

Beachwood City Council Meeting Agenda
Monday, March 2, 2020, 7:00 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

-Pledge of Allegiance to the Flag of the United States of America-
Pledge led by: Christian Hermenier

Agenda Items

1. Roll Call
2. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
3. Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each)
4. Approval of Minutes

Approval of the Minutes of the Finance and Insurance Committee Meeting held on February 3, 2020
Approval of the Minutes of the Committee of the Whole Meeting held on February 3, 2020
Approval of the Minutes of the Finance and Insurance Committee Meeting held on February 10, 2020
Approval of the Minutes of the Planning and Zoning Committee Meeting held on February 20, 2020
5. **Oath of Office administered by Mayor Martin S. Horwitz to:**
Natalie Keyerleber - Member, Stormwater Commission
6. Economic Development Committee
Ordinance No. 2020-34

An Ordinance Authorizing the Sale of City Property Located at 24619 Chagrin Boulevard, Beachwood, Ohio; and Declaring this to be an Urgent Measure
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7. Finance & Insurance Committee
Ordinance No. 2020-35

An Ordinance authorizing and directing the payment of Certain Claims (Bills) for Professional and Other Services; and declaring this to be an urgent measure
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| 8. | Finance & Insurance
Committee
Ordinance No. 2020-36 | An Ordinance authorizing the Mayor to renew a Contract with Otis Elevator Company for Elevator Maintenance; and declaring this to be an urgent measure |
| 9. | Finance & Insurance
Committee
Ordinance No. 2020-31 | An Ordinance making appropriations for current expenditures and other expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2020, January 1, 2020 to December 31, 2020, inclusive; and declaring this to be an urgent measure
Placed on First Reading: February 20, 2020 |
| 10. | Planning & Zoning
Committee
Ordinance No. 2020-37 | An Ordinance Amending BCO Chapter 1124, Section 1124.10, titled "Rezoning" of the City of Beachwood, Ohio Planning and Zoning Code |
| 11. | Public Works Committee
Ordinance No. 2020-38 | An Ordinance authorizing the Mayor to enter into a Cost Sharing Agreement with the Village of Highland Hills, Ohio for a Culvert Rehabilitation Project; and declaring this to be an urgent measure |
| 12. | Public Works Committee
Ordinance No. 2020-39 | An Ordinance authorizing the Mayor to enter into an Agreement with the Ohio Department of Transportation ("ODOT") for the upgrade of guardrail end treatments on Richmond Road in the City of Beachwood, Ohio; and declaring this to be an urgent measure |
| 13. | Recreation/Community
Services Committee
Ordinance No. 2020-40 | An Ordinance authorizing the Mayor to purchase Pool Chemicals from Patterson Pools, LLC through the end of the 2020 season for the City of Beachwood, Ohio Family Aquatic Center; and declaring this to be an urgent measure |
| 14. | Recreation/Community
Services Committee
Ordinance No. 2020-41 | An Ordinance accepting a quotation from David Williams & Associates, Inc. DBA GameTime for the purchase of Shade Shelters for Barkwood; and declaring this to be an urgent measure |
| 15. | Safety & Public Health
Committee
Ordinance No. 2020-42 | An Ordinance authorizing the Mayor to purchase one (1) LifePak 15 Cardiac Monitor/Defibrillator Unit and Accessories and a two (2) year Service Agreement from Stryker for the City of Beachwood, Ohio Fire & Rescue Department, and authorizing the Trade-In of one (1) LifePak 12 Cardiac Monitor/Defibrillator Unit to offset a portion of the cost of the new equipment purchase; and declaring this to be an urgent measure |

Any other matters coming before City Council

Adjournment

**BEACHWOOD CITY COUNCIL FINANCE AND INSURANCE COMMITTEE MEETING
HELD AT BEACHWOOD CITY HALL, CONFERENCE ROOM A, 25325 FAIRMOUNT
BOULEVARD, ON MONDAY, FEBRUARY 3, 2020 AT 6:00 P.M.**

The meeting was called to order at 6:04 P.M. by Chairman Eric Synenberg.

ROLL CALL:	Present	E. Synenberg, B. B. Janovitz, J. Taylor
	Absent:	None.
	Also Present:	Mayor Martin S. Horwitz, J. Berns, M. Burkons, A. Isaacson, J. Pasch, D.A. Calta, L. Heiser, T. Turick

1. Mayor's Reports.

None.

2. Discussion regarding 2020 Budget

Mr. Synenberg introduced this item and mentioned the timeline for passing the budget.

Mr. Synenberg stated that the deadline is March 31st, 2020 and Council would like this to be read three times.

Mr. Heiser discussed the proposed changes from the previous meetings including the addition of the trailer camera and Assistant Police Chief. The newest proposed budget is attached hereto for the official record

Mr. Pasch thanked the administration for presenting a well thought out budget with a focus on sustainability.

Mr. Heiser stated that he included the cost of the Tornado Siren alerting system to further that sustainability.

3. Any other matters coming before the Finance and Insurance Committee

Mr. Heiser mentioned that he wanted to discuss the Police Department Credit Card Convenience fees ahead of the adopting new BCO Chapter 136 titled "Payments by Financial Transaction Device."

Mr. Heiser presented the Committee with proposed flat rate fees for Credit Card Processing in the Police Department. Those proposed amounts are attached hereto for the official record.

In the interest of time, Mr. Synenberg stated that he would like to continue discussing this item in a later meeting and asked the Clerk to put this on the next available Finance and Insurance Committee Agenda.

Adjournment

Moved by E. Synenberg, seconded by J. Taylor, at 6:58 P.M. to adjourn the Finance and Insurance Committee to the next regularly scheduled Council Meeting.

Yes:	E. Synenberg, B. B. Janovitz, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.
MOTION ADOPTED	

Approved:

Martin S. Horwitz, Mayor

Whitney M. Crook, Clerk of Council

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 COMMITTEE OF THE WHOLE MEETING
HELD AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS, 25325 FAIRMOUNT
BOULEVARD, ON MONDAY, FEBRUARY 3, 2020 IMMEDIATELY FOLLOWING THE
REGULAR CITY COUNCIL MEETING**

The meeting was called to order at 7:31 P.M. by Council President James Pasch.

ROLL CALL:	Present	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	Absent:	None
	Also Present:	Mayor M.S. Horwitz, D. A. Calta

1. Mayor's Report

None.

2. Discussion regarding a Resolution in favor of the 2020 Cuyahoga County Health & Human Services Levy

Mr. Pasch introduced this item for discussion and turned it over to Mr. Synenberg for further clarification

Mayor Horwitz stated he has endorsed this item and would like Council to adopt a Resolution in favor of this Levy.

Mr. Pasch requested a short Special Council Meeting on February 10, 2020 for further discussion if needed and approval.

3. Any other matters coming before the Committee of the Whole

None.

Adjournment

Moved by A. Isaacson, seconded by J. Pasch, at 7:44 P.M. to adjourn the Committee of the Whole Meeting to the next regularly scheduled Council Meeting.

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

Approved:

Martin S. Horwitz, Mayor

Whitney M. Crook, Clerk of Council

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**BEACHWOOD CITY COUNCIL FINANCE AND INSURANCE COMMITTEE MEETING
HELD AT BEACHWOOD CITY HALL, CONFERENCE ROOM A, 25325 FAIRMOUNT
BOULEVARD, ON MONDAY, FEBRUARY 10, 2020 AT 6:00 P.M.**

The meeting was called to order at 6:04 P.M. by Chairman Eric Synenberg.

ROLL CALL:	Present	E. Synenberg, B. B. Janovitz
	Absent:	J. Taylor
	Also Present:	Mayor Martin S. Horwitz, J. Berns, M. Burkons, A. Isaacson, J. Pasch, C. Arrietta, D.A. Calta, L. Heiser, T. Turick, Joe Ciuni, Kevin Westbrook

1. Mayor's Reports.

Mayor Horwitz spoke to Council about the ODOT project for safety improvements on Chagrin Boulevard.

Mayor Horwitz stated that new funding has developed as well as a possible federal grant for funding.

J. Taylor entered the meeting at approximately 6:07 P.M.

Mayor Horwitz also stated that Beachwood has moved up on the list for those proposed improvements.

An updated funding outline was provided to the Committee and is attached hereto for the official record.

Mayor Horwitz would like to schedule a Committee Meeting to discuss this item further.

2. Discussion regarding Enterprise Fleet Management

Mr. Synenberg introduced this item and asked Mr. Heiser to introduce the presenters from Enterprise.

Carl Cultrona and Matthew Byres introduced themselves and gave some background information.

The Enterprise Fleet Management program was overviewed and a brief synopsis was presented which is attached hereto for the official record.

After the presentation, the Committee stated they would like to move forward with the implementation of this program.

3. **Discussion regarding an Ordinance adopting a new BCO Chapter 136 titled “Payments by Financial Transaction Device”**

Mr. Synenberg also introduced this item for discussion.

Mr. Heiser provided the Committee with a fee breakdown specifically for the Recreation Department. This fee breakdown is attached hereto for the official record.

This item was placed on First Reading and was referred to further Committee discussions.

After discussing this item, it was decided to table this indefinitely and not move forward with the adoption and implementation of BCO Chapter 136.

Mr. Synenberg asked if there were any further questions or comments. There were none.

4. **Any other matters coming before the Finance and Insurance Committee**

None.

Adjournment

Moved by E. Synenberg, seconded by J. Taylor, at 7:28 P.M. to adjourn the Finance and Insurance Committee to the next regularly scheduled Council Meeting.

Yes:	E. Synenberg, B. B. Janovitz, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.
MOTION ADOPTED	

Approved:

Martin S. Horwitz, Mayor

Whitney M. Crook, Clerk of Council

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**BEACHWOOD CITY COUNCIL PLANNING AND ZONING COMMITTEE MEETING
HELD AT BEACHWOOD CITY HALL, CONFERENCE ROOM A, 25325 FAIRMOUNT
BOULEVARD, ON THURSDAY, FEBRUARY 20, 2020, AT 6:00 P.M.**

The meeting was called to order at 6:00 P.M. by Chairman Alec Isaacson.

ROLL CALL:	Present	J. Berns, A. Isaacson
	Absent:	J. Taylor
	Also Present:	Mayor M.S. Horwitz, M. Burkons D. A. Calta, T. Turick, G. Smerigan

1. Mayor's Report

None.

2. Discussion regarding Building Code Revisions

Mr. Isaacson introduced this item and turned the discussion over the Mr. Smerigan.

Mr. Smerigan discussed the proposed changes and reviewed the summary of changes.

The proposed changes and summary are attached hereto for the official record.

Mr. Isaacson stated that he would like to see the update Code be open and permissive to innovation and energy saving initiatives.

Mr. Smerigan stated that some provisions have been developed in the amended Zoning Code to allow for certain alternative energy sources.

The Committee was unable to get through the review of the proposed changes and stopped discussion on page 62.

Mr. Isaacson asked the Clerk to schedule another meeting to continue discussions.

Mr. Isaacson wanted to allow sufficient time for the Mayor to discuss another matter.

3. Any other matters coming before the Planning and Zoning Committee

The next matter discussed was brought to the attention of the Committee by Mayor Horwitz.

Mayor Horwitz spoke about a hand delivered letter that was received from the Orlean Company. They are requesting a ninety (90) day extension on their purchase agreement.

Mr. Isaacson agreed to amend the agenda for tonight's meeting and include a Motion to extend the purchase agreement for ninety (90) days.

Mayor Horwitz also discussed a rezoning request at Menorah Park. The proposed language change is attached hereto for the official record. Mr. Isaacson agreed to place this item on the next available Council agenda for referral to the Planning and Zoning Commission.

ADJOURNMENT

Moved by A. Isaacson, seconded by J. Berns, at 6:54 P.M. to adjourn the Planning and Zoning Committee Meeting to the next regularly scheduled Council Meeting.

Yes: J. Berns, A. Isaacson
No: None.
Abstain: None.
Not Voting: None.
MOTION ADOPTED

Approved:

Martin S. Horwitz, Mayor

Whitney M. Crook, Clerk of Council

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.

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

OATH OF OFFICE

I, **Natalie Keyerleber**, do solemnly swear that I will support the Constitution of the United States, the Constitution 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 an **Member of the Stormwater Commission**, for the City of Beachwood, State of Ohio, during my continuance in said office, for the current term ending December 31, 2022.

Natalie Keyerleber

SWORN TO before me and subscribed in my presence this **2nd day of March, 2020.**

Martin S. Horwitz, Mayor

Attn: Beachwood City Council Members, Mayor Horwitz

From: Keri Zipay, Business Retention Specialist

Re: Sale of city-owned property at 24619 Chagrin Blvd.

Date: February 26, 2020

In May of 2019 representatives from Cresco Cushman & Wakefield began representing the sale of parcel 742-16-022, located at the intersection of Chagrin Blvd. and Fire Station Drive. Several offers were received for the property and subsequently reviewed by the administration and City Council members in Executive Session. We are moving it forward for Council consideration. Details for the development of these parcels will be forthcoming in a Development Agreement.

INTRODUCED BY:

ORDINANCE NO. 2020-34

AN ORDINANCE AUTHORIZING THE SALE OF CITY PROPERTY LOCATED AT 24619 CHAGRIN BOULEVARD, BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood owns a 7,400 square foot property located at 24619 Chagrin Boulevard, Beachwood, Ohio ("Property"), also known as a portion of PPN 742-16-022; and

WHEREAS, 24755 Chagrin, LLC desires to purchase the Property for the purpose of development; and

WHEREAS, in accordance with BCO 131.03, the City desires to sell the Property, which is no longer needed for a public use, to 24755 Chagrin, LLC.

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

Section 1: The Mayor is hereby authorized to enter into a Purchase Agreement for the sale of the property located 24619 Chagrin Boulevard, Beachwood, Ohio to 24755 Chagrin, LLC. Said Purchase Agreement shall be in substantially the form set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein and as approved by the Director of Law.

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 public peace, health or safety or the efficient operation of the City, and for the further reason that the property can be put to a more beneficial use at the earliest possible time; 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 2nd day of March, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of March, 2020.

Clerk

Approval: I have approved this legislation this 3rd day of March, 2020, and filed it with the Clerk.

Mayor

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is made and entered into as of this ___ day of _____, 2020 (the “Effective Date”), by and between The City of Beachwood, whose mailing address is 25325 Fairmount Blvd., Beachwood, Ohio 44122 (“Seller”), and **24755 Chagrin, LLC**, an Ohio limited liability company, whose mailing address is 6009-B Landerhaven Drive, Mayfield Heights, Ohio 44124, or its nominee (“Buyer”).

In consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **PROPERTY.** Seller hereby agrees to sell and Buyer hereby agrees to purchase, upon and subject to the terms and conditions hereinafter set forth, that certain real property located at 24619 Chagrin Blvd., Beachwood, Ohio 44122, permanent parcel # 742-16-022, shown on Exhibit A, attached hereto and made a part hereof, together with all easements, rights, privileges and appurtenances thereunto belonging, including, if applicable, all right, title, and interest of Seller in and to any land lying in the right-of-way of any street or alley in front of or adjoining said real property to the centerline thereof (the “Land”), and all improvements, fixtures, and buildings thereon (the “Improvements”) (the Land and the Improvements are sometimes referred to herein collectively as the “Premises”).

2. **PURCHASE PRICE.** The purchase price (“Purchase Price”) of the Premises shall be Eight Hundred Seventy Five Thousand and 00/100 Dollars (\$875,000.00). The Purchase Price shall be paid as follows:

(a) The sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) shall be deposited by Buyer in escrow with Surety Title Agency, Inc. (the “Title Company”) within five (5) days after the Effective Date.

(b) The balance of the Purchase Price, subject to the prorations as set forth herein, shall be deposited by Buyer in escrow with the Title Company on or prior to the Closing Date (as defined below).

3. **TITLE EXAMINATION.**

(a) Promptly after the Effective Date of this Agreement, Buyer shall instruct the Title Company to issue a commitment for an owner’s policy of title insurance (the “Commitment”), in an amount equal to the Purchase Price.

(b) Seller warrants and agrees that the Premises is being sold by Seller to Buyer hereunder free and clear of all liens, claims and encumbrances except for the following title matters:

- (i) any and all provisions of any general ordinance, municipal regulation, or public law;
- (ii) real estate taxes and assessments, if any, both general and special, which are a lien but not then due and payable (the "Taxes");
- (iii) legal highways; and
- (iv) such other matters of record as shown in the Commitment that are acceptable to Buyer.

In the event the Commitment or Survey discloses any matter adversely affecting title to the Premises other than those enumerated above, Buyer shall notify Seller prior to the end of the Due Diligence Period (as defined below). Seller shall use its best efforts to remove the matters objected to by Buyer within thirty (30) days and shall remove by closing any matter that relates to a monetary obligation of Seller. In the event that despite Seller's best efforts it is unable to provide for the removal of an objectionable matter (other than pertaining to a monetary obligation of Seller) then Buyer may either (i) terminate this Agreement and receive a refund of all monies theretofore deposited with the Title Company (in which case all title or escrow costs to the date of termination shall be paid by Buyer), or (ii) waive the objection and proceed to close.

(c) It shall be a condition precedent to Buyer's obligation to purchase the Premises that the Title Company can and will, on the Closing Date, issue to Buyer an owner's policy of title insurance (the "Owner's Policy"), with the standard printed exceptions removed, in the amount of the Purchase Price, insuring that a fee interest in the Premises is vested in Buyer, free and clear from all liens and encumbrances, except for those matters permitted in subsection (b) above.

4. **TITLE TO PREMISES.** On the Closing Date, Seller shall convey good and marketable indefeasible fee simple title to the Premises to Buyer, subject only to the matters contained in Section 3 above, and such other title matters approved by Buyer, by general warranty deed (the "Deed"), duly executed and acknowledged. The Deed shall be in a form and substance satisfactory to Buyer.

5. **SURVEY OF PREMISES.** Seller shall, at its sole expense, provide Buyer a current ALTA/NSPS survey of the Premises ("Survey"), to be prepared by a registered land surveyor, duly licensed in the State of Ohio. The metes and bounds description prepared by the surveyor shall be used in the Deed. The Survey shall be certified to the Buyer and the Title Company. Within five (5) days following the Effective Date, Seller shall provide Buyer with a copy of any survey of the Premises that Seller may have in its possession or control, if any.

6. **DUE DILIGENCE INVESTIGATIONS.** For a period commencing on the Effective Date and ending sixty (60) days thereafter (the “Due Diligence Period”), Buyer, its agents, bankers, contractors and engineers, shall have the right to enter upon the Premises for the purposes of appraising, inspecting the physical condition of, performing an environmental assessment of, and determining the suitability of the Premises for Buyer’s intended uses thereof (the “Due Diligence Investigations”). The right to conduct the Due Diligence Investigations includes the right of Buyer and Buyer’s employees, agents and contractors to enter upon any portion of the Premises to take measurements, do test borings, make inspections, make survey maps, and to conduct geotechnical, environmental, groundwater, wetland and other studies required by Buyer in its sole discretion and to determine the adequacy of utilities servicing the Premises, zoning and compliance with laws. No such Due Diligence Investigations shall constitute a waiver or relinquishment on the part of Buyer of its rights under any covenant, condition, representation, or warranty of Seller under this Agreement. Within five (5) days after the Effective Date, Seller shall provide Buyer with copies of any and all environmental, engineering and other such reports in Seller’s possession relating to the Premises.

7. **ZONING, PLANS AND APPROVALS.** Buyer, at its sole expense, shall, with Seller’s cooperation and assistance, endeavor to obtain a rezoning of the Premises to a classification of U-4A, which zoning approval shall be a condition precedent to Buyer’s obligation to close the transaction contemplated by this Agreement (the “Zoning Contingency”). Buyer need not, in its absolute discretion, accept any rezoning or zoning approval that involves a variance or non-conforming use classification. In the event the Zoning Contingency has not been satisfied prior to the expiration of the Due Diligence Period, Buyer shall have the right to extend the Due Diligence Period for a period of one hundred twenty (120) days by providing written notice of such election to Seller on or before the expiration of the initial Due Diligence Period.

8. **REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer that:

(a) Seller is the owner of marketable indefeasible fee simple title in and to the Premises.

(b) Seller has the capacity and authority to execute this Agreement and perform the obligations of Seller under this Agreement.

(c) Neither the execution nor the delivery of this Agreement (or of any instrument or document to be executed or delivered pursuant to the terms hereof) will result in the violation of any contractual obligation of the Seller to any third party.

(d) To Seller’s knowledge, there are no legal actions, suits or other legal or administrative proceedings pending and Seller has not received notice of any

threatened action involving or affecting the Premises, including, without limitation, suits by or against tenants of the Premises, if any.

(e) There are no parties in possession of any portion of the Premises, whether as lessees, tenants at sufferance, trespassers, or otherwise, and Seller has not entered into any commitments or proposals for leases.

(f) Seller is not aware of any possible future improvements by any public authority, any part of the cost of which would or might be assessed against the Premises or of any future contemplated future assessment.

(g) From the date hereof until the Closing Date, Seller will neither do nor commit nor suffer to be done any act or thing which would adversely affect the Seller's present title to the Premises.

(h) There are no pending or proposed condemnation or eminent domain proceeding affecting the Premises.

(i) (i) Other than Seller's use of the property as a Fire Station, involving the indoor parking and storage of emergency response equipment and vehicles, Seller has not caused or permitted the generation, manufacture, refinement, transportation, treatment, storage, handling, installation, removal, disposal, transfer, production or processing of Hazardous Substances (as hereinafter defined) or other dangerous or toxic substances or solid wastes on, about or from the Premises in violation of Environmental Laws (as hereinafter defined); (ii) Seller has not caused or permitted or received any written notice or has any actual knowledge of the Release (as hereinafter defined) or existence of any Hazardous Substance on, about or from the Premises or property surrounding the Premises that might affect the Premises or adjacent property in violation of Environmental Laws; (iii) Seller has not caused or permitted or received any written notice nor has any actual knowledge of any substances or conditions on or about the Premises or on property surrounding the Premises that may support a claim or cause of action, whether by any governmental authority or any other person, under any Environmental Laws, as amended from time to time, and all rules and regulations promulgated thereunder, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq. (the "Superfund Act"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6921 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; the Federal Solid Waste Disposal Act, 42 U.S.C. Sections 6901 et seq.; the Clean Air Act, 42 U.S.C. Sections 7401 et seq.; or any other law governing or controlling the use, storage, release or disposal of Hazardous Substances ("Environmental Laws"). For the purposes of this Agreement the terms "Hazardous Substances" and

"Release" shall have the definitions used in the Superfund Act; provided, however, that the definition of the term "Hazardous Substances" shall also include (if not included within the definition contained in the Superfund Act), petroleum and related by-products, hydrocarbons, radon, asbestos, urea formaldehyde and polychlorinated biphenyl compounds.

Seller shall fully disclose to Buyer, immediately upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the Closing Date which may affect the representations and warranties set forth above. All representations, warranties and covenants made by Seller shall survive closing for a period of six (6) months.

9. CONDITIONS TO CLOSING.

(a) The obligation of Buyer to consummate the transaction contemplated by this Agreement is conditioned upon the fulfillment of each of the following conditions ("Buyer's Contingencies"):

- (i) Seller shall have performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller prior to or as of the Closing Date;
- (ii) All of the representations and warranties made by Seller and set forth in this Agreement shall be true and correct as of the Effective Date and as of the Closing Date;
- (iii) The Title Company shall be prepared to issue the Owner's Policy, containing only those title matters acceptable to Buyer;
- (iv) The Zoning Contingency is met; and
- (v) On or before the expiration of the Due Diligence Period, Buyer shall have determined, in its sole discretion, that the Premises shall be acceptable to Buyer, and all Due Diligence Investigations shall be satisfactory to Buyer in all respects.

(b) If any of the conditions of subsection 9(a)(i) through (iv) hereof are not fulfilled on or before the Closing Date, Buyer shall have the right, exercisable by notice to Seller at any time prior to the Closing Date: (i) to waive such condition and proceed to close this transaction; (ii) to terminate this Agreement and receive return of all funds paid by Buyer to the Title Company hereunder (all title or escrow costs to the date of termination shall be paid by Buyer) in which event this Agreement shall have no further force or effect; (iii) to extend the Closing Date for a period not

longer than thirty (30) days to permit Seller to satisfy such conditions as Seller may not have fulfilled; or (iv) if closing does not occur by reason of Seller's default, to exercise Buyer's remedies at law or equity.

(c) If any of the conditions of subsection 9(a)(v) hereof are not fulfilled on or before the expiration of the Due Diligence Period, Buyer shall have the right, exercisable by notice to Seller prior to the expiration of the Due Diligence Period: (i) to waive such condition and proceed to close this transaction; or (ii) to terminate this Agreement and receive return of all funds paid by Buyer to the Title Company hereunder (all title or escrow costs to the date of termination shall be paid by Buyer), in which event this Agreement shall have no further force or effect. In the event that Buyer either elects (i) above or fails to provide Seller with notice of Buyer's election of (ii) above, then Buyer shall be deemed to have elected (i) above. In the event that Buyer either elects (i) above or fails to make an election and thereafter fails to close this transaction for any reason other than as set forth in subsection 9(b) above or Seller's default, then the entire earnest money deposit shall be paid to Seller as agreed and liquidated damages as Seller's sole remedy.

(d) The obligation of Seller to consummate the transaction contemplated by this Agreement is conditioned upon Buyer submitting to Seller (i) a fully executed lease agreement for the Premises; and (ii) a proposed development agreement in connection with adjacent property owned by Buyer or an affiliate of Buyer. The form of said lease agreement, the lessee of the Premises and the form development agreement shall be subject to Seller's approval, which approval shall not be unreasonably withheld, conditioned or delayed. If such condition is not satisfied prior to the Closing Date, Seller shall have the right, exercisable by notice to Buyer: (i) to waive such condition and proceed to close this transaction; or (ii) to terminate this Agreement, in which case all funds paid by Buyer to the Title Company hereunder shall be returned to Buyer (all title or escrow costs to the date of termination shall be paid by and Seller), in which event this Agreement shall have no further force or effect.

10. CLOSING.

(a) Closing shall occur within thirty (30) days following the expiration of the Due Diligence Period, as the same may be extended as set forth herein (the "Closing Date"). Buyer shall have the right to accelerate the Closing Date at any time by providing thirty (30) days prior written notice to Seller. The Title Company shall act as escrow agent ("Escrow Agent") for the closing of this transaction.

(b) Seller and Buyer shall deposit each of the documents, instruments and amounts required of them hereunder with the Title Company on or before the Closing Date.

(c) On the Closing Date, the Escrow Agent shall file the Deed for record in the public records in which the Premises is located. After recording the Deed, the Escrow Agent shall deliver to Seller, as quickly as practicable, the Escrow Agent's Closing Statement of account and the proceeds to Seller in an amount equal to the remaining balance of the Purchase Price after first deducting therefrom the following sums which shall be charged and payable by Seller:

- (i) the cost of cancellation of existing mortgages and liens;
- (ii) the cost of the Survey and the title examination;
- (iii) the premium for the Owner's Policy;
- (iv) the costs of preparing the Deed;
- (v) one-half (1/2) Escrow Agent's fees for its services as escrow agent hereunder;
- (vi) the transfer taxes and conveyance fees required to be paid in connection with the transfer of the Premises to Buyer;
- (vii) any brokerage fee payable pursuant to Section 14 hereof; and
- (vii) any other charges or prorations as required herein.

(d) The Escrow Agent shall deliver to Buyer, as quickly as practicable, the recorded Deed, the Owner's Policy, the Escrow's Agent's Closing Statement of account, which shall include the following charges payable by Buyer:

- (i) the cost of recording the Deed;
- (ii) one-half (1/2) Escrow Agent's fees for its services as escrow agent hereunder;
- (iii) all financing and loan acquisition costs, if any; and
- (iv) any other charges or prorations as required herein.

11. PRORATIONS.

(a) Buyer acknowledges their Seller is currently exempt from paying real estate taxes and assessments relating to the Premises and Buyer shall be responsible for payment thereof from and after the Closing Date.

(b) All utility charges and all charges for services of any type furnished to the Premises by all governmental agencies, public utilities and private utilities,

including charges for gas, electricity, water, sewer, trash removal and street cleaning, if any, shall be prorated as of the Closing Date, with Seller to be charged for the Closing Date and the days prior thereto.

12. **POSSESSION.** Possession of the Premises shall be delivered by Seller to Buyer on the Closing Date.

13. **SELLER'S ADDITIONAL COVENANTS.** Seller shall not enter into, consent or, to the best of Seller's ability, permit any lien, easement, lease, restriction, governmental improvement or other matter affecting Seller's title to the Premises or the permitted use of the Premises or that may result in the imposition of any assessment against the Premises or any part thereof, without first obtaining the prior written consent of Buyer, which Buyer may withhold, in its sole discretion (the "Liens"). Seller shall not remove, plant or add any soil, trees, plants, or improvements or make any other alterations to the Premises from and after the date of this Agreement.

