		Total this Invoice		**$92.50**

Outstanding Invoices

Number	Date	Balance
21	4/12/2019	138.75
Total		**138.75**

Billings to Date

	Current	Prior	Total
Labor	92.50	14,166.75	14,259.25
Totals	**92.50**	**14,166.75**	**14,259.25**

APPROVED FOR PAYMENT
BY: W7
DATE: 5-17-19
783-000-53130

Net 30 days.

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Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

Jubilee Healthcare LLC
#2017-26580

May 10, 2019
Invoice No: 2017120.21 - 22

Invoice Total **$46.25**

Project 2017120.21 Beachwood-Encore Medical P&Z 2017-10
Contract
Building Dept.
Professional Services from March 30, 2019 to April 26, 2019

Task 200 Inspection - SWPPP
Deposit Number 2017-26580
Professional Personnel

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

Outstanding Invoices

Number	Date	Balance
20	4/12/2019	107.00
21	4/12/2019	46.25
Total		**153.25**

Billings to Date

	Current	Prior	Total
Labor	46.25	20,961.75	21,008.00
Totals	**46.25**	**20,961.75**	**21,008.00**

APPROVED FOR PAYMENT
BY: WG
DATE: 5-17-19
~~PO~~: 783-000-53130

Net 30 days.

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INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

GPD GROUP®

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

APPROVED FOR PAYMENT
BY: [signature]
DATE: 5-17-19
P/O: 2018-02931

May 10, 2019
Invoice No: 2018119.18 - 7

Invoice Total	**$3,466.50**

Project 2018119.18 Beachwood - Halburton Phase 2

Service Dept.
P.O.#2018-02931 $105,000.00
Professional Services from March 30, 2019 to April 26, 2019

Task 100 Design

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Allison, Tyshanee	4.00	107.00	428.00	
Ciuni, Joseph	11.00	107.00	1,177.00	
Fini, Nicholas	11.00	107.00	1,177.00	
Design Engineer				
Kotecki, Kyle	2.00	92.50	185.00	
Stonitsch, Erik	3.00	92.50	277.50	
Totals	31.00		3,244.50	
Total Labor				**3,244.50**
		Total this Task		**$3,244.50**

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount	
Inspector Coordinator				
Hollo, Gary	3.00	74.00	222.00	
Totals	3.00		222.00	
Total Labor				**222.00**
		Total this Task		**$222.00**
		Total this Invoice		**$3,466.50**

Outstanding Invoices

Number	**Date**	**Balance**
6	4/12/2019	4,273.50
Total		**4,273.50**

Net 30 days.

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

Billings to Date

	Current	Prior	Total
Labor	3,466.50	36,666.25	40,132.75
Totals	**3,466.50**	**36,666.25**	**40,132.75**

GPD GROUP®

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

APPROVED FOR PAYMENT
BY: C Ciuni
DATE: 5-17-19
P/O: 2019-01041

May 10, 2019
Invoice No: 2018119.19 - 12

Invoice Total **$5,083.00**

AA

Project 2018119.19 Beachwood - Campus Road Waterline Replacement and Resurfacing

Service Dept.

Professional Services from March 30, 2019 to April 26, 2019

Task 120 Design - Resurfacing

P.O.#2018-02923

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	11.00	107.00	1,177.00	
Fini, Nicholas	19.50	107.00	2,086.50	
Fini, Nicholas	3.00	107.00	321.00	
Bid document completion.				
Senior Designer				
Weissberg, Carl	19.00	77.00	1,463.00	
CAD Drafter				
Fox, Jamie	.50	71.00	35.50	
Totals	53.00		5,083.00	
Total Labor				**5,083.00**
			Total this Task	**$5,083.00**

Billings to Date

	Current	Prior	Total
Labor	5,083.00	3,774.00	8,857.00
Totals	**5,083.00**	**3,774.00**	**8,857.00**

Total this Invoice **$5,083.00**

Outstanding Invoices

Number	Date	Balance
10	4/12/2019	1,111.74
11	4/12/2019	2,279.00
Total		**3,390.74**

Net 30 days.

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Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

APPROVED FOR PAYMENT
BY: C Ciunite
DATE: 5-17-19
P/O: 2019-00989

May 10, 2019
Invoice No: 2019119.05 - 2

Invoice Total	**$7,597.00**

AA

Project 2019119.05 Beachwood - George Zeiger Drive - Resurfacing
Service Dept.
Professional Services from March 30, 2019 to April 26, 2019

Task 100 Design

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	10.50	107.00	1,123.50	
Fini, Nicholas	22.00	107.00	2,354.00	
Senior Designer				
Weissberg, Carl	9.00	77.00	693.00	
Woycitzky, Robert	44.50	77.00	3,426.50	
Totals	86.00		7,597.00	
Total Labor				**7,597.00**

Total this Task **$7,597.00**

Billings to Date

	Current	Prior	Total
Labor	7,597.00	1,109.00	8,706.00
Totals	**7,597.00**	**1,109.00**	**8,706.00**

/m

Total this Invoice **$7,597.00**

Outstanding Invoices

Number	Date	Balance
1	4/12/2019	1,109.00
Total		**1,109.00**

Billings to Date

	Current	Prior	Total
Labor	7,597.00	1,109.00	8,706.00
Totals	**7,597.00**	**1,109.00**	**8,706.00**

Net 30 days.

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Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

Bill
Dominion Project
#19783001

May 10, 2019
Invoice No: 2019119.06 - 1

Invoice Total	**$181.00**

AH

Project 2019119.06 Beachwood - Dominion - Fairmount / Brentwood PIR 2716
Service Dept.
Professional Services from March 30, 2019 to April 26, 2019

Task 100 Plan Review / Meetings
Professional Personnel

		Hours	Rate	Amount	
Project Manager					
Ciuni, Joseph	4/23/2019	1.00	107.00	107.00	
Inspector Coordinator					
Hollo, Gary	4/3/2019	1.00	74.00	74.00	
Totals		2.00		181.00	
Total Labor					**181.00**
			Total this Task		**$181.00**

Billings to Date

	Current	Prior	Total
Labor	181.00	0.00	181.00
Totals	**181.00**	**0.00**	**181.00**

Total this Invoice **$181.00**

//R

Billings to Date

	Current	Prior	Total
Labor	181.00	0.00	181.00
Totals	**181.00**	**0.00**	**181.00**

C. Ciurlette
5-22-18

Net 30 days.

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520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

APPROVED FOR PAYMENT
BY: WG
DATE: 5-17-19
P/O: 2019-00102

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

May 10, 2019
Invoice No: 2019120.01 - 4

Invoice Total	**$321.00**

Project 2019120.01 Beachwood - General Engineering

Building Dept.
P.O.#2019-00102

Professional Services from March 30, 2019 to April 26, 2019

Task 100 General Meeting Attendance

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	1.00	107.00	107.00	
P&Z Mtg.				
Totals	1.00		107.00	
Total Labor				**107.00**
			Total this Task	**$107.00**

Billings to Date

	Current	Prior	Total
Labor	107.00	214.00	321.00
Totals	**107.00**	**214.00**	**321.00**

Task 200 General Plan Review

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	2.00	107.00	214.00	
2400 Halcyon Water tap and 23980 Mercantile dominion permit.				
Totals	2.00		214.00	
Total Labor				**214.00**
			Total this Task	**$214.00**

Billings to Date

	Current	Prior	Total
Labor	214.00	107.00	321.00
Totals	**214.00**	**107.00**	**321.00**

Net 30 days.

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

Total this Invoice **$321.00**

Outstanding Invoices

Number	Date	Balance
3	4/12/2019	107.00
Total		**107.00**

Billings to Date

	Current	Prior	Total
Labor	321.00	321.00	642.00
Totals	**321.00**	**321.00**	**642.00**

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(330) 572-2100

Invoice

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

Memo
Dominion
SDP 2019-7

May 10, 2019
Invoice No: 2019120.04 - 2

Invoice Total	**$107.00**

Project 2019120.04 Beachwood - Dominion - Fairmount Condos
Building Dept.
Professional Services from March 30, 2019 to April 26, 2019

Task 100 Plan Review
Professional Personnel

		Hours	**Rate**	**Amount**	
Project Manager					
Ciuni, Joseph	4/15/2019	1.00	107.00	107.00	
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	107.00	214.00
Totals	**107.00**	**107.00**	**214.00**

APPROVED FOR PAYMENT
BY: WG
DATE: 5-17-19
783-000-53130

Net 30 days.

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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

Memo ~~2019-8~~ JVS Central Bill Paym #1993108

May 10, 2019
Invoice No: 2019120.10 - 1

Invoice Total	**$445.00**

Project 2019120.10 Beachwood - Chagrin Highlands West - Lot Split
Building Dept.
Professional Services from March 30, 2019 to April 26, 2019

Task 100 Plan Review
Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	2.00	107.00	214.00	
Senior Designer				
Tomic, Paul	3.00	77.00	231.00	
Totals	5.00		445.00	
Total Labor				**445.00**
		Total this Task		**$445.00**
		Total this Invoice		**$445.00**

Billings to Date

	Current	Prior	Total
Labor	445.00	0.00	445.00
Totals	**445.00**	**0.00**	**445.00**

APPROVED FOR PAYMENT
BY: WG
DATE: 5-17-19
~~PO~~: 783-000-53130

Net 30 days.

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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

Memo
~~[illegible]~~
19931 // Goddard School

May 10, 2019
Invoice No: 2019120.11 - 1

Invoice Total	**$321.00**

Project 2019120.11 Beachwood - The Goddard School
Building Dept.
Professional Services from March 30, 2019 to April 26, 2019

Task 100 Plan Review
Professional Personnel

	Hours	**Rate**	**Amount**	
Project Manager				
Ciuni, Joseph	3.00	107.00	321.00	
Totals	3.00		321.00	
Total Labor				**321.00**

Total this Task **$321.00**

Total this Invoice **$321.00** √ m

Billings to Date

	Current	**Prior**	**Total**
Labor	321.00	0.00	321.00
Totals	**321.00**	**0.00**	**321.00**

APPROVED FOR PAYMENT
BY: LWG
DATE: 5-17-19
~~PO~~: 783-000-53130

Net 30 days.

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Invoice

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

2019-33273
Gary Zillar

May 10, 2019
Invoice No: 2019120.13 - 1

Invoice Total	**$107.00**

Project 2019120.13 Beachwood-23850 Adult Day Care-Fire Line

Building Dept.

Professional Services from March 30, 2019 to April 26, 2019

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	1.00	107.00	107.00	
Totals	1.00		107.00	
Total Labor				**107.00**
		Total this Task		**$107.00**
		Total this Invoice		**$107.00**

JM

Billings to Date

	Current	Prior	Total
Labor	107.00	0.00	107.00
Totals	**107.00**	**0.00**	**107.00**

APPROVED FOR PAYMENT
BY:
DATE: 5-17-19
P.O.: 783-000-53130

Net 30 days.

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Architects - Engineers - Planners
520 South Main Street Suite 2531
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(330) 572-2100

Invoice

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

2019-33204
The Pattie Group, Inc

May 10, 2019
Invoice No: 2019120.14 - 1

Invoice Total **$107.00**

Project 2019120.14 Bechwood - 25124 Margot Court - Drain Tiles

Building Dept.

Professional Services from March 30, 2019 to April 26, 2019

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	1.00	107.00	107.00	
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	0.00	107.00
Totals	**107.00**	**0.00**	**107.00**

APPROVED FOR PAYMENT
BY: WG
DATE: 5-17-19
~~PO~~: 783-000-53130

Net 30 days.

GPD GROUP®

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

May 10, 2019
Invoice No: 2019120.15 - 1

Memo
SDP 2019-15
Mastec North America

Invoice Total **$214.00**

Project 2019120.15 Beachwood - 25705 Chagrin - MCI Metro Installation

Building Dept.

Professional Services from March 30, 2019 to April 26, 2019

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	2.00	107.00	214.00	
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	0.00	214.00
Totals	**214.00**	**0.00**	**214.00**

APPROVED FOR PAYMENT
BY: WH
DATE: 5-17-19
783-600-53130

Net 30 days.

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Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

Memo
~~2019-15~~
SUP 2019-15
Mastec North America

May 10, 2019
Invoice No: 2019120.16 - 1

Invoice Total	**$160.50**

Project 2019120.16 Beachwood - 3999 Richmond - MCI Metro Installation

Building Dept.

Professional Services from March 30, 2019 to April 26, 2019

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	1.50	107.00	160.50	
Totals	1.50		160.50	
Total Labor				**160.50**
			Total this Task	**$160.50**
			Total this Invoice	**$160.50**

Billings to Date

	Current	Prior	Total
Labor	160.50	0.00	160.50
Totals	**160.50**	**0.00**	**160.50**

APPROVED FOR PAYMENT
BY: WG
DATE: 5-17-19
#: 783-000-53130

Net 30 days.

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

June 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 May 2019 $187.86
(See attached sheet for breakdown)

Total amount due
One Hundred Eighty-Seven Dollars and Eighty-Six Cents $187.86

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

Paul Kowalczyk, MPE #798

W Ml Grul
6/5/19

City of Beachwood
Plan Examination Services
May 2019 Invoice

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2019-32549	BW19-40.1 5/2/19	Beachwood Adult Daycare 23850 Commerce Park Fire Alarm System – **2nd submission**	45 min.	$62.61
2019-32573	BW19-10.1 5/21/19	Insight2Profit 3333 Richmond Road, 2nd Floor Interior Alterations - **Revisions**	30 min.	$41.75
2018-30761	BW19-34.1 5/22/19	Beachwood Deville Apartments (North) 23351 Chagrin Blvd. Fire Alarm System alterations – **2nd submission**	30 min.	$41.75
2018-30761	BW19-33.1 5/22/19	Beachwood Deville Apartments (South) 23305 Chagrin Blvd. Fire Alarm System alterations – **2nd submission**	30 min.	$41.75
Total:				**$187.86**

Paul Kowalczyk, MPE #798

Ohio Fire Chiefs' Association
450 West Wilson Bridge Road; Suite 150
Worthington, OH 43085

INVOICE

Invoice #:	**6041**
Date:	06/03/2019
Charges:	$ 6,020.00
Payments:	$ 0.00

Balance: **$ 6,020.00**

Whitney Crook
City of Beachwood
2265 Richmond Rd.
Beachwood, OH 44122

Charges

06/03/2019 - Beachwood Captain Written Test	$1500.00
06/03/2019 - Candidates - (6 @ $20.00)	$120.00
06/03/2019 - Department Questions - (14 @ $5.00)	$70.00
06/03/2019 - Beachwood Lieutenant Written Test	$1500.00
06/03/2019 - Candidates - (8 @ $20.00)	$160.00
06/03/2019 - Department Questions - (10 @ $5.00)	$50.00
06/03/2019 - Beachwood Entrance Written Test	$1500.00
06/03/2019 - Candidates - (56 @ $20.00)	$1120.00
Total:	**$ 6,020.00**

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

May 21, 2019

FED ID # 46-3453684

P.O. # **2018-03082**

INV # BW-1927

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

Code Review with B. Linick and D. Calta (5/13/19 & 5/20/19)				
G. Smerigan	2.5 Hours	@	$115.00 / hour	$287.50
Coordination Re: Visuals for Code Presentation				
G. Smerigan	0.5 Hours	@	$115.00 / hour	$57.50

TOTAL DUE THIS INVOICE **$345.00**

Thank you,

George Smerigan
Member

APPROVED FOR PAYMENT
BY: Will Griswold
DATE: 5-29-19
P/O: 19-01165

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

May 21, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1928

For professional services rendered as follows:

ARB Meetings (4/15/19 & 5/20/19)				
G. Smerigan	2.0 Hours	@	$115.00 / hour	$230.00
City Council Meeting (5/20/19)				
G. Smerigan	1.0 Hours	@	$115.00 / hour	$115.00

TOTAL DUE THIS INVOICE **$345.00**

Thank you,

George Smerigan
Managing Member

APPROVED FOR PAYMENT
BY: Willa Gregory
DATE: 5/29/19
P/O: 19-00131

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

Memo
#1993113
Brickhas Beachwood

June 1, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1929

For professional services rendered with regard to plan reviews and report preparation for the **May 30, 2019 Planning and Zoning Commission Meeting** as follows:

P&Z 2019-13	**Brickhaus Beachwood, Inc.**			
G. Smerigan	1.5 Hours	@	$115.00 / hour	$172.50

TOTAL DUE THIS INVOICE **$172.50**

APPROVED FOR PAYMENT
BY: Will Griswold
DATE: 6/5/19
P/O:

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

P.O. # 2014-00196

Memo
#1993115
APK Construction & Roofing

June 1, 2019

FED ID # 46-3453684

INV # BW-1930

For professional services rendered with regard to plan reviews and report preparation for the **May 30, 2019 Planning and Zoning Commission Meeting** as follows:

P&Z 2019-14 &
P&Z 2019-15 **APK Construction & Roofing Co. / Renee Lieberman**

G. Smerigan	2.0 Hours	@	$115.00 / hour	$230.00

TOTAL DUE THIS INVOICE **$230.00**

...ED FOR PAYMENT
William Griswold
DATE: 6/10/19
P/O:

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

Memo
#199316
Dana L. Darvin

June 1, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1931

For professional services rendered with regard to plan reviews and report preparation for the **May 30, 2019 Planning and Zoning Commission Meeting** as follows:

P&Z 2019-16	Howard Darvin			
G. Smerigan	2.0 Hours	@	$115.00 / hour	$230.00

TOTAL DUE THIS INVOICE **$230.00**

APPROVED FOR PAYMENT
Will Griswold
DATE: 6/10/19
P/O:

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

Memo
#1993118
LWB Design LLC

June 1, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1932

For professional services rendered with regard to plan reviews and report preparation for the **May 30, 2019 Planning and Zoning Commission Meeting** as follows:

P&Z 2019-18	**LWB Design, LLC / Walnut Ridge Strategic Management Co.**			
G. Smerigan	2.0 Hours	@	$115.00 / hour	$230.00

TOTAL DUE THIS INVOICE **$230.00**

APPROVED FOR PAYMENT
BY: Willa Griswold
DATE: 6/10/19
P/O:

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

June 5, 2019

FED ID # 46-3453684

P.O. # **2018-03082**

INV # BW-1933

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

Prepared Draft with Substantive Changes Per Work Sessions

G. Smerigan	7.0 Hours	@	$115.00 / hour	$805.00

TOTAL DUE THIS INVOICE **$805.00**

Willa Grisnold
6/6/19

Thank you,

George Smerigan
Member

MHW
MICHAEL H. WILDERMUTH, AIA, ARCHITECT

May `12, 2019

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

Re: Building Department
Plan Review Services for May 2019

Invoice for professional services rendered for the review of plans for compliance with the Ohio Building Code.

Plan Review for the month of May 2019.. $ 1043.75
Cost Breakdown Sheet Attached

Total amount due... $ 1043.75

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

Willi Grisnold
6/13/19

38255 RIDGE ROAD WILLOUGHBY, OHIO 44094 440-946-1061/ C 440-749-1877
mhwildermuth@oh.rr.com

June 12, 2019

MHW

MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

		May 2019		
MHW Job No.	Beachwood Receipt No.	Job Name	Time	
CB19-06-02 REV 1 5-5-19	2019-32644	Shaker Fire Sprinklers 3201 Enterprise Fire Sprinkler System -REV 1	1.0 H	$83.50
CB19-07-01 5-6-19	2019-33324	Hello Bistro Patio 2101 Richmond	3.0 H	$250.50
CB19-08-01 5/13/19	2019-33456	Paladina Health 29700 Science Park	3.0 H	$250.50
CB1908-02 5/26/19	2019-33456	Paladina Health REV 1 29700 Science Park	1.5 H	$125.25
CB1909-FA 5/19/19	2019-33516	3401 Enterprise Place Suite 220 Fire Alarm	2.0 H	$167.00
CB1910-FP	2019-32795	Menorah Park Marcus 2 S 27100 Cedar Fire Sprinkler	2.0 H	$167.00
		Total	**12.5 H**	**$1043.75**

MHW
MICHAEL H. WILDERMUTH, AIA, ARCHITECT

May 09, 2019

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

Re: Building Department
Plan Review Services for March/April 2019

Invoice for professional services rendered for the review of plans for compliance with the Ohio Building Code.

Plan Review for the month of April / May 2019.. $ 334,00
Cost Breakdown Sheet Attached

Total amount due.. $ 334,00

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

Will Grund
5/20/19

38255 RIDGE ROAD WILLOUGHBY, OHIO 44094 440-946-1061/ C 440-749-1877
mhwildermuth@oh.rr.com

May 9, 2019

MHW

MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

		April /May 2019		
MHW Job No.	Beachwood Receipt No.	Job Name	Time	
CB19-04-02 4-22-19	2019-32844	ORG 3201 Enterprise Fitness Center Alterations	2.0 H	$167.00
CB19-06-01 5-6-19	2019-32644	Shaker Fire Sprinklers 3201 Enterprise Fire Sprinkler System	2.0 H	$167.00
		Total	**4.00 H**	**$334.00**

INTRODUCED BY: RESOLUTION NO. 2019-1

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH NOPEC, INC., THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (“NOPEC”) FOR AN ENERGIZED COMMUNITY GRANT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood, Ohio is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for a NOPEC Energized Community Grant for 2019 (“NEC Grant”) as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City of Beachwood, Ohio has recommended entering into the Grant Agreement.

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

Section 1: The Mayor is authorized to enter into and execute any necessary agreements for the 2019 Energized Community Grant.

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 Resolution is declared to be 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 the grant funds may be obtained immediately; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Resolution 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 1st day of July, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 2nd day of July, 2019.

____
Clerk

Approval: I have approved this legislation this 2nd day of July, 2019, and filed it with the Clerk.

____
Mayor

January 18, 2019

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

Dear Mayor Horwitz:

Congratulations! Beachwood is receiving a NOPEC Energized Community (NEC) grant of $46,774.00 for 2019. NOPEC* and NextEra value your community's membership and are awarding this grant to help your community achieve even greater savings. The NEC grants are offered to help you implement energy efficiency or energy infrastructure projects that will benefit your community for years to come.

The NEC grant program features multiple options and greater flexibility for your community to get the greatest benefit from your grant, while reducing the paperwork required. Funds can be used for community-owned facilities, for residents, for businesses, or escrowed for a future year's project. We're including examples of eligible activities, but this list is not all-inclusive.

We're excited to be able to offer the grant program again this year and we've designed it to make the whole process as streamlined as possible. All NEC grant program information and materials will be available online. There's no need for you to mail any documents with this grant program! Later this month, you'll receive an e-mail with detailed instructions on how to access this information and get started on completing the 2019 grant process.

Our staff is available to help at any point during the process. NOPEC's Loan and Grant Associate, Jessica Chiano, is managing the NEC grant program. Feel free to contact her by email at grants@nopec.org or by phone at 440-249-7072 if you have questions. Your Relationship Manager, Nicole Sweet, is also available to help you with your questions. We look forward to receiving your application!!

Sincerely,

Charles W. Keiper II

Chuck Keiper
Executive Director

cc: Larry Heiser, Finance Director

*The NEC grant program is funded and administered by NOPEC, Inc., an affiliate of the Northeast Ohio Public Energy Council (NOPEC).

31360 Solon Road, Suite 33 Solon, OH 44139 440.248.1992 FAX 440.248.1986 www.nopec.org

INTRODUCED BY: J. Taylor

RESOLUTION NO. 2018-3

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH NOPEC, INC., THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL ("NOPEC") FOR AN ENERGIZED COMMUNITY GRANT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood, Ohio is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for a NOPEC Energized Community Grant for 2018 ("NEC Grant") and provided for in the NEC Grant Program guidelines; and

WHEREAS, NOPEC, Inc. has made available to the City of Beachwood a grant for 2018 pursuant to the terms set forth in the Grant Agreement attached to this Resolution and to authorize the Mayor to execute the Grant Agreement with NOPEC, Inc.; and

WHEREAS, the City of Beachwood, Ohio has recommended entering into the Grant Agreement.

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

<u>Section 1</u>: That the Mayor is authorized to enter into and execute the NOPEC Energized Community Grant Agreement for 2018, in substantially similar form as the agreement attached hereto and incorporated herein as "Exhibit A".

<u>Section 2:</u> 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.

<u>Section 3:</u> This ordinance is declared to be 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 the grant funds may be obtained immediately.

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 7th day of May, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 8th day of May, 2018.

Whitney M. Crook

Clerk

Approval: I have approved this legislation this 8th day of May, 2018, and filed it with the Clerk.

Mayor

NOPEC, Inc.

NOPEC ENERGIZED COMMUNITY GRANT

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("NOPEC"), and _________________, ____________ County, Ohio ("Grantee"; NOPEC and Grantee, the "Parties") regarding a grant by NOPEC to Grantee to be used primarily for energy efficiency or energy infrastructure projects in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds**. NOPEC hereby grants a NOPEC Energized Community Grant ("NEC Grant") to Grantee in the amount calculated by NOPEC based on the number of natural gas and/or electric accounts served by NOPEC in Grantee in accordance with NOPEC Policy in the amount determined by NOPEC ("Funds"), for the purposes set forth in Grantee's Grant Application, as amended, and incorporated by reference into this Agreement for the Project(s) described on Schedule(s) to this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by NOPEC for the Project(s) approved by NOPEC. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. Funds not used in the year they are granted to Grantee may be escrowed and carried forward for up to two (2) years from NOPEC grant approval. If Grantee does not expend the Funds for the Project(s) approved by NOPEC within three (3) years of NOPEC's approval, Grantee shall forfeit any unused Funds.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2018, and shall expire on December 31, 2018, and shall be automatically renewed annually unless NOPEC discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the Project(s). NOPEC reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify NOPEC if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to NOPEC all of its records with respect to matters covered by this

7. Agreement, and for NOPEC to audit, examine and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and NOPEC and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as NOPEC shall require.

8. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

9. **Inability to Perform.** In the event that Grantee does not or cannot complete the Project(s) or perform its obligations under this Agreement, Grantee shall immediately notify NOPEC in writing. NOPEC, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify Project amendments or suitable Project(s) that meet NOPEC Policy.

10. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to NOPEC, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

11. **Termination.**

(a) If NOPEC determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, NOPEC, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

12. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of NOPEC. Upon surrender of such material, Grantee shall receive Funds only as to a Project that had been approved for a NEC Grant by NOPEC prior to such termination.

(b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

13. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement. Grantee agrees to defend NOPEC and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

14. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the Project. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

15. **Miscellaneous.**

(a) Governing Law. The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) Notices. All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of NOPEC, to:

Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Fiscal Officer (or other position)
____
____
____________, Ohio ______

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the Project and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of NOPEC.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement. Grantee further represents and warrants to NOPEC that it has received all necessary approvals from Grantee's legislative authority for Grantee to accept the NEC Grant and enter into this Agreement.

(i) Determinations by NOPEC Final. All determinations as to eligibility of any project for an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by NOPEC and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer] to take all actions with respect to the NEC Grant and this Agreement as may be required and NOPEC shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and NOPEC to use information about Grantee's grant(s) and project(s) in any marketing they may conduct, and agrees to cooperate with NOPEC in connection with such marketing.

[*Signature Page to Follow.*]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:	**NOPEC, INC.:**
______________________, Ohio	
By:______________________	By:______________________
Its:______________________	Its:______________________
Date:______________________	Date:______________________

[Signature page to NOPEC Energized Community Grant Agreement.]

SCHEDULE

PROJECT(S)

NOPEC

No one does more to lower your utility bills.

December 18, 2017

RECEIVED
DEC 21 2017
MAYOR'S OFFICE

The Honorable Merle Gorden
Mayor
City of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

Dear Mayor Gorden:

Congratulations! Beachwood is receiving a NOPEC Energized Community (NEC) grant of $48,472.00 for 2018. NOPEC* and NextEra value your community's membership and are awarding this grant to help your community achieve even greater savings. The NEC grants are being offered to help you implement energy efficiency or energy infrastructure projects that will benefit your community for years to come.

We're excited to be able to offer this new this grant program and we've designed it to make the whole process as streamlined as possible. All NEC grant program information and materials will be available online. In January, you'll receive an e-mail with detailed instructions on how to access this information and get started on completing the grant process. Our staff is available to help at any point during the process.

The NEC grant program has some new features that weren't available in previous grant programs through NOPEC. These features offer more options and greater flexibility for your community to get the greatest benefit from your grant, while reducing the paperwork required. For example, you'll have the ability to coordinate with other communities on a multi-jurisdictional project. Or, if you'd like to escrow your grant funds (or a portion of them) for a future year's project that will also be an option for you. ||

NOPEC's Special Projects Manager, Norma Fox Horwitz, is managing the NEC grant program. Feel free to contact her by email at grants@nopecinfo.org, or by phone at 440-249-7829 if you have questions. We look forward to receiving your application!!

Sincerely,

Charles W. Keiper II

Chuck Keiper
Executive Director

Ordinance
accept & use / escrow

cc: Larry Heiser, Finance Director

12-21-17
CC:
Directors

*The 2018 NEC grant program is funded and administered by NOPEC, Inc. an affiliate of the Northeast Ohio Public Energy Council (NOPEC).

