

Beachwood City Council Meeting Agenda
Monday, October 5, 2020, 7:00 PM

*Please note, this meeting will be held by video conference via Zoom and
livestreamed on the City of Beachwood website at www.beachwoodohio.com and can be viewed on Spectrum Channel 1020
and AT&T U-Verse Channel 99.*

*This City Council Meeting has been duly noticed and is being held in accordance
with Ohio Revised Code Section 121.22 specific to recent Amendments made in light of the
current COVID-19 declared emergency.*

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)
Public Comments may be submitted via email to the Clerk of Council Whitney Crook at whitney.crook@beachwoodohio.com prior to 5:00 PM on Monday, October 5, 2020 or you may contact the Clerk of Council to receive a link to attend the meeting via Zoom Teleconference.
4. Finance & Insurance Committee
Ordinance No. 2020-115 An Ordinance authorizing and directing the payment of Certain Claims (Bills) for Profession and Other Services; and declaring this to be an urgent measure
5. Finance & Insurance Committee
Ordinance No. 2020-116 An Ordinance authorizing the Mayor to enter into a Contract with Enterprise for the Purchase of Vehicles for the City of Beachwood, Ohio, further waiving competitive bidding; and declaring this to be an urgent measure
6. Planning and Zoning Commission
Ordinance No. 2020-117 An Ordinance authorizing the Mayor to enter into a Development Agreement between the City of Beachwood, Fire Station Drive, LLC and SS West, LLC regarding the Real Estate Purchase Agreement entered into for the old Fire Station property located at 24619 Chagrin Boulevard; and declaring this to be an urgent measure

7. Safety & Public Health
Committee
Ordinance No. 2020-118 An Ordinance authorizing the Mayor to Purchase two (2) Extractor Units for the City of Beachwood, Ohio Fire & Rescue Department from Lakeside Laundry Equipment Co.; and declaring this to be an urgent measure

8. Economic Development
Committee
Ordinance No. 2020-113 An Ordinance amending Ordinance No. 2018-36 which implemented Sections 3735.65 through 3735.70 of the Ohio Revised Code, to Establish and Describe the Expanded Boundaries of the Commerce Park Community Reinvestment Area in the City of Beachwood, Ohio
Placed on First Reading: September 24, 2020

9. Economic Development
Committee
Ordinance No. 2020-114 An Ordinance authorizing the Mayor to Enter into a Community Reinvestment Area Compensation Agreement with the Board of Education of the Beachwood City School District; and declaring this to be an urgent measure
Placed on First Reading: September 24, 2020

Correspondence

1. Correspondence Notice to Legislative Authority - Liquor Permit

Any other matters coming before City Council

Adjournment

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

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

Section 1:

For Supplies and Services	October 5, 2020	<u>\$7,332.62</u>
G. Gifford Dyer	Plan Review Services	\$647.12
GPD & Associates	Engineering Services	\$6,165.50
Hennes Communications	Communication Services	\$520.00

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

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

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

Attest: I hereby certify that this legislation was duly adopted on the 5th day of October, 2020 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 6th day of October, 2020 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**

September 1, 2020

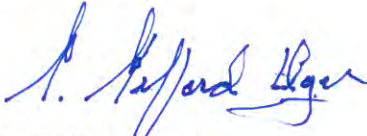
City of Beachwood
Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Re: Building Department
Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of August 2020	<u>\$647.12</u>
(Cost breakdown sheet attached)	
Total amount due	\$647.12

Thank You,



G. Gifford Dyer

APPROVED FOR PAYMENT

BY: 9/2/20

DATE: UG

P/O: _____

G. Gifford Dyer – Architect

Beachwood Plan Review

Month AUGUST, 2020

Dyer Job No.	BeachwoodNo.	Job Name	Time	Charge
CB 20-08	2020-37575	AHUIA MEDICAL CENTER - Phase 2 3999 RICHMOND ROAD	6 3/4 HR	563.62
CB 20-03	2020-36056	H&M TENANT BUILD-OUT BEACHWOOD PLAZA MALL #1325 26300 CEDAR ROAD	1 HR	83.50
		TOTAL	7 3/4 HR	\$ 647.12

Summary of Engineering Invoices October 5, 2020 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2020	2019	2018
								ENCUMBRANCES		
2020119.06-4	9/2/2020	\$5,511.50	\$0.00	\$5,511.50	Capital			X		
2020119.90-8	9/9/2020	\$654.00	\$0.00	\$654.00	General			X		
Total To Pay				<u><u>\$6,165.50</u></u>						

Total Capital Fund	\$5,511.50
Total General Fund	\$654.00
Total Deposits	\$0.00
Total Street Const. Mant.	\$0.00
Less: Billable Charges	\$0.00
Net Paid by City:	<u><u>\$6,165.50</u></u>



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

Invoice

City of Beachwood
 Attn: Michelle Kaplan
 mailto:michelle.kaplan@beachwoodohio.com
 P.O. Box 22659
 Beachwood, OH 44122

September 2, 2020
 Invoice No: 2020119.06 - 4

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: *09-15-2020*
 NO: *2020-01164*

Invoice Total \$5,511.50

Project 2020119.06 Beachwood - Glenhill Storm Sewer

P.O. #2020-01164
Max Not to Exceed \$54,416.00

Professional Services from August 1, 2020 to August 28, 2020

Task 001 Metering Coordination & Management

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	109.00	109.00
Totals	1.00		109.00
Total Labor			109.00

Reimbursable Expenses

Other Reimbursable Exp.			
7/28/2020 AECOM	Prof. Services	4,567.50	
Total Reimbursables		4,567.50	4,567.50
Total this Task			\$4,676.50

Task 002 Modeling

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	109.00	218.00
Senior Engineer			
DiCesare, David	1.00	100.00	100.00
Design Engineer			
Wojciechowski, Taylor	5.50	94.00	517.00
Totals	8.50		835.00
Total Labor			835.00
Total this Task			\$835.00

Billing Limits

	Current	Prior	To-Date
Total Billings	5,511.50	16,649.00	22,160.50
Limit			54,416.00

Net 30 days.

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Project	2020119.06	Beachwood - Glenhill Storm Sewer	Invoice	4
Remaining			32,255.50	
			Total this Invoice	<u>\$5,511.50</u> <i>HR</i>

Outstanding Invoices

Number	Date	Balance
3	8/6/2020	3,458.50
Total		3,458.50

Net 30 days.

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

Invoice

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

September 9, 2020
 Invoice No: 2020119.90 - 8

Invoice Total \$654.00

Project 2020119.90 Beachwood - 2020 Traffic Engineering

P.O. #2020-00138-001

Max Not to Exceed \$36,000.00

Professional Services from August 1, 2020 to August 28, 2020

Task 058 August Signal Management

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Gillespie, Ryan	6.00	109.00	654.00
Totals	6.00		654.00
Total Labor			654.00
Total this Task			\$654.00

Billing Limits	Current	Prior	To-Date
Total Billings	654.00	13,793.00	14,447.00
Limit			36,000.00
Remaining			21,553.00
Total this Invoice			\$654.00

Outstanding Invoices

Number	Date	Balance
7	8/14/2020	872.00
Total		872.00

APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 9/15/20
 P/O: _____

Net 30 days.

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HENNES COMMUNICATIONS

CRISIS COMMUNICATIONS | CRISIS MANAGEMENT
LITIGATION COMMUNICATIONS | MEDIA TRAINING

Terminal Tower | 50 Public Square, Suite 3200 | Cleveland, Ohio 44113 | tel 216-321-7774
AES Building | 388 S. Main Street, Suite 400 | Akron, Ohio 44311 | tel 330-310-9290
www.crisiscommunications.com

Invoice

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

Invoice #	Date
3334	9/2/2020
P.O. No.	Terms
	Net 30

Hours	Professional Services	Rate	Amount
0.3	Thomas Fladung - Consulting	400.00	120.00
1	Bruce Hennes - Consulting	400.00	400.00
APPROVED FOR PAYMENT BY: <u><i>D. Calta</i></u> DATE: <u>9-10-20</u> P/O: <u>2020-00589</u> Hennes Communications reserves the right to assess late fees as stated in the signed contract: "Any delinquent fees due HC within net thirty (30) days from receipt, shall carry interest at the rate of 10% per annum."			

Please make check payable to Hennes Communications LLC.
Remit to: 50 Public Square, Suite 3200; Cleveland, Ohio 44113

Our Federal Employer I.D. is 20-2129905.

Balance Due	\$520.00
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08/01/2020 to 08/31/2020

Beachwood, City Of

Details

Personnel	Date	Description	Hours
Consulting			
Fladung, Thomas	08/31/2020	Review of timeline; draft of accompanying statement.	0.30
		TOTAL	0.30
Hennes, Bruce	08/11/2020	Consultation with mayor and council president about general communications issues facing the city.	1.00
		TOTAL	1.00

INTRODUCED BY:

ORDINANCE NO. 2020-116

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ENTERPRISE FOR THE PURCHASE OF VEHICLES FOR THE CITY OF BEACHWOOD, OHIO, FURTHER WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Finance Director is recommending the replacement of City Vehicles and has recommended entering into a Contract with Enterprise; and

WHEREAS, this item was budgeted for Fiscal Year 2020 Inclusive; and

WHEREAS, BCO Chapter 121.09(d)(1) authorizes the City to participate in Contracts authorized by the Sourcwell cooperative purchasing program to purchase equipment, materials, supplies and other articles that have been competitively bid in accordance with participating cooperative purchasing programs; and

WHEREAS, the purchase of Vehicles will be in an amount not to exceed Six Hundred Thousand, Forty-Eight Dollars and Ten Cents (\$600,048.10). Competitive bidding requirements have been completed for these items under the Sourcwell cooperative purchasing program Contract 060618-EFM.

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 enter into a Contract with Enterprise for the purchase of sixteen (16) Vehicles for the City of Beachwood, Ohio under the Sourcwell cooperative purchasing program Contract 060618-EFM in an amount not to exceed Six Hundred Thousand, Forty-Eight Dollars and Ten Cents (\$600,048.10), and waive competitive bidding. A copy of the Contract that is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health, or safety or the efficient operation of the City, and for the further reason that it is necessary to purchase the Vehicles at the earliest time; 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 5th day of October, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6th day of October, 2020.

Clerk

Approval: I have approved this legislation this 6th day of October, 2020 and filed it with the Clerk.

Mayor

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Martin Horwitz
FROM: Larry A. Heiser, Finance Director *LAH*
RE: Approval of purchase of 17 vehicles through Enterprise Fleet Management
DATE: September 25, 2020/updated October 2, 2020

Please find attached the final total dollar spend of \$600,048.10 to purchase 16 new vehicles for the Building, Service, Fire and Police Departments.

After review of the program at the Finance committee meeting on February 10, 2020, I spoke with both the Fire Chief and Police Chief regarding 2020 purchases which could be added to the program presented and both police and fire did join the process for vehicles which are general purpose vehicles. I am recommending that the City of Beachwood enter into a contract with Enterprise Fleet management for the purchase of these 16 vehicles. This purchase is made through the cooperative purchasing program Sourcewell.

The vehicles listed are updated relative to this past spring since we waited to begin this program due to the concerns related to Covid 19. The City administration delayed this purchase to ensure we were financially solid. Although actual revenue is below initially budgeted revenue, this purchase is still both needed and step forward with updating the City of Beachwood fleet. This expenditure was included in the 2020 budget.

With your approval I would like to place the purchase of these vehicles on the October 5th Council agenda.

Please let me know if you have any questions.

Thank You.