14. **BROKER'S COMMISSION.** Other than brokerage fees due and payable to CRESCO Real Estate, which shall be paid by Seller pursuant to the terms of a separate agreement and which commission shall be shared with Buyer's broker, Kowit & Company Real Estate, pursuant to a separate agreement, no other brokerage fees shall become due in connection with the transaction contemplated in this Agreement. If any other broker shall claim compensation against Buyer by reason of the alleged representation of Seller, Seller shall hold Buyer harmless from, and defend Buyer against, any such claim for compensation.

15. **CONDEMNATION AND EMINENT DOMAIN.** Buyer shall have the right, in the event that, subsequent to the Effective Date of this Agreement and prior to the Closing Date, a material part of the Premises is taken (or is threatened to be taken) in the exercise of the power of eminent domain which in Buyer's reasonable discretion has a material and adverse effect on the intended use of the Premises, by written notice to Seller, to elect to cancel this Agreement prior to the Closing Date, in which event this Agreement shall terminate, Buyer shall receive back all monies paid or deposited hereunder or in connection herewith and both Buyer and Seller shall be released from any further liability hereunder; and neither party shall have any further rights and/or obligations hereunder other than those rights and/or obligations which are expressly stated to survive expiration or termination of this Agreement. If no election is made by the Buyer, this Agreement shall remain in full force and effect and the purchase and sale contemplated herein, less any interest taken by eminent domain, shall be effected with no further adjustment and Seller shall, on the Closing Date, assign, transfer, and set over to Buyer all Seller's rights, title and interest in and to any awards that have been or that may thereafter be made for such taking.

In the event all or substantially all of the Premises is taken in the exercise of the power of eminent domain, this Agreement shall automatically terminate, and all damages awarded for such condemnation or taking, shall be paid to Seller, and Buyer shall receive

back all monies paid or deposited hereunder or in connection herewith and both Buyer and Seller shall be released from any further liability hereunder.

16. **DAMAGE/DESTRUCTION.** Until the Closing Date, Seller shall maintain insurance coverage insuring the Premises in the form and in the amount as is in effect on the Effective Date, and shall maintain the Premises in the same condition as existed on the Effective Date, ordinary wear and tear excepted. If before the Closing Date, any material part of the Premises is destroyed or damaged, Buyer shall have the right:

(a) to terminate this Agreement by written notice to Seller and to receive back all monies paid or deposited hereunder or in connection herewith; or

(b) to accept the Premises in its then current condition and to receive the proceeds of any insurance settlement.

17. **DEFAULT.** (a) In the event Buyer fails to close this transaction for any reason other than (i) a default by Seller; or (ii) a termination of this Agreement by Buyer pursuant to an express right set forth herein or for any other reason as provided herein, Seller shall receive the earnest money then deposited with the Escrow Agent as liquidated damages and not as a penalty. Thereafter, Buyer shall possess no further responsibility or obligation to Seller. Seller and Buyer acknowledge it would be impossible to accurately determine Seller's damage in the event of Buyer's default. Therefore, Seller acknowledges and agrees that Seller's retention of the earnest money then deposited with the Escrow Agent is a fair and equitable damage award to Seller. Further, Seller expressly waives the right to exercise any further right available to it, at law or in equity including, but not limited to, the right to sue Buyer for additional damages or specific performance. (b) Seller acknowledges and agrees money damages are not an adequate remedy for breach of this Agreement by Seller and, in addition to any other remedy available to Buyer in the event of a breach by Seller, Buyer shall be entitled to: (i) the remedy of specific performance to enforce the terms and conditions of this Agreement; (ii) cure Seller's breaches of this Agreement including, without limitation, expending amounts or taking such other action as Buyer may deem necessary to cure such breaches; and (iii) terminate this Agreement and receive a refund of the earnest money, and Seller shall reimburse Buyer an amount equal to the funds expended by Buyer in connection with the Due Diligence Investigations and satisfaction of the Zoning Contingency, together with the reasonable legal fees incurred in connection with this Agreement. In the event Buyer shall prevail in an action for specific performance, Buyer shall be entitled to reimbursement by Seller of Buyer's reasonable legal fees and disbursements incurred in connection with such action. Any and all amounts expended by Buyer to cure Seller's breaches, including reasonable attorneys' fees, shall be (i) credited against the Purchase Price or (ii) payable by Seller, on demand, if this transaction is not closed.

18. **NOTICES.** All notices, requests and other communication required under this Agreement, or required by law, shall be in writing and shall be deemed given when and if (a) personally delivered, which may include by email with confirmation of delivery, (b)

delivered by overnight private courier service which in the ordinary course of its business maintains a record of receipt of each of its deliveries, or (c) when delivered by United States mail, postage prepaid, certified, return receipt requested, addressed to the parties at their respective addresses set forth in the first paragraph of this Agreement.

19. **GOVERNING LAW.** This Agreement shall be construed, and the rights and obligations of the Seller and Buyer hereunder shall be determined, in accordance with the laws of the State of Ohio.

20. **NON-MERGER.** Any provision hereof which by its terms would be performed after the Closing Date shall survive the closing and shall not merge in the closing or the Deed.

21. **LIKE-KIND EXCHANGE.** Seller agrees that it shall cooperate with Buyer in the event that Buyer desires to complete this transaction as a part of a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, provided that Seller shall have no obligation to expend any money in connection therewith.

22. **ASSIGNMENT.** Buyer shall have the absolute right to assign his interests and right in this Agreement upon written notice to Seller, so long as the assignee is an affiliate of Buyer. Any assignment other than to an affiliate of the Buyer shall only be permitted with the approval of Seller's City Council.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings, if any. This Agreement may be amended, supplemented or modified only in a writing signed by the parties hereto. Any amendments, supplements, or modification shall require the approval of Seller's City Council.

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts with the same effect as if all parties executed the same document. All counterparts shall constitute one Agreement. In order to facilitate the transaction contemplated herein, signatures transmitted via e-mail in a pdf file or other similar format may be used in place of original signatures to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Effective Date.

SELLER:
The City of Beachwood

By: _____

Name: _____

Its: _____

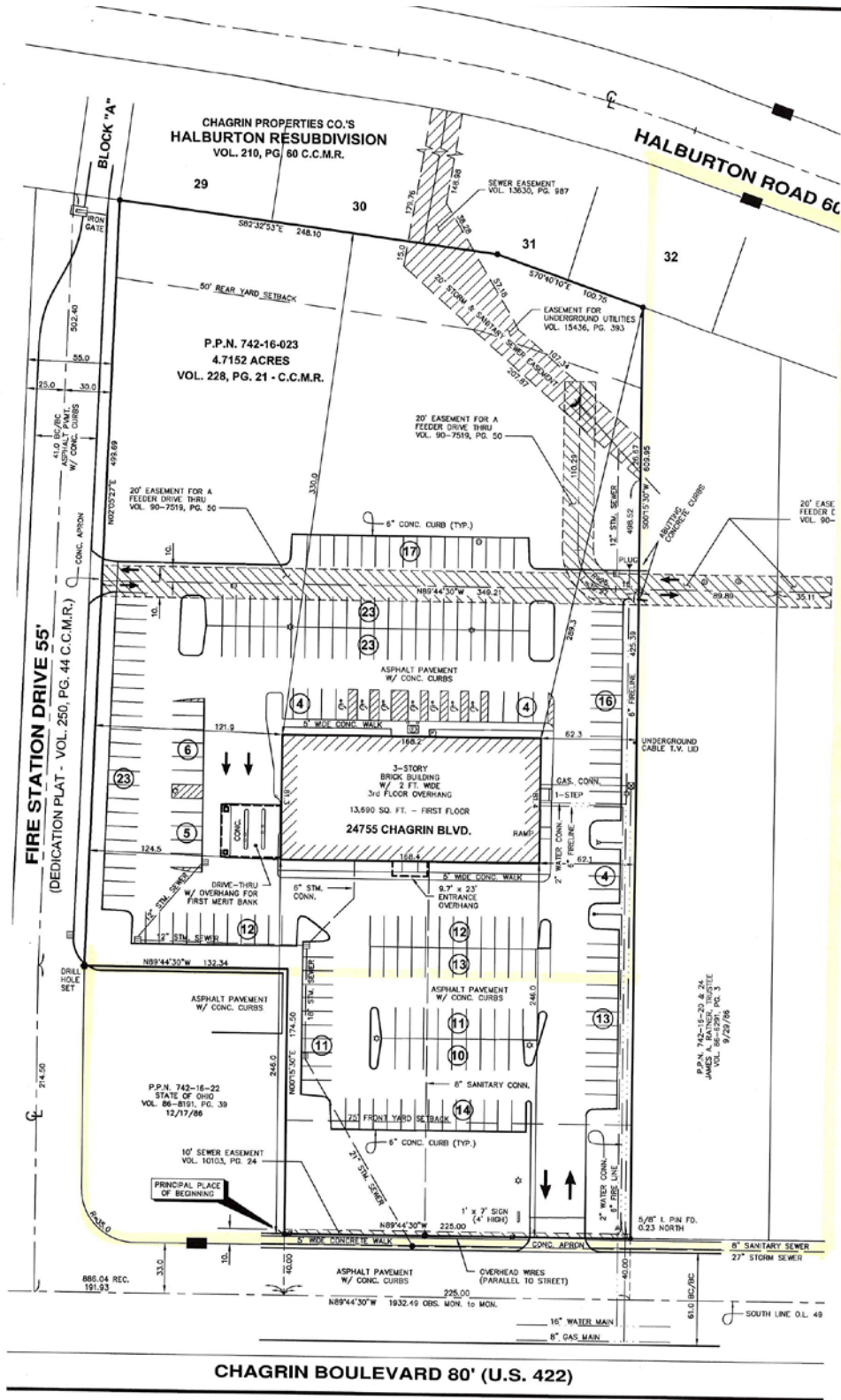
BUYER:
24755 Chagrin, LLC

By: _____

Name: _____

Its: _____

EXHIBIT A
(Depiction of Premises)



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:

<u>For Supplies and Services</u>	<u>March 2, 2020</u>	<u>\$8,893.34</u>
G. Gifford Dyer	Plan Review Services	\$3,026.87
Paul Kowalczyk	Plan Review Services	\$542.72
Matty, Henrikson & Greve LLC	Legal Services	\$4,614.00
Michael H. Wildermuth	Plan Review Services	\$709.75

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 2nd day of March, 2020 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 3rd day of March, 2020 and filed it with the Clerk.

Mayor

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

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Attest: I hereby certify that this legislation was duly adopted on the 2nd day of March 2020 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 3rd day of March and filed it with the Clerk.

Mayor

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

February 3, 2020

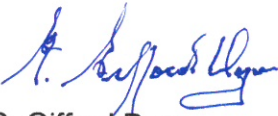
City of Beachwood
Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Re: Building Department
Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of January	\$3,026.87
(Cost breakdown sheet attached)	
Total amount due	\$3,026.87

Thank You,


G. Gifford Dyer

APPROVED FOR PAYMENT
BY: Will Evans
DATE: 2/4/20
P/O: _____

BEACHWOOD PLAN REVIEW

GG Dyer	Beachwood	Job Name-----	Time	Charge
Job No.	PR No.			
CB 19-23	2019-36194	GOODARD SCHOOL 3876 SOUTH GREEN ROAD	12 1/2 Hr	\$ 1,043.75
CB 19-24	2019-35475	CARTERS / OSHKOSH BEACHWOOD PLACE MALL #1406 263 CEDAR ROAD	1 1/4 Hr	\$ 104.38
CB 19-25	2019-35540	ELECTRICAL / INTERIOR AUTOMATICS BEACHWOOD PLACE MALL 263 CEDAR ROAD	13 Hr	\$ 1,085.50
CB 20-01	2020-35956	LA TAQUERIA 3365 RICHMOND ROAD	7 Hr	\$ 584.50
CB 18-03	2018-28734	GREEN ROAD SYNAGOGUE 2457 GREEN ROAD	1 Hr	\$ 83.50
CB 20-03	2020-36056	M & M BEACHWOOD PLACE MALL #1375 26300 CEDAR ROAD	3/4 Hr	\$ 62.62
CB 20-02	2020-36051	LOU RAY'S KIOSK BEACHWOOD PLACE MALL #130 26300 CEDAR ROAD	3/4 Hr	\$ 62.62
		TOTAL	33 1/4 Hr	\$ 3,026.87

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

February 1, 2020

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 January 2020
(See attached sheet for breakdown)

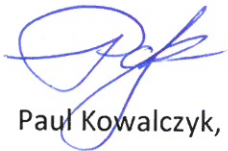
\$542.72

Total amount due

Five Hundred Forty-Two Dollars and Seventy-Two Cents

\$542.72

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



Paul Kowalczyk, MPE #798

APPROVED FOR PAYMENT

BY: W. J. Grady
DATE: 2/16/20
P/O: _____

**City of Beachwood
Plan Examination Services
January 2020 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2019-34663	BW19-54.1 1/4/20	Community Behavioral Health Center 3690 Orange Place Interior Alterations - Revision	45 min.	\$62.61
2019-35481	BW19-66.1 1/7/20	Pointe East Apartments – Suite T-5 27500 Cedar Road Fire Sprinkler System	45 min.	\$62.61
2020-35876	BW20-01 1/12/20	Dr. Adelstein 3609 Park East Blvd., Suite 404 Interior Alteration	1 hour	\$83.50
2020-35937	BW20-02 1/16/20	Goldstein & Goldstein LLP 25550 Chagrin Blvd., Suite 240 Interior Alterations	2 hours	\$167.00
2020-35936	BW20-03 1/16/20	Sagepoint 25550 Chagrin Blvd., Suite 220 Interior Alterations	2 hours	\$167.00
Total:				\$542.72

Paul Kowalczyk, MPE #798

MATTY, HENRIKSON & GREVE LLC
Attorneys at Law
1001 Lakeside Avenue, Suite 1410
Cleveland, Ohio 44114
(216) 621-6570
#34-1457900

Page: 1
01/31/2020
500459M

City of Beachwood
Diane Caltz, Director of Law
Beachwood Legal Department
25325 Fairmount Blvd.
Beachwood OH 44122

CLIENT SUMMARY

500459-00036 Prosecution

\$4,614.00

BY: *D. Caltz* **APPROVED FOR PAYMENT**
DATE: 2/4/20
P/O: 2020-00174

MATTY, HENRIKSON & GREVE LLC
Attorneys at Law
1001 Lakeside Avenue, Suite 1410
Cleveland, Ohio 44114
(216) 621-6570
#34-1457900

Page: 1
01/31/2020
500459-00036M
5

City of Beachwood
Diane Calta, Director of Law
Beachwood Legal Department
25325 Fairmount Blvd.
Beachwood OH 44122