31360 Solon Road, Suite 33 Solon, OH 44139 440.248.1992 FAX 440.248.1986 www.nopecinfo.org

INTRODUCED BY: ORDINANCE NO. 2019-76

AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO TRANSFER CERTAIN FUNDS FROM THE GENERAL FUND (101) TO THE DEBT SERVICE FUND (331) AND THE CAPITAL IMPROVEMENTS FUND (441); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, based upon the recommendation of the Finance Director, this Council desires to transfer Two Million Dollars and No/Cents ($2,000,000.00) from the General Fund (101) to the Debt Service Fund (331) for the purpose of making debt service payments; and

WHEREAS, based upon the recommendation of the Finance Director, this Council also desires to transfer Two Million Dollars and No/Cents ($2,000,000.00) from the General Fund (101) to the Capital Improvements Fund (441) for the purpose of purchasing large capital items for the City of Beachwood, Ohio.

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

Section 1: The Finance Director is hereby authorized and directed to transfer Two Million Dollars and No/Cents ($2,000,000.00) from the General Fund (101) to the Debt Service Fund (331) for the purpose of making debt service payments.

Section 2: The Finance Director is hereby authorized and directed to transfer Two Million Dollars and No/Cents ($2,000,000.00) from the General Fund (101) to the Capital Improvements Fund (441) for the purpose of purchasing large capital items 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 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 for Council to adopt the above legislation at the earliest time possible in order to make debt service payments and make any necessary purchases; 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 1st day of July, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 2nd day of July, 2019.

____

Clerk

Approval: I have approved this legislation this 2nd day of July, 2019, and filed it with the Clerk.

____

Mayor

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO:	Mayor Martin Horwitz
FROM:	Larry A. Heiser, Finance Director LAH
RE:	Request for Transfer from General Fund to Debt Service and Capital Improvement Funds
DATE:	May 16, 2019

The 2019 approved budget included a $2,000,000.00 transfer from the General Fund (101) to the Debt Service Fund (331) for the purposes of making debt service payments.

The 2019 approved budget also included a $2,000,000.00 transfer from the General Fund (101) to the Capital Improvements Fund (441) for the purposes of purchasing large capital items for the City of Beachwood.

With your approval I would like to place both of these transfers on the next Council agenda.

Please let me know if you have any questions.

Thank You.

INTRODUCED BY: ORDINANCE NO. 2019-77

AN ORDINANCE AMENDING APPROPRIATIONS FOR CURRENT EXPENDITURES AND OTHER EXPENSES OF THE CITY OF BEACHWOOD, STATE OF OHIO, FOR THE FISCAL YEAR 2019, JANUARY 1, 2019 TO DECEMBER 31, 2019, INCLUSIVE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council approved Ordinance No. 2018-191 on December 17, 2018, authorizing appropriations for current expenditures and other expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2019, January 1, 2019 to December 31, 2019, inclusive; and

WHEREAS, on March 4, 2019, City Council approved Ordinance No. 2019-35, amending Ordinance Number 2018-191; and

WHEREAS, on March 18, 2019, City Council also approved Ordinance No. 2019-42, amending Ordinance Number 2019-35; and

WHEREAS, at this time it is once again necessary to amend certain appropriations to provide for current expenditures and other expenses of the City of Beachwood for the Fiscal Year 2019, January 1, 2019 to December 31, 2019, inclusive.

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 Finance Director, the City's appropriations, as authorized in Ordinance No. 2018-191 and amended by Ordinance No. 2019-35 and Ordinance No. 2019-42, are hereby further amended to reflect the increases and/or decreases set out in Exhibit "A", a copy of which is attached hereto and incorporated herein.

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 declared to be an urgent measure immediately necessary for the preservation of public peace, health or safety or the efficient operation of the City, and for the further reason because this is an appropriation of money for current expenses and other expenditures of the City of Beachwood for the Fiscal Year ending December 31, 2019; 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 1st day of July, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 2nd day of July, 2019.

____

Clerk

Approval: I have approved this legislation this 2nd day of July, 2019, and filed it with the Clerk.

____

Mayor

Exhibit A

City of Beachwood
2019 Appropriations

		Wages & Benefits	Other	Total
General Fund	**Department**			
	101 Council	$ 125,600	$ 40,450	$ 166,050
	121 Mayor	$ 491,800	$ 159,200	$ 651,000
	122 Economic Development	$ 154,500	$ 425,300	$ 579,800
	123 Human Resources	$ 200,900	$ 16,100	$ 217,000
	131 Finance Department	$ 1,405,000	$ 5,820,400	$ 7,225,400
	141 Law Department	$ 475,300	$ 170,700	$ 646,000
	221 Police	$ 10,514,500	$ 1,008,100	$ 11,522,600
	231 Fire	$ 7,963,600	$ 748,400	$ 8,712,000
	341 Service Administration	$ 6,775,400	$ 3,256,800	$ 10,032,200
	441 Human Services	$ 421,700	$ 291,300	$ 713,000
	511 Recreation Administration	$ 883,500	$ 575,000	$ 1,458,500
	512 Camps	$ 367,000	$ 182,300	$ 549,300
	514 Sports	$ 17,400	$ 64,400	$ 81,800
	519 Other Programs	$ 81,800	$ 92,100	$ 173,900
	531 Pools and Parks	$ 266,400	$ 316,500	$ 582,900
	611 Building	$ 1,248,000	$ 119,700	$ 1,367,700
	Total General Fund			$ 44,679,150
Special Revenue Fund	**Fund #**			
	211 Street Construction Maint. & Repair	$ -	$ 1,475,000	$ 1,475,000
	212 State Highway	$ -	$ 200,000	$ 200,000
	231 Mayor's Court Improvement	$ -	$ 50,000	$ 50,000
	241 Federal Equitable Sharing	$ -	$ 200,000	$ 200,000
	243 Drug Law Enforcement	$ -	$ 100,000	$ 100,000
	261 Blossom Lane Street Lights	$ -	$ 1,650	$ 1,650
	262 George Zieger Drive Street Lights	$ -	$ 18,900	$ 18,900
	291 Eaton TIF Fund	$ -	$ 4,500,000	$ 4,500,000
	292 Omnova TIF Fund	$ -	$ 370,000	$ 370,000
	Total Special Revenue Fund			$ 6,915,550
Debt Service Fund	**Fund #**			
	331 General Bond Retirement	$ -	$ 2,893,000	$ 2,893,000
	Total Debt Service Fund			$ 2,893,000
Capital Improvement Fund	**Fund #**			
	441 Capital Improvement	$ -	$ 2,161,000	$ 2,161,000
	Total Capital Improvement			$ 2,161,000
Internal Service Fund	**Fund #**			
	501 Workers' Compensation Self Insurance	$ -	$ 250,000	$ 250,000
	Total Internal Service Fund			$ 250,000
Trust and Agency Funds	**Fund #**			
	784 Police Pension Fund	$ -	$ 248,000	$ 248,000
	Total Trust and Agency Funds			$ 248,000
	TOTAL 2019 APPROPRIATIONS			$ 57,146,700

(Finance appropriation includes a $2,000,000 transfer to Debt Service Fund, and $2,000,000 transfer to the Capital Improvement Fund)

Passed Ordinance : 2018-191

Amended: 2019-35 03/04/2019 2019-42 03/19/2019

Increase Fire Department Budget by $200,000 ($125,000 wages $75,000 other (utilities))

Increase Council budget by $8950

Move $13,700 with Camps from other (professional services) to wages

Prepared LAH 06 21 19

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO:	Mayor Martin S. Horwitz, Finance Chair Alec Isaacson
FROM:	Larry A. Heiser, Finance Director LAH
RE:	2019 Revised Appropriation for Seat Belts
DATE:	June 21, 2019

Mayor and Alec –

I have attached a current invoice from the School District for $5,976. I have also been in communications with Michele Mills, Treasurer for Beachwood City Schools, and she indicated that the district would be getting one more school bus this year and the seat belt cost for that bus would be $2,933

.

These monies were not passed as part of the 2019 budget and therefore we need to increase the Council budget by $8950 (I rounded up). As part of the 2020 budget process we will get an estimated number from the School District. With your permission I would like to add to the July 1st agenda.

Please let me know if you have any questions.

Thank You.

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Larry Heiser, Finance Director LH
FROM: Michelle Kaplan, Assistant Finance Director MK
RE: 2019 Revised Appropriations
DATE: April 15, 2019

I am requesting the following appropriation adjustments be placed on the May 6, 2019 Council agenda.

Fire – Due to four retirements that were not budgeted for, leave settlements need to be increased by $125,000. Additionally, the utility costs for the new fire station were under-estimated. Since we don't have a full year of utility expenditures yet, I am estimating on the high side and requesting an increase of $75,000.

Recreation Camp – For 2019, a camp nurse was included in the budget. However, it was included in the professional services line item, not as an employee. It has since been determined that we would hire the nurse as an employee, therefore the $13,700 that is budgeted in the professional services category needs to be budgeted in salaries and wages. No increase to the total budget.

INTRODUCED BY: ORDINANCE NO. 2019-78

AN ORDINANCE ACCEPTING A QUOTATION FROM CHARTER COMMUNICATIONS OPERATING, LLC ON BEHALF OF SPECTRUM TO PROVIDE THE CITY OF BEACHWOOD, OHIO INTERNET SERVICE FOR A PERIOD OF THIRTY-SIX (36) MONTHS; AND DECLARING THIS TO BE AN URGENT MEASURE.

WHEREAS, the current agreement with AT&T for internet service will expire October 24, 2019; and

WHEREAS, three (3) quotes were received and it was determined that the quotation from Spectrum in an amount not to exceed One Thousand One Hundred Twenty-Two Dollars and No/Cents ($1,122.00) per month for a period of thirty-six (36) months was the lowest and best quotation received; and

WHEREAS, the IT Manager and the Finance Director have recommended that the Mayor accept the quotation of Spectrum to provide the City of Beachwood, Ohio with internet service for a cost not to exceed One Thousand One Hundred Twenty-Two Dollars and No/Cents ($1,122.00) per month for a period of thirty-six (36) months.

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 Spectrum 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 One Thousand One Hundred Twenty-Two Dollars and No/Cents ($1,122.00) per month for a period of thirty-six (36) months. The Mayor is hereby authorized and directed to accept the above quotation from Spectrum to provide the City of Beachwood, Ohio with internet service.

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; such necessity existing by reason of the immediate necessity of addressing the City's internet access needs; 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 1st day of July, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 2nd day of July, 2019.

____

Clerk

Approval: I have approved this legislation this 2nd day of July, 2019, and filed it with the Clerk.

____

Mayor

Spectrum

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Bruce Baumgardner
Phone: (330) 592-9745 ext:
Cell Phone: (330) 592-9745
Fax: (704) 9451498
Email: bruce.baumgardner@charter.com

Order # 11311855

Customer Information: Customer Code		
Business Name	CITY OF BEACHWOOD	**Customer Type:**
Federal Tax ID	**Tax Exempt Status**	**Tax Exempt Certificate #**
******0211		
Billing Address		
Attention To:		**Account Number**
25325 Fairmount Blvd BEACHWOOD OH 44122		
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**

Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Larry Heiser	(216) 292-1903	larry.heiser@beachwoodohio.com

Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
Craig Kaufman	(215) 595-3711	craig.kaufman@beachwoodohio.com

Spectrum

Fiber Internet and Ethernet Service Order Information For 25325 Fairmount Blvd Cleveland OH 44122			
Site Name	**Address Location**	**Location Type**	**Bandwidth**
	25325 Fairmount Blvd Cleveland, OH 44122		

New and Revised Services and Monthly Charges At 25325 Fairmount Blvd , Cleveland OH 44122

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
29 Static IP	1	$0.00	$0.00	36 Months
Fiber Internet 500Mbps	1	$1,122.00	$1,122.00	36 Months
***Total**			**$1,122.00**	

*Prices do not include taxes and fees.

One Time fees At 25325 Fairmount Blvd , Cleveland OH 44122

Description	Quantity	Sales Price	Total
Installation Charge - FIA	1	$0.00	$0.00
Total			**$0.00**

*Prices do not include taxes and fees.

Spectrum

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed

Spectrum ENTERPRISE

SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at https://enterprise.spectrum.com/ ("Terms of Service"), which are incorporated herein by this reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Bruce Baumgardner Telephone: (330) 592-9745 Email: bruce.baumgardner@charter.com

Customer Information				
Customer Name (Exact Legal Name): CITY OF BEACHWOOD			Main Tel. No.:	
Billing Address: 25325 Fairmount Blvd	Suite:	City: BEACHWOOD	State: OH	Zip Code: 44122
Billing Contact Name:	Tel.No.:		E-mail:	
Authorized Contact Name: Larry Heiser	Tel.No.: (216) 292-1903		E-mail: larry.heiser@beachwoodohio.com	

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

Customer: CITY OF BEACHWOOD

By: ______________________

Name (printed): ______________________

Title: ______________________

Date: ______________________

Spectrum
ENTERPRISE

Spectrum Enterprise

Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Fiber Internet Access ("FIA") fiber-based service (the "Service").

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer's Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise "Point of Presence" or "POP") at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	• Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	• A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Latency is calculated as follows:

$$\text{Latency/Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

Packet Loss / Frame Loss (%)	=	100 (%) –	Frames Received (%)

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VIII. Network Maintenance

Maintenance Notice:
Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:
Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:
If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:
If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

Spectrum

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Bruce Baumgardner
Phone: (330) 592-9745 ext:
Cell Phone: (330) 592-9745
Fax: (704) 9451498
Email: bruce.baumgardner@charter.com

Order # 11311855

Customer Information: Customer Code		
Business Name	CITY OF BEACHWOOD	**Customer Type:**
Federal Tax ID	**Tax Exempt Status**	**Tax Exempt Certificate #**
******0211		
Billing Address		
Attention To:		**Account Number**
25325 Fairmount Blvd BEACHWOOD OH 44122		
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Larry Heiser	(216) 292-1903	larry.heiser@beachwoodohio.com
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
Craig Kaufman	(215) 595-3711	craig.kaufman@beachwoodohio.com

Spectrum

Fiber Internet and Ethernet Service Order Information For 25325 Fairmount Blvd Cleveland OH 44122			
Site Name	**Address Location**	**Location Type**	**Bandwidth**
	25325 Fairmount Blvd Cleveland, OH 44122		

New and Revised Services and Monthly Charges At 25325 Fairmount Blvd , Cleveland OH 44122

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
29 Static IP	1	$0.00	$0.00	36 Months
Fiber Internet 500Mbps	1	$1,122.00	$1,122.00	36 Months
***Total**			**$1,122.00**	

*Prices do not include taxes and fees.

One Time fees At 25325 Fairmount Blvd , Cleveland OH 44122

Description	Quantity	Sales Price	Total
Installation Charge - FIA	1	$0.00	$0.00
Total			**$0.00**

*Prices do not include taxes and fees.

Spectrum

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed

Spectrum ENTERPRISE

SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at https://enterprise.spectrum.com/ ("Terms of Service"), which are incorporated herein by this reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Bruce Baumgardner Telephone: (330) 592-9745 Email: bruce.baumgardner@charter.com

Customer Information				
Customer Name (Exact Legal Name): CITY OF BEACHWOOD			Main Tel. No.:	
Billing Address: 25325 Fairmount Blvd	Suite:	City: BEACHWOOD	State: OH	Zip Code: 44122
Billing Contact Name:	Tel.No.:		E-mail:	
Authorized Contact Name: Larry Heiser	Tel.No.: (216) 292-1903		E-mail: larry.heiser@beachwoodohio.com	

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

Customer: CITY OF BEACHWOOD

By: ______________________

Name (printed): ______________________

Title: ______________________

Date: ______________________

Spectrum
ENTERPRISE

Spectrum Enterprise

Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Fiber Internet Access ("FIA") fiber-based service (the "Service").

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer's Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise "Point of Presence" or "POP") at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	• Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	• A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Latency is calculated as follows:

$$\text{Latency/Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VI. **Packet Loss / Frame Loss Ratio**

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100\ (\%) - \text{Frames Received (\%)}$$

VII. **Jitter / Frame Delay Variation**

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VIII. **Network Maintenance**

Maintenance Notice:
Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:
Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:
If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:
If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

Craig Kaufman

From: TOLEMY JR., MARK R <MT200D@att.com>
Sent: Friday, May 03, 2019 10:53 AM
To: Craig Kaufman
Subject: Re: Internet

Okay.

$1266 for 250M

We have a special promo (Spring Fever) going on for 400M and higher this month.
$1384 for 400M
$1520 for 500M
$1766 for a Gig

Mark Tolemy
AT&T Fiber & Security Solutions
Phone: 847-212-6076
Fax: 847-326-3772

On May 3, 2019, at 9:45 AM, Craig Kaufman <Craig.Kaufman@beachwoodohio.com> wrote:

Unmanaged.

Craig Kaufman
IT Manager
(216) 595-3711 - *Office*
(216) 292-1912 - Fax
Craig.Kaufman@beachwoodohio.com

25325 Fairmount Blvd
Beachwood, Ohio 44122

<imagea804a3.PNG>

<image9018e6.PNG> <image08819f.PNG> <image3dcf07.PNG> <imageeaa1cb.PNG> <imagec2

From: TOLEMY JR., MARK R [mailto:MT200D@att.com]
Sent: Friday, May 03, 2019 10:31 AM
To: Craig Kaufman
Subject: Re: Internet

Hey Craig! Sorry I meant to ask you do you want it managed (we provide router). Or unmanaged (you proved router)

Mark Tolemy
AT&T Fiber & Security Solutions
Phone: 847-212-6076
Fax: 847-326-3772

On Apr 30, 2019, at 9:06 AM, Craig Kaufman <Craig.Kaufman@beachwoodohio.com> wrote:

Mark,

Do you handle the pricing for high speed fiber internet?

Thanks

Craig Kaufman
IT Manager
(216) 595-3711 - *Office*
(216) 292-1912 - Fax
Craig.Kaufman@beachwoodohio.com

25325 Fairmount Blvd
Beachwood, Ohio 44122

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CROWN CASTLE

Order Form

Order Type: New
SO # 2019-44747

Licensee or Customer Contact Detail

Licensee or Customer	**City of Beachwood Ohio**			
Address & Contact	**Address**	25325 Fairmount Blvd		
	City, State	Beachwood, OH 44122		
	Phone	216-464-1070	**Fax**	
Billing Address & Contact	**Name**	City of Beachwood	**Email**	Craig.Kaufman@beachwoodohio.com
	Billing Address	PO Box 22659	**Phone**	216-595-3711
	City, State	Beachwood, OH 44122	**Fax**	
Technical Contact	**Name**	Craig Kaufman	**Primary Phone**	216-595-3711
	E-mail	Craig.Kaufman@beachwoodohio.com	**Alternate Phone**	

Product Detail

Internet *

Product Type	Dedicated Internet Access			**Bandwidth**	500Mbps	
Total MRC	**$1,122.00**	**Total NRC**	**$0.00**	**Service Level**	IP	
		IPv4 Block	/29 - /27			

* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.

	Install Lead Time	**120 Days**		500Mbps
Location A Product Details	**Connector**	1000T	**Copper**	
Location A	25325 Fairmount Blvd, 1st Floor, Beachwood, OH 44122			

Order Summary

Pricing & Contract Terms

Salesperson	Greg Stevens	**Terms (Months)**	36
Client Service Mgr	Aleksandra Harris		
Order Contact	A.J. Allen	**Contact Email**	AJ.Allen@beachwoodohio.com

	NRC *	MRC*
Internet	$0.00	$1,122.00
Total	**$0.00**	**$1,122.00**

*Pricing shown does not reflect applicable taxes and fees.

ORDER ACCEPTANCE

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") effective as of the date of the last signature below, and is subject to the provisions of the Master Telecommunications License Agreement or other master agreement between the parties dated _______________("Agreement"), which is incorporated herein by reference. In the event the date in the previous sentence is blank, then this Order Form will be governed by the "Crown Castle Terms and Conditions Version 2.1" available at https://fiber.crowncastle.com/crown-castle-telecommunications-license-terms-and-conditions.pdf ("Online Terms"). In addition, if Company and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by this Order Form, then the product-specific portion of the Online Terms applicable to the product under this Order Form shall apply.

	Licensee or Customer		**Company or Provider**
	City of Beachwood Ohio		**Crown Castle Fiber LLC**
Signature		Signature	
Name/Title		Name/Title	
Date		Date	

Memorandum

To: Larry Heiser, Finance Director 2AH

From: Craig Kaufman, IT Manager

Subject: UPS

Date: June 24, 2019

After the last couple of power outages we discover the current UPS which is 10 years old is overloaded. This battery backup system when purchased was to only handle City Servers, network equipment, phone system and TV station. Since then the Police Radio room, old Dispatch and the Police Servers were added. This system keeps the entire equipment running during power outages until the generator picks up the load. Equally important is the inherent capability to protect against brownouts and surges.

In addition to the UPS we will be adding managed power strips, running new electrical lines and a bypass distribution switch.

Since we will be keeping the old UPS online this will enable us to buy a small UPS and distribute the power evenly on both systems, so there will be redundant power.

Attached you will find 3 quotes two of them we would need to hire an electrician to do the install while Etechnologies will perform the whole install.

It is my recommendation that we request Council to authorize the purchase of a UPS from Etechnologies for the quoted price of $33,937.

Thank you for your kind attention on this matter. If you have any questions or concerns please feel free to call me.

INTRODUCED BY: ORDINANCE NO. 2019-79

AN ORDINANCE ACCEPTING A QUOTATION FROM E-TECHNOLOGIES GROUP, LLC FOR THE PURCHASE AND INSTALLATION OF AN EATON 15 KVA 208V UPS SYSTEM 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 purchase and installation of a UPS System; and

WHEREAS, the quotation from E-Technologies, LLC is the lowest and best quotation received in an amount not to exceed Thirty-Three Thousand Nine Hundred Thirty-Seven Dollars and No/Cents ($33,937.00).

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 Finance Director and the IT Manager, the quotation from E-Technologies, LLC, 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 Thirty-Three Thousand Nine Hundred Thirty-Seven Dollars and No/Cents ($33,937.00). The Mayor is hereby authorized and directed to accept the above quotation for the purchase and installation of an EATON 15 KVA 208V UPS System.

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 1st day of July, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 2nd day of July, 2019.

____
Clerk

Approval: I have approved this legislation this 2nd day of July, 2019, and filed it with the Clerk.

____
Mayor

E TECHNOLOGIES
300 Industrial Parkway | Chagrin Falls, OH 44022

June 20, 2019

Craig Kaufman
City of Beachwood
25325 Fairmount Blvd
Beachwood OH

Re: 15 KVA 208V UPS

Dear Craig:

Based on information collected during our site visit, we are pleased to offer pricing for an EATON 9355-15kva UPS system. This is a high-quality UPS that will enable you to create a dual power path for redundancy and reliability.

Our proposal includes the following options:

- 15kva three phase Eaton 9355 UPS with rear mounted bypass.
- PowerXpert communication management card
- Startup service with 1-year warranty and 7x24 onsite corrective service
- Installation services

Please note the following:

1. The UPS and standard wall mounted bypass panel are in stock.
2. The combined bypass/distribution panel has a 3 week lead time.

Thank you for the opportunity. Please contact me directly at 440-247-7000 if you require any additional information.

Sincerely,

John P. Englhardt
President
440-247-7000 x111
888-329-3880 fax
440-725-5371 mobile
john@etechnologies.com
JPE/jpe

15KVA 9355 UPS

ITEM	QTY	BASE MODEL ITEM DESCRIPTIONS	UNIT PRICE	EXTENDED PRICE
1	1	EATON 9355 UPS ✓ 15Kva ✓ 208v 4w+G input, 208/120v 4w+G ✓ Internal static bypass ✓ Rear mounted maintenance bypass ✓ PowerXpert Gateway (snmp w/Modbus) communication card	Included	Included
2	1	STANDARD SERVICE COVERAGE ✓ Factory start-up service on a 5x8 basis. Business hours. ✓ Unlimited on-site service on a 7x24 basis.	Included	Included
3	1	Combined Wall mounted bypass and distribution panel adder.	Included	Included
4	1	INSTALLATION SERVICES ✓ Install new bypass/distribution panel. ✓ Set new UPS in computer room. ✓ Provide all connections from existing panel to BYPASS. ✓ Provide all connections to and from bypass to UPS. ✓ Install new UPS panel with 10 new circuits. ✓ Intercept existing radio room power panel.	Included	Included
		TOTAL 22MIN W/10KVA LOAD		**$ 19,407.**

ITEM	QTY	OPTIONS	UNIT PRICE	EXTENDED PRICE
5	1	20kva UPS adder vs 22min 10kva solution. ✓ Perform the same work using a 20KVA UPS. ✓ Wiring upgraded to 100amps. ✓ 42min with 10kva load.	$ 3,950.	$ 3,950.
6	9	Eaton Managed Rack PDU / G3 MODEL EMA114-10 ✓ Input: 10ft 5-20P/L5-20P line cord ✓ Output: (24) 5-20R ✓ H 66.5” x W 2.05” x D 2.1”	$ 764.	$ 6,876.
7	1	3YR service upgrade ✓ Parts and labor coverage for 3 years following startup. ✓ UPS & Battery PM in year 2 and year 3. ✓ Emergency service 7x24, PM service 5x8.	$ 7,654.	$ 7,654.

Freight

Freight will be pre-paid and added to the invoice.
FOB Destination estimate = $900. (seller assumes all risk if damaged by shipper)

TERMS AND CONDITIONS

Cash Terms	Ship Date A.R.O.	Shipping Terms
Net 30	UPS = stock, Bypass = 3 weeks	F.O.B. Destination pre-pay and add.

E Technologies Inc., and Eaton Corporation's standard terms and conditions of sale and service are an integral part of this order. www.etechnologies.com/terms.asp Please sign below to acknowledge your authorization for us to proceed based on the information referenced above. Partial invoicing shall apply for any material shipped or services delivered. Unless specified above, price quoted DOES NOT INCLUDE freight, installation, inside delivery or any applicable sales and use tax.

Please address UPS order to: .... *E TECHNOLOGIES, INC.*
300 Industrial Parkway
Chagrin Falls, OH 44022

Agreed and Accepted:

______________________________ Purchase Order # ____________

Craig Kaufman Date
City of Beachwood

CONDISCO QUOTATION

Power Solution Services 822 Busse Hwy Park Ridge, IL 60068 Ofc 847.292-3200
Fax 847.292-3201

Craig Kaufman
City of Beachwood
25325 Fairmount Blvd
Beachwood , OH
44122

YOUR RFQ#

QUOTE # 2014535 June 24, 2019

RE: 15kva UPS (Eaton)
Generator compatible
8 minute Battery @ existing load; 4 min @ 15kva
ADDED: Wall mounted Bypass
OPTION: Extended Battery

In accordance with Your Request we are pleased to quote on the following:

Description		Qty	
15 kVA with Internal Batt. 208/208 w/internal 4 min battery		1	
Dims:32.2"h x 12"w x 33.7"d WGT: 373 lbs each		info	
60a MBS KK 208 VAC 3ø 65kic 30"w x10"dx 36"h 110lb		1	
Estimated cost to ship from distribution>dock		Incl	
Mandatory Startup & test charge (1 visit only)		Incl.	
Options Included:		.	
Power Xpert Gateway Card		1	
Local On-site support and direction (Ron Chessler)		Inc.	
Other Options:			
Extended battery to 37 minutes at existing load **ADD $1360**		add	
** This quote is contingent upon customer site being ready and accessible at scheduled times. If delays occur due to inaccessibility or lack of customer preparation, additional time will be billed at our standard rates. A representative from our company will call prior to site visit to confirm that the prerequisites are met.*		**Net**	$14,675.00

Shipping and Handling
(Tail gate to job site; Inside delivery extra)

Terms 50% deposit, balance at time of delivery
Equipment invoiced at date of shipping
This may result in multiple invoices
Net 30 days, tax as applicable
FOB Factory, freight prepaid and added,
Delivery: stock to 2 weeks ARO
Quote Validity: 30 days

Sales Tax:	
Shipping & Handling:	$325.00
* Service:	$500.00
TOTAL	**$15,500.00**

By ______________________

CONDISCO, Inc.