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM _____ Customer _____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible <u>\$2500.00 Deductible</u>

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM_____ Customer_____

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of ~~Missouri~~ Ohio (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of October, 2020 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of October, 2020 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Beachwood ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

RESPONSIBILITY: To the extent permitted by state law, Lessee shall be responsible for any and all losses that Lessor incurs, or claims, demands, or rights of action that may be asserted at any time against Lessor, which arise as a result of (i) Lessee's breach of this Agreement; (ii) the use, operation or condition of any of the Vehicles, or (iii) Lessee's lease of the Vehicles pursuant to this Agreement. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the Ohio law.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Beachwood (Lessee)

By _____

Title: _____

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

Exhibit A

City of Beachwood Fleet Replacement Worksheet

Vehicle #	VIN	Department	Year	Make	Model	Current Odometer	Assigned Category	New Replacement Category	Quote #	Cost (Including Equipment & added options)	Annual Management Fee	
B--1	2FAHP34N97W177973	Building	2007	Ford	Focus	89,375	Mid-size Sedan	Escape Hybrid	4747901	\$28,449.07	\$300.00	
B--2	1FTYR15EX7PA97499	Building	2007	Ford	Ranger	87,500	Compact Pickup Ext 4x4	Escape Hybrid	4747901	\$28,449.07	\$300.00	
B--3	1FTYR15E27PA97500	Building	2007	Ford	Ranger	87,500	Compact Pickup Ext 4x4	Escape Hybrid	4747901	\$28,449.07	\$300.00	
B--4	1FTYR15E47PA97501	Building	2007	Ford	Ranger	87,500	Compact Pickup Ext 4x4	Escape Hybrid	4747901	\$28,449.07	\$300.00	
12--54	5FNRL38287B071268	Police	2007	Honda	Odyssey	38,698	Minivan-Passenger	Dodge Durango	4729461	\$34,755.00	\$300.00	
S-128	1GNEK13T41R199120	Service	2001	Chevy	Tahoe	131,875	Full Size SUV 4x4	Escape Hybrid	4747901	\$28,449.07	\$300.00	
S--18	1D7KS28D57J544364	Service	2007	Dodge	Ram 2500 4x4 Quad Cab	119,371	3/4 Ton Pickup Quad 4x4	f250 SuperCrew w/ plow	4737590	\$41,341.00	\$300.00	
S--77	IGCGK29U52Z114584	Service	2002	Chevy	Silverado 2500 Ext Cab 4WD	84,396	3/4 Ton Pickup Ext 4x4	F250 Reg cab 8ft bed	4757228	\$36,659.00	\$300.00	
S--78	1GNFK13088J107395	Service	2008	Chevy	Tahoe	160,000	Full Size SUV 4x4	f250 SuperCrew w/ plow	4737590	\$41,341.00	\$300.00	
S--88	1FDWF36S7XEE75575	Service	1999	Ford	F-350 Lariat Reg. Cab 2WD DRW	52,814	1 Ton Pickup Reg 4x2	F450 Utility Body	4760610	\$63,889.00	\$300.00	
S--91	1FMZU34E7WUB87611	Service	1998	Ford	Explorer	156,875	Mid Size SUV 4x4	Escape Hybrid	4747901	\$28,449.07	\$300.00	
S--93	1FMFU16S5X8LA55505	Service	2008	Ford	Expedition	121,055	Full Size SUV 4x4	Escape Hybrid	4747901	\$28,449.07	\$300.00	
S--125	1FMJU1G51AEB07705	Service	2010	Ford	Expedition	174,000	Full Size SUV 4x4	Transit Connect	4729451	\$28,770.00	\$300.00	
									Subtotal	\$445,898.49	\$3,900.00	
GROWTH VEHICLES -NO REPLACEMENT							Fire	F250 Crew 6.75ft bed	4760712	\$48,329.12	\$300.00	
							Fire	F150 Crew 5.5ft bed	4729470	\$44,951.33	\$300.00	
							Fire	F150 Crew 6.5ft bed - Command Vehicle	4729478	\$56,069.16	\$300.00	
									Subtotal	\$149,349.61	\$900.00	
										Total for all vehicles:	\$595,248.10	\$4,800.00

**FLEET MANAGEMENT**

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FLEET VEHICLES FOR SOURCEWELL MEMBERS

Need New Vehicles?

Sourcewell has done the cooperative purchasing work for you by satisfying the competitive solicitation requirements by partnering with Enterprise Fleet Management as a trusted vehicle solutions provider. Streamline the purchasing process with this valued partnership. With thousands of local government contracts, Enterprise Fleet Management has the "know-how" to receive county, government and municipality approval.

Sourcewell Contract: 060618-EFM**Effective Dates: 7/24/2018 - 7/24/2022**



FLEET MANAGEMENT

(/en.html)



Awarded Contract

(<https://www.sourcewell-mn.gov/cooperative-purchasing/060618-efm>)



(/en/proof-and-insights/videos/wilmington-housing-authority.html)

SEE HOW WE CAN HELP

Learn how the Enterprise Fleet Management team helped the Wilmington Housing Authority update their fleet of vehicles to newer models and still save \$25,000 per year.



The Enterprise Approach

Enterprise Fleet Management can help you reduce the age of your fleet within your budget by moving you from an owned, buy-and-hold fleet management approach to a more flexible program with a shortened cycle, meaning you can have newer - and safer - vehicles for the same investment (or less).



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FLEET MANAGEMENT

(/en.html) Your dedicated, local Account Manager will provide a Fleet Cost Analysis showing the financial benefits of replacing vehicles, as well as the sustained average savings once all your vehicles are newer and more reliable.



Buying Power

Knowing when to sell your vehicles, find the best resale values, selecting and negotiating pricing for the right replacement and streamline ongoing maintenance is a lot to manage on your own. With our expertise, we'll do all that for you, along with helping you track performance of every vehicle, so you'll know where you stand.



Experience

See how far an exceptional fleet program can take your organization. We'll save you thousands with local, hands-on management, award-winning technology, and the infrastructure and expertise of Enterprise.



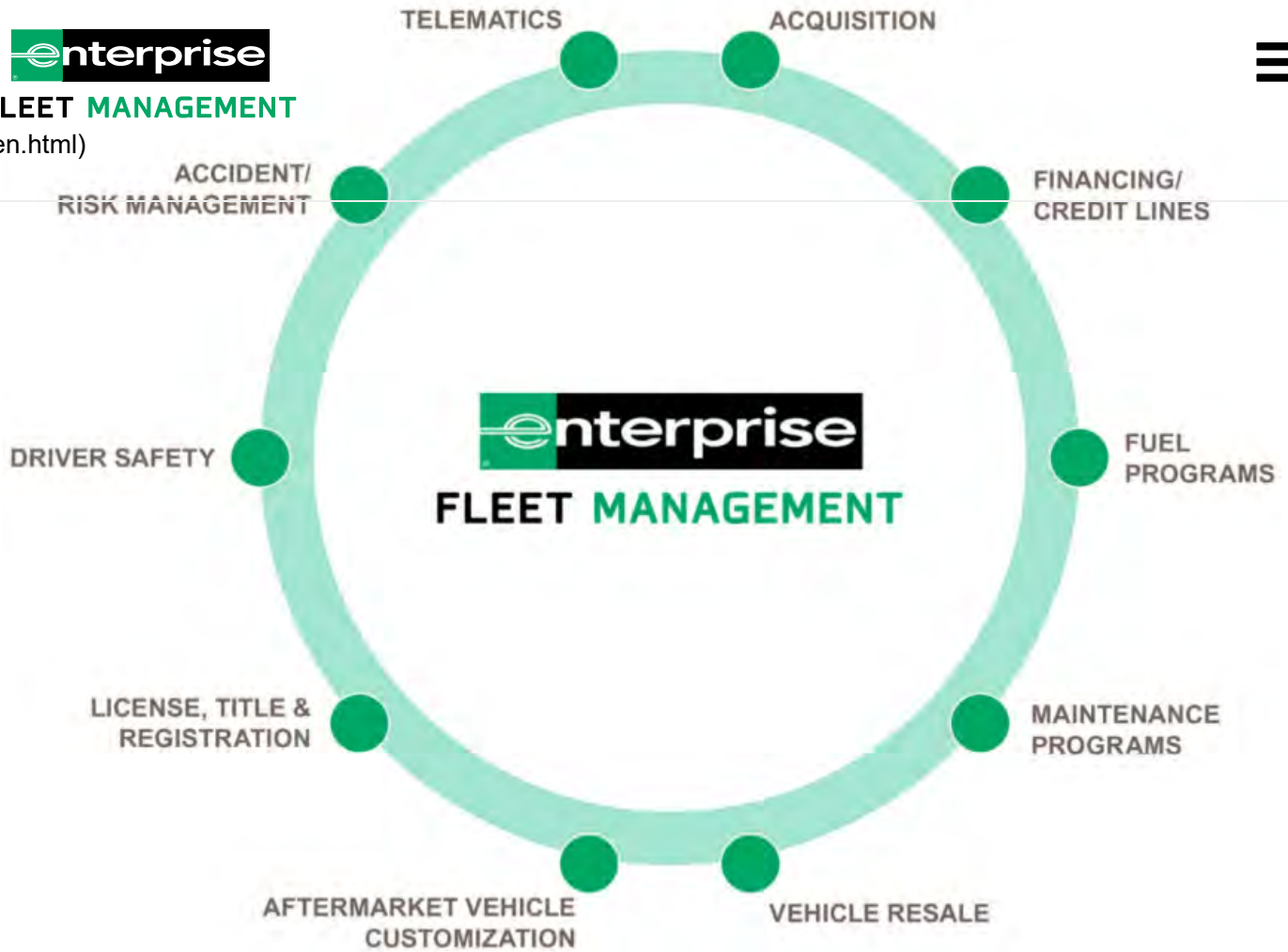
Technology & Analytics

We'll help you make better, easier decisions with data. Our technology offers insights into which vehicles are underutilized and why, ensuring you're getting the right value out of every vehicle. We can also help you assign and track driver training to reinforce fleet vehicle policies.



FLEET MANAGEMENT

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Let us help you find vehicle savings you can put back in to your organization.

Request a Fleet Analysis

(<https://www.efleets.com/en/contact.html?icid=USEFM--Sourcewell--FleetAnalysis.Contact>)

REIMAGINE HOW YOU DO BUSINESS

First Name *



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Last Name *

Company Name *

Zip Code *

Email *

Phone *

Vehicles to Acquire in 12 Mo *

Fleet Size *

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TOOLS IN YOUR INBOX

We'll send fleet management tips and news to help you move forward.

Email

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**COMPANY**

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 - ▶ [Partnerships \(/en/partnerships.html\)](/en/partnerships.html)
 - ▶ [Video Testimonials \(/en/proof-and-insights/videos.html\)](/en/proof-and-insights/videos.html)
 - ▶ [Maintenance Partnerships \(/en/maintenance-partnerships.html\)](/en/maintenance-partnerships.html)
 - ▶ [Contact \(/en/contact.html\)](/en/contact.html)

SERVICES

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- ▶ [Proactive Fleet Management \(/en/how-it-works/proactive-fleet-management.html\)](#)
- ▶ [Negotiating Pricing \(/en/how-it-works/negotiating-pricing.html\)](#)
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- ▶ [Fleet Planning Technology and Reporting \(/en/how-it-works/fleet-planning-technology.html\)](#)
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- ▶ [Vehicle Accident Management \(/en/how-it-works/vehicle-accident-management.html\)](#)
- ▶ [Fuel Management \(/en/how-it-works/fuel-management.html\)](#)
- ▶ [Titles, Licensing, Registration \(/en/how-it-works/titles-licensing-registration.html\)](#)



► [Transparent Pricing \(/en/how-it-works/transparent-pricing.html\)](#)

FLEET MANAGEMENT



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INTRODUCED BY:

ORDINANCE NO. 2020-117

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BEACHWOOD, FIRE STATION DRIVE, LLC AND SS WEST, LLC REGARDING THE REAL ESTATE PURCHASE AGREEMENT ENTERED INTO FOR THE OLD FIRE STATION PROPERTY LOCATED AT 24619 CHAGRIN BOULEVARD; 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, the Property will be purchased for the purpose of development; and

WHEREAS, it is a condition precedent to the closing of the purchase and sale contemplated under the Real Estate Purchase Agreement authorized by Ordinance No. 2020-34 that the City, Fire Station Drive, LLC and SS West, LLC enter into a Development 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 and directed to enter into a Development Agreement between the City of Beachwood, Fire Station Drive, LLC and SS West, LLC in a form substantially similar to that attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that it is necessary to enter into this contract at the earliest time in order to facility the sale of 24619 Chagrin Boulevard in the City, 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 5th day of October, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6th day of October, 2020.