Prosecution

			HOURS	
01/03/2020	TFG	Preparation for trials/report review for 1/6/20 Shaker Heights Court docket; tel calls w BPD regarding docket and case review; tel calls with Joe Gogala, Shaker Heights Court; review of Motion to Suppress filings/Intoxilyzer research.	1.50	187.50
01/06/2020	TFG	Representation as Beachwood Prosecutor for Shaker Heights Court docket 8:30-3:30; telephone calls (2) with BPD A. Dansizen; telephone calls with Kelly Bowen BPD; review of 1/13/20 trial docket.	8.00	1,000.00
01/07/2020	TFG	Telephone calls w Kelly Bowen, BPD; 2 telephone calls with BPD A. Dansizen regarding Roby trial; review of BPD reports/video for 1/13/20 bench trial Bchwd v Roby; attn to reports/prep for 1/13/20 Bchwd v Warren trial; attn to weekend BPD rulings; attn to journal entry draft for	1.50	187.50
01/10/2020	TFG	Telephone calls with BPD A. Dansizen; tel call with K. Bowen, BPD, tel calls (2) with deft atty L. Floyd; tel call with Deft attention to S. Miller-Curry; attn to 1/13/20 trial preparation.	1.50	187.50
01/13/2020	TFG	Attendance as Beachwood Prosecutor at the Shaker Heights Court docket on 1/13/20 from 8:00 am to 4:00 pm; attention to 1/27/20 trial docket/witness review.	8.00	1,000.00
01/14/2020	TFG	Tel calls w Kelly Bowen, BPD; attn to Shaker Heights Court trial subpoenas/prep for 1/13/20 and 1/27/20 dockets; attn to Motion Preparation for Bchwd v Michael Gordon.	1.00	125.00
01/16/2020	TFG	Attention to case reviews (3) for BPD; tel call w Sgt Mike Anderson; attn to Beachwood v Speights; review of 1/27/20 docket.	1.00	125.00
01/20/2020	TFG	Telephone calls with Deft atty Larry Floyd; tel calls with Deft atty D. Little; tel calls w Deft atty S. Miller-Curry; attn to 1/27/20 witness subpoenas and review; attn to weekend Probable Cause reviews.	1.50	187.50
01/22/2020	TFG	Telephone calls with Kelly Bowen, BPD; tel calls with Trial witnesses for 1/27/20 docket; tel call with Reid Stephens; review of video/police reports for 1/27/20 trials; review of BPD Probable Cause rulings with response (2).	1.50	187.50
01/27/2020	TFG	Representation as Beachwood Prosecutor at Shaker Heights Court 8:00 am to		

Prosecution

			HOURS	
		4:00 pm.; attn to 2/3/20 docket.	8.00	1,000.00
01/28/2020	TFG	2 tel calls w Kelly Bowen, BPD; attn to 2/3/20 Shaker docket subpoenas; 2 tel calls with Mr. Stovsky regarding Gordon dog case; review of 2 BPD Probable Cause reports; tel call with Det. John Finucan; 2 tel calls with Joe Gogala, Shaker Heights Court.	1.25	156.25
01/29/2020	TCP	Attention to email from Mr. Greve regarding downloading of evidence.	0.20	19.00
	TCP	Downloading and review of video, pictures and reports of Michael Gordon case.	0.20	19.00
	TCP	Conference with Mr. Greve regarding Michael Gordon case.	0.20	19.00
	TFG	Review of (2) Rule 16 discovery OVI arrest videos/police reports; tel call w K. Bowen; attn to Michael Gordon Motion hearing/video review; attn to Shaker docket.	1.25	156.25
01/30/2020	TCP	Attention to email from Mr. Greve regarding new case and downloading of evidence.	0.20	19.00
	TCP	Downloading of evidence and review of reports and body cam footage.	0.40	38.00
		FOR PROFESSIONAL SERVICES RENDERED	37.20	4,614.00
		CURRENT TOTAL DUE		<u>\$4,614.00</u>

PLEASE REMIT 90+ DAYS PAST DUE AMOUNT(S) - STATEMENT(S)
ATTACHED

MHW
MICHAEL H. WILDERMUTH, AIA, ARCHITECT

February 11, 2019

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

Re: Building Department
Plan Review Services for January 2020

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

Plan Review for the month of January 2020 \$709.75
Cost Breakdown Sheet Attached

Total amount due..... \$709.75

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

APPROVED FOR PAYMENT

BY: Willie Gressett

DATE: 2/12/20

P/O: _____

783.000.53120 \$501.00
101.611.53120 \$208.75

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



MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

		January 2020		
MHW	Beachwood	Job Name	Time	
Job No.	Receipt No.			
CB19-23-2 1-26-2020	2019-35506	23950 Commerce Park Rev2	1.5 H	\$125.25
CB20-01-2 2-1-2020	2019-35506	23950 Commerce Park Midwest Finance – HVAC Revisions 2	1.5 H	\$125.25
CB20-010- E01 2-1-2020	2019- 35506	23950 Commerce Park Midwest Finance – Elect Revisions 1	1.5 H	\$125.25
CB19-04- Rev1 2-1-2020	2019 -32844	3201 Enterprise ORG Rev 1	1.5 H	\$125.25
CB20-02-01 2-1-2020	2020-36058	Philadelphia Insurance	2.5 H	\$208.75
		Total	8.5 H	\$709.75

INTRODUCED BY:

ORDINANCE NO. 2020-36

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW A CONTRACT WITH OTIS ELEVATOR COMPANY FOR ELEVATOR MAINTENANCE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Public Works Director has recommended renewing the Contract with Otis Elevator Company for elevator maintenance for five (5) years in an annual amount not to exceed Thirteen Thousand Eight Hundred Dollars and No/Cents (\$13,800.00).

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 Public Works Director, the Mayor is hereby authorized to enter into a five (5) year renewal contract with Otis Elevator Company, a copy of which is attached hereto and incorporated herein as Exhibit "A", in an annual amount not to exceed Thirteen Thousand Eight Hundred Dollars and No/Cents (\$13,800.00).

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 which is immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that City assets may be properly maintained and operations continue uninterrupted; 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 2nd day of March, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of March, 2020.

Clerk

Approval: I have approved this legislation this 3rd day of March, 2020 and filed it with the Clerk

Mayor



DATE: 11/18/2019

TO:

City Of Beachwood
25325 Fairmount Blvd
Beachwood, OH 441222253

FROM:

Otis Elevator Company
9800 Rockside Rd-Ste 1200
Cleveland, OH 44125

EQUIPMENT LOCATION:

Beachwood Fire Station Tw
3777 Richmond Road
Beachwood, OH 44122

Henry Proctor
Phone: (216) 218-6572
Fax: (860) 353-6607

PROPOSAL NUMBER: AN9548

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
4	HYDRAULIC	OTIS ELEVATOR COMPANY	Fire Station#2, Single Bank(#1), Bank (#2 #3)	642619, 496841, 496839, 496840

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.

- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

SAFETY AND ENVIRONMENT

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities

on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws

and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

- With this agreement, the new elevator system at Fire Station #2 will be added to this agreement. All pricing will go into effect the month after signing this agreement.
- The new discounted monthly price will take into effect the month after signing. The term of this agreement will be extended from the current expiration date (7-31-2020).
- The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date.

EXTENDED TERM DISCOUNT

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount listed on the next page of this agreement.

Extended

Contract Term	Discount	Selection	Initial
Seven (7) Years	3%	☐	_____
Ten (10) Years	5%	☐	_____
Fifteen (15) Years	8%	☐	_____

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods and reduce to 5 years automatic renewal. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term. At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the contemplated Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

CONTRACT PRICE AND TERM

CONTRACT PRICE

One thousand one hundred fifty dollars (\$ 1,150.00) per month, payable Annually

PRICE ADJUSTMENT

One thousand one hundred fifty dollars (\$ 1,150.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2019** which was **92.392**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

TERM

The Commencement Date will be 01/01/2020.

Term details found under the Special Provisions section of this contract.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this

agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

Electronic Funds Transfer Payments (ACH/EFT)

Transmission Format

Accepting CTX (Corporate Trade Exchange) format only. This format allows for up to 9,999 invoices per payment and supports detailed remittance data. It allows the combining of multiple invoices on a single payment and will ensure automatic credit to your accounts, as long as the entire Otis invoice number(s) is transmitted in the exact Otis format (examples below).

Please use the IV (which stands for invoice number) Qualifier when providing the Otis invoice number.

Minimum Payment Information

The following information is required with each transmission:

- Payment Amount
- Use the IV Qualifier to provide the ENTIRE INVOICE NUMBER (minimum 10 characters, maximum 12 characters in exact Otis format).
- Example NKG05678 101 or NKG38062001.
- Payment Date

Depository Information

Depository Institution: JP Morgan Chase

Depository Address PO Box 31339-33631-3339, Tampa, FL 33631-3339

Account Name: Otis Elevator Company

Account Number: 55-20622

Bank routing Number: 071000013

If a wire transfer use this routing number: 021000021

Remittance Information

For each transmission, please send remittance notification to Otis Elevator Company via email at REMITTANCE@OTIS.COM or fax to 860-353-5145.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Henry Proctor
 Title: Account Manager
 E-mail: henry.proctor@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____
 Signed: _____
 Print Name: - _____
 Title - _____
 E-mail: - _____
 Name of Company - _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____
 Signed: _____
 Print Name: David Blatter
 Title Branch Sales Manager

- ☐ Principal, Owner or Authorized Representative of Principal or Owner
- ☐ Agent: _____
 (Name of Principal or Owner)

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name: _____

Fax: _____

Phone: _____

E-Mail: _____

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Larry Heiser, Finance Director *LH*
FROM: Carol M. Morrison, Purchasing Supervisor
DATE: February 18, 2020
RE: Otis Elevator Contract

I am requesting approval to place the Otis Elevator contract on Council's next agenda. Mike Rider and I have met with a representative from Otis who provided us with a comprehensive proposal to maintain all Otis Elevators. The maintenance coverage increased as well as the City saving significantly over the five-year term of the contract. I reached out to Schindler Elevator several times, but never received a quote. If approved, the contract will retroactively be effective January 2020. Please advise at your convenience.

/cmm

INTRODUCED BY:

ORDINANCE NO. 2020-31

AN ORDINANCE MAKING APPROPRIATIONS FOR CURRENT EXPENDITURES AND OTHER EXPENSES OF THE CITY OF BEACHWOOD, STATE OF OHIO, FOR THE FISCAL YEAR 2020, JANUARY 1, 2020 TO DECEMBER 31, 2020, INCLUSIVE; AND DECLARING THIS TO BE AN URGENT MEASURE

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

Section 1: To provide for the current expenses and other expenditures of the City of Beachwood for the fiscal year ending December 31, 2020 the following sums be and they are hereby set aside and appropriated, as provided for in Ohio Revised Code Section 5705.38 and as attached hereto and incorporated herein as Exhibit "A" and Exhibit "B".

Section 2: The Mayor and Finance Director are hereby authorized and directed to pay all claims in accordance with Ordinance No. 1996-118, passed by Council on June 17, 1996, which authorizes the Mayor and Finance Director to pay bills on a regular basis and to report to Council regarding City disbursements, and Ordinance No. 1998-264, passed December 7, 1998, for payment of utilities.

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 which is immediately necessary for the public peace, health or safety or the efficient operation of the City; further necessity existing because this is an appropriation of sums to provide for the current expenses and other expenditures of the said City of Beachwood for the fiscal year ending December 31, 2020; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 20th day of February, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21st day of February, 2020.

Clerk

Approval: I have approved this legislation this 21st day of February, 2020 and filed it with the Clerk

Mayor

City of Beachwood
2020 Appropriations

General Fund	Department	Wages & Benefits		Other	Total
	101 Council	\$	124,900	\$ 57,000	\$ 181,900
	121 Mayor	\$	530,100	\$ 190,900	\$ 721,000
	122 Economic Development	\$	144,300	\$ 452,400	\$ 596,700
	123 Human Resources	\$	211,200	\$ 37,400	\$ 248,600
	131 Finance Department	\$	1,468,400	\$ 8,232,300	\$ 9,700,700
	141 Law Department	\$	486,100	\$ 179,200	\$ 665,300
	221 Police	\$	10,678,800	\$ 1,352,600	\$ 12,031,400
	231 Fire	\$	7,705,700	\$ 752,600	\$ 8,458,300
	341 Service Administration	\$	6,891,500	\$ 4,105,700	\$ 10,997,200
	441 Human Services	\$	460,100	\$ 306,400	\$ 766,500
	511 Recreation Administration	\$	958,300	\$ 588,200	\$ 1,546,500
	512 Camps	\$	356,600	\$ 185,700	\$ 542,300
	519 Other Programs	\$	99,200	\$ 154,700	\$ 253,900
	531 Pools and Parks	\$	288,700	\$ 379,400	\$ 668,100
	611 Building	\$	1,306,500	\$ 222,400	\$ 1,528,900
	Total General Fund				\$ 48,907,300
Special Revenue Fund	Fund #				
	211 Street Construction Maint. & Repair	\$	-	\$ 500,000	\$ 500,000
	212 State Highway	\$	-	\$ 250,000	\$ 250,000
	231 Mayor's Court Improvement	\$	-	\$ 50,000	\$ 50,000
	241 Federal Equitable Sharing	\$	-	\$ 150,000	\$ 150,000
	243 Drug Law Enforcement	\$	-	\$ 100,000	\$ 100,000
	261 Blossom Lane Street Lights	\$	-	\$ 2,200	\$ 2,200
	262 George Zieger Drive Street Lights	\$	-	\$ 24,000	\$ 24,000
	282 NOPEC Grant Fund			\$ 141,234	\$ 141,234
	283 ESID Fund	\$	-	\$ 230,000	\$ 230,000
	291 Eaton TIF Fund	\$	-	\$ 4,000,000	\$ 4,000,000
	292 Omnova TIF Fund	\$	-	\$ 270,000	\$ 270,000
	Total Special Revenue Fund				\$ 5,717,434
Debt Service Fund	Fund #				
	331 General Bond Retirement			\$ 5,125,000	\$ 5,125,000
	Total Debt Service Fund				\$ 5,125,000
Capital Improvement Fund	Fund #				
	441 Capital Improvement			\$ 8,965,000	\$ 8,965,000
	Total Capital Improvement				\$ 8,965,000
Internal Service Fund	Fund #				
	501 Workers' Compensation Self Insurance			\$ 250,000	\$ 250,000
	Total Internal Service Fund				\$ 250,000
Trust and Agency Funds	Fund #				
	771 Leo Weiss Fund	\$	1,258	\$	1,258
	782 Commercial Permit Tax	\$	17,000	\$	17,000
	783 Deposit Fund	\$	200,000	\$	200,000
	784 Police Pension Fund	\$	275,000	\$	275,000
	785 Zone Income Taxes	\$	7,800,000	\$	7,800,000
	786 Unclaimed Monies	\$	15,000	\$	15,000
	Total Trust and Agency Funds				\$ 8,308,258
TOTAL 2020 APPROPRIATIONS					<u><u>\$ 77,272,992</u></u>

2020 Capital Projects

Fund	Amount	Description
211	200,000	Asphalt and Concrete patching program
Total	200,000	
441	100,000	Signage
441	750,000	Smart Cities/ Green Initiatives
441	1,200,000	Sidewalks
441	2,000,000	Street Program
441	450,000	Fleet Car Management
441	2,000,000	Connector Road Land Purchase
441	300,000	Tear Down North End of Service Garage
441	1,000,000	Police Station
441	100,000	Cameras
441	215,000	SCBA Fire Gear
441	500,000	Roof Repairs
441	100,000	Richmond Road Traffic Signal
441	250,000	Street Lights
Total	8,965,000	

Updated 2 4 20 LAH

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: Alec Isaacson, Planning and Zoning Commission of Council Chair
James Pasch, Council President

FROM: Martin S. Horwitz, Mayor 

DATE: February 24, 2020

SUBJECT: 1124.10 Rezoning Amendment

Following up on the February 20th Council Committee Meeting, I am requesting the above referenced Rezoning Amendment discussed in Committee be before City Council for consideration on March 2nd.