Address Purchase Orders to: 822 Busse Highway P.O. Box 693, Park Ridge, IL 60068 Attn: Rick

Customer Authorization ______________________
Print Name & Date ______________________

QUOTATION

2301 Patriot Blvd. Glenview, IL 60026

Date: 06/24/2019
Quote #: Q002SC5R
Customer: 546282

See attached Anixter Terms and Conditions of Sale

Customer
BEACHWOOD, CITY OF
PO BOX 22659
BEACHWOOD, OH 44122
Craig Kaufman
Phone: (216)595-3711
Fax: --
Email: craig.kaufman@beachwoodohio.com

Vertiv

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
1	1	Non-Stock VERTIV 47SN020CACM3047 MAIN UNIT: SYSTEM INPUT VOLTAGE OF 208/120V, 3 PHASE, W 208/120V,3 PHASE, 4 WIRE PLUS GROUND FIXED CAPACITY 20KVA UPS SYSTEM 208V NATIVE OUTPUT VOLTAGE SINGLE INPUT CONFIGURATION ONE (1) INTELLISLOT UNITY DUAL PROTOCOL CARD; P/N: IS-UNITY--DP; MONITORING AND CONFIGURATION OF VERTIV PRODUCTS AND ENVIRONMENTAL SENSORS	EA	18312.16	18,312.16
2	1	Non-Stock VERTIV SUEXM10-40U7 UPS MODULE STARTUP 24X7 -- --	EA	1647.40	1,647.40
3	1	Non-Stock VERTIV MUEXM208-20PR1 UPS MODULE MAINTENANCE SERVICETYPE --	EA	2903.56	2,903.56
4	1	Non-Stock VERTIV OTHSRVP *OTHER SERVICES* 1.REMOVE THREE - EXISTING 1POLE 20A (SPARE) BR WITHIN EXISTING PANEL, LE1C. 2.FURNISH AND INSTALL ONE - 3POLE 100A BREAKER AT (NEWLY CREATED) SPACE WITHIN PANEL, LE1C. NOTE: ASSUMES ADEQUATE AMPACITY IS AVAILABLE IN EXISTING PANEL. IF ADDITIONAL AMPACITY IS REQUIRED AN ADDITIONAL "EXTRA" QUOTE WILL BE NECESSARY. 3.FURNISH AND INSTALL ONE - 100A 208V 3PHASE	EA	12128.56	12,128.56

ANIXTER

2301 Patriot Blvd. Glenview, IL 60026

QUOTATION

Date: 06/24/2019
Quote #: Q002SC5R
Customer: 546282

Vertiv

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
5	1	Non-Stock VERTIV TARIFFSURCHARGE **VERTIV APPLIED TARIFF CHARGES** --	EA	305.49	305.49

Quote Total: **35,297.17**

TERMS NET 30
Freight Terms: PPD/CHARGE
Shipment:
Notes:
Currency: USD

Please refer all inquiries to:

Laura Dynda
Phone: 440-394-2042
Mobile: --
Fax: --
laura.dynda@anixter.com

6565 Davis Industrial Prky
SOLON, OH 44139
US

Comments:

1. These Terms and Conditions of Sale (this "Agreement") apply to, and govern the sale of, any products (collectively, the "Products") by Anixter Inc. and/or one of its affiliates or subsidiaries identified in the applicable quote, order document, or credit application (the "Seller") to the applicable customer identified in such quote, order document, or credit application ("Customer"). This Agreement constitutes the entire integrated agreement between the parties with respect to the subject matter of this Agreement, and applies to any subsequent purchases made by Customer from Seller. Any and all discussions, understandings, agreements, representations, courses of dealing, customs, and usages of trade heretofore made or engaged in by the parties with respect to the subject matter hereof are hereby merged into this Agreement, which alone fully and completely expresses the parties' agreement. Notwithstanding the foregoing, if Seller and Customer are parties to a mutually executed and negotiated agreement that governs the supply and use of the Products (the "Existing Agreement"), the terms and conditions of such Existing Agreement supersede this Agreement for the specific purpose set forth therein. Seller objects to and is not bound by any additional or different terms, whether printed or otherwise, in any purchase order or other communication from Customer to Seller, unless specifically agreed to in a separate writing signed by the parties and only with respect to those Products intended to be covered by that executed document. The execution of a Customer order document does not, in and of itself, evidence Seller's assent to any terms and conditions contained or referenced thereon. Such additional or different terms constitute a material alteration of this Agreement, and Customer accepts this Agreement without such additional or different terms. Seller has the right to periodically update this Agreement. Each revision will be identified by the next revision number and effective date. Any subsequent revisions will be effective only to quotes or orders issued on or after the date of the revision to such terms and conditions. Customer's acceptance or use of the Products constitutes acceptance of this Agreement. If Seller will be providing services, Seller's service terms, found at www.anixter.com/termsandconditions, apply in addition to the terms of this Agreement.

2. Any change in Product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. If all or part of the contract is terminated by modification or rescission, Customer, in the absence of a contrary written agreement between Seller and Customer, shall pay termination charges equal to Seller's costs associated with the contract, as determined by generally accepted accounting principles, plus a reasonable profit on the entire contract. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order or contract for Products intended for Customer. If Customer orders any Special Stock Products (as defined herein) from Seller, Customer will not be able to cancel such order if the Special Stock Product is already in Seller's possession or in transit to Seller, plus Customer shall pay for any manufacturer cancellation charges for unshipped items. The term "Special Stock Product" means any inventory from Seller that Seller produces or procures for Customer and such inventory is nonstandard or not readily saleable to other customers of Seller. Seller may, in its discretion, require an advance deposit of up to 100% of Seller's selling price for any Special Stock Product ordered by Customer hereunder.

3. Payment of the purchase price for Products sold by Seller to Customer shall be in the amounts set forth on each invoice, and Customer shall pay all charges in accordance with the amounts established in said invoices. The entire outstanding balance due to Seller on all invoices is due in full immediately upon default in the payment of any invoice. Customer shall pay a service charge of $50.00 or the maximum allowed by law for each check returned by Customer's bank. In addition, if Customer fails to pay all charges in accordance with this Agreement, Customer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of non-payment, including all reasonable attorneys' fees and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings.

4. Customer shall pay the purchase price for Products within the time indicated on the face of the quote, unless otherwise agreed to by the parties in writing. If Customer fails to pay the total purchase price within the time indicated on the face of the quote or other written agreement, the maximum allowable charge and/or interest allowed by applicable laws shall be applied to all past due accounts commencing from the due date of the invoice until paid. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this Agreement. Cash discounts do not apply to cases, reels, spools or transportation charges. The purchase price for the Products is F.O.B. first point of shipment, unless otherwise agreed to in writing. Seller may set off any amount due from Customer to Seller, whether or not under this Agreement, from any amounts due to Customer. Title to and risk of loss of the Products pass to Customer upon delivery to the carrier at the F.O.B. shipping point. Unless otherwise agreed to in writing, title to any software associated with a Product shall not pass to Customer and, strictly to the extent permissible under any license agreement related to such software, Customer shall be granted a limited license to use the software in connection with the Product, strictly in accordance with the license agreement, and Customer agrees to be bound by any license terms pertaining to software associated with a Product sold hereunder. To the extent permitted under applicable law, Customer agrees to defend and indemnify Seller, including paying for Seller's reasonable attorneys' fees for counsel of Seller's choosing, from any claims or lawsuits in which it is alleged that such license agreement was breached or violated by reason of the actions of Customer.

5. Seller will not accept returns of Products or the taking of financial credits by Customer unless previously authorized by Seller via a written Return Material Authorization ("RMA"). Returns shall be subject to Seller's current RMA policy, which will be made available upon request.

6. If Customer is providing a forecast or requiring Seller to stock Products, Customer acknowledges that it is responsible for all excess and obsolete inventory, including, but not limited to, any inventory that is held by Seller and not consumed by Customer (a) prior to the discontinuation of usage of a particular part number, or (b) during the preceding six-month period (collectively, "E&O"). Seller reserves the right to call a Periodic Business Review ("PBR") which shall be attended by representatives of both parties for the purpose of E&O analysis and disposition. Resolution for E&O inventory shall be completed within ten days of the PBR unless otherwise agreed upon at the PBR.

7. Prices on Seller's website, catalogs or in Seller quotes are subject to change without notice. All prices listed on a Seller quote will be deemed to expire and become invalid if not accepted within ten calendar days from the date of issue, unless otherwise noted by Seller in writing. Seller, in its sole discretion, may extend such ten-day period; however, such extensions of pricing, if made, are for Customer's convenience only and Seller shall be free at any time after such initial ten-day period to adjust the prices contained on such quote. In addition, any mathematical, stenographic or clerical errors are not binding on Seller. Except where specifically stated by Seller, prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any tax or other governmental charge upon the provision of services, or the production, sale, shipment, transfer, consumption, or use of the Products which Seller is required to pay or collect from Customer shall be paid by Customer to Seller at the time of payment for the Product, unless Customer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

8. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Customer's order and all information, drawings and approvals to be furnished by Customer, and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller will in good faith endeavor to ship Products or perform services by the estimated date. Seller shall have the right to make partial shipments. All changes in specifications or the shipping or performance date requested by Customer will only be effective if set forth in a writing signed by the parties, and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping/performance date or purchase price, or both, will be made. If no packaging, loading or bracing requirements are stated, Seller will comply with minimum specifications for the method of transportation specified. If no method of transportation is specified, shipment will be by a reasonable method of transportation determined by Seller in its sole discretion.

9. Customer shall promptly submit all claims for shortages in writing to Seller once Customer receives the Products; otherwise such claims shall be waived. Quantities are subject to normal manufacturer allowances. In the case of wire and cable, such allowances are plus 10% and minus 5%. The purchase price for Products will equal the unit price multiplied by the quantity shipped.

10. Seller is a reseller of Products only, and as such does not provide any warranty for the Products it supplies hereunder. Notwithstanding the foregoing, Seller hereby transfers and assigns any and all transferable warranties made to Seller by the manufacturer of the Products and any intellectual property indemnity from the manufacturer of such Products to Customer. Customer will inspect the Products upon delivery and will, within ten business days of delivery, notify Seller in writing of any defect in the Products so that Seller may place the Product manufacturers on notice of the same, otherwise such Products will be considered accepted. Customer's sole and exclusive remedy for any alleged defect, failure, inadequacy, or breach of any warranty related to Products shall be limited to those warranties and remedies provided by the manufacturers of those Products all of which are hereby assigned by the Seller to Customer. This warranty does not cover wear and tear and shall be ineffective and shall not apply to products that have been subjected to misuse or abuse, neglect, accident, damage, or improper installation, or maintenance, including, but not limited to, the usage of the Product not in accordance with the manufacturers specifications or instructions.

11. Customer further acknowledges and agrees that although Seller may provide Customer with suggestions or advice regarding Product or installation recommendations, such suggestions or advice shall not be deemed to be a recommendation, endorsement or guarantee. Customer acknowledges that in that the event it follows such suggestions or advice, it does so at its own risk, and, except as provided herein, Seller shall have no liability for any claims, damages, liabilities and losses relating to such suggestions or advice.

12. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS AND CUSTOMER WAIVES, ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE). IF DISCLAIMER OF WARRANTY STATEMENTS ARE DISALLOWED IN THE GOVERNING JURISDICTION STATED IN SECTION 18 BELOW, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD (OR THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW).

13. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING; PROVIDED, HOWEVER, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO DAMAGES ARISING FROM (A) PERSONAL INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE ARISING FROM A PARTY'S NEGLIGENCE; (B) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD; (C) A PARTY'S VIOLATION OF ANY APPLICABLE LAW OR REGULATION; (D) A PARTY'S BREACH OF ANY CONFIDENTIALITY OBLIGATIONS ARISING UNDER THIS AGREEMENT; OR (E) A PARTY'S ACTUAL INFRINGEMENT OF US INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN ADDITION, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY'S LIABILITY ON ANY CLAIMS FOR DAMAGES OR CHARGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS SHALL EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM.

14. Seller shall not be liable for any failure to perform its obligations under the Agreement resulting directly or indirectly from, or contributed to or by acts of God, acts of Customer, acts of terrorism, civil or military authority, fires, strikes or other labor disputes, accidents, floods, war, riot, inability to secure material or transportation facilities, dissolution of the applicable manufacturer's business, acts or omissions of carriers, or any other circumstances beyond Seller's reasonable control.

15. To the extent permitted under applicable law, if Customer furnishes specifications to Seller for use in the manufacture of the Products, Customer will indemnify and hold Seller harmless against any claim of intellectual property infringement which arises out of Seller's compliance with the specifications.

16. Each party shall comply with all applicable laws, statues, rules and regulations, including but not limited to, all applicable export and import, anti-bribery and corruption, environmental protection, and health and safety laws. To the extent permitted under applicable law, each Party will indemnify and hold the other Party harmless for any damages arising from its violation of any such laws, statutes, rules, and regulations.

17. Neither Party will disclose or make available to any third party the disclosing party's data or other confidential, non-public or proprietary information regarding without the disclosing party's prior written consent. In addition, Customer shall comply with Seller's business privacy policy found at www.anixter.com/bpdataprivacy.

18. This Agreement is governed, interpreted, and construed according to the substantive laws of the State of Illinois, U.S.A. without regard to principles of conflicts of law thereof and shall not be governed by the U.N. Convention on the International Sale of Goods. If any dispute or controversy shall arise with respect to this Agreement, such dispute or controversy will be settled in the state or federal courts located in Chicago, Illinois, in which case the parties hereby consent to the exclusive jurisdiction and venue of such courts, and agree that they shall not contest or challenge the jurisdiction or venue of such courts.

19. No amendments, modifications, waivers, rescission, or termination of this Agreement can be made through the parties' course of dealings and no such change can be made except in a single writing signed by the parties hereto. Failure by Seller to exercise any right or remedy under the Agreement will not be deemed a waiver of such right or remedy unless in writing signed by Seller, nor shall any waiver be implied from the acceptance of any payment. No waiver by Seller of any right shall extend to or affect any other right, nor shall a waiver by Seller of any breach extend to any subsequent similar or dissimilar breach. The Agreement shall be for the benefit of the parties and not for the benefit of any other person. Customer may not assign this Agreement without the express written approval of Seller. Any cause of action that Seller has against Customer may be assigned without Customer's consent to Anixter Inc. or to any affiliate, parent or subsidiary of Anixter Inc. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to

such jurisdiction, be limited or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions of the Agreement will remain in full force and effect.

If Customer is to be granted credit accommodations under a credit application (the "Application") in connection with this Agreement, the following additional terms and conditions shall apply:

20. Upon approval of this Application, Seller, in their sole discretion, and notwithstanding any request of Customer, will assign Customer a maximum credit line, and shall have the right to increase, decrease, or terminate Customer's credit privileges or to require guarantees, security or payment under this Application at any time without prior notice to Customer, except as otherwise provided by law.

21. Payment of the purchase price for goods and/or services sold by Seller to Customer shall be in the amounts set forth on each invoice, and Customer agrees to pay all charges in accordance with the amounts established in said invoices. The entire outstanding balance due to Seller on all Invoices shall become due in full immediately upon default in the payment of any invoice.

22. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with Seller, Customer has the right to request within 60 days of Seller's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. The federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit Customers on the basis of race, color, religion, national origin, sex, marital status, or age (provided that Customer has the capacity to enter into a binding contract), because all or part of Customer's income derives from any public assistance programs, or because Customer has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

23. Customer shall immediately notify Seller of any agreement to sell or otherwise transfer ownership or possession of more than 20% of the assets or business of Customer, or to sell more than 20% of the capital stock or other ownership interest of Customer.

24. Customer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Customer agrees to send Seller written notice of any changes in the form of ownership of Customer's business within five days of such changes. Customer agrees to neither order nor accept goods from Seller while Customer is insolvent within the meaning of Section 1-201(23) of the Uniform Commercial Code. Every order placed, or delivery accepted, while Customer is insolvent shall constitute a written misrepresentation of solvency to Seller within the meaning of Section 2-702(2) of the Uniform Commercial Code.

25. This Agreement is effective and applicable to any purchases made by Customer from the Seller pursuant to any credit established hereunder, regardless whether the amount or terms of credit provided by Seller to Customer is altered pursuant to the terms hereof.

Effective as of May 16, 2016
Version: US05162016

INTRODUCED BY: ORDINANCE NO. 2019-80

AN ORDINANCE ACCEPTING AN EASEMENT TO THE CITY OF CLEVELAND, OHIO AND THE CITY OF BEACHWOOD, OHIO FROM BEACHWOOD SENIOR LIVING, LLC DBA ROSE SENIOR LIVING BEACHWOOD FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN FOR THE PURPOSE OF SUPPLYING WATER SERVICE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Beachwood Senior Living, LLC DBA Rose Senior Living Beachwood is constructing a private development on Harvard Road within the City of Beachwood; and

WHEREAS, it was necessary to install a water main for the purpose of supplying water service to the private development; and

WHEREAS, the City has agreed to accept an easement for the installation and maintenance of a water main for the purpose of supplying water service for the private development.

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

Section 1: The City hereby accepts a permanent easement for the installation and maintenance of a water main for the purpose of supplying water service to the City of Cleveland and the City of Beachwood as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein.

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 which is 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 accept an easement at the earliest time in order for proper completion of the installation and maintenance of a water main to serve the private development; 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 1st day of July, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 2nd day of July, 2019.

____

Clerk

Approval: I have approved this legislation this 2nd day of July, 2019, and filed it with the Clerk.

____

Mayor

BRAMHALL
ENGINEERING &
SURVEYING COMPANY

801 Moore Road • Avon, OH 44011
(440) 934-7878
(440) 934-7879 Fax

LETTER OF TRANSMITTAL

DATE May 22, 2019 JOB NO. 16-4562

ATTENTION Diane Calta

RE: Rose Senior Living
Harvard Rd. Waterline
Extension

TO Diane Calta - Law Director
25325 Fairmount Blvd.
Beachwood, OH 44122

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via ______ the following items:

☐ Improvement Plans ☐ As-Built Plans ☐ Site & Grading Plan ☐ Foundation Check ☐ Final Grade

☐ Specifications ☐ Record Plat/Boundary Survey ☐ ______

COPIES	DATE	NO.	DESCRIPTION
1		10 pages	Original Document & Cover Letter

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ______ copies for approval

☐ For your use ☐ Approved as noted ☐ Submit ______ copies for distribution

☐ As requested ☐ Reviewed as submitted ☐ Reviewed as noted

☐ For review and comment ☒ For Signature

☐ FOR BIDS DUE ______ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS
Please return original document to our office after it has been signed accordingly and we will have the easement recorded.
Thank you

COPY TO ______

SIGNED: [signature]

If enclosures are not as noted, kindly notify us at once.

City of Cleveland
Frank G. Jackson, Mayor

Department of Public Utilities
Division of Water
1201 Lakeside Avenue
Cleveland, Ohio 44114-1175
(216) 664-2444
www.clevelandwater.com

May 2, 2019

Bramhall Engineering & Surveying Company
Attn: Aaron Appell
801 Moore Road
Avon, Ohio 44011

Re: Standard Water Main Easement for Project 11628
Harvard Road Waterline Extension (Rose Sr. Living Facility)
Beachwood, Ohio

Enclosed is the original standard water main easement for the above referenced location which has been accepted by the Director of Public Utilities.

Please have the easement officially recorded at the Cuyahoga County Recorder's Office and forward a copy of the recorded easement to Cleveland Division of Water, Distribution Engineering section under my attention.

Thank you.

Sincerely,

Kim Battle

Kim Battle
Distribution Engineering
Division of Water

Enclosures

cc: File

STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN FOR THE PURPOSE OF SUPPLYING WATER SERVICE

We, Beachwood Senior Living, L.L.C. , the Grantor herein, for valuable consideration received and to be received to our full satisfaction, do hereby grant and convey to the City of Beachwood, and to the City of Cleveland, political subdivision of the State of Ohio and Grantees herein, the perpetual right-of-way and easement for the purposes hereinafter mentioned in the following described premises (the "Premises"):

Situated in the City of Beachwood, County of Cuyahoga, State of Ohio, known as being part of the Original Warrensville Township Lot Nos. 68 & 69, and bounded and described as follows:

"A copy of the legal Description is attached hereto as Exhibit "A" and made a part hereof as if fully written herein."

Grantor and Grantee agree that all references to either part in this instrument shall include that party and the party's heirs, administrators, successors and/or assigns.

In consideration of the mutual covenants contained herein, the Grantor hereby grants and conveys unto the Grantees the right and easement to enter upon the premises to lay, install and maintain therein a water main and appurtenances, including service connections and pipes; to set all water meters and make all repairs to water mains, service meters and appurtenances which the Grantee deems to be necessary or advisable from time to time; to turn off water to any service connection or water main; or to do any other thing which the Grantees deems to be necessary or advisable in order to operate or maintain said mains, meters, connections, pipes and appurtenances in accordance with the ordinances, rules and regulation of the Grantees which are now in effect or may be adopted hereafter.

In consideration of acceptance of the easement by the Grantees, the Grantor agrees to pay the entire cost of installing a water main and appurtenances upon the premises, which main shall be located not less than nine (9) feet from either lateral limit of the premises, The water main and appurtenances, including valves and hydrants, shall upon completion, and approval by the Grantees, become and remain the property of the Grantee City of Beachwood, and shall be a distribution water main of said Grantee within the purview and subject to the terms of any Water Service Agreement between said Grantee and Grantee, the City of Cleveland, now or hereafter in effect.

All service connections shall be installed in accordance with the ordinances, rules and regulations of the Grantees at the expense of owners of abutting property or others who seek water service thereby. Service connections shall be assigned to specific street mailing addresses by Grantee, City of Cleveland, when said Grantee receives the official designation of such addresses from Grantee, the City of Beachwood.

All water meters shall be furnished and set by Grantee, City of Cleveland, at the expense of the Grantor. All water shall be supplied by Grantee, City of Cleveland, in the same manner and to the same extent that said Grantee supplies water to properties abutting on public streets in the City of Cleveland. The Grantor hereby restricts the premises against the construction thereon of any temporary or permanent structures, except that Grantor may install or cause to be installed sidewalks or pavements, or tunnels, railroad switch tracks, sewers, ducts, pipes or pole lines which cross over or under the premises at an angle of not less than forty-five (45) degrees with the center line of the water main, or which clear the water main by not less than one and one-half (1 – ½) feet above or one and one-half (1-½) feet below.

The Grantor agrees to keep the premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantees' access to or maintenance of water mains and appurtenances. Grantor further agrees to make no alterations to the premises which would increase the depth of the water main to more than six (6) feet or reduce its depth to less than five (5) feet.

The Grantor agrees to construct a hard surface driveway, of at least fifteen (15) feet in width, adjacent to the water main. The Access driveway shall be constructed of concrete or asphalt and shall conform to current Ohio Department Of Transportation specifications.

If the Grantor desires to alter the premises in any way other than is expressly permitted herein, he must obtain the prior written approval of the Grantees. Upon receipt of such approval, the Grantor shall at his own expense relocate or reconstruct all or any portion of the water main and appurtenances which are affected by such alteration and, where necessary, grant a new easement of not less than fifty (50) feet in width under the same terms and conditions as herein provided. The relocated or reconstructed water main and appurtenances shall, upon completion, and approval by the Grantees, become the property of Grantee, the City of Beachwood.

If the Grantor violates any of the provisions of this easement, the Grantees, either jointly or separately and at the expense of the Grantor, may enter upon the premises and discontinue water service or make such alterations as are necessary to bring the premises into compliance with the provisions of this easement.

Whenever maintenance or work of any kind is performed on the premises under the terms of this easement, the Grantees, jointly and separately, shall bear no responsibility for restoration of the premises or their environs to their original topographical condition.

The Grantor indemnifies and holds harmless the Grantees from any and all damage, injury or loss to any person or property caused by, related to or resulting from any leaks in the water main or appurtenances or the maintenance, construction, reconstruction or relocation of said main or appurtenances, other than damage, injury or loss caused by, related to or resulting from the sole negligence of the Grantees. The Grantor further indemnifies and holds harmless the Grantees from any and all expense incurred and damage to the water main and appurtenances caused by, related to or resulting from the Grantor's construction or maintenance of any paving, walks, switch tracks, tunnels, sewers, ducts, pipes or pole line within or upon the premises or from any other use of the premises by the Grantor.

The Grantor hereby reserves the right to use the premises for the passage or transportation of personnel, materials or equipment, and to make such other use of the premises as is not expressly prohibited by or inconsistent with the terms of this easement.

The Grantor and the Grantees mutually agree that neither the recording of this instrument nor its acceptance by the Grantees shall be construed as a dedication of the premises or an agreement by the Grantees to accept the premises for dedication for public use as a street.

The Grantor covenants with the Grantees that it is well seized of the premises as a good and indefeasible estate in fee simple and has the right to grant and convey the premises in the manner and form above written. The Grantor further covenants that he will warrant and defend the premises with the appurtenances thereunto belonging to the Grantees against all lawful claims and demands whatsoever for the purposes described herein.

TO HAVE AND TO HOLD the above granted easement, right-of-way, water lines, appurtenances and additions installed by the Grantor, for the purposes above mentioned, unto the Grantees forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at
Oakland County, Michigan this 1st day of
May , 20 18 .

Signed in the Presence of: GRANTOR: Beachwood Senior Living, L.L.C.

Robert Schrader
(print or type name)

Warren Rose, Manager
(print or type name)

____

____
(print or type name)
This Instrument Prepared By:

____

STATE OF MICHIGAN)) SS: COUNTY OF OAKLAND)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Warren Rose, who acknowledged that (he) did sign the foregoing instrument and that the same is (his) free act and deed, personally and as such officer(s) and the free act and deed of said (corporation).

IN WITNESS WHEREOF, I have hereunto set may hand and official seal at Oakland County, Michigan, this 1st day of May, 20 18.

Wendy Adcock NOTARY

WENDY ADCOCK
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 13, 2022
ACTING IN COUNTY OF oakland

The legal form and correctness of the within instrument is hereby approved:

________________ Director of Law

________________ (City, Village, Township, District)

________________ (Date)

Accepted by the Council of ________________ by (Resolution/Ordinance) No. ________________ Passed ________________, 20____.

________________ Clerk or Assistant

________________ (Date)

The City of Cleveland, by and through its Director of Public Utilities, does hereby accept the within easement and all the terms and conditions thereof this 26th day of April, 20 19, as authorized by Section 129.20 of the Codified Ordinances of Cleveland, Ohio, 1976, passed by the Council of the City of Cleveland on June 17, 1991.

Signed in the presence of: CITY OF CLEVELAND

Robert L. Davis By: ______________________ Director of Public Utilities Date: 4-26-19

The legal form and correctness of the within instrument is hereby approved:

Barbara A. Langhenry ______________________ Director of Law

By: ______________________ Chief, Assistant Director of Law

Date: 4.25.19

Exhibit "A"

25' Utility Easement **Legal Description**
June 2017 **0.5414 of an Acre**

Situated in the City of Beachwood, County of Cuyahoga, State of Ohio, known as being part of Original Warrensville Township Lot Numbers 68 & 69, as described in a deed to Beachwood Senior Living, L.L.C. as recorded in AFN 201707050207 of the Cuyahoga County Deed Records, and further described as follows:

Commencing at the intersection of the centerline of Eaton Boulevard (R/W Varies) with the centerline of Harvard Road (R/W Varies); Said point being 0.19 feet northerly and 0.21 feet westerly from a 1-1/4-inch iron pin with found in a monument box;

Thence North 00° 57' 50" West along the centerline of said Eaton Boulevard, a distance of 102.90 feet;

Thence South 89° 02' 10" West a distance of 64.00 feet to a point of curvature in the westerly right-of-way line of said Eaton Boulevard; Said point being 0.14 feet westerly from a 5/8-inch rebar with cap stamped "CT Consultants, Inc." found;

Thence along the westerly right-of-way line of said Eaton Boulevard and along the arc of a curve to the right, having a radius of 15.00 feet, an arc length of 27.21 feet, a tangent length of 19.17 feet, a delta of 103° 55' 25" and a chord length of 23.63 feet which bears South 50° 59' 53" West to a point of tangency in the northerly right-of-way line of said Harvard Road; Said point being 0.11 feet northerly and 0.21 feet westerly from a 5/8-inch rebar with cap stamped "CT Consultants, Inc." found;

Thence North 77° 02' 25" West along the northerly right-of-way line of said Harvard Road, a distance of 177.93 feet to an angle point; Said point being 0.14 feet westerly from a 5/8-inch rebar with cap stamped "CT Consultants, Inc." found;

Thence North 67° 47' 15" West along the northerly right-of-way line of said Harvard Road, a distance of 180.03 feet to an angle point; Said point being 0.10 feet westerly from a 5/8-inch rebar with cap stamped "CT Consultants, Inc." found;

Exhibit "A"

25' Utility Easement **Legal Description**
June 2017 **0.5414 of an Acre**

Thence North 66° 30' 59" West along the northerly right-of-way line of said Harvard Road, a distance of 149.08 feet to a point in the southeasterly corner of said Beachwood Senior Living, L.L.C. parcel and being 0.08 feet northerly from a 5/8-inch rebar with cap stamped "CT Consultants, Inc." found and the **True Place of Beginning** of land herein described;

Course 1: Thence continuing, **North 66° 30' 59" West** along the northerly right-of-way line of said Harvard Road, a distance of **96.64 feet** to a point; Said point being 0.11 feet northerly and 0.11 feet westerly from a 5/8-inch rebar with cap stamped "CT Consultants, Inc." found;

Course 2: Thence **South 26° 13' 39" West** along the northerly right-of-way line of said Harvard Road, a distance of **4.66 feet** to a point; Said point being 0.06 feet northerly and 0.16 feet westerly from a 5/8-inch rebar with cap stamped "CT Consultants, Inc." found;

Course 3: Thence **North 63° 45' 37" West**, a distance of **231.72 feet** to a point of curvature;

Course 4: Thence along the northerly right-of-way line of said Harvard Road and along the arc of a curve to the left, having a radius of **1677.02 feet**, an arc length of **574.84 feet**, a tangent length of **290.27 feet**, a delta of **19° 38' 23"** and a chord length of **572.03 feet** which bears **North 73° 34' 48" West** to a point; Said point being 0.13 feet northerly and 0.07 feet easterly from a 5/8-inch rebar with cap stamped "CT Consultants, Inc." found in the southwesterly corner of said Beachwood Senior Living, L.L.C. parcel;

Course 5: Thence **North 08° 57' 35" West**, a distance of **25.94 feet** to a point of curvature;

Exhibit "A"

25' Utility Easement **Legal Description**
June 2017 **0.5414 of an Acre**

Course 6: Thence along the arc of a curve to the right, having a radius of **1702.02 feet**, an arc length of **590.37 feet**, a tangent length of **298.18 feet**, a delta of **19° 52' 26"** and a chord length of **587.42 feet** which bears **North 73° 41' 50" West** to a point of tangency;

Course 7: Thence **South 63° 45' 37" East**, a distance of **176.82 feet** to a point;

Course 8: Thence **North 26° 13' 39" East**, a distance of **23.48 feet** to a point;

Course 9: Thence **South 63° 46' 21" East**, a distance of **30.00 feet** to a point;

Course 10: Thence **South 26° 13' 39" West**, a distance of **20.00 feet** to a point;

Course 11: Thence **South 66° 30' 59" East**, a distance of **121.57 feet** to a point;

Course 12: Thence **South 26° 13' 42" West**, a distance of **25.03 feet** to the **True Place of Beginning**.