Clerk

Approval: I have approved this legislation this 6th day of October, 2020, and filed it with the Clerk.

Mayor

DEVELOPMENT AGREEMENT

**Between
THE CITY OF BEACHWOOD
and
FIRE STATION DRIVE, LLC**

This Development Agreement is entered into as of this ____ day of _____, 2020 between the City of Beachwood, Ohio (the “City”), Fire Station Drive, LLC (the “Owner”) and SS West LLC (“SS West”), under the following circumstances (capitalized terms are used with the meanings given them in the Agreement, later defined in Schedule 1).

Recitals

- A. The Owner and the City entered into the Real Estate Purchase Agreement for the purchase and sale of the Development Property; and
- B. It is a condition precedent to the closing of the purchase and sale contemplated thereunder that the Owner, SS West and the City enter into a Development Agreement in connection with the redevelopment of the Development Property and the future development of the Neighboring Property.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article I The City

Section 1.1. Representations.

The City makes the following representations:

- (a) It is a political subdivision, duly organized, and validly existing under the laws of Ohio and its Charter.
- (b) It has performed all acts required of it as a condition to signing and delivering this Development Agreement.
- (c) It is not in violation of any laws of Ohio or its Charter, to an extent that would impair its ability to carry out its obligations under this Development Agreement.
- (d) It has the power to enter into and perform its obligations under this Development Agreement.
- (e) Its City Council has duly authorized the signing, delivery, and performance of this Development Agreement.
- (f) The parties hereto acknowledge and agree that the City has been required and may further be required to pass more than one ordinance or other measure to complete the legislation necessary to meet the obligations under the Development Agreement.

Article II The Owner

Section 2.1. Representations.

The Owner and SS West each make the following representations:

- (a) It is a limited liability corporation duly organized, validly existing, and in full force and effect under the laws of Ohio.
- (b) It has performed all acts required of it as a condition to signing and delivering this Development Agreement.
- (c) It is not in violation of any laws of Ohio to an extent that would impair its ability to carry out its obligations under this Development Agreement.
- (d) It has the power to enter into and perform its obligations under this Development Agreement.
- (e) Its members or managers, as the case may be, have duly authorized the signing, delivery, and performance of this Development Agreement.

Section 2.2. Ratification and Agreement to Perform. The Owner ratifies, confirms and agrees to perform any and all obligations of the Owner arising under this Development Agreement. SS West ratifies, confirms and agrees to perform any and all obligations of SS West arising under this Development Agreement.

Section 2.3. Services of Owner. The Owner is responsible for providing all of the services to, and in connection with the Development Improvements, promptly within the time periods as set forth in this Development Agreement or as necessary for the timely completion of the Development Improvements.

Section 2.4. Acquisition of Development Property. As of the date of this Development Agreement, the Owner has not yet acquired fee title to the Development Property, but when acquired will pay all costs associated with this acquisition of title as required under the Real Estate Purchase Agreement. A map of and the legal description of the Development Property are attached hereto as Exhibit “A” and “Exhibit B”. This Development Agreement will be a covenant running with the land, regardless of lot splits, consolidations or transfers, during the Term.

Section 2.5. Owner’s Agreement to Facilitate the Development Improvements.
The Owner agrees to facilitate the Development Improvements as follows:

- (a) Plans. Subject to the terms of this Development Agreement, the Owner agrees to facilitate the Development Improvements on the Development Property in accordance with the time schedule, value parameters, and improvement description provided in this Development Agreement and specifically in Exhibit “C”.
- (b) Submittals. The Owner agrees to prepare and submit to the City, the Development Improvement Plans, for review and approval by the appropriate governmental authorities in accordance with applicable laws. The Owner must make and submit any revisions as are reasonably required to obtain the applicable governmental authorities’ approval for the Development Improvements.

Section 2.6. Restrictions on Use.

- (a) The Owner agrees for itself, and its successors and assigns, and every successor in interest to the Development Property or any part thereof, that the Owner and any successors and assigns must use, develop, and redevelop the Development Property in accordance with this Development Agreement, and further agrees for itself and its successors and assigns that this covenant will be a covenant running with the land and will be included in any future deed by the Owner conveying the Development Property or any part thereof and will be binding for the benefit and in favor of, and enforceable by the City, against the Owner, its successors and assigns. These covenants will be binding on the Owner, and on each successor in interest to the Development Property, and every part thereof, for the period as the Owner or its successor has title to or an interest in the Development Property or any part thereof. The Owner will take all actions, within its power, necessary to ensure that this covenant will have priority over any interest in the Development Property except for the Permitted Encumbrances. The Owner will cause this Development Agreement to be recorded in the real estate records of the Fiscal Officer of Cuyahoga County, Ohio (“County”).
- (b) It is a condition precedent to the acquisition of the Development Property from the City that the Owner enter into a lease (the “Lease”) with an operator to operate the Development Property as a restaurant or food truck park. Upon expiration or

termination of the Lease, Owner may thereafter use the Development Property for any use permitted under the U-4A zoning classification, subject, however, to the restrictions set forth in this Development Agreement. Notwithstanding the foregoing, in the event the Lease is terminated for any reason prior to the date that is five (5) years after the date of this Development Agreement, Owner shall use its best efforts for a period of three (3) months thereafter to find a replacement tenant to operate the Development Property as a restaurant/food truck park. Any other restrictions on the use of the Development Property as set forth herein may only be modified or removed by an amendment to the Development Agreement in accordance with Section 6.5 hereof.

Section 2.7. Site Plan and Other Plan Approvals. By entering into and the execution of this Development Agreement, the Owner acknowledges that the City in no way waives or implies the approval of a site plan or other plans for the Development Property or requires the City to render an approval of any site plan or other plans submitted for the Development Property. The Owner agrees to follow the usual and customary process of a site plan, or site plan approval per the City's Codified Ordinances.

Section 2.8. No Request for Reduction in Valuation of the Development Property. Neither the Owner for itself, nor its successors and assigns and every successor in interest to the Development Property, or any part thereof, shall, within three (3) years after completion of the Development Improvements, seek a reduction in the County Fiscal Officer's appraised value of the Development Property.

Article III

Section 3.1. Covenant Running with the Land. It is intended and agreed, and it must be provided in any future deed or lease conveying the Development Property, or any portion thereof, to any person, that the covenants provided herein will be covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by, the City, whether or not this Development Agreement remains in effect and whether or not this provision is included in any succeeding deed of the Development Property, or any portion thereof. The covenants running with the land will have priority over any other lien or encumbrance on the Development Property, other than the Permitted Encumbrances. The parties agree to execute and record any and all instruments of record in Cuyahoga County, Ohio, including this Development Agreement or an Affidavit of Agreement, as may be necessary to preserve and protect such covenants running with the land.

Section 3.2. Sale, Lease or Other Conveyance of the Development Property. The Owner may sell, lease, or otherwise convey any portion of the Development Property. If the transfer provides that the transferee assumes the obligations under this Development Agreement, the Owner will be released from its obligations under this Development Agreement.

Article IV

Clarification and Confirmation of Rezoning and Redevelopment of the Development Property

Section 4.1. Clarification and Confirmation of Rezoning and Redevelopment of the Development Property. The City hereby confirms its agreement to cooperate, support and facilitate the redevelopment of the Development Property as follows:

- The Development Property at the corner of Chagrin Boulevard and Fire Station Drive has been rezoned to U-4A;
- The existing building will initially be renovated for a restaurant use/food truck park that provides an amenity for and complement to the area business community;
- Clearly delineated pedestrian friendly walkways shall be incorporated to connect the neighboring office building to the Development Property as shown on the Improvement Plans;
- The development of the Development Property shall not require the opening of Fire Station Drive to through traffic;
- The Development Property shall not be used for multifamily dwellings or a hotel, or the expansion of any Pavilion-like-retail strip mall;
- Any access road constructed to connect the Development Property to the Neighboring Property shall not be located directly adjacent to the residential dwellings located on Halburton Road; and
- In the event it is determined that the operations on the Development Property produce excess noise, light or litter, Owner shall take reasonable steps to reduce such condition so as not to unreasonably disturb the residents on Halburton Road.

Section 4.2. Clarification and Confirmation of Rezoning and Development of the Neighboring Property. The City hereby confirms its agreement to cooperate, support and facilitate the development of the Neighboring Property as follows:

- The approximately 2.5-acre parcel known as the Neighboring Property has been rezoned to U-4A;
- The Neighboring Property shall be developed with an office and retail mixed use building that complements the surrounding neighborhood and businesses while creating a pedestrian friendly environment for the neighboring businesses and connectivity to the neighboring office building and the Development Property;
- The Neighboring Property shall not be used for multifamily dwellings or a hotel, or exclusively as a retail strip center with a building footprint in excess of 15,000 square feet;
- Any access road constructed to access the Neighboring Property shall not be

located directly adjacent to the residential dwellings located on Halburton Road;

- In the event it is determined that the operations on the Neighboring Property produce excess noise, light or litter, Owner shall take reasonable steps to reduce such condition so as not to unreasonably disturb the residents on Halburton Road; and
- The development of the Neighboring Property shall not require the opening of Fire Station Drive to through traffic.
- Prior to or in conjunction with any Plans or other Submittals required for the development of the Neighboring Property, SS West shall submit either (i) a lot split and consolidation plat (adding the area identified as “Restricted” on Exhibit “D” to the adjacent office property), or (ii) a restrictive covenant with respect to the portion of the Neighboring Property identified as “Restricted”. The purpose of the plat/restrictive covenant is to restrict such area from being developed. Upon approval of the plat or the restrictive covenant by the City and prior to use of the Neighboring Property, the plat or the restrictive covenant shall be recorded by SS West.

Article V

Events of Default

Section 5.1. Event of Default. It will be an Event of Default by the City, SS West or the Owner, as applicable, under this Development Agreement if:

- (a) The Owner fails to observe or perform any of the material covenants and obligations of the Owner under this Development Agreement, and the failure continues for a period of thirty (30) days after receipt of written notice is provided.
- (b) The City fails to observe or perform any of the material covenants and obligations of the City under this Development Agreement, and the failure continues for a period of thirty (30) days after receipt of written notice is provided.
- (c) SS West fails to observe or perform any of the material covenants and obligations of the City under this Development Agreement, and the failure continues for a period of thirty (30) days after receipt of written notice is provided.

Section 5.2. Remedies in Event of Default. During the continuance of an Event of Default, the City, SS West or the Owner will have available as a remedy all rights granted under law or equity. Pursuit of any of the remedies will not preclude pursuit of any other remedies provided in this Development Agreement, or by law or equity. Pursuit of any remedy by any party will not constitute a forfeiture or waiver of any damages accruing to a party by reason of the violation of any of the other party’s obligations under this Development Agreement. Forbearance by a party to enforce one or more of the remedies provided upon the occurrence of an Event of Default will not be construed to constitute a waiver of the default.