The proposed Rezoning Amendment is as follows – new language has been added in red.

1124.10 REZONING

In order to protect established single-family residential neighborhoods, to preserve the single-family residential character of the City, and to otherwise carry out the purposes of this Code, no land shall be rezoned from a Class U-1 Single-Family House District to a Class U-5 Public and Institutional District where such rezoning involves the consolidation of existing single-family lots and/or the demolition, destruction, or removal of existing single-family residences **except to address dangers to public health and/or safety as documented in reports by the Police Chief and Fire Chief and as determined by City Council.**

Thank you in advance for your consideration in this regard.

M.H.

Cc: City Council
Diane Calta, Law Director
William Griswold, Building Commissioner
George Smerigan, City Planner
Whitney Crook, Clerk of Council

INTRODUCED BY:

ORDINANCE NO. 2020-37

AN ORDINANCE AMENDING BCO CHAPTER 1124, SECTION 1124.10, TITLED “REZONING” OF THE CITY OF BEACHWOOD, OHIO PLANNING AND ZONING CODE

WHEREAS, Mayor Horwitz requested an amendment to BCO Chapter 1124, Section 1124.10, titled “Rezoning”; 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 February 20, 2020, a request from Mayor Horwitz for an amendment to the City’s Planning and Zoning Code, which is attached hereto and incorporated herein as Exhibit “A”, will place this issue and said proposed amendment on first reading, and refer the proposed amendment to the Planning and Zoning Commission for its report and recommendation.

Upon Council’s receipt of the recommendation of the Planning and Zoning Commission the issue of amending the current BCO Section 1124.10 shall be set for Public Hearing.

The Public Hearing shall be held on the ____ day of _____, 2020 at the Beachwood City Hall, Council Chambers, 25325 Fairmount Boulevard, Beachwood, Ohio.

This Ordinance shall be read by Council on three separate occasions and its passage shall cause the Proposed Amendment to become effective upon operation of the law.

Section 2: The Clerk of Council is directed to advertise said hearing one time in a newspaper of general circulation in the City at least thirty (30) days prior to the Public Hearing, setting forth the substance of the amendments which are proposed.

Section 4: 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 March, 2020 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ____ day of March, 2020.

Clerk

Approval: I have approved this legislation this ____ day of March, 2020 and filed it with the Clerk.

Mayor

EXHIBIT A

1124.10 REZONING.

In order to protect established single family residential neighborhoods, to preserve the single family residential character of the City, and to otherwise carry out the purposes of this Code, no land shall be rezoned from a Class U-1 Single-Family House District to a Class U-5 Public and Institutional District where such rezoning involves the consolidation of existing single family lots and/or the demolition, destruction, or removal of existing single family residences **except to address dangers to public health and/or safety as documented in reports by the Police Chief and Fire Chief and as determined by City Council.**

(Ord. 2018-94. Passed 10-21-19.)

INTRODUCED BY:

ORDINANCE NO. 2020-38

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COST SHARING AGREEMENT WITH THE VILLAGE OF HIGHLAND HILLS, OHIO FOR A CULVERT REHABILITATION PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, an existing culvert situated in both the City of Beachwood, Ohio and the Village of Highland Hills, Ohio is deteriorating and in need of rehabilitation; and

WHEREAS, the Ohio Department of Transportation (“ODOT”) has agreed to pay the total cost of the culvert rehabilitation (the “Culvert Rehabilitation Project”) in accordance with state law which requires any culvert in excess of ten (10) feet to be replaced at the expense of the State of Ohio; and

WHEREAS, the City of Beachwood, Ohio and the Village of Highland Hills, Ohio will accept responsibility for the design engineering costs and agree to split the design engineering costs equally by entering into a Cost Sharing Agreement as requested by ODOT; and

WHEREAS, engineering design shall be done in two (2) parts; and

WHEREAS, Part 1 shall include a feasibility and alternatives study to determine the most efficient option to rehabilitate the culvert; and

WHEREAS, Part 2 shall include a detailed design for the alternative recommended by Part 1 and will be presented to City Council for approval as an amendment to the Cost Sharing Agreement.

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

Section 1: The Mayor is hereby authorized to enter into a Cost Sharing Agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A”, for Part 1 of the engineering design of the Culvert Rehabilitation Project, in an estimated amount not to exceed Thirty-Four Thousand Dollars and No/Cents (\$34,000.00).

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

Section 3: This Ordinance is hereby declared an emergency measure which is 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 commence engineering design at the earliest possible time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE 2020-38

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 2nd day of March, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of March, 2020.

Clerk

Approval: I have approved this legislation this 3rd day of March, 2020 and filed it with the Clerk

Mayor

AGREEMENT
Between
THE CITY OF BEACHWOOD, OHIO
And
THE VILLAGE OF HIGHLAND HILLS, OHIO

This Agreement (the “Agreement”) has been made and entered into as of the ____ day of February, 2020, (“Effective Date”) between the **CITY OF BEACHWOOD, OHIO** (the “City”), a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio, and the **VILLAGE OF HIGHLAND HILLS, OHIO** (the “Village”), a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio. (The City and the Village are collectively referred to sometimes as the “Parties.”)

WITNESSETH:

WHEREAS, Chagrin Blvd. is also known as State Route 422 and roughly fifty (50%) percent of the road is situated in both the City and the Village; and

WHEREAS, an existing culvert (hereinafter, the “Culvert”) that is greater than ten (10) feet in width under Chagrin Blvd. is deteriorating and in need of replacement; and

WHEREAS, according to state law, any culvert in excess of ten feet is required to be replaced at the expense of the State of Ohio; and

WHEREAS, the State of Ohio Department of Transportation (hereinafter “ODOT”) has agreed to be responsible for the total cost of rehabilitation of the Culvert provided that the City and the Village accept responsibility for design engineering costs; and

WHEREAS, the City and the Village agree to accept responsibility for design engineering costs with the City’s engineer agreeing to take the lead in such design and both parties agreeing to split the design engineering costs equally.

NOW, THEREFORE, the City and the Village agree as follows:

Section 1. Lead Engineer.

The City and Village agree that the engineer for the City of Beachwood shall take the lead in planning, development, and design of the Culvert under Chagrin Blvd. The City and Village agree that the City shall also take the lead in the project and sign all necessary and related documents related to the project except any consent that ODOT requires of the Parties.

Section 2. Provision of Documents to the Village.

The Village will be provided copies of all documents and plans generated by the City and/or City Engineer or other parties regarding the rehabilitation of the Chagrin Blvd. Culvert.

Section 3. Review of the Village Engineer of Design.

The Village Engineer shall be invited to review and submit approval on behalf of the Village in the design of the Culvert, which approval shall not be unreasonably withheld.

Section 4. Project Funding; Cost of Design.

Both the City and the Village shall not be responsible for any costs or expenses related to the actual construction costs of the rehabilitation of the Culvert. ODOT has agreed to assume responsibility for all actual construction costs for the rehabilitation of the Culvert.

The City shall pay one hundred percent (100%) of the costs of the design engineering. The Village agrees to reimburse the City fifty percent (50%) of the total cost of design engineering within thirty (30) days after receipt of appropriate invoices from the City.

The Engineering Design for the Culvert rehabilitation shall be done in two (2) parts, more fully described as follows:

Part 1- Engineering Design shall include a feasibility/alternatives study to determine the options available to most efficiently rehabilitate the Culvert.

Part 2- Engineering Design shall include a detailed design for the alternative recommended by Part 1.

The fee for Part 1 is estimated to be a not to exceed amount of Thirty-Four Thousand Dollars (\$34,000.00). See Exhibit “A” attached hereto and incorporated herein by reference. The fee for Part 2 has not yet been determined. Once the Part 2 fee is determined, it will be presented to the Parties and their respective legislative authorities for approval through an amendment to this Agreement.

Section 5. Consent for the Project.

The City and the Village agree to grant consent for the design of the culvert and for the total rehabilitation of the Culvert by ODOT.

Section 6. Notice.

Any notice or communication between the Parties required or permitted to be given under this Agreement shall be deemed sufficiently given if delivered personally or mailed by U.S. registered or certified mail, and addressed as follows:

If to the City:	City of Beachwood Attention: Law Director 25325 Fairmount Blvd. Beachwood, Ohio 44122 Phone No.: (216) 595-5464 Diane.Calta@BeachwoodOhio.com
And to:	Joseph R. Ciuni, City Engineer GPD Group 5595 Transportation Blvd., Suite 100 Cleveland, Ohio 44125 Phone No.: (216) 927-8655 jciuni@gpdgroup.com
If to the Village:	Susan Hamilton, Village Engineer

Village of Highland Hills
3700 Northfield Road
Highland Hills, Ohio 44122
Phone No.: (216) 283-3000
Fax No.: (216) 283-3005

Any notices and other communications to be delivered by either party to the other pursuant to this Agreement shall be in writing and may be hand delivered or faxed or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be charged with notice at the above-recited address or the above-recited fax number or such other address or fax number as either party from time to time may designate by notice delivered to the other; provided, however, that no notice of change of address or fax number shall be deemed given until received by the party to be notified.

IN WITNESS WHEREOF, the City and the Village have each caused this Agreement to be executed after due authorization as of the date aforesaid.

(Witnesses as to the City of
Beachwood, Ohio)

CITY OF BEACHWOOD, OHIO

By: _____

Printed Name

Its: _____

Date: _____

Printed Name

The legal form of the within instrument
is hereby approved.

By: _____

Director of Law
City of Beachwood, Ohio

Date: _____, 20__

(Witnesses as to the Village of
Highland Hills, Ohio)

Printed Name

Printed Name

Printed Name

President_____

Printed Name

The legal form of the within instrument
is hereby approved.

By:_____

Director of Law

Village of Highland Hills, Ohio

Date: _____, 20__

**VILLAGE OF HIGHLAND HILLS,
OHIO**

By: _____
Michael Booker

Its: _Mayor_____

Date: _____

And By: _____
Michael Goodwin

Its: __Council

Date: _____



5595 Transportation Boulevard, Suite 100
Cleveland, Ohio 44125

Phone 216.518.5544
www.gpdgroup.com

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

February 20, 2020
2020119

**RE: Chagrin Boulevard Culvert Rehabilitation
Part 1 Design Fee Proposal**

Dear Mayor Horwitz:

As you are aware, the large box culvert beneath Chagrin Boulevard just west of Stratton Road is deteriorated and in need of replacement. ODOT has agreed to pay for construction of the project and manage the construction operations provided that the City of Beachwood and Village of Highland Hills provide all engineering design and related services required by ODOT. The City of Beachwood and Highland Hills will split the engineering costs equally. The design phase will be split into two parts. Part 1 will include a feasibility study to determine alternatives available to rehabilitate the culvert including complete replacement and in place relining of the structure. Part 2 will include final engineering design and plan preparation for the alternative recommended at the completion of Part 1. The scope and fee for Part 1 design is described below. Note that, with ODOT funding the project construction, various ODOT project development activities are required, including several Environmental engineering tasks.

Part 1 will include the following services:

- Field Survey and Basemapping of the project area. This will be performed by Steven Hovancsek & Associates acting as a subconsultant to GPD Group.
- Preparation of a study to determine the feasibility of various culvert relining solutions using alternate materials and a study of complete replacement of the culvert. In conjunction with the structural feasibility of each alternative, the hydraulic performance of each alternative will be evaluated to fully understand the associated upstream impacts. Potential downstream impacts with each alternative and the necessity for remedial downstream channel work will be considered as well. The downstream channel through the Highland Park Golf Course was recently improved and restored by a project completed by the Northeast Ohio Regional Sewer District and they will be consulted during this phase.
- Environmental Engineering tasks within Part 1 Preliminary Engineering and required by ODOT due to construction funding sources include the following:
 - To initiate the Cultural Resources coordination for this project, GPD Group will complete a Section 106 Scoping Request Form. The Section 106

Honorable, Martin S. Horwitz, Mayor

2

February 20, 2020

Scoping Request form will be submitted to ODOT for review and coordination.

- GPD Group will complete a Level 1 Ecological Survey for the project study area. All recognized ecological resources identified in the field, and any features identified on existing mapping resources, will be documented for use in the feasibility study.
 - GPD Group will conduct a Regulated Materials Review (RMR) Screening in accordance with the current ODOT Regulated Materials Review Manual. Environmental personnel will utilize the potential project limits, right-of-way acquisition potential, and general details concerning any proposed excavation to perform this review.
- Necessary coordination with ODOT and NEORSR related to the Part 1 findings and recommended improvements.

The estimated fee to perform the Part 1 Feasibility Study as described is \$33,874.00. Invoicing will be submitted using GPD's standard hourly rates on file with the City for services performed by GPD Group. Services performed by Stephen Hovancsek & Associates will be invoiced to the City as a project expense. See attached proposal from Stephen Hovancsek & Associates for the field survey and basemapping portion of Part 1.

If you have any questions or need to discuss this proposal further, please contact me.