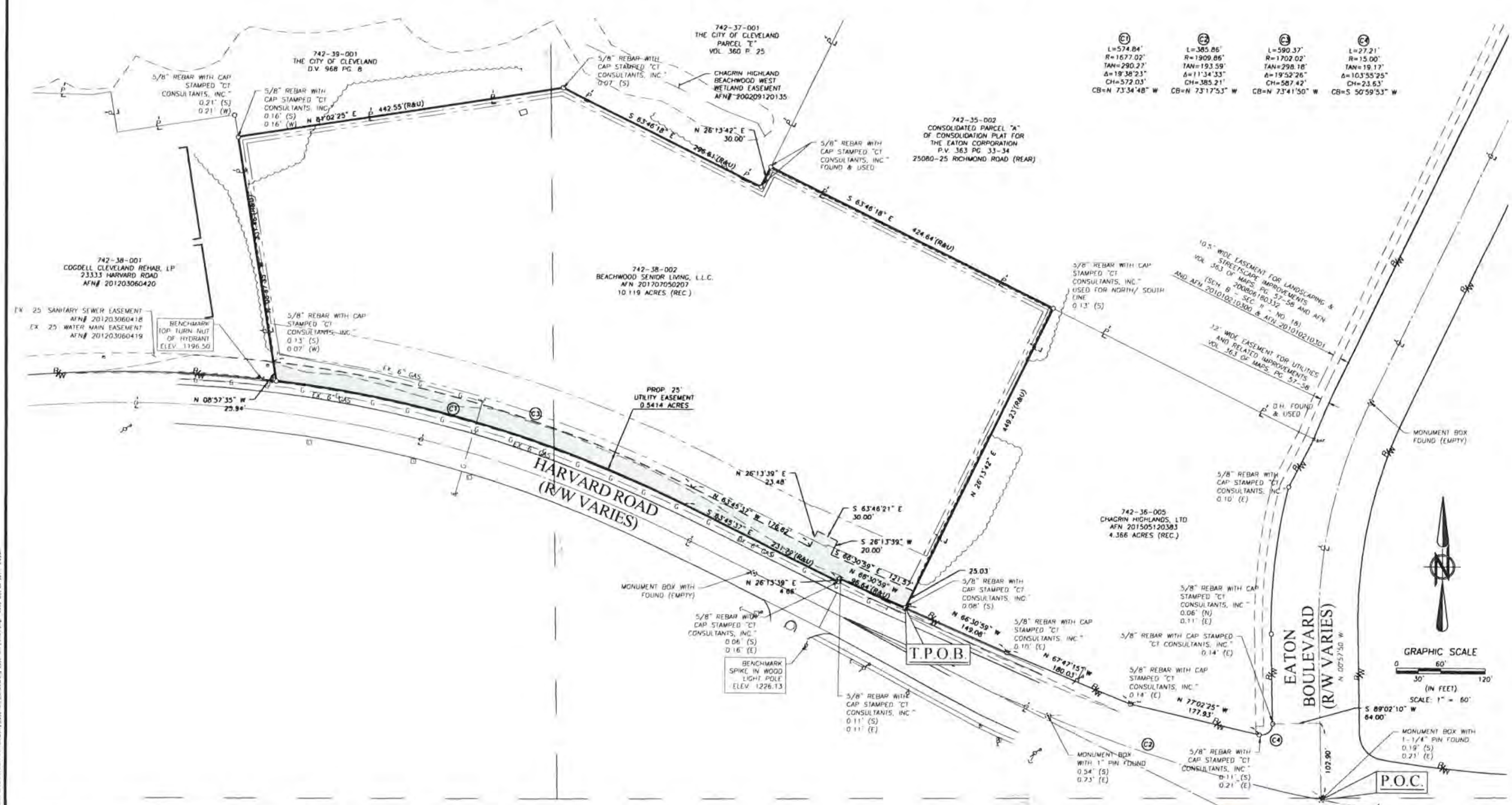
Containing within said bounds **0.5414 of an acre (23,584.70 s.f.)** of land, be the same more or less, but subject to all legal highways and easements of record as surveyed by Amy M. Kelly, P.S. 8469 for Bramhall Engineering & Surveying Company in October 2016. All bearings are intended to describe angles only. The basis of bearings used was a portion of the centerline of Eaton Boulevard which was assumed to be North 00° 57' 50" West.

The above intends to describe a 25 foot utility easement through a portion of Cuyahoga County Permanent Parcel Number 742-38-002.

STATE OF OHIO
AMY M. KELLY
S-8469
REGISTERED
PROFESSIONAL SURVEYOR
12/7/2017

UTILITY EASEMENT EXHIBIT

SITUATED IN CITY OF BEACHWOOD, COUNTY OF CUYAHOGA, AND STATE OF OHIO
AND KNOWN AS BEING PART OF ORIGINAL WARRENSVILLE TOWNSHIP LOT NUMBERS 68 & 69.



BASIS OF BEARINGS
A PORTION OF THE CENTERLINE OF EATON BOULEVARD WHICH WAS ASSUMED TO BE NORTH 00° 57' 50" WEST

AS SURVEYED BY BRAMHALL ENGINEERING & SURVEYING COMPANY IN OCTOBER 2016.

DATE	BY	DESCRIPTION
06/21/2017	AMK	ISSUE TO CLIENT

REVISIONS

DRAWN BY: JAD
CHECKED BY: AMK

BRAMHALL
ENGINEERING AND SURVEYING COMPANY
801 MOORE ROAD AVON, OHIO 44011
(440) 934 - 7878 (440) 934 - 7879 FAX

SHEET 1 OF 1
JOB NO. 16-4562

GPD GROUP®
Glaus, Pyle, Schomer, Burns & DeHaven, Inc.

Cleveland Office
5595 Transportation Blvd
Suite 100
Cleveland, OH 44125
tel 216.518.5544
fax 216.518.5545
www.gpdgroup.com

MEMORANDUM

2019119.01

To: Diane Calta, Director of Law

From: Joseph R. Ciuni, P.E. P.S.
Consulting City Engineer

Date: May 28, 2019

Re: Rose Senior Living – Water Main Easement

As a requirement of the Rose Senior Living Development on Harvard Road, the Developer had to extend the water main across the frontage of their property. The new water main has been installed all the way across the 10-acre parcel, in a proposed easement outside the public right-of-way of Harvard Road The attached document formalizes an Easement to the City of Beachwood and to the City of Cleveland, Division of Water for installing and maintaining a water main for the propose of supplying water service.

We have reviewed the easement, it meets all City of Beachwood and Cleveland Water Dept. standards and we hereby recommend approval.

CITY OF BEACHWOOD
INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Chris Arrietta, Public Works Director
DATE: 6/6/2019
SUBJECT: A Motion authorizing the Clerk to advertise for bids for the 2019 Asphalt and Concrete Patching Program

Mayor,

With your permission I would like to place this item on the July 1, 2019 Regular Council Agenda for approval.

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Martin S. Horwitz, Mayor and Alec Isaacson, Finance Chair
FROM: Larry Heiser, Finance Director 2AH
DATE: May 29, 2019
SUBJECT: Large area concrete patching

The proposed 2019 Capital Budget included $200,000 for large are patching. These monies were not included in the 2019 approved Capital Budget. After conversations with Chris Arrietta, Service Director, there are areas in the City of Beachwood needing repair. Therefore, this is a request to increase the 2019 appropriations in the Capital Improvements Fund (441) by $200,000 in order to move forward with the repairs. The City anticipates utilizing the unit pricing from the Tri-mor contract to complete the work.

Please let me know if you have any questions.

CITY OF BEACHWOOD
INTER-OFFICE MEMORANDUM

TO: Mayor Martin Horwitz
FROM: Chief Gary Haba *CH37*
DATE: 17 June 2019
SUBJECT: Phone/Radio Recording System

Our recording hardware/software has for many years been the Audiolog sytem. It records our 9-1-1, non-emergency phones, radio traffic and some other phones. The servers we have for the system are of 2008 vintage and according to Mr. Kaufman, will need to be replaced within the next year or so. The Audiolog version we have been using is outdated as well and in order to upgrade to a newer version called Verint, we would have to purchase almost every component to include servers, etc. The support for Audiolog through Sound Communications is less than admirable, and costs $5,191.16 per year. Earlier this year, we had an issue where the system went down for a few days, and we also had a couple of instances where the recordings were severely distorted. The support we received was slow and not to the satisfaction of our IT staff or our department. Mr. Kaufman, Dispatch Supervisor Joseph and I have been researching competitive products and discovered that many agencies are using the Eventide Nexlog 740 system. We participated in a demonstration of the software and it is much easier to use than our current system and has many more capabilities.

We were able to locate two local vendors who provide the Eventide system. One being Sound Communications and the other being Stephen Campbell Associates. Quotes were received from both vendors for the Eventide system including the modules we require and support for five years. The total cost from Stephen Campbell Associates is $39,369 ($24,169 plus $15,200 in future support). The total cost from Sound Communications is $40,778.08 ($24,955.96 plus $15,822.12 in future support). Stephen Campbell Associates can provide the same product and likely better support for a lower price.

Pricing the most recent version of the Audiolog system (Verint), that cost would be $19,646.25 plus support I assume similar to what we pay now. The Eventide system has many more features and can be saved, transferred and manipulated much better. Our support contract for Audiolog is up on 7/6/2019. I would normally recommend that we include an upgrade to the recording system in the 2020 police budget, but based on the recent issues with the system and the sub-par support when the issues occurred, I recommend that we upgrade the system now rather than wasting $5,191.16 on 7/6/2019 for inadequate support on an old system.

I spoke with Mr. Heiser, who agrees that the Eventide system is a better value with better support and that the immediate cost would not present a budgetary problem. I also spoke with Mr. Berns, who stated that this item should not require a committee meeting before being placed on a council agenda. I respectfully request that approval of a contract with Stephen Campbell Associates for providing the Eventide system for $24,169.00 be placed on the next available council agenda. Please contact me with any questions or concerns.

INTRODUCED BY: ORDINANCE NO. 2019-81

AN ORDINANCE ACCEPTING A QUOTATION FROM INTERACTION INSIGHT GLR, CORPORATION DBA STEPHEN CAMPBELL AND ASSOCIATES TO PURCHASE AN EVENTIDE NEXLOG 740 RECORDING SYSTEM AND APPLICATION SOFTWARE FOR THE CITY OF BEACHWOOD, OHIO POLICE DEPARTMENT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, two (2) quotations were received by the City of Beachwood for the of an Eventide Recording System and Application Software; and

WHEREAS, the quotation from Interaction Insight GLR, Corporation DBA Stephen Campbell and Associates was the lowest and best quotation received in an amount not to exceed Twenty Four Thousand One Hundred Sixty Nine Dollars and No/Cents ($24,169.00) for the purchase of one (1) Eventide Nexlog 740 Recording System, Application Software, and related equipment for use in City of Beachwood, Ohio Police Department.

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 Police Chief and the IT Manager, the quotation from Interaction Insight GLR, Corporation DBA Stephen Campbell and Associates, 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 Four Thousand One Hundred Sixty Nine Dollars and No/Cents ($24,169.00). The Mayor is hereby authorized and directed to accept the above quotation for the purchase of one (1) Eventide Nexlog 740 Recording System, Application Software, and related equipment for use in City of Beachwood, Ohio Police Department.

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 1st day of July, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 2nd day of July, 2019.

____

Clerk

Approval: I have approved this legislation this 2nd day of July, 2019, and filed it with the Clerk.

____

Mayor

STEPHEN CAMPBELL
ASSOCIATES

4807 Rockside Road; Suite 400
Independence, OH 44131
Phone: 800-768-8655
jpace@scaloggers.com

April 25, 2019

Craig Kaufman
Beachwood PD
2700 Richmond Road
Beachwood, OH 44122

Craig,

On behalf of Stephen Campbell Associates and Eventide, I would like to thank you and your staff for your time and courtesies extended to me to discuss your future recording needs. As you requested, I have enclosed the Eventide proposal based on the configuration that we spoke of, along with some options.

We are proud to inform you we are a corporate partner of the Ohio Association of Chiefs of Police and have enjoyed a valuable relationship for 20 years.

We would also like to extend our ***"Customer Satisfaction Guarantee"*** which simply means that if you are not completely satisfied with the equipment and it does not perform within the system's capabilities, you may return the equipment for a full refund of the purchase price of the system. When you purchase any of our recording systems, our training is on-going and at no charge for the life of the equipment.

Thank you again for your time and consideration. If you have any questions or need any anything further, please call me at 800.768.8655 or direct at 203.913.1078.

Sincerely,

John Pace

John Pace
Regional Manager

Stephen Campbell & Associates

PROPOSAL FOR

BEACHWOOD PD

EVENTIDE

- Eventide NexLog 740 Recording System and Application Software
- 16 Analog Channels
- 24 VoIP Channels
- Recording with MediaWorks Access Licenses for Eight Users
- Screen Recording for 5 Positions
- Built-In Redaction
- 911 NENA - ANI/ALI Integration
- The Chassis comes with:
  - (2) RAID-1 1TB Swappable Hard Drives
  - (1) DVD Drive
  - Dual Hot Swappable Power Supplies
  - Embedded Linux NexLog Base Software
  - Network Cards
  - Archiving to your NAS/SAN,
- One-Year (M-F, 9-5) Remote and Onsite Support
- Project Management & Testing
- On-Site and Remote Installation
- **Unlimited** On-Site and Remote Training for the life of the system.

Total for NEW Eventide System .... = **$24,169.00**

OPTIONS:

TAC CAD Integration = $3,495.00*

8 pack MediaWorks MOBILE (web) concurrent license = $795.00

Enhanced Reporting Package = $995.00

GeoFencing Software = $995.00

Quality Assurance Program (20 Dispatchers) = $2,600.00

INSTALLATION

Data Stream for ANI/ALI must be provided. The installation charge is included in above pricing, providing your telephone personnel supply the proper audio to the system's physical location. For the VoIP, it will be necessary to have your IT/Radio technicians configure the span port and be available during the installation.

Price might vary & only "If" Tom Craven from TAC agrees to work with Eventide

****Please note:*** Pricing exclusive of taxes and good for 90 days from date quoted.

Gary Haba

From: Craig Kaufman
Sent: Monday, March 4, 2019 07:21
To: Gary Haba
Subject: FW: Proposal for a NEW Eventide Recording System

Here are the support contract prices for the new recorder. Let me know what you think and can do another demo.

Thanks

From: John Pace [mailto:jpace@scaloggers.com]
Sent: Friday, March 01, 2019 4:17 PM
To: Craig Kaufman
Subject: RE: Proposal for a NEW Eventide Recording System

Craig,

Support contracts, Based on the attached proposal is:

- Years 2 & 3 = $3,600.00
- Years 4 & 5 = $4,000.00

Sincerely,

John Pace

Regional Director
Stephen Campbell Associates
Direct 216.292.7121 Ext. 113
Toll Free 800.768.8655 Ext. 113
Mobile 203.913.1078
jpace@scaloggers.com
www.scaloggers.com

STEPHEN CAMPBELL
ASSOCIATES

From: Craig Kaufman [mailto:Craig.Kaufman@beachwoodohio.com]
Sent: Thursday, February 28, 2019 11:42 AM
To: John Pace
Subject: RE: Proposal for a NEW Eventide Recording System

John,

How much is the yearly maintenance?

Thanks

Craig Kaufman
IT Manager
(216) 595-3711 - *Office*
(216) 292-1912 - Fax
Craig.Kaufman@beachwoodohio.com

25325 Fairmount Blvd
Beachwood, Ohio 44122

City of Beachwood

From: John Pace [mailto:jpace@scaloggers.com]
Sent: Wednesday, February 27, 2019 6:06 PM
To: Craig Kaufman
Subject: Proposal for a NEW Eventide Recording System

February 27, 2019

Mr. Craig Kaufman
Beachwood PD

Craig,

Thanks again for your and your staff's time the other day, Attached is the proposal for the replacement of your current Verint recording system with a NEW Eventide Recording System. I did speak with Tom from TAC but he was a little wishy washy about the idea of integrating with Eventide, but only time will tell and maybe you can help pushing him into it.

I will show you the screen capture NEXT week PROMISE!

Please review the attached proposal and call me with any question; I look forward to having Beachwood FINALLY as a customer & Steve says hi!

Below is the information I spoke with you about some of the critical reasons that Stephen Campbell & Associates has been so successful selling Eventide:

- **SCA is the #1** Recording Dealer in **Ohio**
- **SCA** has over **520** Customers in **Ohio.**
- **SCA** does **NOT** sell any other technology. We are **100% Voice Recorders.**
- **#1 Eventide** Dealer in **Ohio**
- **#2 Eventide** Dealer in **USA**
- **Only Eventide Dealer in Ohio** with **Remote Access (NMA)** to Eventide systems for rapid response to its customers, providing Remote Alarming and Access VPN Service and Software Support/Coverage; it gives us "Real Time" alerting and remote access into Eventide recorders
- **10 – Eventide** Factory Trained Service Technicians
- **100%** of our technicians are recorder techs

Thank you again for your consideration, have a great and safe week.

Sincerely,

John Pace

Regional Director
Stephen Campbell Associates
Direct 216.292.7121 Ext. 113
Toll Free 800.768.8655 Ext. 113
Mobile 203.913.1078
jpace@scaloggers.com
www.scaloggers.com

Eventide® TOP TIER NexLog Reseller

STEPHEN CAMPBELL ASSOCIATES

A VOICE LOGGING QUOTATION FOR:

Eventide®

Craig Kaufman
Beachwood Police Department
216-595-3711
craig.kaufman@beachwoodohio.com

Request for Proposal
Logging Recording Equipment
Exhibit A

Presented By:

SoundCOMMUNICATIONS Eventide TOP TIER NexLog Reseller	**Kristi Perozzi** kperozzi@soundcommunications.com Sound Communications Inc. **800-556-8556 ext. 9056** **614-875-8179 FAX** www.soundcommunications.com

NOTE: At all times, Customer is responsible for all hardware, software and services required to establish the technical environment necessary to operate the products specified in this quote. SCI shall not be responsible for performing any obligations associated with this quote unless and until a final quote is issued, and SCI accepts an order from Customer for such products and services. This quote expires in 45 days from the above quoted date. The pricing quoted does not include shipping, customers brokerage, insurance, duties, excise, sales, or other taxes or similar charges.

Wednesday, April 24, 2019

Exhibit A

NexLog 740 Quotation

Date: April 24, 2019
End-User: Beachwood Police Department
Prepared by: Kristi Perozzi
Quote ID: Beachwood NL740 - 32 042319DCC

Pricing Valid 45 Days

Notes: NexLog 740 Linux Embedded - 32 Channels (16 Analog channels, 16 VoIP), 10 Desktop Screen Recording, 8 Concurrent MediaWorks Plus Replay and/or Instant Recall Licenses, Enhanced Reporting.

Part Number	Description	QTY	List Price (Each)	List Price (Extended)	Beachwood PD Discounted (Each)	Beachwood PD Discounted Price (Extended)
Eventide NL740 Server Platform						
SCI-740-NexLog	**NexLog 740** base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager.	1	$7,995.00	$7,995.00	$5,596.50	$5,596.50
SCI-740-105302	Front Panel without display for NexLog 740	1	$0.00	$0.00	$0.00	$0.00
SCI-740-108233	Dual hot-swap power supplies, 120/240VAC (standard)	1	$0.00	$0.00	$0.00	$0.00
SCI-740-105311	Upgrade to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage	1	$1,600.00	$1,600.00	$1,120.00	$1,120.00
SCI-740-RDX500	Upgrade 740 to 1xRDX (with 500GB Cartridge) + 1xDVD-RAM Drive RDX is a disk-based removable storage format supporting ruggedized cartridges to help ensure data security for both onsite and offsite storage. RDX Technology provides a more robust local archival solution than any of the previous DAT, DVD, Blu-Ray or other local storage options and provide greater overall ROI - Cartridges can be used for months without filling up. ■ Rugged cartridge protects data from drops, ESD and harsh environmental conditions for secure archiving/transportation/archiving ■ Choice of 160 GB to 1TB capacity removable disk cartridges (interchangeable in any RDX or RD1000 docking station) ■ Portable, durable, and shock proof cartridges enable easy off site archiving and disaster recovery ■ Disk cartridges designed for long usage life – over 5,000 load/unload insertions, compatible with future generation cartridges; Up to 30 years shelf life for archiving	1	$680.00	$680.00	$496.40	$496.40
SCI-740-324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740)	1	$360.00	$360.00	$252.00	$252.00
	Eventide NL740 Server Platform Subtotal			$10,635.00		$7,464.90
Channel Input Cards and Licenses						
SCI -NL-271052	Internal IP Recorder with First 8 G.711 Channels	1	$3,850.00	$3,850.00	$2,695.00	$2,695.00
SCI -NL-271035	QTY of add'l Internal IP G.711 8-Channel license packs	1	$1,750.00	$1,750.00	$1,225.00	$1,225.00
SCI-NL-105284-016	16 - Channel Analog Card with 16 Channel Licenses	1	$4,000.00	$4,000.00	$2,800.00	$2,800.00
SCI-NL-324772	Dual Port 100MB/1000 PCIe Network Card (for NexLog 740 only - Max QTY 1)	1	$490.00	$490.00	$343.00	$343.00
	Channel Input Cards and Licenses Subtotal			$10,090.00		$7,063.00
Recording-Related Items and Licenses						
SCI-NL-264242-003	9 ft. Cable for Analog or Digital PBX card:	1	$92.00	$92.00	$64.40	$64.40
	Recording-Related Items Subtotal			$92.00		$64.40
Web Access Playback Software & Licensing						
SCI-NL-271083	8 pack MediaWorks PLUS (web) concurrent license	1	$995.00	$995.00	$696.50	$696.50

SCI-NL-115021	Enhanced Reporting Package	1	$995.00	$995.00	$696.50	$696.50
	Software & Licensing Subtotal			$1,990.00		$1,393.00

Screen Recording & Quality Monitoring Software & Licensing

SCI-NL-105371	Screen Recording for 10 PCs (Requires MediaWorks PLUS)	1	$3,000.00	$3,000.00	$2,100.00	$2,100.00
SCI-NL- 271112	Quality Assurance "Word Factor" option (May Help to Identify Candidate Calls for Evaluation; US English only, Experimental/Free)	1	$0.00	$0.00	$0.00	$0.00
	Software Subtotal			$3,000.00		$2,100.00

Integration and Interface Licensing

SCI-NL-209029	911 NENA ANI/ALI CAD Spill Integration - USA/Canada only	1	$3,495.00	$3,495.00	$2,446.50	$2,446.50
	Subtotal			$3,495.00		$2,446.50

Maintenance & Support

SCI-NL-3312	Maintenance (AMC) with Hardware Support (if applicable).• Renewable annually, the AMC includes any regularly released patches and/or bug fixes, and Service releases to the software under the paid period. • Excluded from the AMC upgrade plan are new products, major version release and services or upgrades to modules that require third-party licensing.	1		$5,274.36		$2,344.16
	Support Maintenance Subtotal			$5,274.36		$2,344.16

Professional Services

SCI-NL-3087	On-site or remote installation and all system configuration and testing. For on-site activities, any travel and expenses will be billed at cost. Work to be performed during normal business hours (M-F, 8:00am-5:00pm)	1	$2,400.00	$2,400.00	$1,560.00	$1,560.00
SCI-NL-3090	Training performed by Eventide-Certified Engineer Standard training bundle includes End-User, and Application Administration sessions. For on-site activities, any travel related expenses and/or per diem will be billed to the customer at cost.	1	$500.00	$500.00	$325.00	$325.00
SCI-NL-PM	Project Manager (per site)	1	$300.00	$300.00	$195.00	$195.00
	Installation & Training			$3,200.00		$2,080.00

System Solution Total	$37,776.36	**$24,955.96**

This budgetary quote does not reflect a complete solution discovery by Solutions Engineer. As such, SCI is not bound to this estimate as further investigation could affect the final price. At all times, Customer is responsible for any hardware, software and services (not defined in this proposal) required to establish the technical environment necessary to operate the products specified in this quote. SCI shall not be responsible for performing any obligations associated with this budgetary quote unless and until such is designated as final, and SCI accepts an order from Customer for such products and services. Unless otherwise specified. this budgetary quote expires in 45 days from the above quoted date. Except where specified, pricing does not include shipping, customs, brokerage, insurance, duties, excise, sales, or other taxes or similar charges. Customer is responsible for and shall reimburse SCI for all reasonable out-of-pocket expenses incurred by SCI in the performance of the services relating to this Order. Services/ Travel & Expenses if applicable (Actual T&E Billed separately as incurred).

NexLog 740 Optional Enhancements

Date: April 24, 2019
End-User: Beachwood Police Department
Prepared by: Kristi Perozzi
Quote ID: Beachwood NL740 - 32 042319DCC
Notes: Optional Enhancements & Additions

Pricing Valid 45 Days

Part Number	Description	QTY	List Price (Each)	List Price (Extended)	Discounted (Each)	Discounted Price (Extended)
Eventide Server Platforms						
SCI-740-105301	Integrated 7" Color LCD Touch Screen Display for NexLog 740	1	$1,295.00	$1,295.00	$906.50	$906.50
SCI-NL-271111	Eventide MP3 option for MediaWorks PLUS	1	$195.00	$195.00	$136.50	$136.50
SCI-NL-271148	Eventide Encryption-At-Rest option	1	$995.00	$995.00	$696.50	$696.50
SCI-NL- 271076	Additional Screen Recording 5 PC license pack	1	$500.00	$500.00	$350.00	$350.00
SCI-NL- 271077	Quality Factor Software: FIRST 20 Agents (Requires MediaWorks PLUS)	1	$2,500.00	$2,500.00	$1,750.00	$1,750.00
SCI-NL-271167	Pack and Go Feature - For Export of Incident along with Packaged Windows-installable Player	1	$495.00	$495.00	$346.50	$346.50

This budgetary quote does not reflect a complete solution discovery by Solutions Engineer. As such, SCI is not bound to this estimate as further investigation could affect the final price. At all times, Customer is responsible for any hardware, software and services (not defined in this proposal) required to establish the technical environment necessary to operate the products specified in this quote. SCI shall not be responsible for performing any obligations associated with this budgetary quote unless and until such is designated as final, and SCI accepts an order from Customer for such products and services. Unless otherwise specified. this budgetary quote expires in 45 days from the above quoted date. Except where specified, pricing does not include shipping, customs, brokerage, insurance, duties, excise, sales, or other taxes or similar charges. Customer is responsible for and shall reimburse SCI for all reasonable out-of-pocket expenses incurred by SCI in the performance of the services relating to this Order. Services/ Travel & Expenses if applicable (Actual T&E Billed separately as incurred).

Exhibit A

Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

www.soundcommunications.com

Annual Maintenance & Support Coverage Offer & Acceptance

Sound Communications, Inc., is pleased to provide this renewal of Maintenance & Support Coverage on your Eventide Recording System at the level shown below. To maintain your coverage with no lapses, we must receive your Renewal via fax, email, or standard mail, by no later than midnight of the date shown. In addition, Payment must be received by no later than 10 days after the renewal date, or coverage may lapse. If you would like to discuss other coverage options, or are considering a change to service on a time and materials basis please contact us at the number shown above. Our current support rates are shown below. Please be aware that customers covered by an Annual Maintenance & Support plan always receive priority queuing for support requests. In addition, guaranteed response times are only offered in conjunction with maintenance and support agreements. Please refer to the accompanying current Terms & Conditions document for more information.

Customer Name: Beachwood Police Department
Billing Contact Name: Craig Kaufman
Billing Address:
System Location (if different):
Coverage Dates: **Years 2 & 3**

Phone: 216-595-3711
E-Mail: craig.kaufman@beachwood
System Identifier: New System Quote

Plan Level: Standard
Plan Cost: $7,618.52

This Offer extended on behalf of Sound Communications, Inc., by: James W. Jacobs
James W. Jacobs, Controller

By my signature below, I affirm that I am authorized to accept, and do accept, this Offer on behalf of my organization. We agree to the payment terms as outlined in the Terms & Conditions.