Article VI Miscellaneous

Section 6.1. Term of Agreement. This Development Agreement will be effective as of its date and will continue in full force thereafter.

Section 6.2. Completion of Development Improvements/Progress Reports.

- (a) Owner shall use its best efforts to complete the Development Improvements by July 1, 2021. Until completion of all the Development Improvements as provided herein the Owner must make quarterly reports, in such detail as may reasonably be requested by the City, as to the actual progress of the Development Improvements.
- (b) To the extent required under Applicable Law, the Owner must supply or cause to be supplied to the City from time to time such information as the City may reasonably request in connection with the preparation of reports required by the State of Ohio, the County, or any other public agency, and any other Applicable Law.

Section 6.3. Discrimination Prohibited. The Owner must not, in the use and redevelopment, the sale or other transfer of the Development Property, and SS West must not, in the use and development, the sale or other transfer of the Neighboring Property, discriminate against any person or group of persons based upon race, creed, sex, sexual orientation, religion, color, age, national origin or ancestry in the sale or other transfer of the Development Property, and must bind its successors by appropriate agreements and covenants running with the land enforceable by the City.

Section 6.4. Force Majeure. If the Owner is delayed or hindered in, or prevented from, the performance of any covenant or obligation of the Owner under this Development Agreement as a result of strikes, lockouts, shortages of labor, fuel or materials, acts of God, causes associated with unusual weather conditions, enemy acts, fire or other casualty, or other cause beyond the reasonable control of the Owner (including failure to obtain necessary governmental approvals after the Owner's good faith efforts to obtain them), then the performance of the covenant or obligation will be excused for the period of the delay, hindrance or prevention and the period for the performance of the covenant or obligation will be extended by the number of days equivalent to the number of days of the delay, hindrance or prevention. The Owner's right to this extension will only be permitted if the Owner provides written notice of the delay within thirty (30) days of the date the Owner obtains knowledge of the delay. In no event will any delay or hindrance in or prevention from the performance of any covenant or obligation described in this Section constitute a termination of this Development Agreement.

Section 6.5. Amendments and Waivers. This Development Agreement will not be amended, supplemented, or modified except by an instrument in writing approved by City Council, and signed by the Mayor, SS West and the Owner.

Section 6.6. Entire Agreement. This Development Agreement sets forth the entire agreement between the parties as to its subject matter, and merges and supersedes all previous discussions, agreements, and undertakings between the parties with respect to the subject matter of this Development Agreement.

Section 6.7. Counterparts. This Development Agreement may be signed in any number of counterparts, each of which constitute an original, but all of which constitute one agreement. Any party to this Development Agreement may sign this Development Agreement by signing any counterpart. Additionally, the parties agree that for purposes of facilitating the signing of this Development Agreement: (a) the signature pages taken from the separate, individually executed counterparts of this Development Agreement may be combined to form multiple fully signed counterparts; and (b) a .pdf file transmitted via electronic mail will be deemed to be an original signature for all purposes. All executed counterparts of this Development Agreement will be deemed to be originals, but all counterparts taken together or collectively, as the case may be, will constitute one and the same agreement.

Section 6.8. Notice. All notices, communications, requests and demands between the parties required or permitted to be given under this Development Agreement to be effective must be in writing (including without limitation by electronic mail), and, unless otherwise expressly provided, will be deemed to have been sufficiently given or made when physically delivered or mailed by U. S. registered or certified mail or, in the case of notice by electronic mail, when received and electronically or telephonically confirmed, addressed as follows, or to any address as may be notified in writing by the parties:

- (a) Notices to the City:
City of Beachwood
Attention: Martin S. Horwitz, Mayor
Attention: Diane A. Calta, Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
Telephone: (216) 595-5464
Email: Mayor@BeachwoodOhio.com
Diane.Calta@BeachwoodOhio.com
- (b) Notices to the Owner:
Fire Station Drive, LLC
Attention: Brad Kowit
6009-B Landerhaven Drive
Mayfield Heights, Ohio 44124
Telephone: (440) 514-5100
Email: bkowit@kowitrealestate.com
- (c) Notices to SS West:
SS West LLC
Attention: Eric Bell
25101 Chagrin Blvd., Suite 300
Beachwood, Ohio 44122
Telephone: (216) 831-6100
Email: ebell@goldbergcompanies.com

Section 6.9. Successors and Assigns. This Development Agreement will be binding upon and inure to the benefit of the City, SS West and the Owner, and their respective successors

and assigns. Prior to completion of the Development Improvements, Owner may not assign this Development Agreement or any of its rights or obligations in whole or in part to any person without the prior consent of the City Council, signed by the Mayor, which consent may not be unreasonably withheld.

Section 6.10. Governing Law. This Development Agreement and the rights and obligations of the parties under this Development Agreement will be governed by, and construed and interpreted in accordance with, the law of the State of Ohio without regard to conflict of laws principles.

Section 6.11. Severability. Any provision of this Development Agreement that is prohibited or unenforceable in any jurisdiction will, as to the jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable the provision in any other jurisdiction.

Section 6.12. Headings and Table of Contents. The headings and table of contents contained in this Development Agreement are for convenience of reference only and will not limit or otherwise affect the meaning.

Section 6.13. Incorporation of Recitals and Exhibits. The Recitals and Exhibits are incorporated in to the terms of this Agreement.

(Signatures on following page)

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

CITY OF BEACHWOOD:

By: _____
Martin S. Horwitz, Mayor

OWNER:

FIRE STATION DRIVE, LLC

By: _____
Brad Kowit, Manager

SS WEST:

SS WEST LLC

By: _____
Eric Bell, Manager

The legal form of the within instrument
is hereby approved.

By: _____

_____,
Law Director

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me on _____, 2020, by Martin S. Horwitz, the Mayor of the City of Beachwood, Ohio, an Ohio political subdivision, on behalf of the City.

[SEAL]

Notary Public

My Commission Expires: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me on _____,
2020, on behalf of Fire Station Drive, LLC, an Ohio limited liability company, by Brad Kowit, its
Manager.

[SEAL]

Notary Public

My Commission Expires: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me on _____,
2020, on behalf of SS West LLC, an Ohio limited liability company, by Eric Bell, its Manager.

[SEAL]

Notary Public

My Commission Expires: _____

Index of Exhibits

Schedule 1 – Definitions

Exhibit A – Map of Development Property

Exhibit B – Legal Description of Development Property

Exhibit C – The Development Improvements

Exhibit D - The Neighboring Property

**Schedule 1
Definitions**

The following defined terms are used in the Development Agreement:

- (a) “Applicable Laws” means all federal, state, and local laws, ordinances, resolutions, regulations, and codes, governing the design, planning, construction, and installation of the Public Improvements.
- (b) “City” means the City of Beachwood, Ohio.
- (c) “County” means Cuyahoga County, Ohio.
- (d) “Development Agreement” means this Development Agreement, between the City and the Owner dated as of _____, 2020, as may be amended from time to time.
- (e) “Development Improvements” means the land acquisition, utility extensions, engineering and inspections, building construction, and other improvements to the Development Property described in Exhibit “C”.
- (f) “Development Property” means the real property identified as parcel number 742-16-022, and shown in Exhibit “A” and described in Exhibit “B”.
- (g) “Event of Default” means any of the events described in Section 4.1.
- (h) “Improvement Plans” means the plans, specifications, profiles, and cost estimates of the Development Improvements, prepared by or for the Owner, in accordance with the requirements of all applicable governmental authorities.
- (i) “Improvements” means collectively the Development Improvements and the Public Improvements.
- (j) “Neighboring Property” means the real property identified as parcel numbers 742-16-020 and 742-17-048, and shown on Exhibit on Exhibit “D”.
- (k) “Owner” means Fire Station Drive, LLC, an Ohio limited liability company.
- (l) “Permitted Encumbrances” means the zoning resolutions, easements for utilities, and all other restrictions or conditions on title. The term does not include any mortgage lien, other liens, or title exceptions that are superior to or on a parity with the covenants running with the land contained in the Development Agreement, except liens for real property taxes and special assessments.
- (m) “Project” means the development and construction of the Improvements to the Development Property.
- (n) “Real Estate Purchase Agreement” means the agreement entered into between the City and the Owner on or about March 9, 2020 for the purchase of the Development Property.
- (o) “SS West” means SS West LLC, an Ohio limited liability company.

Exhibit A
Map of Development Property

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

520 South Main Street
Akron, OH 44311
330.572.2100 Fax 330.572.2102

Copyright: Glaus, Pyle, Schomer, Burns & DeHaven, Inc. 2020

STEVEN L. MULLANEY, OHIO PROFESSIONAL SURVEYOR NO. 7900

05/07/2020

REV.	DATE	DESCRIPTION

BEACHWOOD FIRE STATION No. 2
23611 CHAGRIN BLVD.
BEACHWOOD, OHIO 44122

ISSUED FOR:
PERMIT
BID
CONSTRUCTION
RECORD

PROJECT MANAGER	DESIGNER
SLM	MLC

JOB NO.
2020119.05

1 of 2

BASIS OF BEARING:

STATE PLANE GRID NORTH, NAD 83 (2011),
GEOID 128, OHIO NORTH ZONE,
TIED BY GPS TO THE O.D.G.T. VRS.

ELEVATIONS ARE NAVD 88.

BENCHMARKS:

1. NE SIGNAL POLE ANCHOR BOLT
N 656593
E 2241316
ELEV. = 1217.38
2. BOX CUT W-SIDE LIGHT POLE BASE
N 656716
E 2241487
ELEV. = 1219.12

INVERTS:

CB 114 T/C = 1215.20
12" RCP (NE) = 1212.80
15" RCP (E) = 1212.80

CB 140 T/C = 1218.30
15" RCP (W) = 1210.10
18" RCP (S) = 1210.10

CB 190 T/C = 1215.92
12" RCP (W) = 1211.27

CB 217 T/C = 1215.22
4" PVC (E) = 1212.37
6" PVC (E) = 1212.27

CB 319 T/C = 1215.04
15" RCP (NE) = 1210.64
15" RCP (W) = 1209.64

CB 320 T/C = 1215.31
NO VISIBLE PIPES
BOTTOM = 1208.71

CB 350 T/C = 1215.70
NO VISIBLE PIPES
BOTTOM = 1207.50

CB 351 T/C = 1215.62
12" RCP (W) = 1210.82

CB 411 T/C = 1216.43
4" PVC (N&S) = 1215.23
8" PVC (N&S) = 1215.23

CB 431 T/C = 1216.28
18" RCP (N) = 1209.88
18" RCP (SE) = 1209.28

CB 438 T/C = 1215.96
6" PVC (SE) = 1214.56
8" PVC (W) = 1214.26

YD 515 T/C = 1216.63
NO VISIBLE PIPES

YD 520 T/C = 1216.55
NO VISIBLE PIPES

CI 608 T/C = 1216.18
12" RCP (E&W) = 1209.88

STMH 634 T/C = 1219.89
18" RCP (E&W) = 1207.59

STMH 654 T/C = 1215.05
12" RCP (E) = 1209.85
24" RCP (E&W) = 1203.75

SSMH 633 T/C = 1220.14
10" VCP (E&W) = 1203.69

SSMH 654 T/C = 1215.11
10" VCP (E&W) = 1202.11

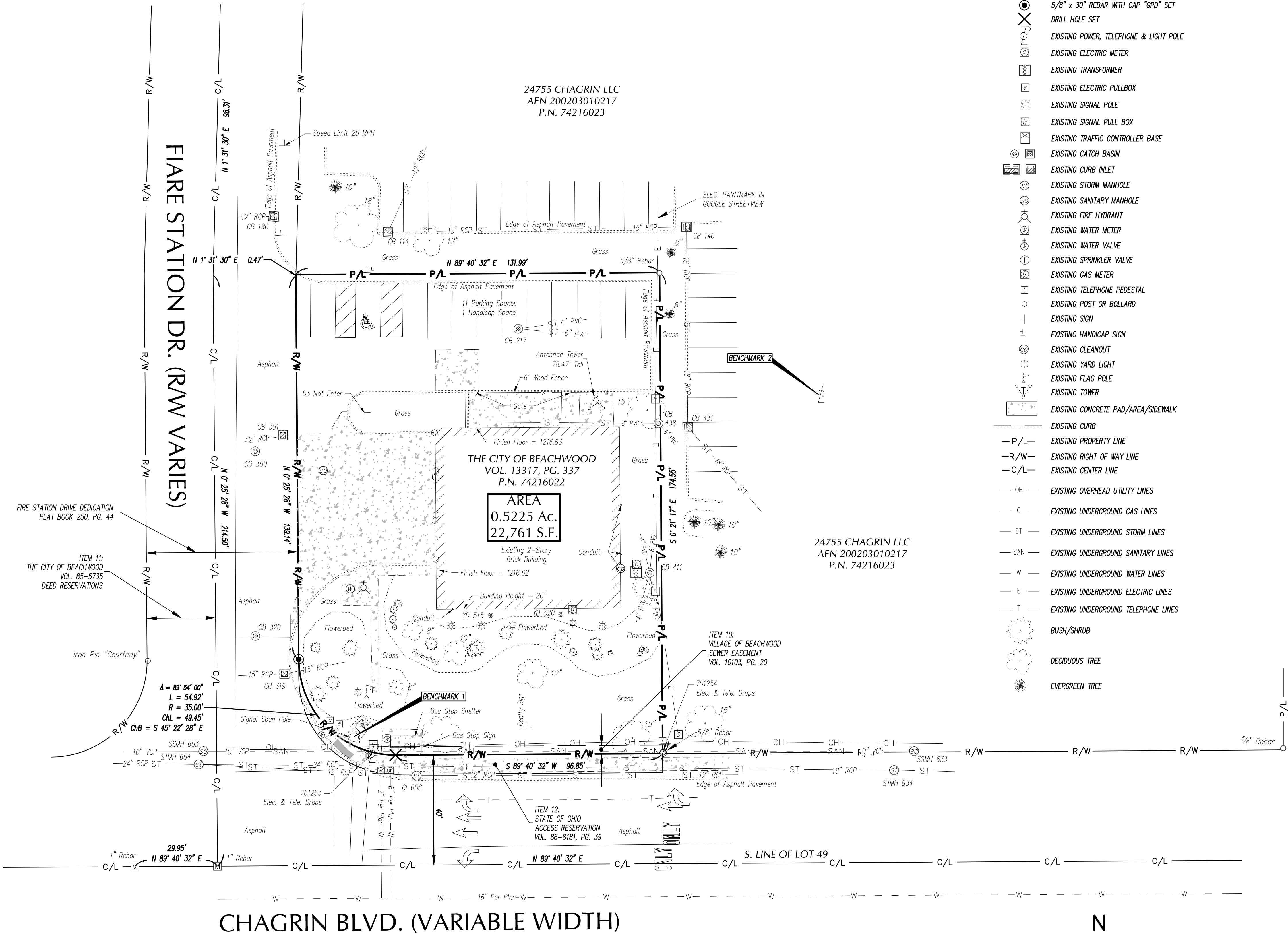
Underground Utilities

Ohio Utilities Protection Service

Call 811
before you dig

1-800-362-2764 or 811

UTILITIES SHOWN ON SURVEY WERE LOCATED BASED ON
FIELD MARKING PROVIDED BY OUPS REQUEST
#B010600259 AND #B010600260.



LEGEND:

- EXISTING IRON PIN FOUND AS NOTED
- 5/8" x 30" REBAR WITH CAP "GPD" SET
- DRILL HOLE SET
- EXISTING POWER, TELEPHONE & LIGHT POLE
- EXISTING ELECTRIC METER
- EXISTING TRANSFORMER
- EXISTING ELECTRIC PULLBOX
- EXISTING SIGNAL POLE
- EXISTING SIGNAL PULL BOX
- EXISTING TRAFFIC CONTROLLER BASE
- EXISTING CATCH BASIN
- EXISTING CURB INLET
- EXISTING STORM MANHOLE
- EXISTING SANITARY MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING WATER VALVE
- EXISTING SPRINKLER VALVE
- EXISTING GAS METER
- EXISTING TELEPHONE PEDESTAL
- EXISTING POST OR BOLLARD
- EXISTING SIGN
- EXISTING HANDICAP SIGN
- EXISTING CLEANOUT
- EXISTING YARD LIGHT
- EXISTING FLAG POLE
- EXISTING TOWER
- EXISTING CONCRETE PAD/AREA/SIDEWALK
- EXISTING CURB
- EXISTING PROPERTY LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING CENTER LINE
- EXISTING OVERHEAD UTILITY LINES
- EXISTING UNDERGROUND GAS LINES
- EXISTING UNDERGROUND STORM LINES
- EXISTING UNDERGROUND SANITARY LINES
- EXISTING UNDERGROUND WATER LINES
- EXISTING UNDERGROUND ELECTRIC LINES
- EXISTING UNDERGROUND TELEPHONE LINES
- BUSH/SHRUB
- DECIDUOUS TREE
- EVERGREEN TREE

REV.	DATE	DESCRIPTION

BEACHWOOD FIRE STATION No. 2
23611 CHAGRIN BLVD.
BEACHWOOD, OHIO 44122

ISSUED FOR:	
PERMIT	
BID	
CONSTRUCTION	
RECORD	

PROJECT MANAGER	DESIGNER
SLM	MLC

JOB NO.
2020119.05

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Exhibit B
Legal Description of Development Property

For:

Parcel Number(s):

320805

WARRANTY DEED

VOL. 86-8181 PAGE 39

KNOW ALL MEN BY THESE PRESENTS:

That The City of Beachwood

hereinafter referred to as the Grantor in consideration of the sum of Five Thousand Seven Hundred and
Ninety Dollars (\$5,790.00)
to it paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and
convey to the said Grantee, its successors and assigns forever, the following described real estate:

Situated in the CITY of BEACHWOOD, County of CUYAHOGA,
State of Ohio, and in Section 0, 1, 49, Town 7, Range 11 and bounded and described
as follows:

PARCEL NO. 218 WD

Being a parcel of land lying on the LEFT side of the centerline of a survey, made by the
Department of Transportation, and recorded in Book , Page , of the records of
CUYAHOGA County and being located within the following described points in the boundary thereof:

Beginning at a monument at the intersection of the center lines
of Chagrin Boulevard and Fire Station Drive;

Thence South $89^{\circ} 54' 48''$ East, along the centerline of Chagrin
Boulevard as recorded in Cuyahoga County Map Records in Volume
Page , a distance of 162.00 feet to a point lying in
the centerline;

Thence North $0^{\circ} 05' 12''$ East, perpendicular to the centerline, a
distance of 33.00 feet to a point in the existing northerly
right-of-way of Chagrin Boulevard opposite centerline Station
324+96.52, said point also being the southeasterly property
corner of the Grantor and the True Place of Beginning;

Thence North $89^{\circ} 54' 48''$ West, along the existing northerly
right-of-way of Chagrin Boulevard, a distance of 97.00 feet to a
point of curvature;

Thence in a northwesterly direction along the existing
right-of-way and along the arc of a circle curving to the right
(central angle = $90^{\circ} 00' 00''$, radius = 35.00 feet, tangent =
35.00 feet, chord = 49.50 feet, and whose chord bearing is North
 $44^{\circ} 54' 48''$ West), 54.98 feet to a point of tangency on the
existing easterly right-of-way of Fire Station Drive;

Thence North $0^{\circ} 05' 12''$ East, along said existing easterly
right-of-way of Fire Station Drive, a distance of 7.00 feet to a
point;

Thence in a southeasterly direction along the proposed
right-of-way and along the arc of a circle curving to the left
(central angle = $90^{\circ} 00' 00''$, radius = 35.00 feet, tangent =
35.00 feet, chord = 49.50 feet, and whose chord bearing is South
 $44^{\circ} 54' 48''$ East), 54.98 feet to a point of tangency;

Thence South $89^{\circ} 54' 48''$ East, along the proposed northerly
right-of-way of Chagrin Boulevard, a distance of 97.00 feet to a
point lying in the easterly property line of the Grantor;

Thence South $0^{\circ} 05' 12''$ West, along the easterly property line of
the Grantor, a distance of 7.00 feet to the True Place of
Beginning and containing 924 square feet of land, more or less.

The description for the above described parcel is based upon a survey made for the
Ohio Department of Transportation under the direction of Steven V. Ciuni, Registered
Surveyor No. 5284, of Adache-Ciuni-Lynn Associates.

Grantor, for himself and his successors and assigns, reserves
the right of ingress and egress to Chagrin Boulevard.

WILLIAM J. HOFF, P.E., P.S.
COUNTY ENGINEER
TAX MAP DIVISION
APPROVED FOR
RECORD

Grantor claims title by instrument(s) of record in D.B. 13317 Page 337 County Recorder's Office.

TO HAVE AND TO HOLD the real estate with all the rights, privileges and appurtenances thereto belonging to the Grantee, its successors and assigns forever.

And the said Grantor, for itself and its successors and assigns does hereby covenant with the said Grantee, its successors and assigns, that it is the true and lawful owner of the said premises, and has full power to convey the same; and that the title so conveyed is free and clear from all liens and encumbrances whatsoever, and further, that it does Warrant and will Defend the same against all claims of all persons whomsoever.

IN WITNESS WHEREOF, said The City of Beachwood

has caused its corporate name to be subscribed and its corporate seal to be affixed by its _____ president and _____ secretary this 14th day of October in the year of our Lord one thousand nine hundred and eightth six.

In the presence of:

Dale L. Davis

THE CITY OF BEACHWOOD

Carol E. McCantock

By Harvey E. Friedman
HARVEY E. FRIEDMAN, Mayor

(SEAL)

STATE OF OHIO, COUNTY Cuyahoga, ss.

Before me, a Notary Public, in and for said county, personally appeared Harvey E. Friedman

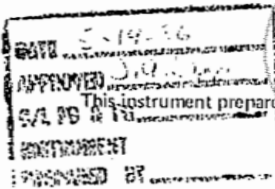
Mayor
president and

Secretary of _____
the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such _____ president and _____ secretary in behalf of said corporation and by authority of its board of directors; and that said instrument is their free act and deed individually and as such _____ president and _____ secretary and the free and corporate act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at this 14th day of October, 1986.

Carol E. McCantock

NOTARY PUBLIC
My Comm. Exp. 12-31-87



This instrument prepared by Ken Seifert, P.E. for the State of Ohio, Department of Transportation.

Federal Project No. PR-81(7)

WARRANTY DEED
FROM

The City of Beachwood

Address 2700 Richmond Road

Beachwood, Ohio 44122

TO THE
STATE OF OHIO

S.R. 422 County CUY

Section 8.63
742-16-22
CONVEYANCE IN COMPLIANCE WITH SEC. 319.202 O.R.C.