Sincerely,
GPD Group



Joseph R. Ciuni, P.E.P.S.
City Engineer

cc: file

City of Beachwood - Chagrin Culvert Replacement
Part 1 Fee - Site Survey & Feasibility Study

20-Feb-20



Item/Task	Project Manager	Senior Engineer	Design Engineer	Senior Landscape Architect	Senior Designer	CAD Drafter	Sr. Environmental Specialist		Total Hours
Prepare Structure Feasibility Study	8	40							48
Prepare Preliminary Structure Site Plan	2	12	16						30
Prepare Hydrology and Hydraulic Analyses of Study Alternatives	2	28	16	2					48
Down Stream Evaluations	2	16	8	4					30
Environmental - Prepare Cultural Resources Scoping Request							12		12
Environmental - Prepare Level 1 ESR							32		32
Environmental - Prepare RMR Screening							28		28
ODOT & NEORSR Coordination	12		8						20
									0
Totals	26	96	48	6	0	0	72	0	248
Hourly Rate	\$109.00	\$100.00	\$92.50	\$100.00	\$78.50	\$71.00	\$100.00		
Fee	\$2,834.00	\$9,600.00	\$4,440.00	\$600.00	\$0.00	\$0.00	\$7,200.00	\$0.00	\$24,674.00
Site Survey & Mapping by Hovancsek Assoc.									\$ 9,200.00
Total Cost									\$ 33,874.00



STEPHEN HOVANCSEK & ASSOCIATES, INC.
Consulting Engineers & Planners
TWO MERIT DRIVE • RICHMOND HEIGHTS, OHIO 44143
(216) 731-6255 FAX No: (216) 731-4483

February 13, 2020

GPD GROUP
5595 Transportation Blvd. Suite 100
Cleveland, OH 44125
Attn: Joseph R. Ciuni PE PS
City of Beachwood Engineer

**Re: SURVEYING SERVICES PROPOSAL FOR THE
EXISTING FEATURES SITE PLAN & BASE
MAPPING FOR THE CHAGRIN CULVERT PROJECT**

Mr. Ciuni,

The firm of Stephen Hovancsek & Associates, Inc. is pleased to provide you with a proposal for surveying and AutoCAD services for the above reference project, based on the following scope of services.

PROJECT AREA:

The project area will be known as parts of the properties having the Cuyahoga County Parcel Numbers of 742-09-002 (City of Beachwood), 751-01-001 & 751-01-003 (City of Highland Hills) along with a portion of the right of way of Chagrin Blvd. The portions of said properties that will be considered as the project area are to be known as the following: The existing culvert outlet, the stream running south of culvert for roughly 300', the right of way of Chagrin Blvd beginning at Stratton Road and heading west for roughly 700', any and all storm sewer features that terminate in the Chagrin Blvd. culvert, as well as any surrounding areas that are deemed necessary to complete this project in its entirety. The project area is also known as the area that is depicted on the map that was provided to our office entitled "Chagrin Culvert Part 1 Survey Limits"

SCOPE OF SERVICES (EXISTING FEATURES SITE PLAN)

- Perform a topographic survey showing all existing features within the project area. Topographic survey will encompass enough spot grades to show watershed, at one (1) foot contours, of the project area.
- We will locate the existing utilities by means of our standard surveying procedures, which include the field location of obvious above grade utility appurtenances, such as manholes, catch basins and valves, and the use of record data obtained from the property owner and/or information obtained by an OUPS preplanning/design ticket. The location of underground utility lines for which no above grade field evidence exists will be shown only from record data provided. Our firm does not have ground-penetrating devices to determine the locations of underground utility lines

**SURVEYING SERVICES PROPOSAL FOR THE
EXISTING FEATURES SITE PLAN & BASE
MAPPING FOR THE CHAGRIN CULVERT PROJECT**

Page 2 of 3

- We will show inverts and directions on any utility that can be opened with a reasonable effort and will not cause damage to caps or castings
- Locate above grade topographic features within the project area including but not limited to building limits, driveways, sidewalks, trees, guardrails, signs, pavement limits and curbing
- The basis for the survey will be the State Plane Coordinate System
- We will produce an AutoCAD drawing at a scale and paper size that is approved by the client.

PROJECT FEE (EXISTING FEATURES SITE PLAN)

The services as described shall be performed for a LUMP SUM FEE of \$9,200.00.

Surveys are scheduled after the signed authorization is provided to our office for the project. If timeframe is a critical factor for the project I would suggest you check with us at the time you are considering authorization to obtain an approximate schedule to see if it will satisfy your needs.

If you have any questions, please feel free to contact me. If this proposal is acceptable to you, please execute the attached Authorization and return it to our office.

Respectfully,



Ryan A. Snezek, P.S.
Director of Surveying Services
Stephen Hovancsek & Assoc.

**SURVEYING SERVICES PROPOSAL FOR THE
EXISTING FEATURES SITE PLAN & BASE
MAPPING FOR THE CHARGIN CULVERT PROJECT**
Page 3 of 3

Authorization: (EXISTING FEATURES SITE PLAN)

I, the undersigned, hereby authorize the firm of Stephen Hovancsek & Associates, Inc. to perform the services listed in this proposal for a ***LUMP SUM FEE of \$9,200.00.***

Signature

Date

Name (print)

Terms

Payment is due upon receipt and is past due thirty (30) days from date of invoice. If the Client has any valid reason for disputing any portion of an invoice, Client will so notify Stephen Hovancsek & Associates, Inc. within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. After thirty (30) days from date of invoice a finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by the Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by the Client.

PRELIMINARY LEGISLATION
RC 5521.01

ORDINANCE NO.	
PID NO.	111157
CTY-RTE-SEC	D12-GR-FY2020 SAFETY

The following is an ordinance enacted by the City of Beachwood, Cuyahoga County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Upgrade guardrail end treatments on Richmond Road (SR-175) in the City of Beachwood. This work is part of a larger ODOT project to upgrade guardrail end treatments on National Highway System routes within Cuyahoga and Lake counties.

NOW THEREFORE, be it ordained by the Council of the City of Beachwood, Ohio.

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The entire cost and expense of the construction will be provided by the Department. No financial participation will be required by the LPA.

The LPA agrees to pay One Hundred Percent (100%) of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way costs include eligible utility costs. The LPA agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI - Authority to Sign

The Mayor of said City is hereby empowered on behalf of the City to enter into agreements with the Director of Transportation necessary to complete the above described project.

Passed: _____, 2020
DATE

Attested: _____
CLERK MAYOR

Attested: _____
Title: PRESIDENT OF COUNCIL

This ordinance is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

**CERTIFICATE OF COPY
STATE OF OHIO**

The City of Beachwood, Cuyahoga County, Ohio

I, _____, as Clerk of the City of Beachwood, Ohio, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the legislative Authority of the said City of Beachwood on the _____ day of _____, 202____, that the publication of such ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such ordinance have been taken; and that such ordinance and certificate of publication thereof are of record in _____, Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____, 202____.

CLERK
CITY OF BEACHWOOD, OHIO

(SEAL)
(If Applicable)

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Beachwood, Ohio

Attest: _____, Date _____
MAYOR

For the State of Ohio

Attest: _____, Date _____
DIRECTOR, OHIO DEPARTMENT OF TRANSPORTATION



U.S. Department
of Transportation
Federal Highway
Administration

Memorandum

Subject: **ACTION:** Roadside Safety Hardware

Date: MAY 26 2015

From: Tony Furst
Associate Administrator

In Reply Refer To:
HSST

To: Division Administrators
Federal Lands Division Engineers
Safety Field

Purpose

The purpose of this memorandum is to bring to your attention two primary issues related to guardrail end terminals that will require you to take action. As you are aware, we have been closely examining the performance of guardrail end terminals. It's recognized that there are installation and maintenance challenges with these devices. As the construction season starts, and after the heavy winter, this is the appropriate time to pay particular attention to installation and maintenance issues. In this memo, FHWA emphasizes the need to have in place policies and procedures to evaluate the selection of roadside safety hardware relative to the roadway type, configuration and terrain; ensure its proper installation and maintenance; and periodically evaluate its in-service condition. In addition, we are aware there are some obsolete, non-crashworthy guardrail end terminals that still exist on the nation's highway system. We have raised awareness regarding these terminals through previous memoranda issued over a number of years. We strongly recommend that you encourage the removal of pre-NCHRP-350 guardrail end terminals.

Background

It is FHWA policy that roadside safety hardware installed on the National Highway System (NHS) should be in compliance with the crash testing and evaluation criteria contained in the Manual for Assessing Safety Hardware (MASH) or its predecessor the National Cooperative Highway Research Program (NCHRP) Report 350. Devices that are compliant with either of these two sets of criteria are currently considered crashworthy devices.

It is critical that devices be installed and maintained properly so they are in the best position to perform as designed and tested. Attached is a technical brief titled "Selection, Installation, and Maintenance of W-beam Guardrail End Terminals" which highlights general guidelines regarding the selection, installation, and maintenance of W-beam

guardrail end terminals. In addition, common issues of concern are identified with generally accepted practices to address these concerns.

Even when a successfully crash tested device is properly selected, installed, and maintained, individual crashes in the field are unique events and may result in performance that was not observed during crash testing. For this reason, a crash tested device should be monitored for its in-service performance, as indicated in both NCHRP 350 and MASH.

It is known that roadside safety hardware installed prior to the implementation of NCHRP 350 in 1993 remains on the NHS or other roadways across the nation. However, as indicated in the FHWA action memorandum, "Traffic Barrier Safety Policy and Guidance," dated 9/29/1994, non-crashworthy hardware should be removed and replaced with crashworthy roadside hardware at the earliest possible opportunity in concert with the maintenance of the roadway. It has been more than twenty years since that memo was issued and devices listed in that memo are still in service. We strongly recommend that pre-NCHRP 350 guardrail end terminals be removed and replaced.

Action

Please share this memorandum and its enclosure with your State DOT and any city, county or municipality in your State with responsibility for the operation and maintenance of their roadways.

Please ask them to review and, if necessary, update their policies, procedures, standards, and guidelines relative to the selection, installation, maintenance, and in-service evaluations of crashworthy roadside safety hardware on their roadways, specifically:

1. Relative to installation and maintenance of crashworthy roadside safety hardware, it is strongly recommended that they put in place the necessary protocols to ensure that any entity installing or maintaining roadside safety hardware, including contractors or State or local personnel, are capable (e.g., trained, credentialed or authorized by the roadside hardware manufacturer for the installation and maintenance of their hardware) of doing this work.
2. Review standard plans and specifications to ensure that only crashworthy devices are used on the National Highway System (NHS).

Finally, strongly encourage the highway agencies to increase their efforts to systematically upgrade pre-NCHRP 350 guardrail end terminals, particularly those that are on the NHS.

Resources

FHWA's Office of Safety and the Safety and Design Team in FHWA's Resource Center can provide training and technical assistance that focus on the proper selection, installation, and maintenance of guardrail end terminals to State Departments of Transportation (DOTs). Many states have taken advantage of this resource.

FHWA's Office of Safety will offer assistance to help set up pooled fund arrangements to conduct in-service performance evaluations.

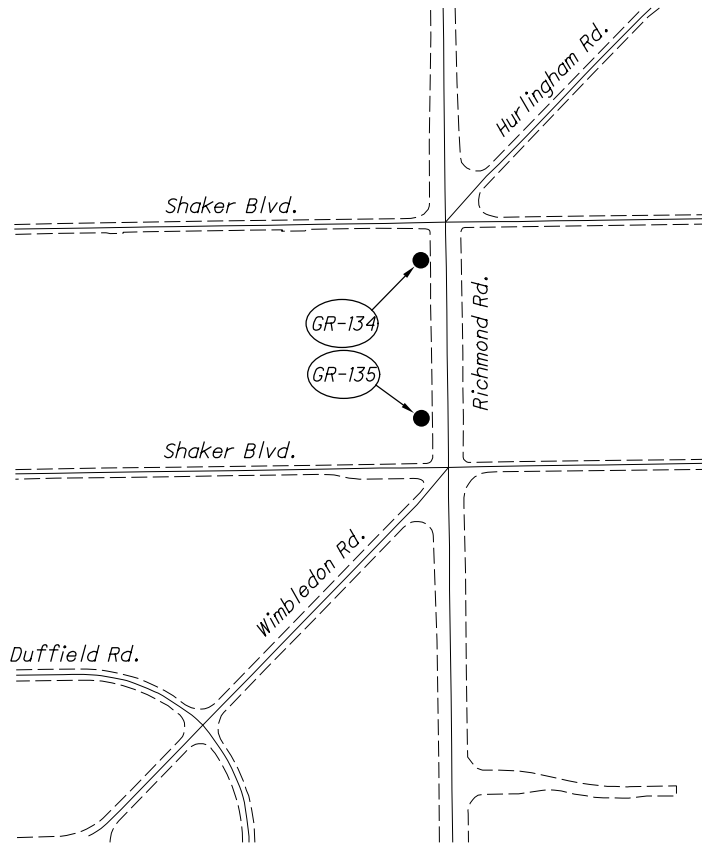
For more information, accessing the above resources, or if you have questions or comments, please contact Will Longstreet at (202)366-0087 or Nick Artimovich at (202)366-1331.

References

- The September 29, 1994, FHWA memorandum, "[Traffic Barrier Safety Policy and Guidance](#)", called for replacement of "blunt ends" and discontinued the use of turned down ends and Breakaway Cable Terminals. The memorandum also suggested a policy to upgrade these terminals.
- The August 18, 1998, FHWA memorandum, "[National Cooperative Highway Research Program \(NCHRP\) Report 350 Hardware Compliance Dates](#)," announced the FHWA-AASHTO Implementation Plan for NCHRP Report 350 hardware. This plan required the upgrade of terminals not meeting NCHRP Report 350 as part of 3R projects on the NHS.
- The October 26, 2004, FHWA memorandum, "[Guidelines for the Selection of W-Beam Barrier Terminals](#)" identified several characteristics of W-beam terminals that need to be understood in order to select the appropriate system including site grading, type of terminal, and terminal layout.
- The November 17, 2005, FHWA memorandum, "[In-service Performance Evaluation and Continuous Monitoring of Roadside Safety Features](#)," identified the need to routinely conduct in-service performance evaluations of crash tested roadside safety hardware.
- The June 26, 2012, FHWA memorandum, "[AASHTO Roadside Design Guide 4th Edition](#)," encourages State DOTs to have a written roadside policy that aligns with the AASHTO Roadside Design Guide, 4th edition.

Attachment

- Technical brief titled "Selection, Installation, and Maintenance of W-Beam Guardrail End Terminals."



CALCULATED
JDA
CHECKED
JDA

GUARDRAIL LOCATION MAP

BEACHWOOD



CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Karen Carmen, Community Services Director, Pete Conces, Recreation Supervisor
DATE: 2/13/2020
SUBJECT: An Ordinance authorizing the Mayor to purchase Pool Chemicals from Patterson Pools, LLC through the end of the 2020 season for the City of Beachwood, Ohio Family Aquatic Center; and declaring this to be an urgent measure

Attached is a quote from Patterson Pools for the purchase of Accu-Tab Chlorine tablets for our Aquatic Center. We will be purchasing 13,200 lbs of tablets over the course of the summer, delivered in either 55 or 60 lb containers. The cost per pound is \$2.45 or \$32,340 for the entire summer delivery.