Signature: ______________ Date: ______________

(if different from Billing Contact above, please provide new information below)

PO#: ______________

	Billing Contact (if different)	System Supervisor
Name:		
Phone:		
Fax:		
Email:		
Cell (optional):		

SCI Hourly Support Rates as of: 1/1/2018

	Business	After-hours	Weekend & Holiday
Phone	$105.00	$145.00	$230.00
Remote Access	$125.00	$175.00	$260.00
In-House	$115.00	$160.00	$245.00
Onsite	$185.00	$265.00	$350.00
Trip Charge	$150.00	$200.00	$250.00

Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

www.soundcommunications.com

Annual Maintenance & Support Coverage: Standard Plan

Item	Description		Price
New System Quote	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager.		
	Front Panel without display for NexLog 740		
	Dual hot-swap power supplies, 120/240VAC (standard)		
	Upgrade to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage		
	Upgrade 740 to 1xRDX (with 500GB Cartridge) + 1xDVD-RAM Drive		
	Rack Mount Slides - 4 Post, 3U (for NexLog 740)		
	Internal IP Recorder with First 8 G.711 Channels		
	QTY of add'l Internal IP G.711 8-Channel license packs		
	16 - Channel Analog Card with 16 Channel Licenses		
	Dual Port 100MB/1000 PCIe Network Card (for NexLog 740 only - Max QTY 1)		
	9 ft. Cable for Analog or Digital PBX card:		
	8 pack MediaWorks PLUS (web) concurrent license		
	Enhanced Reporting Package		
	Screen Recording for 10 PCs (Requires MediaWorks PLUS)		
	Quality Assurance "Word Factor" option (May Help to Identify Candidate Calls for Evaluation; US English only, Experimental/Free)		
	911 NENA ANI/ALI CAD Spill Integration - USA/Canada only		
	Annual Standard Maintenance & Support Total		$3,955.77

Standard Maintenance & Support Coverage provides standard service pack releases and emergency software patches, and phone/remote support during regular business hours (Monday-Friday, 8:00am-5:00pm ET). System hardware is covered for repair or replacement when the server is shipped to SCI for diagnostic troubleshooting. For additional service contract provisions, refer to the Terms & Conditions.

Exhibit A

Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

www.soundcommunications.com

Annual Maintenance & Support Coverage: Enhanced Plan

Item	Description		Price
New System Quote	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager.		
	Front Panel without display for NexLog 740		
	Dual hot-swap power supplies, 120/240VAC (standard)		
	Upgrade to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage		
	Upgrade 740 to 1xRDX (with 500GB Cartridge) + 1xDVD-RAM Drive		
	Rack Mount Slides - 4 Post, 3U (for NexLog 740)		
	Internal IP Recorder with First 8 G.711 Channels		
	QTY of add'l Internal IP G.711 8-Channel license packs		
	16 - Channel Analog Card with 16 Channel Licenses		
	Dual Port 100MB/1000 PCIe Network Card (for NexLog 740 only - Max QTY 1)		
	9 ft. Cable for Analog or Digital PBX card:		
	8 pack MediaWorks PLUS (web) concurrent license		
	Enhanced Reporting Package		
	Screen Recording for 10 PCs (Requires MediaWorks PLUS)		
	Experimental/Free)		
	911 NENA ANI/ALI CAD Spill Integration - USA/Canada only		
		Annual Enhanced Maintenance & Support Total	$4,541.81

Enhanced Maintenance & Support Coverage provides repair or replacement of hardware, standard service pack releases and emergency software patches, and phone/remote/onsite support during extended hours (Monday-Friday, 8:00am-8:00pm ET). For additional service contract provisions, refer to the Terms & Conditions.

Exhibit A

Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

www.soundcommunications.com

Annual Maintenance & Support Coverage: Premier Plan

Item	Description		Price
New System Quote	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager.		
	Front Panel without display for NexLog 740		
	Dual hot-swap power supplies, 120/240VAC (standard)		
	Upgrade to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage		
	Upgrade 740 to 1xRDX (with 500GB Cartridge) + 1xDVD-RAM Drive		
	Rack Mount Slides - 4 Post, 3U (for NexLog 740)		
	Internal IP Recorder with First 8 G.711 Channels		
	QTY of add'l Internal IP G.711 8-Channel license packs		
	16 - Channel Analog Card with 16 Channel Licenses		
	Dual Port 100MB/1000 PCIe Network Card (for NexLog 740 only - Max QTY 1)		
	9 ft. Cable for Analog or Digital PBX card:		
	8 pack MediaWorks PLUS (web) concurrent license		
	Enhanced Reporting Package		
	Screen Recording for 10 PCs (Requires MediaWorks PLUS)		
	Experimental/Free)		
	911 NENA ANI/ALI CAD Spill Integration - USA/Canada only		
	Annual Premier Maintenance & Support Total		$5,127.85

Premier Maintenance & Support Coverage provides repair or replacement of all covered hardware; standard service pack releases and emergency software patches; phone/remote/onsite support on a 24/7/365 basis; one annual training session (web-delivery or at Sound Communications) upon request; and one annual remote system inspection and maintenance check upon request. For additional service contract provisions, refer to the Terms & Conditions.

Exhibit A

Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

www.soundcommunications.com

Annual Maintenance & Support Coverage Offer & Acceptance

Sound Communications, Inc., is pleased to provide this renewal of Maintenance & Support Coverage on your Eventide Recording System at the level shown below. To maintain your coverage with no lapses, we must receive your Renewal via fax, email, or standard mail, by no later than midnight of the date shown. In addition, Payment must be received by no later than 10 days after the renewal date, or coverage may lapse. If you would like to discuss other coverage options, or are considering a change to service on a time and materials basis please contact us at the number shown above. Our current support rates are shown below. Please be aware that customers covered by an Annual Maintenance & Support plan always receive priority queuing for support requests. In addition, guaranteed response times are only offered in conjunction with maintenance and support agreements. Please refer to the accompanying current Terms & Conditions document for more information.

Customer Name: Beachwood Police Department
Phone: 216-595-3711
Billing Contact Name: Craig Kaufman
E-Mail: craig.kaufman@beachwood
Billing Address:
System Location (if different):
Coverage Dates: **Years 2, 3, 4 & 5**
System Identifier: New System Quote

Plan Level: Standard
Plan Cost: $14,064.96

This Offer extended on behalf of Sound Communications, Inc., by: *James W. Jacobs*
James W. Jacobs, Controller

By my signature below, I affirm that I am authorized to accept, and do accept, this Offer on behalf of my organization. We agree to the payment terms as outlined in the Terms & Conditions.

Signature: ____________________ Date: ____________________

(if different from Billing Contact above, please provide new information below)

PO#: ____________________

	Billing Contact (if different)	System Supervisor
Name:		
Phone:		
Fax:		
Email:		
Cell (optional):		

SCI Hourly Support Rates as of: 1/1/2018

	Business	After-hours	Weekend & Holiday
Phone	$105.00	$145.00	$230.00
Remote Access	$125.00	$175.00	$260.00
In-House	$115.00	$160.00	$245.00
Onsite	$185.00	$265.00	$350.00
Trip Charge	$150.00	$200.00	$250.00

Exhibit A

Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

www.soundcommunications.com

Annual Maintenance & Support Coverage: Standard Plan

Item	Description		Price
New System Quote	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager.		
	Front Panel without display for NexLog 740		
	Dual hot-swap power supplies, 120/240VAC (standard)		
	Upgrade to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage		
	Upgrade 740 to 1xRDX (with 500GB Cartridge) + 1xDVD-RAM Drive		
	Rack Mount Slides - 4 Post, 3U (for NexLog 740)		
	Internal IP Recorder with First 8 G.711 Channels		
	QTY of add'l Internal IP G.711 8-Channel license packs		
	16 - Channel Analog Card with 16 Channel Licenses		
	Dual Port 100MB/1000 PCIe Network Card (for NexLog 740 only - Max QTY 1)		
	9 ft. Cable for Analog or Digital PBX card:		
	8 pack MediaWorks PLUS (web) concurrent license		
	Enhanced Reporting Package		
	Screen Recording for 10 PCs (Requires MediaWorks PLUS)		
	Quality Assurance "Word Factor" option (May Help to Identify Candidate Calls for Evaluation; US English only, Experimental/Free)		
	911 NENA ANI/ALI CAD Spill Integration - USA/Canada only		
	Annual Standard Maintenance & Support Total		$3,955.77

Standard Maintenance & Support Coverage provides standard service pack releases and emergency software patches, and phone/remote support during regular business hours (Monday-Friday, 8:00am-5:00pm ET). System hardware is covered for repair or replacement when the server is shipped to SCI for diagnostic troubleshooting. For additional service contract provisions, refer to the Terms & Conditions.

Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

www.soundcommunications.com

Annual Maintenance & Support Coverage: Enhanced Plan

Item	Description		Price
New System Quote	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager.		
	Front Panel without display for NexLog 740		
	Dual hot-swap power supplies, 120/240VAC (standard)		
	Upgrade to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage		
	Upgrade 740 to 1xRDX (with 500GB Cartridge) + 1xDVD-RAM Drive		
	Rack Mount Slides - 4 Post, 3U (for NexLog 740)		
	Internal IP Recorder with First 8 G.711 Channels		
	QTY of add'l Internal IP G.711 8-Channel license packs		
	16 - Channel Analog Card with 16 Channel Licenses		
	Dual Port 100MB/1000 PCIe Network Card (for NexLog 740 only - Max QTY 1)		
	9 ft. Cable for Analog or Digital PBX card:		
	8 pack MediaWorks PLUS (web) concurrent license		
	Enhanced Reporting Package		
	Screen Recording for 10 PCs (Requires MediaWorks PLUS)		
	Experimental/Free)		
	911 NENA ANI/ALI CAD Spill Integration - USA/Canada only		
		Annual Enhanced Maintenance & Support Total	$4,541.81

Enhanced Maintenance & Support Coverage provides repair or replacement of hardware, standard service pack releases and emergency software patches, and phone/remote/onsite support during extended hours (Monday-Friday, 8:00am-8:00pm ET). For additional service contract provisions, refer to the Terms & Conditions.

Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

www.soundcommunications.com

Annual Maintenance & Support Coverage: Premier Plan

Item	Description	Price
New System Quote	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager.	
	Front Panel without display for NexLog 740	
	Dual hot-swap power supplies, 120/240VAC (standard)	
	Upgrade to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage	
	Upgrade 740 to 1xRDX (with 500GB Cartridge) + 1xDVD-RAM Drive	
	Rack Mount Slides - 4 Post, 3U (for NexLog 740)	
	Internal IP Recorder with First 8 G.711 Channels	
	QTY of add'l Internal IP G.711 8-Channel license packs	
	16 - Channel Analog Card with 16 Channel Licenses	
	Dual Port 100MB/1000 PCIe Network Card (for NexLog 740 only - Max QTY 1)	
	9 ft. Cable for Analog or Digital PBX card:	
	8 pack MediaWorks PLUS (web) concurrent license	
	Enhanced Reporting Package	
	Screen Recording for 10 PCs (Requires MediaWorks PLUS)	
	Experimental/Free)	
	911 NENA ANI/ALI CAD Spill Integration - USA/Canada only	
	Annual Premier Maintenance & Support Total	$5,127.85

Premier Maintenance & Support Coverage provides repair or replacement of all covered hardware; standard service pack releases and emergency software patches; phone/remote/onsite support on a 24/7/365 basis; one annual training session (web-delivery or at Sound Communications) upon request; and one annual remote system inspection and maintenance check upon request. For additional service contract provisions, refer to the Terms & Conditions.

Sound COMMUNICATIONS

Eventide®

NexLog

COMMUNICATIONS RECORDERS

Advanced Recording Solutions for Mission-Critical Communications

NG9-1-1 • P25 Radio • DMR • IP Dispatch • ATC/ATM

Incident Reconstruction • Instant Recall • Mobile

Quality Assessment • Screen Recording • Reporting

VoIP • SIP • Digital • Analog • T1/E1 • ISDN • ED137

NexLog ▶ COMMUNICATIONS RECORDERS

Public safety, government, institutional and industrial customers at thousands of locations worldwide trust Eventide's mission-critical recording systems to securely and reliably record, protect and reconstruct their most important interactions and related data.

▶ *NexLog Communications Recorders*

NexLog systems are Linux-hardened recording platforms with multiple levels of redundancy, an embedded SQL database and up to 12 TeraBytes of internal storage. Archiving options include Blu-ray, DVD-RAM, RDX, USB, network attached storage, and auto-replication between recorders.

NexLog recorders feature multi-tier security, comprehensive user auditing and a web-based configuration management tool. NexLog systems offer support for password policies, Active Directory authentication and SNMP notifications.

Next Generation 9-1-1 recording and logging options include support for the i3 SIPREC interface.

NexLog 740

Channel capacity:
Up to 120 Analog or Digital, 240 T1 or E1, 560 VoIP, 240+ P25/DMR

Rack-mountable (3U)

NexLog 840

Channel capacity:
Up to 240 Analog or Digital, 240 T1 or E1, 560 VoIP, 240+ P25/DMR

Rack-mountable (4U)

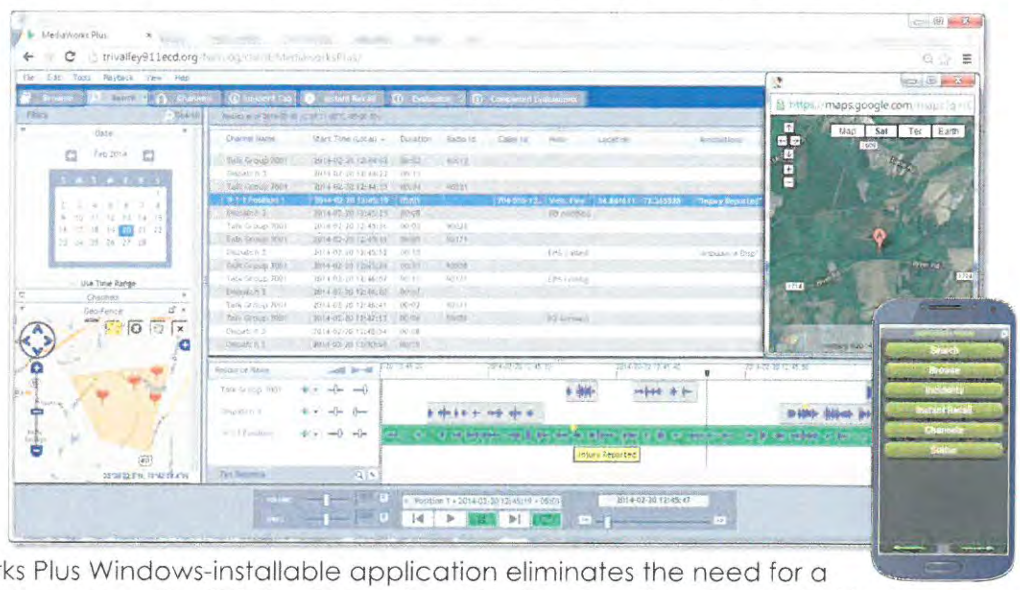
The innovative **NexLog Access Bridge** feature lets you link multiple NexLog communications recorders together for a unified search, replay and incident management experience.

▶ *MediaWorks PLUS Software: Incident Reconstruction, Instant Recall and More!*

MediaWorks PLUS software provides a complete set of tools for search, replay, instant recall, incident reconstruction, export and much more. The MediaWorks Plus web-browser interface allows secure SSL access from Windows & Mac computers as well as Android & Apple iOS tablets & phones, using Chrome, Firefox, IE or Edge. Eventide also offers a MediaWorks Plus Windows-installable application, which provides the same capabilities. Features of both include multi-parameter search, live monitor, graphical time-line, geo-fence, pitch-corrected variable speed, waveform displays, notes, loop play-back, skip forward/back, playback AGC, screen and multimedia replay, text and TDD replay, MP3 option, and the ability to show call locations on a map*.

MediaWorks PLUS software provides a comprehensive set of **Incident Management Tools** including:

- Create an incident
- Add incident name
- Add notes
- Attach other media
- Word/Phrase search
- Redact audio
- Split audio clips
- Merge audio clips
- Obfuscate audio
- Audio annotations
- Text annotations
- Protect calls
- Talking time & date
- Incident permissions
- Save the incident
- Export the incident
- Email the incident



The available MediaWorks Plus Windows-installable application eliminates the need for a desktop browser, and also serves as the **Off-Line Player** for validation & replay of exported incidents.

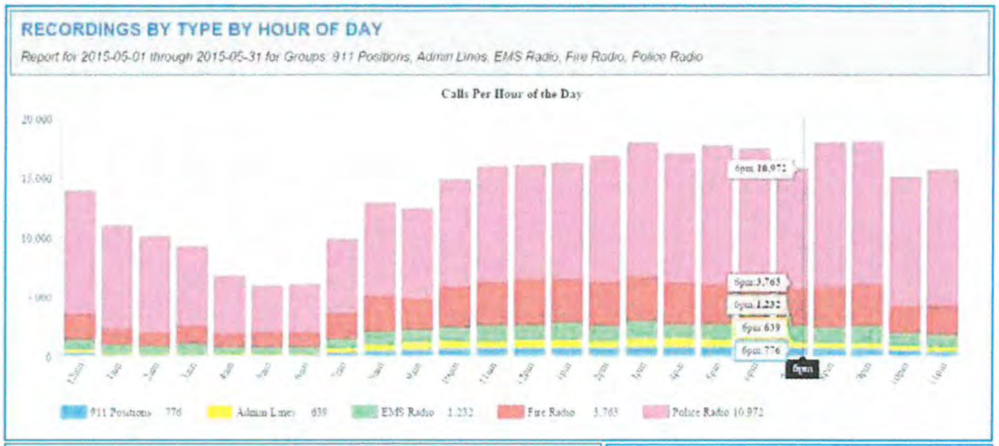
Eventide®

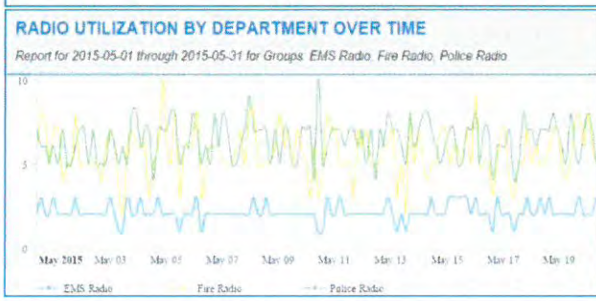
▶ *Enhanced Reports Package*

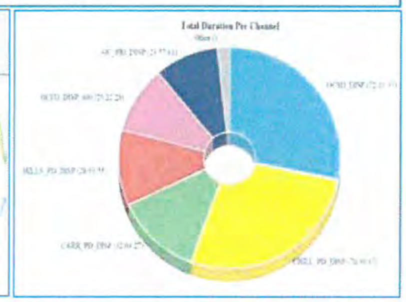
The highly-flexible Enhanced Reporting option is pre-loaded with standard reports, or you can easily build custom reports.

Reports are delivered automatically to users at designated times, days and intervals.

Enhanced Reports get actionable information to supervisors and directors when they need it, increasing awareness and potentially changing the outcomes of critical situations.





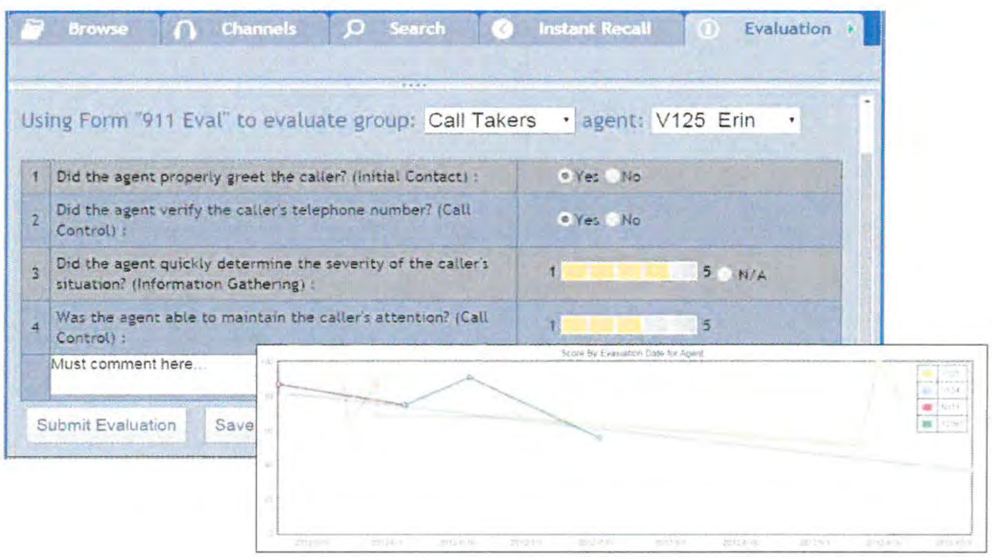


▶ *Quality Factor Software: Quality Assessment and Reporting*

Quality Factor software enables your QA team to efficiently measure performance trends and identify skills that need improvement.

The integrated form builder lets you easily create evaluation forms and questions that are optimized for your center's specific needs.

Quality Factor reports let you view quality improvement trends by agent and group.



▶ *Screen Recording: Enhance Your Quality Assessment Process*

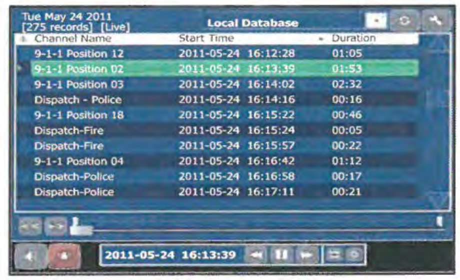
NexLog PC screen recording helps document the important activities (including multi-media interactions) that occur during call handling and dispatch, and allows supervisors to visually evaluate the accuracy each team member's usage of critical software applications such as CAD and EMD.

NexLoG ▸ COMMUNICATIONS RECORDERS

▸ LCD Touch Screen

The front panel touch screen option lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status and configure the system.

Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

▸ NexLog Recording Interfaces

RADIO SYSTEMS:
Motorola ASTRO 25
Motorola SmartNet
Motorola SmartZone
Motorola MotoTrbo
Motorola Dimetra IP
Motorola MDC1200
Harris VIDA P25 SR10A+
ISSI for P25 Trunked
EF Johnson ATLAS P25
Tait P25 Trunked
Tait/Harris DMR Tier III
Tait/Harris DMR Tier II
Tait MPT-IP
Sepura/Flyde DMR III
Sepura/Fylde MPT1327
ICOM iDAS Conv.
Kenwood NexEdge

9-1-1 SYSTEMS:
NG 9-1-1 (i3 SIPREC)
West (Intrado) VIPER
AirBus VESTA 4
Zetron MAX Call Taking
Zetron Series 3200
Solacom Guardian
Emergitech IP9-1-1
Emergency Call Works
TCS (microDATA)
Contact closure option
and more!

DISPATCH SYSTEMS:
Zetron MAX Dispatch
Zetron ACOM
Zetron DCS-5020
AVTEC Scout
Motorola MCC7500
Harris Symphony
Telex Radio Dispatch
Telex IP-223 and IP-224
Omnitronics
Catalyst IP | Console
Harris C4i SwitchPlus IP
PENTA cPCx
CTI RadioPro Dispatch
Cisco IPICS
CSS Mindshare
and more!

TELEPHONE SYSTEMS:
VoIP and SIP phones
Digital telephones
Analog telephones
2 or 4-wire analog lines
Analog & CAMA trunks
T1, E1, and ISDN trunks
SIP trunks

ATM/ATC SYSTEMS:
ED137B/C-Part 4 (VoIP)
2 or 4-wire analog
T1 and E1 circuits

Visit www.eventidecommunications.com for full product details and the latest news.

▸ Air Traffic Management and ED-137

NexLog systems can record from all types of ATC/ATM audio sources, including controller working positions (CWP), VCCS, GRS, ambient audio, and telephones. NexLog systems support the ED-137B/C-Part 4 (VoIP) recording interface. Eventide is a particpant in EUROCAE WG-67 and the EUROCONTROL VOTE group.

▸ Synchronized Replay for ATC/ATM

NexLog recorders can interface with Thales' airspace navigation systems for synchronized replay of audio and CWP scenarios. NexLog systems can directly record CWP screens and provide synchronized replay of recorded CWP screens and recorded audio. NexLog API options are also available for third-party replay synchronization projects.

▸ Redundancy

NexLog systems offer redundant power supplies, redundant disk drives and redundant archive drives, as well as redundant geo-diverse network archiving.

NexLog recorders are available in sets of multiple units for Active+Active redundant recording or for automatic replication between recorders.

 Some features listed are extra-cost options. Capacities are for 3000-series units. Check with Eventide for hybrid (mixed-type) channel capacities, and for pre-sales review of digital telephone, LMR, VoIP telephone, and VoIP codec compatibility.
* View Location requires coordinates to be delivered to recorder (as typically provided for E911 Cellular calls); requires Chrome browser and access to Google Maps.

Eventide® Sound Communications Inc. 800.556.8556 www.soundcommunications.com

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SoundCOMMUNICATIONS

About Us

Since 1983, Sound Communications has been supplying cutting-edge digital video and audio recording systems to enhance call center and public safety center systems. Our advanced hardware, software, expert consultation and 24/7 technical expertise have provided effective business solutions for leading companies nationwide.

State-of-the-art recording systems from Sound Communications can increase the effectiveness and efficiency of call center management and provide you with interactive and integrated communication enhancements, monitoring and recording capabilities. Although regulatory standards are still being developed, all our Public Safety Systems are designed to comply with Next Gen 9-1-1 recording guidelines. Our mobile, stationary and portable digital video surveillance recording (DVR Systems) utilize the latest enhancements to reliably produce exceptional quality digital recordings.

With Sound Communications, you will receive unsurpassed excellence in customer service, training and support. Our knowledgeable account managers, experienced certified technical specialists and project managers will work with you to develop a call center or public safety system that exceeds your expectations and has the flexible capacity to grow and change with your organization.

Our Solutions

We provide solutions to analyze spoken and visual interaction within your environment. From contact center to public safety, we equip you with hardware and software than enable you to review and improve the customer experience and optimize your operation. Our engineers integrate recording hardware within your technology environment and provide you with intuitive software. Our solutions enable you to reconstruct events, analyze and then react to these events in a productive manner.

Our solutions are backed by industry leaders in voice recording and digital video. Sound Communications provides expert consultation on the most advanced solutions that closely matches your business flow ensuring minimal disruption to your operations while improving your customer experience.

- Communications Recording
- Quality Monitoring & Coaching
- Speech Analytics
- Workforce Management
- CCTV & Access Control

Contact us today to see how Sound Communications can provide the best solution for your digital video and audio recording system needs.

Our Process

Sound Communications believes in providing a strong pre-sale experience to ensure your solution is designed to surpass your call recording requirements. The key to a good integration is to determine the need. Some customers want basic call recording that will enable them to easily retrieve call interactions with their company.

Others want to be able to query this call data by caller ID, length of call, key words, etc.

Then others want to understand what their call center agents were viewing on their displays and software applications at the precise time a customer triggered some event. The key point is that a proper integration to accomplish the customer expectation must be met through a thorough understanding of how the solution will be used.

At SCI we employ a 5-step process that guides us through the customer solution. Each step is designed to interact with our customers to ensure the solution we are designing for you meets and exceeds your expectation. We wish for you to achieve the greatest value for your investment and not have to invest in a solution that you will not use or one that will under serve your organization.

System Design

Once the key inputs are gathered we will begin designing a solution. Some examples of the key items we must know are:

- Type of phone trunks from your service provider to your PBX or phone system
- The type of PBX or phone system you have including the firmware revision level
- Where the system will be installed
- Archiving requirements, user access, security...

After we have the key inputs we can then design a solution. If the particular application is complex or unique we work very closely with our OEM ' s and alliances. There are literally 1000 ' s of various scenarios that can be designed and by working as a team with our alliances we can quickly determine the best value for your application.

Our Solutions

Sound Communications service personnel are employees of the company. This is important to us. We want to control the customer experience that you receive and put our service personnel through training designed to help us maintain the quality that you expect. Each service employee maintains the factory training required of our key alliances. This is often a yearly certification process. Call recording companies that rely upon outsourced service personnel may find it difficult to achieve the customer quality required and sometimes may be exposed to service personnel that may not be familiar with your solution or may not have the proper knowledge to quickly service the need.

What you can expect from Sound Communications:

- 24x7x365 toll free phone support—with warranty or maintenance plans, your solution will have access to our local service personnel any time.
- Onsite service to fit your schedule
- Training programs specifically designed for your application and your personnel
- Extended maintenance programs—ensure you trouble free operation should you ever have an issue, need new training, or just desire a comfort knowing your system has factory coverage

Contact Us

Contact us and schedule a consultation. Sound Communications sales personnel are trained to understand your recording needs and provide you with consultation and written quotes.

1-800-556-8556 Sales@soundcommunications.com

SoundCOMMUNICATIONS

TERMS AND CONDITIONS: VERINT MEDIA RECORDER PROJECTS

Services: All services for this Project are quoted on a fixed-fee basis. Unless otherwise noted in the pricing section of this proposal, services will be performed during normal business hours (defined as 8:00 a.m. to 5:00 p.m. EST). SCI recognizes two categories of work outside normal business hours. Weekday work performed before or after Normal Business Hours is considered After-Hours work, and is subject to a pricing premium of 50%. Work performed on a weekend or an SCI-recognized holiday is considered Weekend work, and is subject to a pricing premium of 100%. Orders not completed and services not rendered within 6 months of Purchase Order due to Customer delays may be subject to additional fees.