TRANSFERRED

DEC 17 1986

5717A

Conveyance Fee 0 Receipt Affixed
FIVE
HARVEY E. FRIEDMAN, County Auditor By 88 Deputy

At _____ o'clock _____ M.

Recorded _____ 19 _____ County _____

Record of Deeds, Vol. _____ Page _____

Recorder, _____

Recorder's Fee \$ _____

NOTE

To the County Recorder:

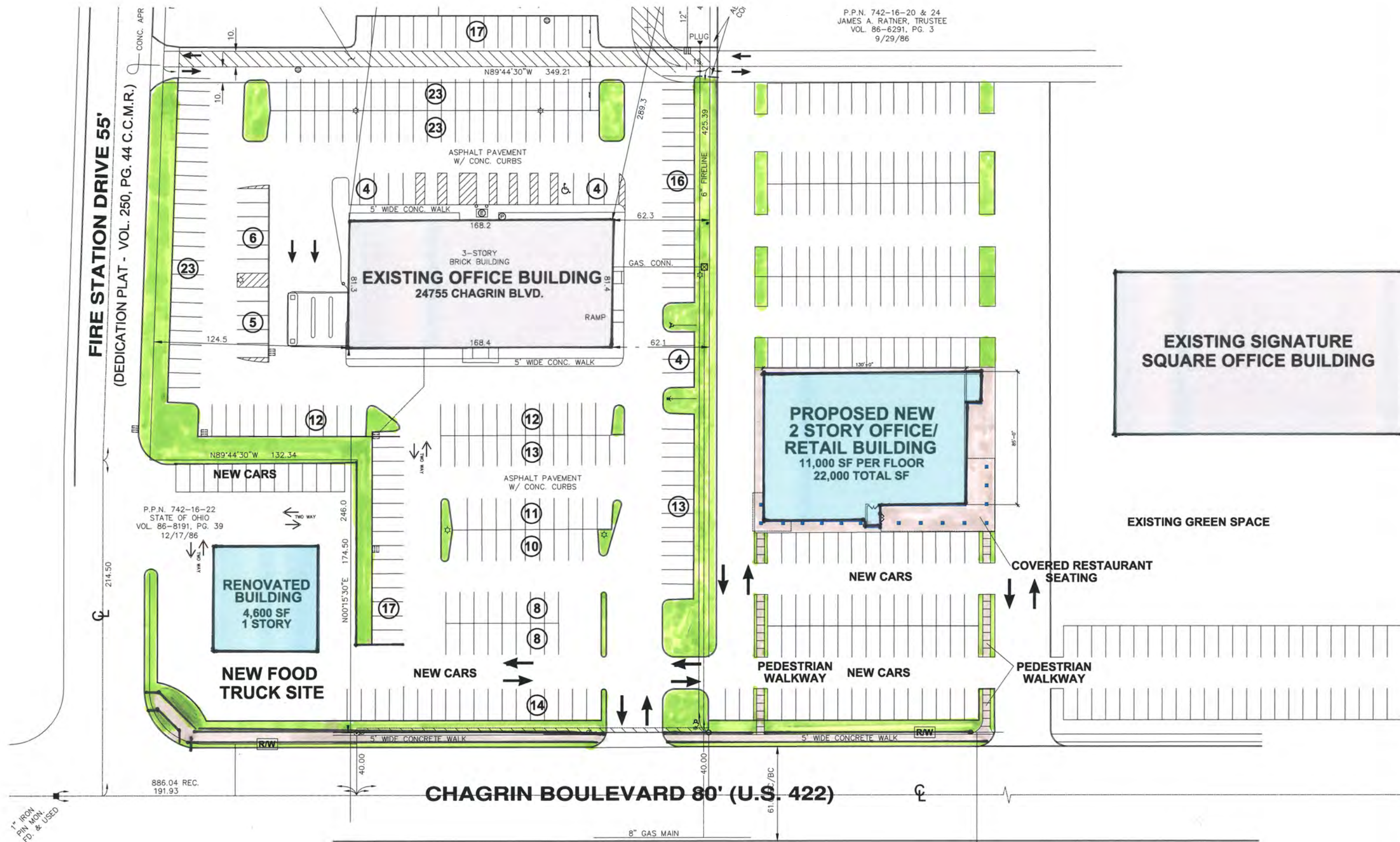
As soon as this deed has been recorded, it shall be returned to the Department of Transportation, at
705 Calwood Street,
Ravenna, Ohio 44266

Exhibit C
The Development Improvements

The Development Improvements consist of the following:

- (a) Food Truck Park.
- (b) Estimated Value of New Investment: \$500,000.00.
- (c) The facility's anticipated occupancy opening is Spring 2021.
- (d) Tax Year in which the improvements are anticipated to first appear on the tax list and duplicate:
January, 2022 for tax year 2021.

Exhibit D
The Neighboring Property



P.P.N. 742-16-20 & 24
JAMES A. RATNER, TRUSTEE
VOL. 86-6291, PG. 3
9/29/86

P.P.N. 742-16-22
STATE OF OHIO
VOL. 86-8191, PG. 39
12/17/86

886.04 REC.
191.93

1" IRON
PIN MON.
FD. & USED

JOB NORTH



SITE PLAN
SCALE: 1"=30'-0"

KOWIT & COMPANY
REAL ESTATE GROUP
4609 LINDERHAYEN DRIVE
MAYFIELD HEIGHTS, OHIO 44124
216-514-1400

PROJECT TITLE
SITE REDEVELOPMENT FOR:
OLD FIRE STATION BUILDING
24619 CHAGRIN BOULEVARD
BEACHWOOD OHIO

DESIGN AND CONSTRUCTION
DOCUMENTS AS INSTRUMENTS OF
SERVICE ARE GIVEN IN CONFIDENCE
AND ARE THE PROPERTY OF
KOWIT & COMPANY.
THESE DOCUMENTS ARE NOT TO BE
REPRODUCED OR COPIED IN ANY
MANNER WITHOUT THE WRITTEN
CONSENT OF KOWIT & COMPANY.
EXPRESSION OF WRITTEN CONSENT
OF KOWIT & COMPANY

11-21-2019 REVIEW
01-06-2020 REVIEW

DRAWN BY:
RDO
CHECKED BY:
RDO
SHEET NUMBER

SP

JOB NUMBER
1650





INTEROFFICE MEMO

TO: Mayor Horwitz
FROM: Steven M. Holtzman, Chief
DATE: September 17, 2020
SUBJECT: Station 1 and Station 2 Extractor units.

Mayor Horwitz,

Currently we have gear/uniform extractor at station 1. This unit was installed in 2001 when the station was built. If crews from station 2 have uniforms or fire gear that become contaminated, we bag up the gear and transport it to station 1 to have these items disinfected using the extractor. This process causes a delay in returning these items to service and causes more individuals to come in contact with potentially hazardous items. The station 1 unit has reached the end of its lifecycle and the current health crisis has identified a gap in current operations for providing a system that will limit the health hazards for our department. We received pricing from 2 vendors for these units and had reached out to two additional vendors that did not respond back to our request. We have identified Lakeside Laundry equipment as the best price and units that will meet our needs. Total cost with freight and installation of the two units is \$15,400.00. Currently we have funds under the CARES act that will assist in the covering of these costs. Please feel free to contact me with any questions that you may have.

Respectfully Submitted



APPROVED

SIGNATURE

DATE



INTRODUCED BY:

ORDINANCE NO. 2020-118

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE TWO (-2-) EXTRACTOR UNITS FOR THE CITY OF BEACHWOOD, OHIO FIRE & RESCUE DEPARTMENT FROM LAKESIDE LAUNDRY EQUIPMENT CO.; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Fire Chief is recommending the purchase of two (-2-) Extractor Units to be used for the decontamination of fire gear at Fire Station 1; and

WHEREAS, these Extractor Units would be purchased with funds from the CARES Act; and

WHEREAS, the City received three (3) quotations for the purchase of the Extractor Units; and

WHEREAS, the quotation from Lakeside Laundry Equipment Co. was the lowest and best bid received in an amount not to exceed Fifteen Thousand Four Hundred Dollars and No/Cents (\$15,400.00) which includes installation and freight.

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 two (-2-) Extractor Units to be used for the decontamination of fire gear at Fire Station 1 from Lakeside Laundry Equipment Co. in an amount not to exceed Fifteen Thousand Four Hundred Dollars and No/Cents (\$15,400.00), which includes installation and freight, as outlined in the quotation, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health, or safety or the efficient operation of the City, and for the further reason that it is necessary to purchase the Extractor Units at the earliest time in order that the City has the ability to continue to provide safe and reliable 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 5th day of October, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6th day of October, 2020.

Clerk

Approval: I have approved this legislation this 6th day of October, 2020 and filed it with the Clerk.

Mayor

(216)475-2040 – 800.628.2588 – Fax (216)475-2624

ORDER - QUOTATION

shaun.lutz@beachwoodohio.com

ORDER DATE:

DELIVERY DATE:

SUBTOTAL	\$13,700
FREIGHT	\$700
DELIVERY	\$0
INSTALLATION	\$1,000
SUB TOTAL	\$15,400
TAX	\$0.00
County:	0.00%
GRAND TOTAL	\$15,400.00

Page 59 of 114



1601 Frederick Blvd.
Akron, Ohio
44320-4092
330-867-3333
1-800-235-3659
FAX 330-867-7798

SALES AND SECURITY AGREEMENT

CUSTOMER

ORDER NO.

DATE

September 21, 2020

BILL TO Mr. Shaun Lutz
Beachwood Fire Department
2655 Richmond Rd
Beachwood, OH 44122
Phone: 216-292-1986
email: shaun.lutz@beachwoodohio.com

SHIP TO Same

QTY.	MODEL NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	UniMac Washer-Ext, 40 lb. Model UCT040QNOGXU60B000, 208-240/60/1/3 UniLinc control, 518 RPM 100 G-force Fire, rear chemical hookups (no soap dispenser) Utility Requirements: Circuit breaker: 15 for 3 phase water inlet - (2) @ 3/4", drain (1) @ 3" Dimensions: 30.6" wide X 42.3" deep X 48.3" high Includes 8" base Above price includes freight and installation. See checklist below. Please refer to checklist below for installation description CUSTOMER'S RESPONSIBILITIES Provide all properly sized utilities to include water, drain, brought by others to within 3' with shut offs and disconnects to meet manufacturer specifications. Unforeseen site conditions may result in additional charges. All work quoted for normal weekday work hours. Non union.	\$ 9,486.00	\$18,972.00

SPECIAL INSTRUCTIONS

Freight ☐ Prepaid & Add ☐ Collect ☒ Prepaid

Gas specifications ☐ Natural Gas ☐ LP

Delivery date required _____

CHECK LIST

	BUYER	SELLER	N/A
1. Unload equipment at site	☐	☒	☐
2. Rig equipment into place	☐	☒	☐
3. Adequate access	☒	☐	☐
4. Disconnect existing equipment	☐	☒	☐
5. Adequate foundation	☒	☐	☐
6. Bolt, level, grout	☐	☒	☐
7. Electrical hookup	☐	☒	☐
8. Water hookup and drain	☐	☒	☐
9. Gas hookup	☐	☐	☒
10. Venting hookup	☐	☐	☒
11. Dispose of crating	☐	☒	☐
12. Pickup/return existing equipment	☐	☒	☐

PAYMENT TERMS

Balance due net 10 days from receipt of invoice. Payments due by bank transfer or check only

Labor warranty is 30 days

Buyer agrees not to withhold payment under the terms of this contract when delivery, installation and/or start-up is delayed at the request of the Buyer. Buyer further agrees to pay seller all storage charges and other costs incurred by Seller due to Buyer's inability to accept equipment on the date specified herein

BUYER AGREES TO PAY INTEREST AT THE RATE OF 1.5% PER MONTH ON AMOUNTS NOT PAID WHEN DUE.