Axiall Corporation, manufacturer of our Accu-Tab chlorine feeder system and producer of the only sanctioned tablet (Accu-Tab Blue SI) to be used in their feeder, has provided us a letter informing the City that Patterson Pools is the only provider in our area authorized to provide us with their product. Additional documentation supporting exclusive use of the Accu-Tab product is also attached.

We would like to request that bidding on this product be waived and this product be presented for Council Approval

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE POOL CHEMICALS FROM PATTERSON POOLS, LLC THROUGH THE END OF THE 2020 SEASON FOR THE CITY OF BEACHWOOD, OHIO FAMILY AQUATIC CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Community Services Director advises that Patterson Pools, LLC is the sole authorized Accu-Tab Blue SI distributor in Cuyahoga County; and

WHEREAS, Patterson Pools, LLC has submitted a quotation for pool supplies/chemicals for use at the Beachwood, Ohio Family Aquatic Center, in an estimated amount of Thirty Two Thousand Three Hundred Forty Dollars and No/Cents (\$32,340.00).

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 Community Services Director, the Mayor is hereby authorized to issue a purchase order to Patterson Pools, LLC for pool supplies/chemicals for use at the Beachwood, Ohio Family Aquatic Center in an estimated amount of Thirty Two Thousand Three Hundred Forty Dollars and No/Cents (\$32,340.00) 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, 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 or safety or the efficient operation of the City, and for the further reason that these pool supplies/chemicals may be ordered and available for the season; 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 2nd day of March, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of March, 2020.

Clerk

Approval: I have approved this legislation this 3rd day of March, 2020, and filed it with the Clerk.

Mayor



PATTERSON POOLS LLC

Exhibit A

8155 Memorial Drive
Plain City, Ohio 43064
614-876-2628
Fax 614-876-2495
www.pattersonpools.com

QUOTATION

1 of 2

CITY OF BEACHWOOD

25325 FAIRMOUNT BLVD.

BEACHWOOD, OH 44122

ATTN: PETE CONCES

Date 02/12/2020

Page of

POOL CHEMICALS

Project:

SWIMMING POOL

Location:

Specification:

We are pleased to submit our quotation for the swimming pool equipment for the above job. We propose to furnish the equipment referenced to the above section of the specifications and itemized on the attached schedule for the sum of:

THIRTY-TWO THOUSAND THREE HUNDRED FORTY &----00/100

Dollars

32,340.00

\$

F.O.B. point **PATTERSON POOLS**

This quotation is valid for acceptance by **30 DAYS**

and shipment by **2 WEEK ARO**

Terms: NET 30 DAYS; 1½% PER MONTH ADDED TO ALL OVERDUE INVOICES

State or local taxes have not been included and will not be collected. Our quotation is subject to the conditions noted below.

Conditions

Patterson Pools, LLC, hereafter called "Patterson," sets the following conditions:

1. Lump sum quotations cover only the items and quantities on the attached schedule. No changes, additions or deletions will be made except by written request and will be covered by a resubmission of our quotation.
2. Every effort has been made to be accurate and complete in the take-off and to resolve discrepancies between plans and specifications. However, verification of all items and quantities shall be the responsibility of the purchaser. The quotation is limited to the itemized list of equipment on the attached schedule.
3. If a conflict exists between our take-off and an itemized bill of materials in either plans or specifications any additional items or excess quantity will be called for as "optional extras."
4. Orders will be accepted subject to approval of shop drawings by the architect. Cuts, prints, drawings or other material required for submission will be furnished after receipt of a purchase order. In the event that any item is disapproved by the architect the purchaser

may cancel the order or re-negotiate for a revised list of equipment. PATTERSON does not obligate itself to furnish the equipment of other manufacturers unless originally listed in our quotation.

5. All items are of PATTERSON manufacture of origin unless specifically noted otherwise. Equipment of other manufacturers furnished by PATTERSON will be specifically noted by manufacturer's name and model number.
6. When the specifications call for equipment of another manufacturer and "approved equals" are permitted, equipment of PATTERSON manufacture or origin will be quoted.
7. If prices are given for each individual item only the unit prices are binding. Extensions and additions are subject to correction for arithmetical errors.
8. This quotation is based upon shipment of the entire list of equipment within the period noted above. If shipment is delayed beyond this period, at the purchaser's request, prices will be subject to re-negotiation.

9. Partial shipments will be made at the request of the purchaser. Billing for items shipped will be made immediately thereafter and is subject to the terms noted. The amount charged will be deducted from the lump sum total when the balance of the order is shipped.

10. All unloading and storage charges shall be the responsibility of the purchaser.
11. Every effort will be made to meet the delivery requirements of the purchaser. However, PATTERSON will not be liable for any delay caused by governmental authority or regulations, inability to obtain materials, delays in transportation, strikes, fires, or acts of God.
12. This quotation is limited to the furnishing of material only and no installation costs will be assumed by PATTERSON. PATTERSON is a vendor and not a sub-contractor; consequently no retained percentages will be allowed and invoices will be payable in full according to our stated terms.

Accepted by:

Submitted by:

AMANDA MAYSE

Date

THE NATION'S FINEST STAINLESS STEEL SWIMMING POOLS AND EQUIPMENT

**PATTERSON
POOLS_®****Equipment Schedule**

Page 2 of 2

Quotation No.

Catalog No.

Quantity

Product Description

Price

13,200#

ACCUTAB BLUE SI

\$32,340.00

***PRICING BASED AT \$2.45/POUND**



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, February 12, 2020** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/Pool/Lists.asp?Company=36490&Standard=050&>

NSF/ANSI 50 Equipment for Swimming Pools, Spas, Hot Tubs and Other Recreational Water Facilities

AXIALL Corporation

11 Stanwix Street
Pittsburgh, PA 15222
United States
800-245-2974
412-515-8098

<http://www.accu-tab.com>

Visit this company's website (<http://www.accu-tab.com>)

Facility : Burgettstown, PA

Flow Through Chemical Feeding Equipment

Accu-Tab™ Chlorinators[1]

3008C[2]	3012[2]	3075[3]
3150[4]	3500[5]	VersaChlor LF-12[6]

- [1] Follow manufacturer's instructions for the installation and operation of this equipment. Any modifications, including the use of chemicals other than those recommended by the manufacturer, will void the NSF Certification. NSF Listed Accu-Tab™ Chlorinators are Certified for use with Accu-Tab™ tablets only.
- [2] Certified for Pools and Spas. Maximum output rate is 24.28 lbs/day (1.01 lbs/hour) available chlorine.
- [3] Certified for Pool use only. Maximum output rate is 244.8 lbs/day (10.2 lbs/hour) available chlorine.
- [4] Beginning serial number for NSF Listed units of model 3150 ends in -0107. Certified for Pool use only. Maximum output rate is 528 lbs/day (22 lbs/hour) available chlorine.
- [5] Certified for Pool use only. Maximum output rate is 873.6 lbs/day (36.4 lbs/hour) available chlorine.

[6] Certified for Pools and Spas. Maximum output rate at pool temperature is 2.88/lbs per day available chlorine. Maximum output rate at spa temperature is 4.56/lbs per day available chlorine.

Acid-Rite® Feeders[7]

Acid-Rite® AR 2500

[7] Certified for Pools and Spas. Maximum output rate at pool temperature is 900 lbs/day available sulfate. Maximum output rate at spa temperature is 1200 lbs/day available sulfate. Certified with the Acid-Rite® sodium bisulfate tablets only.

PML Chlorinators

PML 5000[8]

PML80[9]

[8] Certified for Pool use only. Maximum output rate is 396 lbs/day. NSF Listed PML5000 Chlorinators are Certified with PML Calcium Hypochlorite tablets only.

[9] Certified for Pools and Spas. Maximum output rate at pool temperature is .55 lbs/hour available chlorine. Maximum output rate at spa temperature is .56 lbs/hour available chlorine. Certified with PML Calcium Hypochlorite tablets only.

Facility : Rock Hill, SC

Flow Through Chemical Feeding Equipment

Accu-Tab® PowerBase™ Systems[1]

1030[2]

3012AT[3]

3070AT[4]

3140AT[5]

Accu-Tab® Series 100[6]

PML 1500[7]

PML 1500PR[7]

PML 300[8]

PML300PR[8]

VersaChlor I(a)[9]

VersaChlor III[10]

[1] Follow manufacturer's instructions for the installation and operation of this equipment. Any modifications, including the use of chemicals other than those recommended by the manufacturer, will void the NSF Certification.

[2] Certified for Pools and Spas. The maximum delivery for pools is 2.8 lbs./hour chlorine with a maximum flow of 8 GPM through the chlorinator. The maximum delivery rate for spas is 3.51 lbs./hour chlorine with a maximum flow of 8 GPM through the chlorinator. This Accu-Tab power base system is Certified with Accu-Tab® Blue or Accu-Tab® Blue SI calcium hypochlorite tablets only.

[3] Certified for Pools and Spas. Maximum output rate is 24.28 lbs/day (1.01 lbs/hour) available chlorine. NSF Listed Accu-Tab® Chlorinators are Certified for use with Accu-Tab® tablets only.

[4] Certified for Pool use only. Maximum output rate is 244.8 lbs/day (10.2 lbs/hour) available chlorine. NSF Listed Accu-Tab® Chlorinators are Certified for use with Accu-Tab® tablets only.

- [5] Certified for Pool use only. Maximum output rate is 528 lbs/day (22 lbs/hour) available chlorine. NSF Listed Accu-Tab® Chlorinators are Certified for use with Accu-Tab® tablets only.
- [6] Certified for Pools and Spas. The maximum delivery is 0.8 lbs./hour chlorine (pool) and 1.4 lbs./hour chlorine (spa) with a maximum flow of 5 GPM through the chlorinator. Listed Accu-Tab Chlorinators are certified with Accu-Tab® Blue or Blue SI calcium hypochlorite tablets must be only.
- [7] Certified for Pools. Maximum output rate at Pool temperature is 27 lbs/hr available chlorine. NSF Listed PML 1500 Chlorinators are Certified for use with PML™ calcium hypochlorite tablets only.
- [8] Certified for Pools and Spas. Maximum output rate at Pool temperature is 2.78 lbs/hr available chlorine. Maximum output rate at Spas temperature is 3.52 lbs/hr available chlorine. NSF Listed PML 300 Chlorinators are Certified for use with PML™ calcium hypochlorite tablets only.
- [9] Certified for Pools and Spas. Maximum output rate is at pool temperature is 36 lbs/day available chlorine. Maximum output rate is at spa temperature is 35.2 lbs/day available chlorine. NSF Listed VersaChlor™ Chlorinators are Certified with PPG VersaChlor™ Easy Feed 1.2-inch cube tablets only.
- [10] Certified for Pools only. Maximum output rate is at pool temperature is 6.4 lbs/hour available chlorine. NSF Listed VersaChlor Chlorinators are Certified with VersaChlor Systems Chlorinating Tablets calcium hypochlorite only.

Acid-Rite® Feeders

Acid-Rite® 450[11]

Acid-Rite® 600[11]

- [11] Certified for Pools and Spas. Maximum output rate at pool temperature is 14.5 lbs/hr available sulfate. Maximum output rate at spa temperature is 10 lbs/hr available sulfate. Certified with Acid-Rite® Sodium Bisulfate Tablets only

PML Chlorinators

PML80 PR

 Number of matching Manufacturers is 1

Number of matching Products is 23

Processing time was 0 seconds



**Westlake
Chemical**

Westlake Chemical
2801 Post Oak Blvd. Suite 600 ■ Houston, Texas 77056

Andrew Whiteaker
Midwest Sales Representative
awhiteaker@Westlake.com
319-270-0929

February 13, 2020

Peter Conces
City of Beachwood
2700 Richmond Rd.
Beachwood, OH 44122

Dear Mr. Conces,

Thank you for being an Accu-Tab customer! As you know, the distribution of the Accu-Tab product is reserved for authorized Specialists with an assigned territory. This letter serves as documentation regarding Axiall's (a Westlake Company) distribution network for Accu-Tab equipment and chemicals in the Northern Ohio market.

Patterson Pools continues to be Axiall's sole supplier Commercial Pool Specialist for both the Accu-Tab Equipment and Accu-Tab Blue SI tablets in Northern Ohio. As an Axiall Specialist, Patterson Pools has been approved and trained by Axiall Corporation to sell and service our products.

All inquiries and ordering can be made through Patterson Pools located in Columbus, OH. Kathy Patterson is the main contact at Patterson Pools and can be reached at 614-876-2628 or kpatterson@pattersonpools.com.

I appreciate your continued interest in the Accu-Tab chlorination systems, and if you have any questions please do not hesitate to contact me at (319) 210-5816 or awhiteaker@westlake.com

Sincerely,

Andrew Whiteaker

INTRODUCED BY:

ORDINANCE NO. 2020-41

AN ORDINANCE ACCEPTING A QUOTATION FROM DAVID WILLIAMS & ASSOCIATES, INC. DBA GAMETIME FOR THE PURCHASE OF SHADE SHELTERS FOR BARKWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, two (2) quotations were received by the City for the purchase of four (4) Shade Shelters to be installed at Barkwood; and

WHEREAS, the quotation from David Williams & Associates, Inc. DBA GameTime in an amount not to exceed Sixteen Thousand Six Hundred Forty-Four Dollars and Eighty Cents (\$16,644.80) was the lowest and best quote received.

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

Section 1: Based upon the recommendation of the Community Services Director, the quote from David Williams & Associates, Inc. DBA GameTime is found to be the lowest and best quote received in an amount not to exceed Sixteen Thousand Six Hundred Forty-Four Dollars and Eighty Cents (\$16,644.80) and the Mayor is hereby authorized and directed to accept the quotation from David Williams & Associates, Inc. DBA GameTime as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein for the purchase of four (4) Shade Shelters to be installed at Barkwood.

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

Section 3: This Ordinance is hereby declared an urgent measure which is immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that these Shade Shelters may be purchased and installed for the upcoming spring and summer season; 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 2nd day of March, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of March, 2020.