- All installation teams will consist of 1-2 Sound Communications, Inc. technicians.
- Installation and training is for Communications recording equipment and client software as quoted/described.
- Each technician will bring appropriate tools to complete their assigned tasks.
- Any issues that may delay, or prevent the completion of the installation, will be escalated to the Sound Communications, Inc. project manager for resolution. Every effort will be made to overcome any issues while the technician is on-site.
- All work areas will be neat, and free of recording system installation materials and packaging prior to leaving the site.
- Sound Communications, Inc. is not responsible for any pre-existing network conditions that prevent normal operation, or delay the installation process (i.e., network configuration, network viruses, domain restrictions, IP address assignments/changes, PBX configuration/changes, etc.

Project Scope

The scope – the customized and detailed list of specific items that define what will be considered "in-scope" for this project, is written in a separate section that follows titled, "Project Scope Detail". The Project Scope Detail is considered part of this statement of work.

Assumptions General:

- The customer will provide a single point of contact that will act as the project owner and who will be the primary individual to sign off on the project phases at completion.
- All work under this statement of work will occur Monday -Friday between the hours of 8:00 am and 5:00 pm; no installations, configuration, moves, site visits, or other related work will be scheduled over weekends, evenings, or Sound Communications, Inc. -declared holidays, without mutual agreement in advance from the Sound Communications, Inc. project manager and the customer project manager.
- Sound Communications, Inc. and the customer will jointly create any project documentation, where customer involvement is required. The customer must approve the final installation schedule and final versions of project documentation to ensure it coincides with all expectation.
- Sound Communications, Inc. and the customer will jointly create any special requirements for defining "project acceptance" in writing, and with mutual agreement to such requirements, those requirements will become part of a written cutover plan (or installation checklist).
- "Project acceptance" (via a signed installation service ticket or other written acknowledgement) should follow (within 24 hours) completion of the written project plan, and a successful support turnover call, and Sound Communications delivery to the customer of "as-built" system configuration documentation.

Premises Work:

- The customer will be responsible for all carpentry or mechanical work not explicitly detailed in this proposal
- The customer location does not require the use of union labor.
- The customer assumes all responsibility for compliance with local and federal laws and regulations as they relate to recording telephone, radio, and other electronic or audio conversations, as well as other electronic communications (including visual) such as desktop screen recording and application usage tracking, etc.
- Cabling or termination of telecom, Ethernet, or electrical supply wiring, is not included in this SOW. Additional information follows in the section titled, "Specific Technical and Other Provisions".
- Hours spent troubleshooting problems outside of the project scope of in this SOW will be billed at $150 per hour (via remote access) or $225 per hour (on-site). The project managers will be contacted and will approve any additional charges prior to execution of any work that could result in additional charges.

Training Services:

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Sound Communications, Inc. project manager
- Training content is dictated by the stated project scope
- Training scheduling will be mutually agreed upon by the customer and Sound Communications, Inc. project manager. Although the customer is responsible for coordination of classroom facilities (where applicable), scheduling and attendance of appropriate participants, and production of any printed materials (from electronic documentation provided by Sound Communications, Inc.), the Sound Communications, Inc. project manager will assist in the organization and planning with the customer project manager.

Non -Solicitation:

Each party recognizes that the other party's employees are critical to the business operations of the other party. For the term of this Agreement and for six (6) months after its termination, each party agrees that it and any parent company, subsidiary, partner, limited partner, joint venture, or any entity related in any manner to it by common ownership ("Related Entities"), will not employ, hire, or compensate in any manner or capacity, including as an employee or independent contractor ("Employ") any employee of the other party that it was introduced to by, and who was directly connected with, such party's performance under this agreement. Each party further agrees not to employ any former employee of the other party unless the employer - employee relationship has been terminated for not less than one hundred eighty (180) days. In the event of breach of this provision by a party or any Related Entities, such party shall be liable to the other party for the principal sum of Twenty-five Thousand and No/100 Dollars ($25,000.00) as liquidated damages, and not as a penalty for said breach.

Deposits, Invoicing, and Scheduling:

• Order Deposit – Unless other contractual arrangements or quoted payment terms exist (within this proposal package), whether governmental or private sector, a deposit equal to 50% of the total Order shall be invoiced upon acceptance of Purchaser's Purchase Order and is due upon receipt. The balance of the License Fees, Hardware Fees, Support Fees for the Initial Support Term and any fixed-fee Service Fees shall be invoiced upon delivery of same to Customer.

• Invoicing – Invoices for equipment and software (or for remaining balance on any equipment and software) to be installed as part of this implementation, will be generated when the equipment and software is delivered to the customer site(s). Invoices for services will be generated at the completion of those services (based on either a specific project milestone invoicing schedule or at general "project acceptance")

• Minor issues or variances in System performance shall be handled through Seller's technical support department and shall not delay Customer's payment so long as these do not materially or adversely affect the performance of the System as a whole.

• Payment - for all invoices is due with 30 days of invoice date (NET 30).

• Postponement/Project Schedule Delay - If the project schedule is postponed or delayed by the customer after any equipment has been ordered, the customer agrees to pay any balance due (less services not performed) within 30 days of the originally scheduled (a mutually agreed upon) installation date.

• On -site Cancellation/Postponement: If an onsite visit is scheduled, costs are incurred by Seller, and the onsite visit is later rescheduled End User's convenience, Reseller and/or End User may incur additional fees for travel and accommodations, as well as technician time. Onsite technician time is billable at $1600 for the first unscheduled day (or part thereof), and $1200 for each additional day (or part thereof).

• On -site Project Delay - If the project is unreasonably delayed while a technician is on-site for reasons such as, but not limited to: access to appropriate buildings or specific areas within buildings, lack of access to, or unavailability of assigned or appropriate customer personnel, delay due to a third party, waiting, etc. the cost of the technician being out of service at $150 per hour (for actual time out of service), will be passed on to the customer

• Travel and expenses shall be billed at actual rates, subject to any expense cap included in the Order (if applicable).

• A cancellation charge of 35% will be applied to cancelled orders prior to delivery. Cancellation of an order received on or after the scheduled install date as well as custom hardware will NOT be accepted, and payment will be due in full. The cancellation fee will be deducted from any deposit held by SCI.

Shipping Management and or Special Requirements:

•In general, all shipments for this project will be via local delivery or "UPS Ground"

•Any expedited shipping charges that result from customer request or customer delay will be passed on to the customer at actual cost

Customer Responsibilities: At all times, Customer is responsible for all hardware, software and services required to establish the technical environment necessary to operate the products specified in this Project. Customer is also responsible for understanding the technology in this proposed solution and its effect on their network and telephony environment. This Project covers integration with the Customer's existing switch environment supporting only the current, installed versions of software. If Customer upgrades the switch environment software, Seller is not responsible for compatibility of the Project components with the upgraded switch. Customer shall pay any charges associated with preparing the network and/or telephony environment, including, but not limited to, charges for telephone trunk lines, PBX extensions, PBX programming and/or additional PBX equipment required for completion of the Project. SCI shall not be responsible for performing any obligations associated with this quote unless and until SCI accepts an order from Customer for this Project.

Customer shall, as specified by Seller, provide appropriate facility environmental conditions, necessary commercial power and connectivity for the System, access to the premises, and if required by local law, conduit and/or special fire retardant cabling. Recorder systems must be kept in clean, smoke-free environments with a controlled temperature of 50-100 degrees Fahrenheit (70 degrees is preferred). Relative humidity should be maintained at 20%-85% (non-condensing). Seller will not be held responsible for any damage due to deviations from these environmental parameters.

Customer will confirm in writing that the facility, network and telephony environments are ready prior to deployment. Customer understands that if any Customer responsibilities, as outlined above or identified later in the course of the Project, are not met prior to a scheduled onsite visit, Seller reserves the right to delay the visit until such time as these requirements are met. Any such delays on Customer's part may incur additional fees.

Upon completion of the deployment, Customer and Seller's technician shall test the System. If Seller is called back for service because Customer was unavailable, declined, or failed to test System during the deployment, Customer may incur additional fees.

Telephone/PBX, Radio System, and or IP Dispatch Console Integration and Requested Configuration Information

• For integrated recording of any telephone/PBX, digital radio, or IP dispatch console communications system, the customer will provide or otherwise arrange for purchase, installation, and configuration of all telephone/PBX, digital radio, and or IP dispatch console hardware and software (including any required licensing that may be necessary to support recording in the customer environment). The customer will provide or otherwise arrange for purchase, installation, and configuration of any and all related/required network infrastructure (such as switches, firewalls, communications circuits, etc.). The customer will provide or otherwise arrange for purchase of all telephone/PBX, digital radio, and or IP dispatch console configuration, testing, and troubleshooting services, as well as any required network configuration (including SPAN ports if required), testing, and troubleshooting necessary to establish or support proper recording connectivity and communications to the telephone/PBX, digital radio, and or IP dispatch consoles, and the customer network

• Customer will provide a complete list of requested telephone/PBX, digital radio, and or IP dispatch console information: including, but not limited to, hardware and software versions, IP addresses, protocols, etc. as well as details that may be needed to ensure a successful integration and proper recording such as: agents, extensions, device identifying information, channels, talk groups, and frequency ID's and or names, etc.

Traditional Device Monitoring, and Other Wiring Notes

- In general, Sound Communications, Inc. will provide a demarcation point (typically 1 or more 66 blocks) and cable connection from this demarcation point to the recorder(s). The customer is responsible to provide feed wiring for any and all audio sources to be recorded, and cross -connect to the provided demarcation point.
- For direct digital station tapping, the customer is responsible to provide feed wiring for any extension to be recorded. This is typically accomplished (for supported handset models), by passing the cross -connect wiring from the designated PBX output pair, through the provided recording demarcation point (punch without cut/termination), and on to the designated premise wiring/jack pair for the phone to be recorded. Sound Communications will re-cross connect existing phones so that they pass through the recording demark in cases where the customer can identify all phones to be recorded (e.g. produce a list of devices required to be recorded) and identify and mark existing extension punch down locations for at least one side of the existing cross connects of phones to be recorded (PBX port pair, or premise wiring pair).
- For analog recording (full-time or record -on-demand) of digital or VoIP phones via logger patch, analog feed wiring in the form of a CAT5 cable home run from within 5' of phone (terminated as an RJ11), to recorder demarcation block (non -terminated) is to be provided to Sound Communications, Inc. at no charge for each phone to be recorded. Sound Communications, Inc. will typically provide and install the required analog logger patches – note: a standard 110V AC power outlet within 5' of the phone is also required.
- Intrado/Positron: For analog recording of LIFELINE100 and VIPER systems, CCB/SONIC analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Sound Communications, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing standard CDR from the Viper system) is required, and will be provided to Sound Communications, Inc. at no charge.
- Airbus/Cassidian: For analog recording of VESTA and systems, ACU/SAM analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Sound Communications, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing the ANI/ALI CAD spill) is required, and will be provided to Sound Communications, Inc. at no charge.
- For analog recording of radio, the customer is responsible to provide feed wiring that provides combined transmit/receive audio for any channel, frequency, or console to be recorded to Sound Communications, Inc. at no charge.
- Signal strength (when audio is present) for analog VOX recording is typically optimal for recording in a range of - 10dBm to 0dBm

Microsoft Updates/Domain Integration: Seller installs Microsoft operating system and applicable security patches on the servers it provides at the time of installation. Thereafter, operating system and security updates/patches (regularly made available by Microsoft) are Customer's responsibility. All Active Directory accounts created for servers in the proposed System must be in domains or OUs which do NOT receive policy pushes and/or automatic updates at the time of initial domain integration or at any future date. Seller shall not be liable for any damages, including consequential, inconsequential or special damages, incurred by Customer by reason of Customer's failure to comply with this section.

Anti-Virus Protection: Seller strongly recommends that anti-virus protection software be installed and maintained on all servers in the proposed System. Anti-virus may be supplied by Seller or Customer provided such software is sourced from a Microsoft-approved anti-virus software partner. In addition, Recorder software requires that specific anti-virus exclusions be maintained. Seller shall not be liable for any damages, including consequential, inconsequential or special damages, incurred by Customer by reason of Customer's failure to comply with this section.

Equipment Access and Remote Access:

- Customer will ensure access to any locked facilities (i.e.: equipment rooms) so as to prevent a technician from experiencing any delays on-site while attempting to access an installation location.
- The customer will provide uninterrupted remote access to all Sound Communications, Inc. -installed servers (and potentially relevant clients) during any period in which Sound Communications, Inc. provides installation or configuration services, technical support or maintenance/extended warranty services.

Networking, Clients, and Desktop Installations:

- All server systems will require network connectivity with static IP addresses, valid subnet, gateway, and DNS addresses, as well as an NTP
- Network administrative configuration of the recording servers is the responsibility of the customer – Note: there may be specific network environment requirements for the system(s), and it is advised that the customer check with Sound Communications, Inc. prior implementation of configuration or changes – e.g. Verint servers are typically required to be joined to the domain in a separate OU with no policies pushed (including any servers that are virtualized), and a domain Verint administrative user account with local administrator privilege on the server is required for application services.
- Any new client user PC's must meet the minimum requirements listed in the system documentation CD
- An appropriate customer network technician will be on-hand and available (on installation and testing days) to assist with installation and client software installation as needed, as well as produce client software load procedure documentation in conjunction with a Sound Communications, Inc. technician at the installation
- All network configuration required to produce a successful implementation is the responsibility of the customer, and will be provided to Sound Communications, Inc. free of charge. A successful implementation includes both server connectivity and client pc network connectivity and configuration. Additionally, it is the responsibility of the customer to provide and ensure LAN/WAN connectivity and configuration that will allow for proper client access from within, or off-site, if applicable (including firewall configuration where necessary
- Customer will provide a list of client pc's, AD user names, actual user names, and a seating chart (to include desired channel -level security restrictions) if Sound Communications, Inc. is to perform any installation of client software and restrict access to the system on a per-user basis.

Liability:

NO LIABILITY FOR CONSEQUENTIAL DAMAGES: SCI will not be liable for special, incidental, consequential, indirect or other similar damages, or costs incurred as a result of loss of time, loss of data, loss of profits or revenue, as a result of our services. In addition, SCI is not responsible or liable for damages or costs incurred in connection with claims by others, inconvenience or similar costs.

Exclusions: Unless specifically noted in the pricing section of this proposal, installation does not include any of the following (if necessary): radio modifications, connection to digital station handsets and/or peripheral equipment for connection to digital station handsets, additional cabling, additional hardware, telephone wiring or punch downs, or cable runs. With authorization from the purchaser, SCI will facilitate and coordinate all connectivity and any necessary work with the purchaser's telephone/radio equipment vendor and/or the telephone company.

Provisions: Where a Master Services Agreement (MSA) exists between SCI and Customer, provisions of this order supersede any conflicting Terms and Conditions in the MSA. Issuance of a Purchase Order by Customer constitutes acceptance of Terms and Conditions set forth herein.

CFE Installation:
Please note:SCI installation charges apply per recorder installation. For all Customer provided hardware, Customer is responsible for any additional software installation charges which are as a result of but not limited to the failure, misconfiguration or incorrect operating system of such hardware. Any repeated installations required due to the above will be billed additional installation charges.

Confidentiality:
All documentation and information which are either designated as confidential or proprietary or would reasonably be considered to be confidential or proprietary, including without limitation, drawings, listings, techniques, algorithms, processes and technical and marketing information, business data and employee information which are transferred between the parties in connection with this agreement ("Proprietary Information") (other than documentation and information intended for general distribution to third parties) shall be held in strict confidence by the parties, and shall not be disclosed or used in any fashion other than pursuant to the terms of this agreement without the other party's prior written consent. Each party's proprietary information and all other items related thereto, including, without limitation, programs, methods of processing, specific design and structure of individual programs and their interaction, and the unique programming techniques employed therein, and all enhancements, modifications, updates, and derivative works thereof are and shall remain the sole and exclusive property of such party and shall not be sold, revealed, used, disclosed, transmitted or otherwise communicated, directly or indirectly, by the other party except as expressly provided for in this Agreement. Each party agrees to protect the others' proprietary Information with the same standard of care and procedures that it uses to protect its own trade secrets and Proprietary Information of a confidential nature.

Force Majeure:
Neither party shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts due to events of nature, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government or agency or officials thereof, other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without fault or negligence of the party claiming excusable delay and the party claiming excusable delay must promptly notify the other party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay, which is excusable under this paragraph, provided, however, that if any such delay continues for a period of more than sixty (60) days, the party not claiming excusable delay shall have the option of terminating the order or service upon written notice to the party claiming excusable delay.

<table>
<tr><td colspan="3">Please remit all Purchase Orders to Sound Communications Inc. via:</td></tr>
<tr><td>EMAIL:
sales@soundcommunications.com</td><td>MAIL:
Sound Communications Inc.
3474 Park Street
Grove City, Ohio 43123</td><td>FAX:
614.875.8179
Attn: Sales</td></tr>
<tr><td colspan="2">Federal Tax ID 31-1331321</td><td>DUNS # 621360361</td></tr>
</table>

<table>
<tr><td>Quote ID: Beachwood NL740 - 32 042319DCC</td><td>Purchase Price: $24,955.96</td><td>Customer Initials:</td></tr>
<tr><td colspan="3">The person executing this agreement on behalf of purchasing party represents and warrants that this agreement has been authorized by all necessary parties, is validly executed by an authorized officer or agent, and is binding upon the company in accordance with its terms.</td></tr>
</table>

Authorized Signature: ______________________ Date: __________ P.O. # __________

A CALL RECORDING QUOTATION FOR:

VERINT

The Customer Engagement Company™

Craig Kaufman
Beachwood Police Department
216-595-3711
craig.kaufman@beachwoodohio.com

Request for Proposal
Call Recording Equipment
Exhibit A

Presented By:

Sound COMMUNICATIONS VERINT	**Kristi Perozzi** kperozzi@soundcommunications.com Sound Communications Inc. **800-556-8556 x9056 Toll Free** **614-875-8179 FAX** www.soundcommunications.com

NOTE: At all times, Customer is responsible for all hardware, software and services required to establish the technical environment necessary to operate the products specified in this quote. SCI shall not be responsible for performing any obligations associated with this quote unless and until a final quote is issued, and SCI accepts an order from Customer for such products and services. This quote expires in 45 days from the above quoted date. The pricing quoted does not include shipping, customers brokerage, insurance, duties, excise, sales, or other taxes or similar charges.

Wednesday, April 24, 2019

Verint v15 Media Recorder Quotation - Turnkey with hardware

Date: 24/Apr/2019
End-User: Beachwood Police Department
Prepared by: Kristi Perozzi
Quote ID: Beachwood - Verint v15 - 32 042319DCC

Pricing Valid 45 Days

SoundCommunications VERINT

Notes: Upgrade Hardware and Software to Verint v15. Upgrade the current Verint v5 licensing to Verint v15.2. Record 16 channels of Analog and 16 VoIP. We will also upgrade 15 seat licenses of screen recording. WIndows 2012 / 2016 Server, 6000 series Intel server with a 24 port analog PCIe card and RDX drive for local archiving.

Dongle #: 19371

Part Number	Description	QTY	List Price (Each)	List Price (Extended)	Beachwood PD Price (Each)	Beachwood PD Price (Extended)
Software & Licensing						
SCI-V15-0011	Conversion from AL5.x - Audiolog Operational Recording (per Audiolog Seat)to Verint Public Safety Call Recording(Channel based) • Verint Media Recorderv15 Recording Seat License • Verint Media Recorder v15 Interactions Player • Verint Media Recorder v15 Instant Recall Plus Client • Verint Media Recorder v15 Management Console Client • Verint Media Recorder v15 Insight Center • Verint Media Recorder v15 Remote Live Monitoring • Verint Media Recorder v15 Reporting • AIM- Agent Initiated Monitoring - Record-on-Demand	32	$208.00	$6,656.00	**$176.80**	**$5,657.60**
SCI-V15-0030	Conversion from AL5.x - Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel-based	15	$70.00	$1,050.00	**$59.50**	**$892.50**
SCI-V15-0020	Upgrade from AL5.x - Verint Recording Public Safety Integration Package • (1) Verint Media Recorder Server Version 15 Base system license • (1) Verint Media Recorder v15 NAS Upload • Verint Media Recorder v15 CTI integration including but not limited to Avaya, Cisco, Nortel, Siemens, Aspect, Alcatel, Mitel, etc..	1	$1,000.00	$1,000.00	**$850.00**	**$850.00**
	Software Subtotal			**$8,706.00**		**$7,400.10**
PCI Telephony Interception & Recording Cards for PCI expansion chassis only						
SCI–V15-0013	Add on Quad Port Intel I350-AE4 GbE I/O Module	1	$564.43	$564.43	**$464.82**	**$464.82**
Verint Media Recorder 6000 Series Server Platforms						
SCI-V15-0000	**6000 platform Standard Server (SVR6KLE- STD) for V15 Software** A rack optimized server board supporting Intel® Xeon processor E5-2600 V3 family up to 145W, 24 DIMMs, and two 1-Gb Ethernet ports Intel Xeon Processor E5-2603 v3 (15M Cache, 1.6 GHz) 16 GB RAM 2 × 1Gb Intel Ethernet Server Adapter I350-2 ports V2 + option for additional 4 × 1Gb Intel Integrated SW RAID, 2 x 1TB Drive, 7200 SATA 3.5" EP (HDD-ST2R1) 1TB total storage (include OS and database) Microsoft® Windows® Server 2016 R2 for Embedded Systems Microsoft® SQL Server 2016 Standard for Embedded Systems. Redundant Hot-Swap 750W (1 + 1) Redundant AC-DC 80 PLUS* 2 PCI-e Telephony Cards supported Rack-Mount Rail kit included 48 Concurrent Maximum Channels Supported PCI Expansion Chassis is not supported	1	$5,595.43	$5,595.43	**$4,608.00**	**$4,608.00**

Verint v15 Media Recorder Quotation - Customer Furnished Hardware

Date: 24/Apr/2019
End-User: Beachwood Police Department
Prepared by: Kristi Perozzi
Quote ID: Beachwood - Verint v15 - 32 042319DCC

Pricing Valid 45 Days

SoundCOMMUNICATIONS VERINT

Notes: Upgrade Software to Verint v15. Upgrade the current Verint v5 licensing to Verint v15.2. Record 16 channels of Analog and 16 VoIP. We will also upgrade 15 seat licenses of screen recording. CFE server with a 24 port analog PCIe card. End user is responsible for providing Server(s), Operating System / Database licensing, and storage per provided CFE Guide.

Dongle #: 19371

Part Number	Description	QTY	List Price (Each)	List Price (Extended)	Beachwood PD Price (Each)	Beachwood PD Price (Extended)
Software & Licensing						
SCI-V15-0011	Conversion from AL5.x - Audiolog Operational Recording (per Audiolog Seat)to Verint Public Safety Call Recording(Channel based) • Verint Media Recorderv15 Recording Seat License • Verint Media Recorder v15 Interactions Player • Verint Media Recorder v15 Instant Recall Plus Client • Verint Media Recorder v15 Management Console Client • Verint Media Recorder v15 Insight Center • Verint Media Recorder v15 Remote Live Monitoring • Verint Media Recorder v15 Reporting • AIM- Agent Initiated Monitoring - Record-on-Demand	32	$208.00	$6,656.00	**$176.80**	**$5,657.60**
SCI-V15-0030	Conversion from AL5.x - Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel-based	15	$70.00	$1,050.00	**$59.50**	**$892.50**
SCI-V15-0020	Upgrade from AL5.x - Verint Recording Public Safety Integration Package • (1) Verint Media Recorder Server Version 15 Base system license • (1) Verint Media Recorder v15 NAS Upload • Verint Media Recorder v15 CTI integration including but not limited to Avaya, Cisco, Nortel, Siemens, Aspect, Alcatel, Mitel, etc..	1	$1,000.00	$1,000.00	**$850.00**	**$850.00**
SCI-VMR-3442	**Customer Furnished Equipment License-** End user is responsible for providing Server(s), Operating System / Database licensing, and storage per provided CFE Guide.	1	$1,560.00	$1,560.00	**$1,560.00**	**$1,560.00**
	Software Subtotal			$10,266.00		**$8,960.10**
PCI-e Telephony Interception & Recording Cards for 6000 Series Servers						
SCI-V15-0015	AudioCodes LD Card (PCI-e) 24 port Analog	1	$2,642.14	$2,642.14	**$2,175.88**	**$2,175.88**
	Hardware Subtotal			**$2,642.14**		**$2,175.88**
Maintenance & Support						
SCI-VMR-3312	Maintenance (AMC) with Hardware Support (if applicable).• Renewable annually, the AMC includes any regularly released patches and/or bug fixes, and Service releases to the software under the paid period. • Excluded from the AMC upgrade plan are new products, major version release and services or upgrades to modules that require third-party licensing.	1		$1,936.98		**$1,291.32**
	Support Maintenance Subtotal			**$1,936.98**		**$1,291.32**
Professional Services						
SCI-VMR-3087	**Pro Svcs Implementation & Configuration** On-site or remote installation and all system configuration and testing. For on-site activities, any travel and expenses will be billed at cost. Work to be performed during normal business hours (M-F, 8:00am-5:00pm)	1	$2,550.00	$2,550.00	**$1,785.00**	**$1,785.00**

PCI-e Telephony Interception & Recording Cards for 6000 Series Servers

SCI-V15-0015	AudioCodes LD Card (PCI-e) 24 port Analog	1	$2,642.14	$2,642.14	$2,175.88	$2,175.88

Verint Media Recorder 6000 Series Misc. Options

SCI-V15-0026	**RDX drive with 500GB cartridge** RDX is a disk-based removable storage format supporting ruggedized cartridges to help ensure data security for both onsite and offsite storage. RDX Technology provides a more robust local archival solution than any of the previous DAT, DVD, Blu-Ray or other local storage options and provide greater overall ROI - Cartridges can be used for months without filling up. ■ Rugged cartridge protects data from drops, ESD and harsh environmental conditions for secure archiving/transportation/archiving ■ Choice of 160 GB to 1TB capacity removable disk cartridges (interchangeable in any RDX or RD1000 docking station) ■ Portable, durable, and shock proof cartridges enable easy off site archiving and disaster recovery ■ Disk cartridges designed for long usage life – over 5,000 load/unload insertions, compatible with future generation cartridges; Up to 30 years shelf life for archiving	1	$680.00	$680.00	$496.40	$496.40
	Hardware Subtotal			**$9,482.00**		**$7,745.11**

Maintenance & Support

SCI-VMR-3312	Maintenance (AMC) with Hardware Support (if applicable).• Renewable annually, the AMC includes any regularly released patches and/or bug fixes, and Service releases to the software under the paid period. • Excluded from the AMC upgrade plan are new products, major version release and services or upgrades to modules that require third-party licensing.	1		$2,919.06		$1,946.04
	Support Maintenance Subtotal			**$2,919.06**		**$1,946.04**

Professional Services

SCI-VMR-3087	**Pro Svcs Implementation & Configuration** On-site or remote installation and all system configuration and testing. For on-site activities, any travel and expenses will be billed at cost. Work to be performed during normal business hours (M-F, 8:00am-5:00pm)	1	$2,550.00	$2,550.00	$1,785.00	$1,785.00
SCI-VMR-3090	Training performed by Verint Media Recorder-Certified Engineer Standard training bundle includes End-User, and Application Administration sessions. For on-site activities, any travel related expenses and/or per diem will be billed to the customer at cost.	1	$800.00	$800.00	$560.00	$560.00
SCI-VMR-PM24	Project Manager	1	$300.00	$300.00	$210.00	$210.00
	Installation & Training			**$3,650.00**		**$2,555.00**

System Solution Total	$24,757.06	**$19,646.25**

This budgetary quote does not reflect a complete solution discovery by Solutions Engineer. As such, SCI is not bound to this estimate as further investigation could affect the final price. At all times, Customer is responsible for any hardware, software and services (not defined in this proposal) required to establish the technical environment necessary to operate the products specified in this quote. SCI shall not be responsible for performing any obligations associated with this budgetary quote unless and until such is designated as final, and SCI accepts an order from Customer for such products and services. Unless otherwise specified. this budgetary quote expires in 45 days from the above quoted date. The budgetary pricing quoted does not include shipping, customs, brokerage, insurance, duties, excise, sales, or other taxes or similar charges. Travel & Expenses if applicable (Actual T&E Billed separately)

Verint Recording for Public Safety

Today's emergency services organizations are challenged to serve the public against a backdrop of complex events, increasing expectations, and evolving technology. With citizens using an expanding variety of channels and devices to communicate, organizations need robust, reliable solutions for recording, retrieving, and archiving interactions. They must also reconstruct incidents to analyze actions and outcomes, improve performance, expedite investigations, and comply with evolving standards, such as NG-911 and i3.

Verint® Recording for Public Safety™ is a powerful solution for capturing voice, radio, video, and text interactions across multiple channels, including PBX, VoIP, chat, digital collaboration, email, mobile voice, SMS, and face-to-face — all on a single recorder. Designed for emergency response, public safety, and control room operations, the solution offers superior reliability and availability in mission-critical environments, along with unified, easy-to-use functionality that can help your agency, department, or organization enhance performance and respond more effectively to citizen needs by:

- Bringing interactions and associated digital data captured across multiple devices, channels, and sites together seamlessly in a single solution for rapid response, analysis, investigation, and reporting.
- Reconstructing incident scenarios to understand the chain of events.*
- Protecting captured interactions from unauthorized access and tampering.
- Centralizing system administration and archiving across the organization.