THIS CONTRACT INCLUDES ALL PRINTED PROVISIONS ON THE REVERSE SIDE, WHICH ARE HEREBY INCORPORATED WHEREIN AND MADE A PART OF THIS AGREEMENT.

TOTAL MACHINERY	\$ 18,972.00
FREIGHT	Included
INSTALLATION	Included
SUB-TOTAL	\$ 18,972.00
TAX Exempt	\$ -
TOTAL	\$ 18,972.00
BALANCE DUE	\$18,972.00

THIS CONTRACT IS SUBJECT TO APPROVAL BY AN OFFICER OF THE SELLER

Beachwood Fire Department

BUYER

BY

Authorized Signature and Title Date

BY

Personal Guarantor Signature Date

BELENKY INC.

BY Mark Hunsicker, ext. 210

Sales Representative

09/21/20

Date

APPROVED & ACCEPTED IN AKRON, OHIO BY:

Authorized Signature and Title

Date

TERMS AND CONDITIONS OF SALE

1. Seller's agreement to sell equipment (the "Equipment") is limited to the terms and conditions contained herein. No oral or other agreements will modify or become a part of this contract unless contained in a written document signed by an authorized agent of Seller. This document contains the complete agreement of the parties hereto. This order is not subject to cancellation.
2. New Equipment is purchased F.O.B. factory of the manufacturer. Used Equipment is purchased F.O.B. Seller's warehouse. Risk or loss of, or damage to, the Equipment passed to Purchaser upon tender of the Equipment by Seller to a carrier for shipment to Purchaser or, in the event that Purchaser causes a delay in shipment, when the Equipment is ready to be shipped to Purchaser. Installation, freight and rigging of the Equipment are Purchaser's expenses and are not included in the above price unless written into the contract and accepted by the Seller.
3. Seller shall not be responsible for any delays or failure in delivery due to causes beyond its control, such as, but not limited to strikes, fires, floods or other acts of God, factory delays, acts of public enemies, mobs or rioters. Seller shall not be responsible for the unavailability of any piece of equipment for a manufacturer.
4. Seller makes NO WARRANTY WITH REGARD TO THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE EQUIPMENT IS MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE. To the extent that new Equipment is subject to any manufacturer's warranty, and to the extent that such warranties may be transferred by Seller to Purchaser, Seller hereby transfers such warranty. Used and/or reconditioned Equipment is purchased "AS IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT SUCH EQUIPMENT IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. All transferred warranties are governed by, and subject to, all terms, conditions, and limitations set forth therein.
5. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT OR SPECIAL DAMAGES ARISING, DIRECTLY OR INDIRECTLY, WITH RESPECT TO ANY TERM OR PROVISION OF THIS CONTRACT, OR ARISING OUT OF THE SALE OR USE OF THE EQUIPMENT OR THE FAILURE THEREOF, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IT IS FURTHER AGREED AND UNDERSTOOD THAT THE PRICE OF THE EQUIPMENT IDENTIFIED HERETO IS CONSIDERATION FOR LIMITING THE SELLER'S LIABILITY. NO LIABILITY SHALL RESULT FROM DELAY IN PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT BY SELLER DUE TO ANY CIRCUMSTANCES BEYOND SELLER'S CONTROL. NO ACTION OR SUIT TO ENFORCE PURCHASER'S RIGHTS AND REMEDIES ARISING FROM THIS SALE SHALL BE COMMENCED LATER THAN ONE YEAR FROM THE DATE OF SHIPMENT.
6. Purchaser agrees to indemnify, hold harmless and defend Seller from and against all liability expenses based upon bodily injury, property damage or economic loss, arising, direct or indirectly in respect of the Equipment or the use, failure or transportation thereof, as are caused by the negligent acts or omissions of the Purchaser or Purchaser's agent or employees.
7. Purchaser warrants that any Equipment given or sold by Purchaser to Seller is owned by Purchaser and is fully paid for and free of lien.
8. Purchaser hereby grants a security interest in the Equipment purchased herein in order to secure the unpaid balance of the purchase price for the Equipment. This security interest will secure such unpaid balance whether the unpaid balance is represented by an open account or by a separate promissory note. Purchaser agrees that it will execute Uniform Commercial Code financing statements, in a form acceptable to the Seller, covering the Equipment described herein. If at the time this Purchase Agreement or the financing statement described above are executed the serial numbers for the Equipment are not available, Purchaser authorized Seller to insert the appropriate serial numbers in this Purchase Agreement and the financing statements when such numbers become available.
9. Upon a default in payment of the unpaid purchase price for the Equipment or any other default under this Purchase Agreement, Seller shall have the right to demand immediate payment of the total unpaid purchase price (or immediately declare all payments due under any promissory note evidencing the unpaid purchase price) and take all actions and remedies available to the Seller under applicable law, including without limitation, repossession of the Equipment.
10. It is the present intention of the Purchaser to keep the Equipment at the location described on the opposite page. Until the purchase price is paid in full, the Purchaser will not remove the Equipment for this location without the prior consent of the Seller.
11. Purchaser agrees to keep the Equipment insured with a reputable insurance carrier against loss or damage.
12. The terms hereof shall survive (i) delivery of the Equipment ordered hereunder, and (ii) the signing of an additional security agreement by Purchaser and Seller relating to such Equipment. If said terms conflict with such security agreement, the terms of the latter shall control.
13. This offer is subject to acceptance by an Officer of Seller at Akron, Ohio.
14. This Purchase Agreement shall be governed by the construed in accordance with the laws of the State of Ohio.



1056 Home Avenue
Akron, Ohio 44310
1-888-676-5079
fax 330-475-8218

Equipment, parts, and service for the
commercial laundry, coin laundry, and dry
cleaning industries.

Beachwood Fire Department
Anthony Strazzo
3777 Richmond Road
Beachwood, Ohio 44122
440-668-5160

QUOTE

DATE	NUMBER	PROJECT	FOB	P.O. NO.	REP
8/21/2020	10791		Included		NV

"We make laundry profitable."

Description

: To include receiving at our warehouse, transporting to job site, uncrate, removal of packaging-skidding and disposal of shipping materials on site. Setting equipment in place and leveling. Installation to all correct sized utilities included. Additional charges will apply if utilities are not properly sized for the new equipment and terminated within three feet of the equipment with stop valves and/or disconnects, exhaust vent and make-up air supply prior to our arrival. Electrical, roof and/or wall penetration work by customer prior to our installation. All other work performed by Advantage Equipment, Inc. or its assignees. This pricing is based upon clear access provided by others, no stairs, no elevators and no unusual floor conditions. This quote includes any and all manufacturer discounts and promotions.

Qty
14

Complete start-up and training on the proper use and maintenance of this equipment is included. A factory trained specialist will conduct this training. *NO CHARGE

1

Fire Station: Includes Advantage Equipment's Exclusive 1 Year Labor Warranty, Washer 3 Years all Parts, and 5 years on specific parts, Lifetime on Programming. *NO CHARGE

1

Price is for 1 unit.

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. All material remains the property of Advantage Equipment, Inc. until balance is paid in full. Advantage Equipment, Inc. has the authorization to repossess the equipment for lack of payment in full as stated.

SIGNATURE _____

Sales Tax (0.0%)

\$0.00

TOTAL

\$13,058.00

Deposit

Purchase Order

Balance Due

On Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are covered by Workman's Compensation Insurance. Permits, fees and any required work that can not be provided by Advantage Equipment, Inc. is at additional cost.

INTRODUCED BY:

ORDINANCE NO. 2020-113

AN ORDINANCE AMENDING ORDINANCE NO. 2018-36 WHICH IMPLEMENTED SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE, TO ESTABLISH AND DESCRIBE THE EXPANDED BOUNDARIES OF THE COMMERCE PARK COMMUNITY REINVESTMENT AREA IN THE CITY OF BEACHWOOD, OHIO

WHEREAS, pursuant to Ordinance No. 2018-36 the Council of the City Beachwood established the Community Reinvestment Area; and

WHEREAS, the area designated as the “Commerce Park Community Reinvestment Area” constitutes an area in which housing facilities or structures of historical significance are located, and in which new construction or repair of existing facilities has been discouraged; and

WHEREAS, the Council of the City of Beachwood now desires to expand the designated Community Reinvestment Area.

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

Section 1: Pursuant to ORC Section 3735.66, the Commerce Park Community Reinvestment Area and Ordinance 2018-36 is hereby amended to include the expanded area described and depicted in Exhibit “A”, a copy of which is attached hereto and incorporated herein. Only residential, commercial and/or industrial properties consistent with the applicable zoning regulations within the designated Expanded Community Reinvestment Area will be eligible for exemptions under this Program.

Section 2: All properties identified in Exhibit “A” as being within the designated Expanded Community Reinvestment Area are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area. As part of the project, the City of Beachwood intends to undertake supporting public improvements in the designated area.

Section 3: Section 4 of Ordinance 2018-36 shall be amended to read as follows:

Within the Expanded Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in the ORC Section 3735.67. The results of the negotiation as approved by this Council will be set forth in writing in a Community Reinvestment Area Agreement as outlined in ORC Section 3735.671. For residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in ORC Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the following periods.

Ten (10) years for the remodeling of every residential dwelling unit containing not more than two (2) housing units with a minimum investment of Twenty-Five Thousand Dollars and No/Cents (\$25,000.00), and with such exemption being fifty percent (50%) for each of the ten (10) years.

Ten (10) years, for the construction of dwellings containing not more than two (2) housing units with such exemption being fifty percent (50%) for each of the ten (10) years.

Up to, and including, ten (10) years, and up to, and including, fifty percent (50%) for the remodeling of existing commercial and industrial facilities, with a minimum investment of Two Hundred Fifty Thousand Dollars and No/Cents (\$250,000.00) ~~Fifty Thousand Dollars and No/Cents (\$50,000.00)~~ for commercial and Five Hundred Thousand Dollars and No/Cents (\$500,000.00) ~~One Hundred Thousand Dollars and No/Cents (\$100,000.00)~~ for industrial with the term and percentage of which shall be negotiated on a case-by-case basis in advance of remodeling occurring.

For the purposes of the above described Expanded Community Reinvestment Area, structures exclusively used for residential purposes and composed of two (2) and fewer units shall be classified as residential structures (more than two (2) units shall be classified as commercial).

If remodeling qualifies for an exemption, during the period of the exemption, the exempted percentage of the dollar amount of the increase in market value of the structure shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption, the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

Section 4: All other provisions of Ordinance 2018-36 not specifically amended herein shall remain in full force and effect.

Section 5: The Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, that all deliberations of this Council and of its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22 of the ORC.

Section 6: This Ordinance shall take effect and be in force from and after the earliest period allowed by law and upon confirmation by the Director of the Ohio Development Services Agency of the findings in this Ordinance.

Section 7: The Mayor is hereby directed and authorized to petition the Director of the Ohio Development Services Agency to confirm the findings contained within this Ordinance.