Clerk

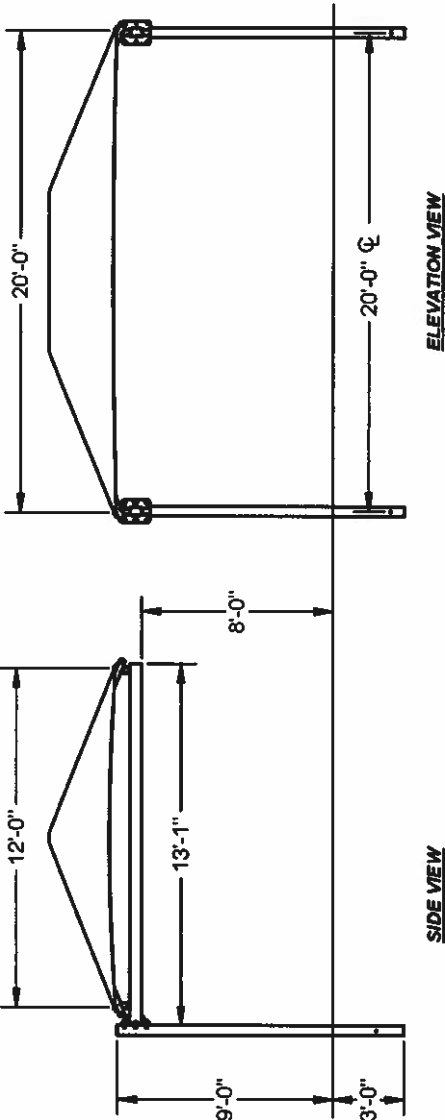
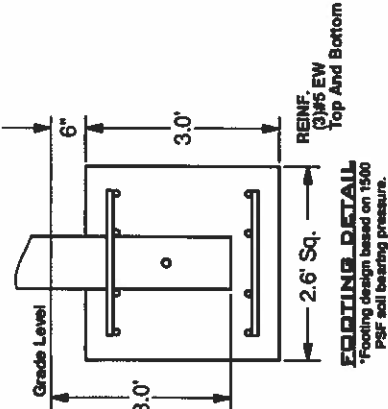
Approval: I have approved this legislation this 3rd day of March, 2020, and filed it with the Clerk.

Mayor

HANGING CANTILEVER SHADE
20' x 12' x 8'

MODEL #:
HC201208IG (With Glide Elbows)
HC201208IN (Without Glide Elbows)

REF.#	PART DESCRIPTION	QTY.
1	Column - Flanged Cantilever	2
2	Beam - Flanged With Caps	2
3	Elbow - Glide	4
4	Rafter - Swaged One End	4
5	Ridge Pole - Swaged Both Ends	1
6	Joiner - Rectangle Profile	2
7	Fabric - 20' x 12' With Cable Insert	1
8	Frame Hardware Kit	1



These drawings are for reference only and should not be used as construction details. Materials, fasteners, and foundations are subject to change if professionally sealed engineering drawings are required. Designed for 93 MPH Basic Wind Speed.



A PLAYCORE Company

c/o DWA Recreation, Inc. P.O. Box 208
Harrison, OH 45030 800-762-7936 Toll Free
330-821-4505 Fax www.dwarec.com

QUOTE
#57935

02/05/2020

2020 GT Shade Options - Dog Park - Revision 1 - Standard Pricing

Beachwood, City of
Attn: Pete Conces
23355 Mercantile Road
Beachwood, OH 44122
Phone: 216-292-1970
Fax: 216-292-1976
pete.conces@beachwoodohio.com

Project #: P27136
Ship To Zip: 44122

Quantity	Part #	Description	Unit Price	Amount
4	QRI395	GT Shade - HC201208IG Hanging Cantilever - (2) Double Post Hanging Cantilever 20' x 12' x 8'	\$3,918.80	\$15,675.20
1	INSTALL	GT Shade - Installation of above (4) shade units - Installation performed over natural earth. Columns/uprights to be located NO closer than 2' from existing pavement, concrete, or fencing. Spoils to be left on site. Permits are not included.	\$11,400.00	\$11,400.00

*Pricing does NOT include permits.
Customer/contractor responsible for obtaining permits.*

All shades listed above rated for 93 mph wind load.

Installation performed over natural earth. Columns/uprights to be located NO closer than 2' from existing pavement, concrete, or fencing.

Spoils to be left on site.

SubTotal: \$27,075.20
Freight: \$969.60
Total Amount: \$28,044.80

Payment terms: Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

MEYER DESIGN INC.

Playground Equipment & Design

*City of Beachwood Recreation Department
25325 Fairmount Blvd.
Beachwood, Ohio 44122*

*C/o Pete Conces
Pete.conces@beachwoodohio.com
216-292-1970*

January 21, 2020

*14' x14' x 8' single post cantilever umbrella shade shelter with glide elbow, in ground
Model # CU141408IG \$ 4016.00*

*18' x18' x 8' single post cantilever umbrella shade shelter with glide elbow, in ground
Model # CU181808IG \$ 4802.00*

*20' x20' x 8' single post cantilever umbrella shade shelter with glide elbow, in ground
Model # CU202008IG \$ 5254.00*

*20' x10' x8' single post hanging cantilever shade shelter no glide elbow, in ground
Model # HC201008IG \$ 3445.00*

*20' x12' x8' single post hanging cantilever shade shelter no glide elbow, in ground
Model # HC201208IG \$ 4825.00*

Freight to be determined.

All Standard Structures are designed to meet 93 mph wind loads / 5 PSF live load.

No engineering or permitting is included on this price list.

**100 N. High Street, Akron, Ohio 44308-1918
330-434-9176 1-800-543-9176 Fax:330-434-9110
www.meyerdesign.com**

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE ONE (1) LIFEPAK 15 CARDIAC MONITOR/DEFIBRILLATOR UNIT AND ACCESSORIES AND A TWO (2) YEAR SERVICE AGREEMENT FROM STRYKER FOR THE CITY OF BEACHWOOD, OHIO FIRE & RESCUE DEPARTMENT, AND AUTHORIZING THE TRADE-IN OF ONE (1) LIFEPAK 12 CARDIAC MONITOR/DEFIBRILLATOR UNIT TO OFFSET A PORTION OF THE COST OF THE NEW EQUIPMENT PURCHASE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Fire Chief has determined that one (1) LifePak 12 Cardiac Monitor/Defibrillator Unit is no longer needed for use in the City's Fire & Rescue Department or for any other public use in the City and desires to authorize the unit to be traded in to offset the purchase of one (1) new LifePak 15 Cardiac Monitor/Defibrillator Unit and Accessories; and

WHEREAS, the Fire Chief has requested permission to purchase one (1) LifePak 15 Cardiac Monitor/Defibrillator Unit and Accessories in an amount not to exceed Thirty Thousand One Hundred Ninety Six Dollars and Twenty Three Cents (\$30,196.23) including a two (2) year service agreement valued at Three Thousand Sixty Dollars and No/Cents (\$3,060.00) from Stryker, exclusive of the trade-in of one (1) LifePak 12 Unit valued at Five Thousand Dollars and No/Cents (\$5000.00) for the City of Beachwood, Ohio Fire & Rescue Department.

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

Section 1: The Mayor is hereby authorized and directed to purchase One (1) LifePak 15 Cardiac Monitor/Defibrillator Unit and Accessories and two-year service agreement in accordance with the attached quote in an amount not to exceed Thirty Thousand One Hundred Ninety-Six Dollars and Twenty Three Cents (\$30,196.23) for the LifePak 15 Cardiac Monitor/Defibrillator Unit and Accessories and a two (2) year service agreement valued at Three Thousand Sixty Dollars and No/Cents (\$3,060.00).

Section 2: In accordance with BCO 131.03(a) and ORC 721.15(B), and based upon the recommendation of the Fire Chief, the Mayor has determined that one (1) LifePak 12 Cardiac Monitor/Defibrillator Unit is surplus property no longer needed for a public use. Furthermore, Council authorizes the Mayor to trade-in the one (1) LifePak 12 Cardiac Monitor/Defibrillator Unit valued at Five Thousand Dollars and No/Cents (\$5000.00) to offset the purchase of One (1) LifePak 15 Cardiac Monitor/Defibrillator Unit and Accessories.

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 which is immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason it is necessary to purchase this unit at the earliest time in order that the City has the ability to continue to provide safe and reliable safety/rescue service to its residents; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 2nd day of March, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of March, 2020.

Clerk

Approval: I have approved this legislation this 3rd day of March, 2020 and filed it with the Clerk

Mayor

July 8, 2019

PRODUCT DISCONTINUATION NOTICE

Dear Valued Stryker Customer,

We are pleased to have PMA approval for our core automated external defibrillator (AED) portfolio: **LIFEPAK® 15, LIFEPAK 1000, LIFEPAK 20e, LIFEPAK CR2®, LIFEPAK CR® Plus** and the **HeartSine®** family of AEDs. The purpose of this communication is to inform you that Stryker is announcing the end of support for the **LIFEPAK 12 monitor/defibrillator, LIFEPAK 20 defibrillator/monitor, and LIFEPAK 500 defibrillator** in the United States. **Please note, as stated above, that we WILL CONTINUE TO MANUFACTURE AND SUPPORT THE LIFEPAK 20e.** While manufacturing of these products ended several years ago, accessories and disposables have continued to be marketed along with our dedicated service offering.

Discontinuation notices have been sent for the last few years for these devices, as maintaining parts and service on aging devices becomes increasingly complex and challenging. In addition, in alignment with FDA's final order "Effective Date of Requirement for Premarket Approval for Automated External Defibrillator Systems," accessories and disposables specific to these devices will no longer be approved for sale in the US after **February 3, 2020**.

We intend to honor existing service contracts, as parts availability allows, until no later than **June 30, 2020**. Accessories that are part of some service plans, including LIFEPAK 500 and LIFEPAK 12 batteries, will no longer be available as part of the service offering past **February 3, 2020**. LIFEPAK 20 devices which require battery replacement as part of its service will be available as supplies last, but no later than **December 31, 2020**.

Stryker offers a range of devices for your needs that are PMA-approved and available in the US.

- The **LIFEPAK 15 V4** monitor/defibrillator, which was launched in 2014, supports EMS and hospital customers around the world and sets the standard for durability and ease of use while offering the advanced University of Glasgow 12-lead algorithm and escalating energy up to 360J for difficult-to-defibrillate patients.
- The **LIFEPAK 20e** defibrillator/monitor is designed specifically for crash carts and in-hospital patient transport, offering 360J escalating biphasic energy for both manual and automatic defibrillation. An optional module provides advanced monitoring and facilitates CPR effectiveness.
- The **LIFEPAK 1000** defibrillator combines the simplicity of an AED, including onscreen and audio prompts with the flexibility of manual mode operation when indicated. Flexible setup options allow on-screen graphics for the basic rescuer or ECG display and access to manual mode for the more advanced rescuer. The LIFEPAK 1000 provides powerful defibrillation, long battery life, and LIFEPAK TOUGH™ durability that can stand up to severe environments.
- The **LIFEPAK CR2** defibrillator, which was launched in the US in February 2019, is our next generation LIFEPAK AED, featuring Wi-Fi® connectivity, cprINSIGHT™ analysis technology (which enables the defibrillator to analyze the patient's heart rhythm while CPR is being performed), a Child Mode button and Optional Language button.

We thank you for your business and continued partnership. We are committed to providing high-quality, clinically supported products so that you can be confident in the care you are providing to your communities. Please contact your local Stryker sales representative or authorized distributor to discuss trade-up and flexible financing options to support you during this transition.

Chris Walsh



Director, Marketing

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Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com



New LP15 with trade 2020

Quote Number: 10127537

Version: 1

Prepared For: CITY OF BEACHWOOD FIRE DEPT

Attn: Mike Iacobucci

michael.iacobucci@beachwoodohio.com

(216) 292-1965

Remit to:

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Jason Roberts

Email:

jason.c.roberts@stryker.com

Phone Number:

(330) 697-4428

Mobile:

(330) 697-4428

Quote Date: 02/04/2020

Expiration Date: 05/04/2020

Delivery Address

Name: CITY OF BEACHWOOD FIRE DEPT

Account #: 1120435

Address: 25325 FAIRMOUNT

BEACHWOOD

Ohio 44122

End User - Shipping - Billing

Name: CITY OF BEACHWOOD FIRE DEPT

Account #: 1120435

Address: 25325 FAIRMOUNT

BEACHWOOD

Ohio 44122

Bill To Account

Name: CITY OF BEACHWOOD FIRE DEPT

Account #: 1120435

Address: 25325 FAIRMOUNT

BEACHWOOD

Ohio 44122

Equipment Products:

#	Product	Description	Qty	List Price	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT.	1	\$36,730.00	\$27,268.80	\$27,268.80
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	1	\$0.00	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	3	\$494.00	\$303.21	\$909.63
4.0	11171-000082	Masimo™;RC Patient Cable - EMS, 4 FT.	1	\$250.00	\$205.00	\$205.00
5.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	\$640.00	\$512.00	\$512.00
6.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	\$705.00	\$564.00	\$564.00
7.0	11171-000040	Masimo™M-LNCS® Pediatric Single Patient Use Adhesive SpO2 only Sensor. Box of 20. For use with RC Patient Cable.	1	\$357.00	\$285.60	\$285.60
8.0	11160-000013	NIBP Cuff-Reusable, Child	1	\$26.00	\$19.20	\$19.20
9.0	11160-000017	NIBP Cuff -Reusable, Large Adult	1	\$36.00	\$26.40	\$26.40
10.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	1	\$51.00	\$38.40	\$38.40
11.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	\$337.00	\$256.00	\$256.00
12.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	\$61.00	\$45.60	\$45.60



New LP15 with trade 2020

Quote Number: 10127537
Version: 1
Prepared For: CITY OF BEACHWOOD FIRE DEPT
Attn: Mike Iacobucci
michael.iacobucci@beachwoodohio.com
(216) 292-1965

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Jason Roberts
Email: jason.c.roberts@stryker.com
Phone Number: (330) 697-4428
Mobile: (330) 697-4428

Quote Date: 02/04/2020

Expiration Date: 05/04/2020

#	Product	Description	Qty	List Price	Sell Price	Total
13.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	\$87.00	\$65.60	\$65.60

Equipment List Price: \$40,762.00

Equipment Total: \$30,196.23

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
50994-000107	Trade in of LIFEPAK 12 Biphasic 3 features towards the purchase of a Stryker device	1	-\$5,000.00	-\$5,000.00

ProCare Products:

#	Product	Description	Years	Qty	List Price	Sell Price	Total
14.1	78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT.	2	1	\$3,600.00	\$3,060.00	\$3,060.00

ProCare List Price: \$3,600.00

ProCare Total: \$3,060.00

Price Totals:

Grand Total: \$28,256.23

Comments:

ProCare maintenance plan includes a 15% promotion. You must book ProCare at the time you order the equipment to qualify.

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



New LP15 with trade 2020

Quote Number: 10127537

Version: 1

Prepared For: CITY OF BEACHWOOD FIRE DEPT

Attn: Mike Iacobucci

michael.iacobucci@beachwoodohio.com

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Quote Date: 02/04/2020

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AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.