Designed for today's omnichannel environment, Verint Recording for Public Safety can enable you to capture voice, video, radio, chat, text, and email interactions, as well as call taker screen data — all on a single recorder.

Key Benefits

- Provides a full-time, multichannel recording and archiving solution to help public safety organizations drive better citizen experiences, enhance compliance and incident reconstruction, and manage liability more effectively.
- Captures voice, radio, video, and text interactions across multiple channels, including PBX, VoIP, chat, digital collaboration, email, mobile voice, SMS, and face-to-face — all on a single recorder.
- Enables recording, archiving, quality management, and analytics to be brought together on a single platform, helping to simplify administration, maintenance, and training.
- Helps organizations comply with government mandates and standards on digital emergency communications services, including Next-Generation 911 and i3.

* *Some functionality may require custom integration.*

Capture a Broad Range of Interactions

In addition to providing synchronized digital recording and real-time monitoring across TDM, IP, and mixed telephony systems, Verint Recording for Public Safety can work with most major telephony environments and offers application programming interfaces (APIs) to facilitate integration with proprietary systems. Through optional integrations, the solution can capture push-to-talk (PTT) calls and provide VOX and IP recording with CDR tags.

The solution can capture interactions as well as the corresponding activities taking place at call taker desktops, such as keystrokes, data entry, screen navigation, and after-call wrap-up. Through computer-telephony integration (CTI), it can provide real-time control over recording and call indexing. Its unified, omnichannel interaction player can present recorded information across all channels, including speech analytics data,** in a single place for easy visualization and further analysis.

Select Available Applications for Enhanced Functionality

As part of the unified Verint Workforce Optimization™ suite, Verint Recording for Public Safety can work seamlessly with other solutions within the suite to deliver unique business process workflows, including:

- Verint Insight Center™ — Provides multichannel / multimedia search and replay, as well as incident management with media lockdown options. It enables recorded calls to be displayed on timelines, maps, and tables and provides incident annotation, redaction, and export options for single and multiple calls. This can be helpful for expediting the reconstruction of complex events, especially those involving information captured across multiple media.
- Verint Instant Recall™ — Allows users to quickly search and replay recorded as well as live calls on preconfigured extensions. You can perform various playback operations, including rewinding to the beginning, on live calls — a benefit for quickly confirming details and reviewing conversations that are difficult to understand.
- Verint Quality Management™ — Enables all of the attributes of an interaction, including voice conversations and associated screen data, text-based interactions (such as SMS), and video to be evaluated right from a single screen. You can easily review interactions and activities conducted on or off phones and radio networks, without the need to toggle between multiple screens to complete evaluations.
- Verint Speech Analytics™ — Automatically surfaces valuable intelligence from thousands — even millions — of recorded calls, so you can take action quickly. Right out of the box, it can provide sophisticated analytics to automatically identify, group, and organize the words and phrases spoken during calls into themes, helping to reveal rising trends and areas of opportunity or concern.

Benefit from a Robust, Scalable Solution

Verint Recording for Public Safety provides recording redundancy and supports clustered and N+N recording. It can scale to hundreds of terabytes and offers reliable, secure storage and archiving options via the cloud and leading storage area network / network attached storage (SAN/NAS) devices.

Part of the Verint Customer Engagement Portfolio

Verint Recording for Public Safety is part of a patent-protected portfolio of customer engagement solutions that help organizations enrich customer interactions, improve business processes, and optimize their workforces to enhance loyalty, increase revenue, mitigate risk, and manage operational costs.

Benefit from World-Class Consultants

Verint offers a range of Professional Services to help you get the most from your investment, including Business Advisory Services, Implementation and Enablement Services, and Managed Services. Regardless of the services you select, you can be confident that our experienced teams offer practical knowledge and are committed to your success.

*** Requires Verint Speech Analytics™*

Verint. Powering Actionable Intelligence®

Verint® is a global leader in Actionable Intelligence™ solutions with a focus on customer engagement optimization, security intelligence, and fraud, risk and compliance. Today, more than 10,000 organizations in over 180 countries — including over 80 percent of the Fortune 100 — count on Verint solutions to make more informed, effective, and timely decisions.

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facebook.com/verint
blog.verint.com

VERINT

Verint Media Insight Center

Verint® Media Insight Center™ is a state-of-the-art, browser-based incident re-creation application designed to help emergency response and public safety organizations meet mission-critical needs, including those arising from Next-Generation 9-1-1 (NG9-1-1).

As a component of the Verint Media Recorder, Media Insight Center can search multiple channels and display data captured from a variety of media, including:

- Audio
- Video
- Text
- Screen data
- Telematics
- Photos
- Telephone numbers
- Location data

Media Insight Center displays this information on a single screen, providing a unified view that can help quickly rebuild an entire incident by reconstructing the chain of events. Users can even play multiple media and channels back simultaneously — a key benefit for NG9-1-1 environments.

Flexible and easy to deploy, Media Insight Center supports a wide variety of advanced radio systems, customer premises equipment (CPE) and telephony interfaces. It's an NG9-1-1/i3-ready solution that can help meet your agency's needs today — and in the years to come.

With Verint® Media Insight Center™, you can categorize information using color, incident grouping, custom data fields and more, helping you access data quickly for incident management and reconstruction.

Key Benefits

- Powerful, easy-to-use incident reconstruction functionality that is NG9-1-1/i3-ready
- Enables audio, video, text, screen data, telematics, photos and related data to be replayed simultaneously on a single screen
- Allows for redaction of select audio without altering the integrity of the files
- Supports a wide range of equipment and interfaces
- Can be deployed on a single server, standalone server or virtualized server to support a variety of environments

Powerful Functionality for Public Safety Agencies

Audiolog Insight Center offers a wide range of benefits designed to meet the evolving needs of public safety agencies, including:

Browser-Based Interface

With Media Insight Center Insight Center, users don't need dedicated PCs for specific tasks. Staff can access the recorder directly from their Windows-based workstations, using a simple, intuitive web interface.

Color-coded Organization

During incidents and investigations, every second counts. To help identify recordings quickly, Media Insight Center Insight Center can flag and mark data with colors and notes that can be adjusted to fit the needs of an organization.

Multimedia Support

Media Insight Center Insight Center is i3-ready—a significant benefit as an agency transitions to NG9-1-1. Users can capture audio communications as well as log and view events across a range of media, including pictures, video, emails and more.

Incident Organization and Reconstruction

With Media Insight Center Insight Center, users can group recordings into "incidents," or easy-to-manage collections of data that can be stored and recalled quickly when needed. This can be particularly helpful for expediting the reconstruction of complex events, especially those involving information captured across multiple media.

Evidence Management

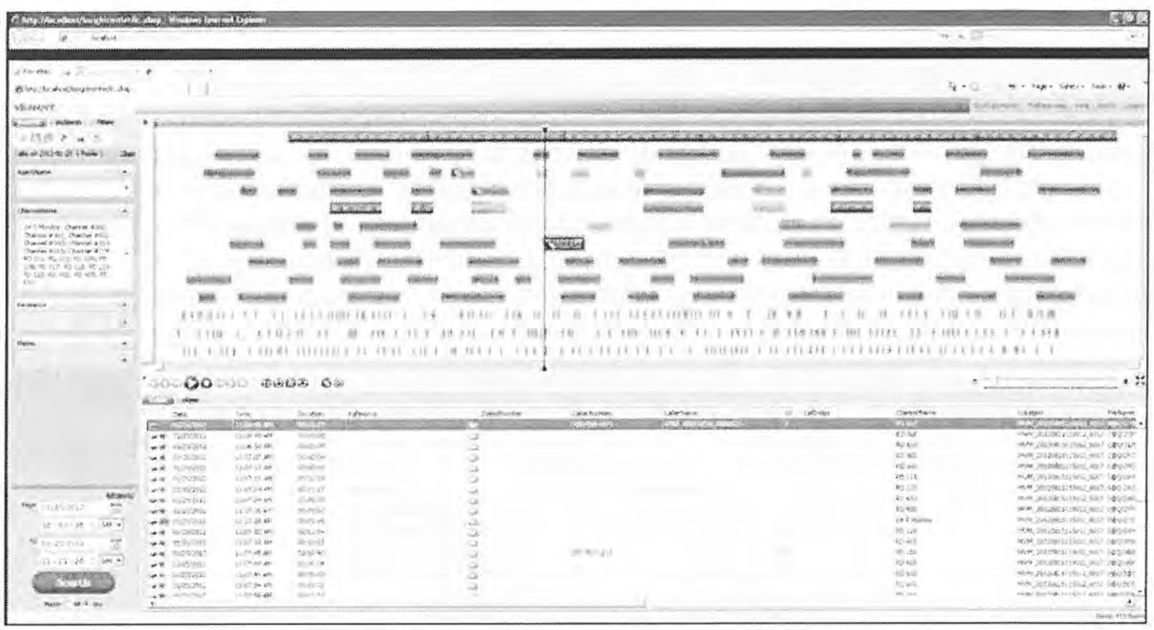
Managing new and different types of information can be a challenge for public safety agencies. Media Insight Center Insight Center offers a robust repository for collecting, managing and recalling information, with authentication, audit trails, alerts and other security features to help maintain the integrity of evidence.

Redaction

Media Insight Center Insight Center includes powerful tools for redacting (masking) sensitive pieces of audio without affecting the original recordings. This can enable an agency to maintain compliance with federal, state and local laws while quickly and easily fulfilling requests for information.

Flexible Deployment Options

To meet the needs of communications centers of all sizes, Media Insight Center Insight Center can be deployed on a single server, a standalone server or virtualized servers.



About Us

Since 1983, Sound Communications has been supplying cutting-edge digital video and audio recording systems to enhance call center and public safety center systems. Our advanced hardware, software, expert consultation and 24/7 technical expertise have provided effective business solutions for leading companies nationwide.

State-of-the-art recording systems from Sound Communications can increase the effectiveness and efficiency of call center management and provide you with interactive and integrated communication enhancements, monitoring and recording capabilities. Although regulatory standards are still being developed, all our Public Safety Systems are designed to comply with Next Gen 9-1-1 recording guidelines. Our mobile, stationary and portable digital video surveillance recording (DVR Systems) utilize the latest enhancements to reliably produce exceptional quality digital recordings.

With Sound Communications, you will receive unsurpassed excellence in customer service, training and support. Our knowledgeable account managers, experienced certified technical specialists and project managers will work with you to develop a call center or public safety system that exceeds your expectations and has the flexible capacity to grow and change with your organization.

Our Solutions

We provide solutions to analyze spoken and visual interaction within your environment. From contact center to public safety, we equip you with hardware and software than enable you to review and improve the customer experience and optimize your operation. Our engineers integrate recording hardware within your technology environment and provide you with intuitive software. Our solutions enable you to reconstruct events, analyze and then react to these events in a productive manner.

Our solutions are backed by industry leaders in voice recording and digital video. Sound Communications provides expert consultation on the most advanced solutions that closely matches your business flow ensuring minimal disruption to your operations while improving your customer experience.

- Communications Recording
- Quality Monitoring & Coaching
- Speech Analytics
- Workforce Management
- CCTV & Access Control

Contact us today to see how Sound Communications can provide the best solution for your digital video and audio recording system needs.

Our Process

Sound Communications believes in providing a strong pre-sale experience to ensure your solution is designed to surpass your call recording requirements. The key to a good integration is to determine the need. Some customers want basic call recording that will enable them to easily retrieve call interactions with their company.

Others want to be able to query this call data by caller ID, length of call, key words, etc.

Then others want to understand what their call center agents were viewing on their displays and software applications at the precise time a customer triggered some event. The key point is that a proper integration to accomplish the customer expectation must be met through a thorough understanding of how the solution will be used.

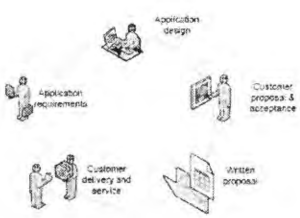
At SCI we employ a 5-step process that guides us through the customer solution. Each step is designed to interact with our customers to ensure the solution we are designing for you meets and exceeds your expectation. We wish for you to achieve the greatest value for your investment and not have to invest in a solution that you will not use or one that will under serve your organization.

System Design

Once the key inputs are gathered we will begin designing a solution. Some examples of the key items we must know are:

- Type of phone trunks from your service provider to your PBX or phone system
- The type of PBX or phone system you have including the firmware revision level
- Where the system will be installed
- Archiving requirements, user access, security...

After we have the key inputs we can then design a solution. If the particular application is complex or unique we work very closely with our OEM ' s and alliances. There are literally 1000 ' s of various scenarios that can be designed and by working as a team with our alliances we can quickly determine the best value for your application.



Our Solutions

Sound Communications service personnel are employees of the company. This is important to us. We want to control the customer experience that you receive and put our service personnel through training designed to help us maintain the quality that you expect. Each service employee maintains the factory training required of our key alliances. This is often a yearly certification process. Call recording companies that rely upon outsourced service personnel may find it difficult to achieve the customer quality required and sometimes may be exposed to service personnel that may not be familiar with your solution or may not have the proper knowledge to quickly service the need.

What you can expect from Sound Communications:

- 24x7x365 toll free phone support—with warranty or maintenance plans, your solution will have access to our local service personnel any time.
- Onsite service to fit your schedule
- Training programs specifically designed for your application and your personnel
- Extended maintenance programs—ensure you trouble free operation should you ever have an issue, need new training, or just desire a comfort knowing your system has factory coverage

Contact Us

Contact us and schedule a consultation. Sound Communications sales personnel are trained to understand your recording needs and provide you with consultation and written quotes.

1-800-556-8556   Sales@soundcommunications.com

Services: All services for this Project are quoted on a fixed-fee basis. Unless otherwise noted in the pricing section of this proposal, services will be performed during normal business hours (defined as 8:00 a.m. to 5:00 p.m. EST). SCI recognizes two categories of work outside normal business hours. Weekday work performed before or after Normal Business Hours is considered After-Hours work, and is subject to a pricing premium of 50%. Work performed on a weekend or an SCI-recognized holiday is considered Weekend work, and is subject to a pricing premium of 100%. Orders not completed and services not rendered within 6 months of Purchase Order due to Customer delays may be subject to additional fees.

- All installation teams will consist of 1-2 Sound Communications, Inc. technicians.
- Installation and training is for Communications recording equipment and client software as quoted/described.
- Each technician will bring appropriate tools to complete their assigned tasks.
- Any issues that may delay, or prevent the completion of the installation, will be escalated to the Sound Communications, Inc. project manager for resolution. Every effort will be made to overcome any issues while the technician is on-site.
- All work areas will be neat, and free of recording system installation materials and packaging prior to leaving the site.
- Sound Communications, Inc. is not responsible for any pre-existing network conditions that prevent normal operation, or delay the installation process (i.e., network configuration, network viruses, domain restrictions, IP address assignments/changes, PBX configuration/changes, etc.

Project Scope

The scope – the customized and detailed list of specific items that define what will be considered "in-scope" for this project, is written in a separate section that follows titled, "Project Scope Detail". The Project Scope Detail is considered part of this statement of work.

Assumptions General:

- The customer will provide a single point of contact that will act as the project owner and who will be the primary individual to sign off on the project phases at completion.
- All work under this statement of work will occur Monday -Friday between the hours of 8:00 am and 5:00 pm; no installations, configuration, moves, site visits, or other related work will be scheduled over weekends, evenings, or Sound Communications, Inc. -declared holidays, without mutual agreement in advance from the Sound Communications, Inc. project manager and the customer project manager.
- Sound Communications, Inc. and the customer will jointly create any project documentation, where customer involvement is required. The customer must approve the final installation schedule and final versions of project documentation to ensure it coincides with all expectation.
- Sound Communications, Inc. and the customer will jointly create any special requirements for defining "project acceptance" in writing, and with mutual agreement to such requirements, those requirements will become part of a written cutover plan (or installation checklist).
- "Project acceptance" (via a signed installation service ticket or other written acknowledgement) should follow (within 24 hours) completion of the written project plan, and a successful support turnover call, and Sound Communications delivery to the customer of "as-built" system configuration documentation.

Premises Work:

- The customer will be responsible for all carpentry or mechanical work not explicitly detailed in this proposal
- The customer location does not require the use of union labor.
- The customer assumes all responsibility for compliance with local and federal laws and regulations as they relate to recording telephone, radio, and other electronic or audio conversations, as well as other electronic communications (including visual) such as desktop screen recording and application usage tracking, etc.
- Cabling or termination of telecom, Ethernet, or electrical supply wiring, is not included in this SOW. Additional information follows in the section titled, "Specific Technical and Other Provisions".
- Hours spent troubleshooting problems outside of the project scope of in this SOW will be billed at $150 per hour (via remote access) or $225 per hour (on-site). The project managers will be contacted and will approve any additional charges prior to execution of any work that could result in additional charges.

Training Services:

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Sound Communications, Inc. project manager
- Training content is dictated by the stated project scope
- Training scheduling will be mutually agreed upon by the customer and Sound Communications, Inc. project manager. Although the customer is responsible for coordination of classroom facilities (where applicable), scheduling and attendance of appropriate participants, and production of any printed materials (from electronic documentation provided by Sound Communications, Inc.), the Sound Communications, Inc. project manager will assist in the organization and planning with the customer project manager.

Non -Solicitation:

Each party recognizes that the other party's employees are critical to the business operations of the other party. For the term of this Agreement and for six (6) months after its termination, each party agrees that it and any parent company, subsidiary, partner, limited partner, joint venture, or any entity related in any manner to it by common ownership ("Related Entities"), will not employ, hire, or compensate in any manner or capacity, including as an employee or independent contractor ("Employ") any employee of the other party that it was introduced to by, and who was directly connected with, such party's performance under this agreement. Each party further agrees not to employ any former employee of the other party unless the employer - employee relationship has been terminated for not less than one hundred eighty (180) days. In the event of breach of this provision by a party or any Related Entities, such party shall be liable to the other party for the principal sum of Twenty-five Thousand and No/100 Dollars ($25,000.00) as liquidated damages, and not as a penalty for said breach.

Deposits, Invoicing, and Scheduling:

- Order Deposit – Unless other contractual arrangements or quoted payment terms exist (within this proposal package), whether governmental or private sector, a deposit equal to 50% of the total Order shall be invoiced upon acceptance of Purchaser's Purchase Order and is due upon receipt. The balance of the License Fees, Hardware Fees, Support Fees for the Initial Support Term and any fixed-fee Service Fees shall be invoiced upon delivery of same to Customer.
- Invoicing – Invoices for equipment and software (or for remaining balance on any equipment and software) to be installed as part of this implementation, will be generated when the equipment and software is delivered to the customer site(s). Invoices for services will be generated at the completion of those services (based on either a specific project milestone invoicing schedule or at general "project acceptance")
- Minor issues or variances in System performance shall be handled through Seller's technical support department and shall not delay Customer's payment so long as these do not materially or adversely affect the performance of the System as a whole.
- Payment - for all invoices is due with 30 days of invoice date (NET 30).
- Postponement/Project Schedule Delay - If the project schedule is postponed or delayed by the customer after any equipment has been ordered, the customer agrees to pay any balance due (less services not performed) within 30 days of the originally scheduled (a mutually agreed upon) installation date.
- On -site Cancellation/Postponement: If an onsite visit is scheduled, costs are incurred by Seller, and the onsite visit is later rescheduled End User's convenience, Reseller and/or End User may incur additional fees for travel and accommodations, as well as technician time. Onsite technician time is billable at $1600 for the first unscheduled day (or part thereof), and $1200 for each additional day (or part thereof).
- On -site Project Delay - If the project is unreasonably delayed while a technician is on-site for reasons such as, but not limited to: access to appropriate buildings or specific areas within buildings, lack of access to, or unavailability of assigned or appropriate customer personnel, delay due to a third party, waiting, etc. the cost of the technician being out of service at $150 per hour (for actual time out of service), will be passed on to the customer
- Travel and expenses shall be billed at actual rates, subject to any expense cap included in the Order (if applicable).
- A cancellation charge of 35% will be applied to cancelled orders prior to delivery. Cancellation of an order received on or after the scheduled install date as well as custom hardware will NOT be accepted, and payment will be due in full. The cancellation fee will be deducted from any deposit held by SCI.

Shipping Management and or Special Requirements:

- In general, all shipments for this project will be via local delivery or "UPS Ground"
- Any expedited shipping charges that result from customer request or customer delay will be passed on to the customer at actual cost

Customer Responsibilities: At all times, Customer is responsible for all hardware, software and services required to establish the technical environment necessary to operate the products specified in this Project. Customer is also responsible for understanding the technology in this proposed solution and its effect on their network and telephony environment. This Project covers integration with the Customer's existing switch environment supporting only the current, installed versions of software. If Customer upgrades the switch environment software, Seller is not responsible for compatibility of the Project components with the upgraded switch. Customer shall pay any charges associated with preparing the network and/or telephony environment, including, but not limited to, charges for telephone trunk lines, PBX extensions, PBX programming and/or additional PBX equipment required for completion of the Project. SCI shall not be responsible for performing any obligations associated with this quote unless and until SCI accepts an order from Customer for this Project.

Customer shall, as specified by Seller, provide appropriate facility environmental conditions, necessary commercial power and connectivity for the System, access to the premises, and if required by local law, conduit and/or special fire retardant cabling. Recorder systems must be kept in clean, smoke-free environments with a controlled temperature of 50-100 degrees Fahrenheit (70 degrees is preferred). Relative humidity should be maintained at 20%-85% (non-condensing). Seller will not be held responsible for any damage due to deviations from these environmental parameters.

Customer will confirm in writing that the facility, network and telephony environments are ready prior to deployment. Customer understands that if any Customer responsibilities, as outlined above or identified later in the course of the Project, are not met prior to a scheduled onsite visit, Seller reserves the right to delay the visit until such time as these requirements are met. Any such delays on Customer's part may incur additional fees.

Upon completion of the deployment, Customer and Seller's technician shall test the System. If Seller is called back for service because Customer was unavailable, declined, or failed to test System during the deployment, Customer may incur additional fees.

Telephone/PBX, Radio System, and or IP Dispatch Console Integration and Requested Configuration Information

- For integrated recording of any telephone/PBX, digital radio, or IP dispatch console communications system, the customer will provide or otherwise arrange for purchase, installation, and configuration of all telephone/PBX, digital radio, and or IP dispatch console hardware and software (including any required licensing that may be necessary to support recording in the customer environment). The customer will provide or otherwise arrange for purchase, installation, and configuration of any and all related/required network infrastructure (such as switches, firewalls, communications circuits, etc.). The customer will provide or otherwise arrange for purchase of all telephone/PBX, digital radio, and or IP dispatch console configuration, testing, and troubleshooting services, as well as any required network configuration (including SPAN ports if required), testing, and troubleshooting necessary to establish or support proper recording connectivity and communications to the telephone/PBX, digital radio, and or IP dispatch consoles, and the customer network
- Customer will provide a complete list of requested telephone/PBX, digital radio, and or IP dispatch console information: including, but not limited to, hardware and software versions, IP addresses, protocols, etc. as well as details that may be needed to ensure a successful integration and proper recording such as: agents, extensions, device identifying information, channels, talk groups, and frequency ID's and or names, etc.

Traditional Device Monitoring, and Other Wiring Notes

- In general, Sound Communications, Inc. will provide a demarcation point (typically 1 or more 66 blocks) and cable connection from this demarcation point to the recorder(s). The customer is responsible to provide feed wiring for any and all audio sources to be recorded, and cross -connect to the provided demarcation point.
- For direct digital station tapping, the customer is responsible to provide feed wiring for any extension to be recorded. This is typically accomplished (for supported handset models), by passing the cross -connect wiring from the designated PBX output pair, through the provided recording demarcation point (punch without cut/termination), and on to the designated premise wiring/jack pair for the phone to be recorded. Sound Communications will re-cross connect existing phones so that they pass through the recording demark in cases where the customer can identify all phones to be recorded (e.g. produce a list of devices required to be recorded) and identify and mark existing extension punch down locations for at least one side of the existing cross connects of phones to be recorded (PBX port pair, or premise wiring pair).
- For analog recording (full-time or record -on-demand) of digital or VoIP phones via logger patch, analog feed wiring in the form of a CAT5 cable home run from within 5' of phone (terminated as an RJ11), to recorder demarcation block (non -terminated) is to be provided to Sound Communications, Inc. at no charge for each phone to be recorded. Sound Communications, Inc. will typically provide and install the required analog logger patches – note: a standard 110V AC power outlet within 5' of the phone is also required.
- Intrado/Positron: For analog recording of LIFELINE100 and VIPER systems, CCB/SONIC analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Sound Communications, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing standard CDR from the Viper system) is required, and will be provided to Sound Communications, Inc. at no charge.
- Airbus/Cassidian: For analog recording of VESTA and systems, ACU/SAM analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Sound Communications, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing the ANI/ALI CAD spill) is required, and will be provided to Sound Communications, Inc. at no charge.
- For analog recording of radio, the customer is responsible to provide feed wiring that provides combined transmit/receive audio for any channel, frequency, or console to be recorded to Sound Communications, Inc. at no charge.
- Signal strength (when audio is present) for analog VOX recording is typically optimal for recording in a range of - 10dBm to 0dBm

Microsoft Updates/Domain Integration: Seller installs Microsoft operating system and applicable security patches on the servers it provides at the time of installation. Thereafter, operating system and security updates/patches (regularly made available by Microsoft) are Customer's responsibility. All Active Directory accounts created for servers in the proposed System must be in domains or OUs which do NOT receive policy pushes and/or automatic updates at the time of initial domain integration or at any future date. Seller shall not be liable for any damages, including consequential, inconsequential or special damages, incurred by Customer by reason of Customer's failure to comply with this section.

Anti-Virus Protection: Seller strongly recommends that anti-virus protection software be installed and maintained on all servers in the proposed System. Anti-virus may be supplied by Seller or Customer provided such software is sourced from a Microsoft-approved anti-virus software partner. In addition, Recorder software requires that specific anti-virus exclusions be maintained. Seller shall not be liable for any damages, including consequential, inconsequential or special damages, incurred by Customer by reason of Customer's failure to comply with this section.

Equipment Access and Remote Access:

- Customer will ensure access to any locked facilities (i.e.: equipment rooms) so as to prevent a technician from experiencing any delays on-site while attempting to access an installation location.
- The customer will provide uninterrupted remote access to all Sound Communications, Inc. -installed servers (and potentially relevant clients) during any period in which Sound Communications, Inc. provides installation or configuration services, technical support or maintenance/extended warranty services.

Networking, Clients, and Desktop Installations:

- All server systems will require network connectivity with static IP addresses, valid subnet, gateway, and DNS addresses, as well as an NTP
- Network administrative configuration of the recording servers is the responsibility of the customer – Note: there may be specific network environment requirements for the system(s), and it is advised that the customer check with Sound Communications, Inc. prior implementation of configuration or changes – e.g. Verint servers are typically required to be joined to the domain in a separate OU with no policies pushed (including any servers that are virtualized), and a domain Verint administrative user account with local administrator privilege on the server is required for application services.
- Any new client user PC's must meet the minimum requirements listed in the system documentation CD
- An appropriate customer network technician will be on-hand and available (on installation and testing days) to assist with installation and client software installation as needed, as well as produce client software load procedure documentation in conjunction with a Sound Communications, Inc. technician at the installation
- All network configuration required to produce a successful implementation is the responsibility of the customer, and will be provided to Sound Communications, Inc. free of charge. A successful implementation includes both server connectivity and client pc network connectivity and configuration. Additionally, it is the responsibility of the customer to provide and ensure LAN/WAN connectivity and configuration that will allow for proper client access from within, or off-site, if applicable (including firewall configuration where necessary
- Customer will provide a list of client pc's, AD user names, actual user names, and a seating chart (to include desired channel -level security restrictions) if Sound Communications, Inc. is to perform any installation of client software and restrict access to the system on a per-user basis.

Liability:

NO LIABILITY FOR CONSEQUENTIAL DAMAGES: SCI will not be liable for special, incidental, consequential, indirect or other similar damages, or costs incurred as a result of loss of time, loss of data, loss of profits or revenue, as a result of our services. In addition, SCI is not responsible or liable for damages or costs incurred in connection with claims by others, inconvenience or similar costs.

Exclusions: Unless specifically noted in the pricing section of this proposal, installation does not include any of the following (if necessary): radio modifications, connection to digital station handsets and/or peripheral equipment for connection to digital station handsets, additional cabling, additional hardware, telephone wiring or punch downs, or cable runs. With authorization from the purchaser, SCI will facilitate and coordinate all connectivity and any necessary work with the purchaser's telephone/radio equipment vendor and/or the telephone company.

Provisions: Where a Master Services Agreement (MSA) exists between SCI and Customer, provisions of this order supersede any conflicting Terms and Conditions in the MSA. Issuance of a Purchase Order by Customer constitutes acceptance of Terms and Conditions set forth herein.

CFE Installation:
Please note:SCI installation charges apply per recorder installation. For all Customer provided hardware, Customer is responsible for any additional software installation charges which are as a result of but not limited to the failure, misconfiguration or incorrect operating system of such hardware. Any repeated installations required due to the above will be billed additional installation charges.

Confidentiality:
All documentation and information which are either designated as confidential or proprietary or would reasonably be considered to be confidential or proprietary, including without limitation, drawings, listings, techniques, algorithms, processes and technical and marketing information, business data and employee information which are transferred between the parties in connection with this agreement ("Proprietary Information") (other than documentation and information intended for general distribution to third parties) shall be held in strict confidence by the parties, and shall not be disclosed or used in any fashion other than pursuant to the terms of this agreement without the other party's prior written consent. Each party's proprietary information and all other items related thereto, including, without limitation, programs, methods of processing, specific design and structure of individual programs and their interaction, and the unique programming techniques employed therein, and all enhancements, modifications, updates, and derivative works thereof are and shall remain the sole and exclusive property of such party and shall not be sold, revealed, used, disclosed, transmitted or otherwise communicated, directly or indirectly, by the other party except as expressly provided for in this Agreement. Each party agrees to protect the others' proprietary Information with the same standard of care and procedures that it uses to protect its own trade secrets and Proprietary Information of a confidential nature.

Force Majeure:
Neither party shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts due to events of nature, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government or agency or officials thereof, other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without fault or negligence of the party claiming excusable delay and the party claiming excusable delay must promptly notify the other party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay, which is excusable under this paragraph, provided, however, that if any such delay continues for a period of more than sixty (60) days, the party not claiming excusable delay shall have the option of terminating the order or service upon written notice to the party claiming excusable delay.

Please remit all Purchase Orders to Sound Communications Inc. via:		
EMAIL: **sales@soundcommunications.com**	MAIL: **Sound Communications Inc.** **3474 Park Street** **Grove City, Ohio 43123**	FAX: **614.875.8179** **Attn: Sales**
Federal Tax ID 31-1331321		DUNS # 621360361

Quote ID:	Beachwood - Verint v15 - 32 042319DCC	**Purchase Price:**	$19,646.25	**Customer Initials:**	

The person executing this agreement on behalf of purchasing party represents and warrants that this agreement has been authorized by all necessary parties, is validly executed by an authorized officer or agent, and is binding upon the company in accordance with its terms.

Authorized Signature: ______________________ **Date:** __________ **P.O. #** ______________

Tina Turick

From:	Venita Barham
Sent:	Thursday, May 17, 2018 2:29 PM
To:	Tina Turick
Subject:	MAYOR'S APPOVAL - Audiolog Maintenance and Support Renewal
Attachments:	Audiolog Digital Recording System.pdf

Dear Tina,

Attached is the paperwork for review and approval by the Mayor. Please let me know if the Mayor has any questions or concerns.
Thanking you in advance for your consideration to this matter.

APPROVED
SIGNATURE [signature]
DATE 5/24/18

City of **Beachwood**

INTEROFFICE MEMORANDUM

TO: *Mayor Martin S. Horwitz*

FROM: *Chief Gary Haba* *CH 37

DATE: *16 May 2018*

SUBJECT: *Audiolog Maintenance and Support Renewal*

For your review are the attached documents regarding the renewal information of the annual maintenance and support coverage agreement with Sound Communications, Inc., for the Audiolog Digital Recording System. The police and fire departments currently utilized the Verint Audiology system for advanced multi-media/stand-alone recording and playback, which is housed on a specialized server within a networked environment. This was a planned expense and funds allocated in the 2018 budget.

The system is capable of simultaneously supporting full-time, record-on-demand, event driven, and/or scheduled recording. Consultation, comprehensive training and expert 24/7 technical support are available under the renewal. I respectfully recommend approval to renew the (Standard Plan) with Sound Communications, Inc. in the amount not to exceed $5,191.16.

Please contact me with any questions or concerns.

City of Beachwood **PURCHASE REQUISITION** Req. № 113754

DATE	REQUESTED BY	DEPARTMENT	P.O. NUMBER
MAY 16, 2018	CHIEF GARY HABA	POLICE	

VENDOR NAME & ADDRESS	THIS ORDER MUST SHIP NO LATER THAN	SHIP TO
SOUND COMMUNICATIONS 3474 PARK STREET GROVE CITY, OHIO 43123 ATTN: JAMES JACOBS	/ /	CITY OF BEACHWOOD ATTN: SHIPPING ADDRESS: 2700 RICHMOND ROAD CITY & STATE: BEACHWOOD, OHIO 44122

QUANTITY	ACCOUNT NO.	STOCK NO. / DESCRIPTION	UNIT PRICE	AMOUNT
		RENEWAL FOR MAINTENANCE AND SUPPORT OF THE AUDIOLOG DIGITAL RECORDING SYSTEMS.	$5,191.16	$5,191.16
			TOTAL AMOUNT	$5,191.16

X #437
AUTHORIZED SIGNATURE

PURCHASING SUPERVISOR'S APPROVAL DATE

WHITE = Purchasing Department YELLOW = Requisitioner's Copy

101.221.57230.

Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

www.soundcommunications.com

Annual Maintenance & Support Coverage Offer & Acceptance

Sound Communications, Inc., is pleased to provide this renewal of Maintenance & Support Coverage on your Verint Audiolog system at the level shown below. To maintain your coverage with no lapses, we must receive your Renewal via fax, email, or standard mail, by no later than midnight of the date shown. In addition, Payment must be received by no later than 10 days after the renewal date, or coverage may lapse. If you would like to discuss other coverage options, or are considering a change to service on a time and materials basis please contact us at the number shown above. Our current support rates are shown below. Please be aware that customers covered by an Annual Maintenance & Support plan always receive priority queuing for support requests. In addition, guaranteed response times are only offered in conjunction with maintenance and support agreements. Please refer to the accompanying current Terms & Conditions document for more information.

Customer Name: Beachwood Police Department   Phone: 216-595-3731

Billing Contact Name: Gary Haba   E-Mail: gary.haba@beachwoodohio.com

Billing Address: P.O. Box 22659 Beachwood, Ohio 44122

System Location (if different):

Coverage Dates: 7/07/2018 to 7/06/2019   System Identifier: Dongle #19371

Plan Level:	**Standard**	**Enhanced**	**Premier**
Plan Cost:	**$5,191.16**	**$5,960.22**	**$6,729.28**

This Offer extended on behalf of Sound Communications, Inc., by: James W. Jacobs

James W. Jacobs, Controller

By my signature below, I affirm that I am authorized to accept, and do accept, this Offer on behalf of my organization. We agree to the payment terms as outlined in the Terms & Conditions.

Signature: ____________________   Date: ____________________

(if different from Billing Contact above, please provide new information below)

PO#: ____________________

	Billing Contact (if different)	System Supervisor
Name:		
Phone:		
Fax:		
Email:		
Cell (optional):		

SCI Hourly Support Rates as of: 1/1/2015

	Business	After-hours	Weekend & Holiday
Phone	$105.00	$145.00	$230.00
Remote Access	$125.00	$175.00	$260.00
In-House	$115.00	$160.00	$245.00
Onsite	$185.00	$265.00	$350.00
Trip Charge	$150.00	$200.00	$250.00

Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

www.soundcommunications.com

Annual Maintenance & Support Coverage: Standard Plan

Item	Description		Price
New System Quote	48 Channel (24 ANA 24 VoIP) SCI Optimized Max Pro Recording Server with one LD2409 24 port analog card, one Intel-PRO/1000GT Dual Port Server Adapter and one Blu-Ray Archive Drive		
	Audiolog Base Server Software and Licensing		
	33 seats Audiolog Operational Recording License		
	15 seats Audiolog Operational Quality Monitoring License		
	Annual Standard Maintenance & Support Total		$5,191.16

Standard Maintenance & Support Coverage provides standard service pack releases and emergency software patches, and phone/remote support during regular business hours (Monday-Friday, 8:00am-5:00pm ET). System hardware is covered for repair or replacement when the server is shipped to SCI for diagnostic troubleshooting. For additional service contract provisions, refer to the Terms & Conditions.

Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

www.soundcommunications.com

Annual Maintenance & Support Coverage: Enhanced Plan

Item	Description	Price
New System Quote	48 Channel (24 ANA 24 VoIP) SCI Optimized Max Pro Recording Server with one LD2409 24 port analog card, one Intel-PRO/1000GT Dual Port Server Adapter and one Blu-Ray Archive Drive	
	Audiolog Base Server Software and Licensing	
	33 seats Audiolog Operational Recording License	
	15 seats Audiolog Operational Quality Monitoring License	
	Annual Enhanced Maintenance & Support Total	**$5,960.22**

Enhanced Maintenance & Support Coverage provides repair or replacement of hardware, standard service pack releases and emergency software patches, and phone/remote/onsite support during extended hours (Monday-Friday, 8:00am-8:00pm ET). For additional service contract provisions, refer to the Terms & Conditions.

Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

www.soundcommunications.com

Annual Maintenance & Support Coverage: Premier Plan

Item	Description	Price
New System Quote	48 Channel (24 ANA 24 VoIP) SCI Optimized Max Pro Recording Server with one LD2409 24 port analog card, one Intel-PRO/1000GT Dual Port Server Adapter and one Blu-Ray Archive Drive	
	Audiolog Base Server Software and Licensing	
	33 seats Audiolog Operational Recording License	
	15 seats Audiolog Operational Quality Monitoring License	
	Annual Premier Maintenance & Support Total	$6,729.28

Premier Maintenance & Support Coverage provides repair or replacement of all covered hardware; standard service pack releases and emergency software patches; phone/remote/onsite support on a 24/7/365 basis; one annual training session (web-delivery or at Sound Communications) upon request; and one annual remote system inspection and maintenance check upon request. For additional service contract provisions, refer to the Terms & Conditions.

Service and Support Guide

Sound Communications (SCI) is committed to partnering with our customers so that you achieve the highest levels of success with the deployment and ongoing use of your system(s). This document is designed to explain how our Technical Service department works, and how you can work with us to ensure we meet this commitment.

Roles and Responsibilities

Once deployment of the system(s) has been completed, the customer is responsible for certain tasks which may vary depending on the type of system purchased (e.g. Audiolog, SCI-DVR, etc.). Tasks which are the customer's responsibility are covered in the Administrator Training conducted at the time of installation. If your administrator changes, we highly recommend the new administrator receive formal training as well (this is a requirement for Maintenance & Support customers). Training may be purchased at any time through our Professional Services Division.

In general, tasks which are the **Customer's** responsibility include:

- Maintaining any integration tables and user-specific configurations required by your system
- Responding to server and/or application alarms and contacting SCI as needed for further support
- Applying Windows updates per the guidelines provided by SCI
- Maintaining/updating anti-virus software (if desired) per the guidelines provided by SCI
- Maintaining any user-supplied hardware on which system software resides
- Providing and maintaining PCs on which client software resides, including hardware, operating system software, sound cards, and network connections

Tasks which are the responsibility of Sound Communications' **Technical Services** Division include:

- Answering technical questions about products. Such inquiries may include but are not limited to, inquiries that require an explanation of a feature, function or error message, as well as questions relating to the system administration of a product
- Analyzing an issue to isolate specifically where a problem resides
- Remote analysis conducted by logging into remote systems, reviewing and analyzing of log files and traces as well as problem replication and solution recommendations
- Applying fixes and/or known workarounds including but not limited to application of Service Packs and Hot fixes
- Onsite replacement of defective hardware and other support as may be necessary

Tasks which may also require involvement by **Product Development** personnel include:

- Advanced testing and diagnosis of an issue
- Assembly of verifiable, reproducible product defects, errors or problems and supporting documentation to diagnose, fix or work around a problem that is believed to be a product defect for which no known patch exists
- Development and delivery of any work-around for product defects, errors or problems
- Advanced engineering support to develop a code fix, patch or an advanced work around
- Workarounds for configurations, customizations and third-party products, provided that they have been approved in advance.

All Product Development support is provided via remote access. All requests are triaged and prioritized according to issue severity, with Emergency Issues (production systems that are inoperable) receiving top priority.

Support Rates and Charges

For customers not covered by a Maintenance and Support Agreement, the following hourly charges apply:

	Business (M-F 8:30am-5:00pm ET)	After Hours	W/E & Holiday
Phone	$105.00	$145.00	$230.00
Remote Access	$125.00	$175.00	$260.00
In – House	$115.00	$160.00	$245.00
On Site	$185.00	$265.00	$350.00
Trip Charge	$150.00	$200.00	$250.00

Sound Communications, Inc.
3474 Park St. • Grove City, OH 43123
Phone 614-875-8500 • Toll-free 800-556-8556 • www.soundcommunications.com
5/11

Opening a Service Request

There are two ways to open a service request.

By telephone:

You can reach our Technical Services Division by calling toll free 1-866-371-TECH (8324). Local customers can call 614-875-8500 and follow the prompts for technical support. Emergency issues should **ALWAYS** be reported by phone.

By email:

Please send all technical service/support related emails to us at tech.support@soundcommunications.com. Please **DO NOT** direct technical support issues to individual technicians. The address shown here reaches our entire team, and enables us to serve your most quickly in the event a given technician is out of the office. If you are reporting an issue after-hours, and want a response prior to the next business day, please contact us by phone as email is only monitored during regular business hours. This includes automated AMC emails in cases where the customer has chosen to copy SCI.

The following information is required to open a service request:

- System identification (serial number, dongle number or other information to help us identify your system)
- Contact name (trained system administrator working on the issue), phone number and cell/pager number.
- Detailed description of the problem
- Events that led to the problem, if applicable, such as any recent configuration changes made to the System or integrated pieces of equipment (e.g. network, desktop, switch, etc.)
- Detailed description of any troubleshooting steps taken to date and whether or not issue can be duplicated (provide directions on any steps to duplicate it).

A service request tracking number will be provided to you and should be reference whenever you update or inquire about case status. SCI will remotely access the system equipment and work with your system administrator towards the diagnosis and resolution of the problem. More than 80% of service issues are resolved either through telephone support or remote access. If the issue requires a site visit, this will be coordinated with your system administrator.

A Note About Client Issues

Client issues are a challenge to troubleshoot since they are impacted by systems over which we have no input or control (e.g. desktop configurations, LAN/WAN configurations, etc.). In these cases, we will likely need assistance from your organization's IT/desktop support team as well as some or all of the following information:

- Bitmap images of screen errors or configurations
- Event viewer logs
- O/S of client PC (with SP level)
- Client software version
- Whatever other information you deem helpful to us

Please remember that client workstations must meet minimum requirements provided. Although SCI will provide support and assistance, your organization's IT team is ultimately responsible for troubleshooting client connectivity issues due to permissions, client-OS, and LAN configurations.

Escalating an Issue

If you need to escalate an existing case or are requesting focused attention on a critical issue please utilize the escalation chart shown below:

Escalation Level	Contact	Title	Contact Number	Email
Initial Reporting	Sound Communications Technical Support		866-371-8324 614-875-8500	tech.support@soundcommunications.com
Level 1	Jim Capriotti	Technical Support Manager	614-317-9064	jcapriotti@soundcommunications.com
Level 2	Darin Cooper	Director/CTO	614-317-9060	dcooper@soundcommunications.com

Maintenance & Support Agreement: Terms & Conditions

Definitions

"Software" means any computer programs which may be licensed to the Customer as part of their Verint Audiolog digital recording system and covered under this Agreement.

"Service Pack Release" means a maintenance software release that includes fixes to defects found in the product.

"Optional Feature" means software functionality above and beyond core version functionality and for which a separate license is required.

"Hardware" means computer(s) and related equipment supplied to the Customer by Sound Communications and covered by this Agreement.

"Product(s)" and **"System"** mean the hardware purchased by and software licensed to the Customer and covered by this Agreement.

"Plan Level" means the Maintenance & Support Plan Level selected by the Customer.

"Emergency Issue" means a production System is in a state of total inoperability.

"Non-Emergency Issue" means any question or service request not meeting the definition of an Emergency Issue.

"Regular Business Hours" means 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, except holidays. Holidays are defined by SCI and encompass typically business holidays observed in the U.S.

"Extended Business Hours" means 8:00 a.m. to 8:00 p.m. Eastern Time. Monday through Friday, except holidays. Holidays are defined by SCI and encompass typically business holidays observed in the U.S.

"Weekends and Holidays" means 5:00 p.m. on Friday through 8:30 a.m. on Monday, and any holidays as defined by SCI (typically business holidays observed in the U.S.) from 12:01 a.m. the morning of the holiday to 8:30 a.m. the following morning.

"Installation Date" means (1) signing date of Installation Verification document (2) date of first commercial use of System, or (3) 60 days from delivery date of System to Customer premises, whichever comes first.

Coverage Information

Sound Communications, Inc. (hereafter SCI) offers three plans for Maintenance & Support coverage. These plans are:

Standard Plan: provides for standard service pack releases, emergency software patches and software upgrades (all services to deploy upgrades are billable), and phone/remote support during Regular Business Hours. Covered system Hardware is covered for repair or replacement when the server is shipped to SCI for diagnostic troubleshooting. SCI shall use its best efforts to initiate response within (2) hours for Emergency Issues and by the next business day for Non-Emergency Issues reported during Regular Business Hours. Onsite and/or support outside of Regular Business Hours (e.g. after-hours) may be provided for the Customer's convenience, but is not guaranteed. If onsite, after-hours or move/add/change support is requested by the Customer and provided by SCI, SCI may charge for such support on a time and materials basis (based on SCI's discounted labor rates and trip charge waiver for customers under maintenance), and Customer agrees to pay such charges.

Enhanced Plan: provides for repair or replacement of covered system Hardware; standard service pack releases, emergency software patches and software upgrades (remote, business-hours services to deploy upgrades are included; after-hours and/or onsite services may be billable); and phone/remote/onsite support during Extended Business Hours. SCI shall use its best efforts to initiate response within (1) hour for Emergency Issues and on the same business day for Non-Emergency Issues reported during Regular Business Hours. SCI shall use its best efforts to initiate response within (2) hours for Emergency Issues, and by the next business day for Non-Emergency Issues reported outside of Regular Business Hours. Support outside of Extended Business Hours (e.g. after-hours) may be provided for the Customer's convenience, but is not guaranteed. If after-hours or move/add/change support is requested by the Customer and provided by SCI, SCI may charge for such support on a time and materials basis (based on SCI's discounted labor rates and trip charge waiver for customers under maintenance) and Customer agrees to pay such charges.

Premier Plan: provides for repair or replacement of covered system Hardware; standard service pack releases, emergency software patches and software upgrades (all services to deploy upgrades are included); phone/remote/ onsite support on a 24/7/365 basis; one annual training session (web-delivery or at Sound Communications) upon request; and one annual remote system inspection and maintenance check upon request. SCI shall use its best efforts to initiate response within (1) hour for Emergency Issues and within (4) hours for Non-Emergency Issues reported during Regular Business Hours. SCI shall use its best efforts to initiate response within (2) hours for Emergency Issues and by the next business day for Non-Emergency Issues reported outside of Regular Business Hours. Customer also receives SCI's discounted labor rates and trip charge waiver for moves, adds, changes and service subject to coverage limitations.

Software Upgrade Policy

The Customer is eligible for software upgrades based on the Plan as described above. Covered software upgrades shall include all versions that the software developer makes generally available (GA) and includes in its software assurance or maintenance program. Software upgrades shall *not* include the following: operating system upgrades; database upgrades; changes or modifications to the System that are not made generally available (GA) by SCI or the software developer; new products and/or features that were previously not available (e.g. speech analytics); and custom programming or other technical/professional services except as noted above.) In addition, the following apply to all upgrades and Plan levels:

- If Customer desires to be upgraded, and their current recording server requires any modifications to make it compatible with the upgrade, Customer is responsible for the cost of these modifications.
- If an upgrade includes additional Optional Features, Customer will be required to purchase a license for any such Optional Features that Customer chooses to implement.
- Unless approved by SCI in writing and in advance, installation of any update by anyone other than SCI or an authorized SCI representative may terminate SCI's obligations under this Agreement.

Remote Access Requirements

SCI requires remote access to the Customer's System in order to provide remote technical support and ensure prompt response times. SCI supports a variety of remote access alternatives, with VPN being the preferred alternative. Provision of remote access by the Customer will constitute permission for any support requested under this Agreement. Failure to provide remote access may result in additional charges.

Customer-Furnished Equipment

If Customer provides any Hardware, warranty and support coverage is limited to the Software and any Hardware supplied by SCI. In order for SCI to diagnose a problem, it will be necessary for SCI to run tests on Customer-provided Hardware. Should onsite service be required, and it is determined that the problem is related to Customer-provided Hardware, SCI may charge Customer for time and materials (based on SCI's discounted labor rates and trip charge waiver), and Customer agrees to pay any such charges.

Third-Party Software Installations

SCI recommends that, in the event Customer desires or requires installation of third-party software on a System server or servers, Customer should notify SCI prior to such installation. Should onsite service be required subsequent to such installation, and it is determined that the problem is related to such third-party software, SCI may charge Customer for time and materials (based on SCI's discounted labor rates and trip charge waiver), and Customer agrees to pay any such charges.

Anti-Virus Software Maintenance Policy

SCI recommends that all Systems be protected with anti-virus software. Customer may choose to supply and maintain anti-virus software provided such software is sourced from a Microsoft-approved anti-virus software partner. Alternatively, Customer may choose to have SCI install anti-virus software, with the latest virus inoculation file updates, on all servers that SCI supplies. In this case, maintenance of virus protection updates is transferred, along with responsibility for any yearly subscription fees, to the Customer upon installation of the System. In the event that Customer fails to maintain virus protection, SCI may charge Customer (based on SCI's discounted labor rates and trip charge waiver) for any support or service required because of viruses, worms, and the like, and Customer agrees to pay any such charges.

Operating System Update Policy

SCI installs the Microsoft Operating System and applicable security patches on servers we supply at the time of System installation. Thereafter, operating system and security updates/patches (regularly made available by Microsoft) are the responsibility of the Customer, based on guidance from SCI as to compatibility. Customer is advised that such updates should not be done on an automatic or "push" basis, and should be done during non-critical business hours. Additional documentation describing recommended update procedures is available from SCI's Technical Support Department.

Service & Support Process

Upon acceptance and/or renewal of Maintenance & Support coverage, Customer shall designate one person to serve as the primary point of contact with SCI for all service activities performed under this Agreement. This person shall be designated as System Supervisor, and shall be an appropriately qualified person who has been trained in the operation and administration of the System. The System Supervisor may open service requests, in accordance with the Customer's selected Plan, by contacting SCI's Technical Support Department via local phone (614-875-8500), toll-free phone (1-866-371-8324) or email (tech.support@soundcommunications.com). Additional Customer personnel may open service requests only if they have been verified by the System Supervisor as having authorization to do so. If personnel changes require appointment of a new System Supervisor, Customer is responsible for securing appropriate Administrator training from SCI at then-current rates.

Onsite Service

SCI's obligations to provide onsite service under this Agreement are conditioned upon the Customer:

- Granting SCI reasonable access to the System to perform services thereon,
- Providing SCI a secure and safe work environment and any necessary electrical and/or telecommunications connections and ancillary equipment, and
- Providing a technical point of contact that is onsite and available at all times while an SCI System Specialist is onsite.

If Customer does not meet any one of these foregoing conditions, and a return trip is required which could have been avoided had such condition been met, SCI may charge for time and materials for the trip in which Customer failed to meet such conditions, and Customer agrees to pay any such charges (based on SCI's discounted labor rates and trip charge waiver).

Coverage Period & Lapse in Coverage

The initial System purchase price includes full hardware warranty and 24/7/365 technical support coverage for a Maintenance Period of one year from the Installation Date. SCI recommends that maintenance and support coverage remain in place at all times, and an offer for maintenance and support coverage renewal will be sent approximately 60 days prior to the expiration date of existing coverage.

Coverage must be renewed and fees paid by no later than 10 days after the renewal date to avoid lapse. In the event coverage lapses, SCI may reactivate coverage on the following conditions:

- SCI will inspect System to ensure it is in performing normally. Should any work be required to restore System to normal operation, Customer agrees to pay for such work on a time and materials basis (subject to SCI's then-current rates), and
- Customer agrees to pay a reactivation fee equal to 10% of the annual cost of the new Maintenance & Support plan to cover administrative and other costs associated with the Maintenance & Support reactivation.

Coverage Limitations & Exclusions

SCI's responsibility with respect to this Agreement is limited to Hardware and Software supplied by SCI and/or covered by this Agreement. SCI is neither responsible nor liable for loss of business to Customer due to hardware/software failure, nor for any indirect, consequential or incidental damages. In the unlikely event of SCI's material breach of its obligation under this Agreement, Customer shall receive a credit not to exceed the prorated amount for any unused time period remaining under the then-current maintenance and support Agreement.

Maintenance & Support coverage specifically excludes moves, additions and/or changes to the System that may be requested by the Customer during the term of this Agreement. These include, but are not limited to: work due to changes in the Customer's existing environment (PBX, network, desktop applications, etc.), IP address changes; physical relocation of System components; start up/shut down of System; anti-virus updates; and Microsoft security updates. SCI will quote pricing, based on discounted labor rates and trip charge waiver, for work associated with moves, additions and changes on a case-by-case basis as requested by the Customer.

Also excluded from coverage are repair or maintenance for damages or System failure due to misuse, negligence, tampering, accident, abuse, flood, fire, wind, acts of God or public enemy, wiring, repair or alteration by anyone other SCI with SCI's prior written approval. Damage caused by equipment or lines of the host telephone system, and parts which have been damaged or consumed by pests or domestic animals, lost or stolen, are similarly excluded from coverage. SCI will quote pricing, based on discounted labor rates and trip charge waiver, for work resulting from any such excluded causes on a case-by-case basis as requested by the Customer.

While it is the intention of SCI to offer contracted maintenance and support for every System, advances in technology at times limit our ability to do so. Therefore in the event a System has been covered by an Agreement for four (4) or more years, SCI may choose to support said System on a time and materials basis only, based on the age of and general support for the System's Hardware and operating system. In such case, SCI will provide a minimum of forty-five (45) days notice and offer Customer a trade-in option to upgrade the System and continue maintenance and support on a contracted basis.

Force Majeure

SCI will not be liable for any failure to perform due in whole or in part to unforeseen circumstances or causes beyond SCI's control When any such circumstance(s) exist, SCI shall have the right, in its sole discretion, to allocate available services and resources among any and all customers, or to suspend its obligations entirely for the period of time it is hindered or prevented from performing such obligations, provided that SCI exercises due diligence to remove the cause of such failure

Notification

Any communication between SCI and Customer, pursuant to this Agreement, shall be made in writing and shall be deemed to have been given if personally delivered, faxed, emailed to the last known email address of the billing contact and/or System Supervisor, or mailed by registered mail to the last known address of the parties or to such other address as the parties may direct in writing

INTRODUCED BY: AMENDED ORDINANCE NO. 2019-20

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

WHEREAS, Rico Pietro and Chad Kertesz on behalf of HCRI Beachwood Inc., have requested an amendment to BCO Chapter 1111, Section 1111.02, subsection (l) Class U-7A Uses; and

WHEREAS, it is Council's desire to refer said requested amendment to its Planning and Zoning Commission for study and a report and recommendation in accordance with BCO 1107.01.

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

Section 1: The Council of the City of Beachwood, having received, on or about December 28, 2018, the attached request on behalf of HCRI Beachwood Inc. for an amendment to the City's Planning and Zoning Code, which is attached hereto and incorporated herein as Exhibit "A", does hereby place said proposed amendment on first reading, and refers the proposed amendment to the Planning and Zoning Commission for its report and recommendation.

Upon receipt of the report and recommendation of the Planning and Zoning Commission, the issue of the within the zoning amendment shall be set for a Public Hearing on the 1st day of July, 2019 at Beachwood City Hall, Council Chambers, and shall be read by Council on three separate occasions.

Section 2: The Clerk of Council is directed to advertise this hearing in a newspaper of general circulation in the City for a period of note less than thirty (30) days prior to the Public Hearing, setting forth the substance of the proposed amendment.

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.

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 __ day of ___________, 2019 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ___ day of ______________, 2019.

____
Clerk

Approval: I have approved this legislation this ___ day of _____________, 2019 and filed it with the Clerk.

____
Mayor

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.

Date of Public Notice: **June 7, 2019** Cuyahoga County

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 to extend a road to connect Rockside Woods Boulevard North to Brecksville Road in Independence. The application was submitted by City of Independence. The project is located south of State Route 480 between Rockside Woods Boulevard and Brecksville Road, in Independence. The Buffalo District Corps of Engineers Public Notice Number for this project is 2018-00922. The Ohio EPA ID Number for this project is 196311.

Discharges from the activity, if approved, would result in degradation to, or lowering of, the water quality of the Cuyahoga 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 **June 7, 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.

Ohio Environmental Protection Agency

Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

RE: Division of Surface Water Public Notice

Ladies and Gentlemen:

You are receiving this public notice because you are on the Division of Surface Water mailing list and as required by Ohio Administrative Code 3745-49 are hereby notified of the attached action.

Public notices are mailed to any person that has requested to be on the Ohio EPA, Division of Surface Water mailing list or any local governmental agency that could have jurisdiction over water impacted by the discharge.

If you have an interest in this matter, please see the attached notice for further instructions on options for commenting or participating in the pending action.

Sincerely,

Kevin J. Fowler, Supervisor
Permit Processing Unit
Division of Surface Water

50 West Town Street • Suite 700 • P.O. Box 1049 • Columbus, OH 43216-1049
epa.ohio.gov • (614) 644-3020 • (614) 644-3184 (fax)