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

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

Clerk

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

Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY REINVESTMENT AREA COMPENSATION AGREEMENT WITH THE BOARD OF EDUCATION OF THE BEACHWOOD CITY SCHOOL DISTRICT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Ohio Community Reinvestment Area Program, pursuant to Sections 3735.65 through 3735.70 of the Revised Code, authorizes municipalities to grant real property tax exemptions on eligible new investments; and

WHEREAS, the City, by Ordinance 2018-36, adopted April 2, 2018, designated an area within the municipality as the Commerce Park Community Reinvestment Area; and

WHEREAS, effective May 23, 2018, the Director of the Ohio Development Services Agency determined the area designated by the municipality within Ordinance No. 2018-36 contained the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified the area as a Community Reinvestment Area; and

WHEREAS, within the Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions is negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in Section 3735.67 of the Ohio Revised Code. The results of the negotiation are formalized in an Agreement between the City and the property owner and when approved by Council are set forth in writing in a Community Reinvestment Area Agreement in accordance with Section 3735.671 of the Ohio Revised Code; and

WHEREAS, the City by Ordinance 2018-36 limited the real property tax exemptions for commercial and industrial property as follows:

- Up to, and including, ten (10) years, and up to, and including, fifty percent (50%) for the remodeling of existing commercial and industrial facilities, with a minimum investment of Fifty Thousand Dollars and No/Cents (\$50,000.00) for commercial and One Hundred Thousand Dollars and No/Cents (\$100,000.00) for industrial with the term and percentage of which shall be negotiated on a case-by-case basis in advance of remodeling occurring.
- Ordinance 2020-113 will increase the minimum investment to Two Hundred Fifty Thousand Dollars and No/Cents (\$250,000.00) for commercial remodeling and to Five Hundred and Thousand Dollars and No/Cents (\$500,000.00) for industrial remodeling.
- Up to, and including, ten (10) years, and up to, and including, fifty percent (50%) for the construction of new commercial or industrial facilities, the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.

WHEREAS, for residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in Section 3735.67 of the Ohio Revised Code shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the following periods:

- Ten (10) years for the remodeling of every residential dwelling unit containing not more than two housing units with a minimum investment of Twenty-Five Thousand Dollars and No/Cents (\$25,000.00), and with such exemption being fifty percent (50%) for each of the ten (10) years.
- Ten (10) years, for the construction of dwellings containing not more than two (2) housing units with such exemption being fifty percent (50%) for each of the ten (10) years.
- For the purposes of the above described Community Reinvestment Area, structures exclusively used for residential purposes and composed of two (2) and fewer units shall be classified as residential structures (more than two (2) units shall be classified as commercial); and

WHEREAS, the City has provided notice to the Board of Education of the Beachwood City School District (“School Board”) of the intention of Council to amend Ordinance 2018-36, through Ordinance 2020-113, to expand the Community Reinvestment Area; and

WHEREAS, the City and the School Board, pursuant to Section 5709.82 of the Ohio Revised Code wish to enter into a Compensation Agreement concerning the benefits related to the City’s Expanded Community Reinvestment Area.

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 enter into a Community Reinvestment Area Compensation Agreement with the School Board in a form substantially similar to that attached hereto and incorporated herein as Exhibit “A”.

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that it is necessary to enter into this contract at the earliest time in order to facility economic development in the City, 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 ____ day of October, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ____ day of October, 2020.

Clerk

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

Mayor

COMMUNITY REINVESTMENT AREA COMPENSATION AGREEMENT

This agreement ("Agreement") is entered into this ____ day of ____, 2020 between the **City of Beachwood, Ohio** (hereinafter referred to as "City"), a municipal corporation with its offices 25325 Fairmount Boulevard, Beachwood, Ohio 44122, and Board of Education of the **Beachwood City School District** (hereinafter referred to as "School Board"), a public school district with its principal offices at 24601 Fairmount Boulevard, Beachwood, Ohio 44122, as to the approval and Compensation to the School Board for tax incentives under Ohio's Community Reinvestment Area Program.

WHEREAS, the Ohio Community Reinvestment Area Program, pursuant to Sections 3735.65 through 3735.70 of the Revised Code, authorizes municipalities to grant real property tax exemptions on eligible new investments; and

WHEREAS, the City, by Ordinance 2018-36, adopted April 2, 2018, designated an area within the municipality as the Commerce Park Community Reinvestment Area (a copy of Ordinance 2018-36 is attached hereto and incorporated herein as Exhibit "A"); and

WHEREAS, effective May 23, 2018, the Director of the Ohio Development Services Agency determined the area designated by the municipality within Ordinance No. 2018-36 contained the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified the area as a Community Reinvestment Area; and

WHEREAS, within the Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions is negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in Section 3735.67 of the Ohio Revised Code. The results of the negotiation are formalized in an Agreement between the City and the property owner and when approved by Council are set forth in writing in a Community Reinvestment Area Agreement in accordance with Section 3735.671 of the Ohio Revised Code; and

WHEREAS, the City by Ordinance 2018-36 limited the real property tax exemptions for commercial and industrial property as follows:

- Up to, and including, ten (10) years, and up to, and including, fifty percent (50%) for the remodeling of existing commercial and industrial facilities, with a minimum investment of Fifty Thousand Dollars and No/Cents (\$50,000.00) for commercial and One Hundred Thousand Dollars and No/Cents (\$100,000.00) for industrial with the term and percentage of which shall be negotiated on a case-by-case basis in advance of remodeling occurring.
- Ordinance 2020-113 will increase the minimum investment to Two Hundred Fifty Thousand Dollars and No/Cents (\$250,000.00) for commercial remodeling and to Five

Hundred Thousand Dollars and No/Cents (\$500,000.00) for industrial remodeling.

- Up to, and including, ten (10) years, and up to, and including, fifty percent (50%) for the construction of new commercial or industrial facilities, the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.

WHEREAS, for residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in Section 3735.67 of the Ohio Revised Code shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the following periods: and

- Up to, and including, ten (10) years for the remodeling of every residential dwelling unit containing not more than two housing units with a minimum investment of Twenty-Five Thousand Dollars and No/Cents (\$25,000.00), and with such exemption being fifty percent (50%) for each of the ten (10) years.
- Up to, and including, ten (10) years, for the construction of dwellings containing not more than two (2) housing units with such exemption being fifty percent (50%) for each of the ten (10) years.
- For the purposes of the above described Community Reinvestment Area, structures exclusively used for residential purposes and composed of two (2) and fewer units shall be classified as residential structures (more than two (2) units shall be classified as commercial); and

WHEREAS, the City has provided notice to the School Board of the intention of Council to amend Ordinance 2018-36, through Ordinance 2020-113, to expand the Community Reinvestment Area (a copy of Ordinance 2020-113 is attached hereto and incorporated herein as Exhibit “B”); and

WHEREAS, the City and the School Board, pursuant to Section 5709.82 of the Ohio Revised Code wish to enter into a Compensation Agreement concerning the benefits related to the City’s Expanded Community Reinvestment Area.

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

Section 1. Definitions. As used in this Agreement, the following shall have the meaning set forth below:

“Adjusted Shared Revenue” shall mean the amount paid directly by the City to the School Board under Sections 2, 3, and 4 of this Agreement.

“Exemption Year” shall mean any calendar year in which property subject to a Community Reinvestment Area (“CRA”) Agreement would be taxable but for the municipal

authorization and finalization of a Community Reinvestment Area Agreement under Section 3735.671 of the Ohio Revised Code.

“New Employee” shall include all employees who are first employed at the property subject to a CRA Agreement and who within the two (2) previous years have not been subject to income taxation by the City. “New Employee” does not include a person hired to replace a person who is not a new employee or current employees being relocated in the City.

Section 2. Sharing of Revenue. During each Exemption Year in which one or more property owners receive real property tax exemptions pursuant to a CRA Agreement executed by the City, the City shall make a payment to the School Board in the amount equal to the Adjusted Shared Revenue as determined by the calculation in Section 3 below.

Section 3. Calculation. The Adjusted Shared Revenue payment shall be calculated as follows:

- A) Identify all of the properties subject to a current CRA Agreement executed by the City (“CRA Properties”);
- B) Determine, in the aggregate, the annual municipal income tax revenue received by the City from its levy on wages, salaries, commissions, and other compensation of New Employees above the threshold of One Million Five Hundred Thousand Dollars (\$1,500,000.00) in wages, salaries, commissions, and other compensation of New Employees in connection with the CRA Properties (“New Income Tax”);
- C) Determine, in the aggregate, the amount of annual real property taxes not received by the School Board in connection with all of the CRA Agreements executed by the City (“School Board Maximum”);
- D) Determine the amount equal to fifty percent (50%) of the New Income Tax and reduce it by the amount it may exceed the School Board Maximum (Maximum Shared Revenue”); and
- E) Reduce the Maximum Shared Revenue by any payments made by taxpayers or property owners directly to the School Board under a CRA agreement for an Exemption Year in connection with the CRA properties (“Adjusted Shared Revenue”).

Section 4. Timing. The City shall provide the School Board the Adjusted Shared Revenue amount no later than May 31st following each Exemption Year. For example, if the property is subject to an exemption for tax year 2021 for property taxes paid in 2022, the City shall make the Adjusted Shared Revenue payment for tax year 2021 on or before May 31, 2022. The Adjusted Shared Revenue payment shall include an itemization of the municipal income tax revenue received by the City from its levy on wages, salaries, commissions, and other compensation of New Employees in connection with the CRA Properties for the applicable Exemption Year and the calculation of the Adjusted Shared Revenue payment for that Exemption Year. Should all income tax revenue

collection not be collected by May 31st following the Exemption Year, the City shall make a partial payment at that time as well as provide an estimate of the revenues to be collected and the estimated date payment will be finalized. All payments will be completed by June 30th following the Exemption Year or the City will make an estimate of the payment balance due and complete the payment within ninety (90) days. Should the estimate vary from the final payment due, the corrective adjustment will be made upon final verifications.

Section 5. Consent to Expanded CRA. The School Board has no objection to the City expanding the City's Community Reinvestment Area and amending the Commerce Park Community Reinvestment Area enacted by Ordinance 2018-36.

Section 6. Waiver of Statutory Notice and Consent. The School Board waives its right to any notice or other requirements, including under Sections 3735.671 and 5709.83 of the Revised Code, with regard to any real property tax exemptions granted by the City under Sections 3735.65 through 3735.70 of the Revised Code and Ordinances 2018-26 and 2020-113. Notwithstanding, the City shall provide notice to the School Board at least fourteen (14) days in advance of the City formally introducing for consideration by Council any agreement granting a real property tax exemption under Section 3735.67 of the Revised Code. The notice shall provide the financial details regarding the exemption request, including but not limited to real estate and income tax projections for the subject project. If requested, the City shall also meet to discuss the financial or other details of the request with the School Board. The School Board reserves the right to provide any comment in regard to any proposed CRA Agreement.

Section 7. Exceptions.

- A) This Agreement shall not apply to any area initially designated as the Commerce Park Community Reinvestment Area pursuant to Ordinance 2018-36.
- B) .This Agreement shall not apply to any real property tax incentives authorized by the City under Chapter 725 or 1728 of the Ohio Revised Code or Sections 3735.671, 5709.40, 5709.41, 5709.45, 5709.62, 5709.63, 5709.632, or 5709.88 of the Ohio Revised Code and/or by a housing officer under Section 3735.67 of the Ohio Revised Code as to Beachwood Place Mall and the related property at the southeast intersection of Cedar and Richmond Roads. The City and School Board shall work in good faith to promote the interests of community and economic development regarding Beachwood Place Mall and the related property at the southeast intersection of Cedar and Richmond Roads and shall negotiate an appropriate compensation agreement in connection with any real property tax exemptions requested for Beachwood Place Mall and the related property at the southeast intersection of Cedar and Richmond Roads.

Section 8. No Other Compensation. The School Board acknowledges and agrees that this Agreement provides for the only compensation to be received by the School Board from the property owner and/or City in connection with the CRA Agreement.

Section 9. Clawback/Third Party Beneficiary. If for any reason a property owner materially fails to fulfill its obligations under any CRA Agreement entered into with the City, the City shall terminate or modify the exemptions from taxation granted under any CRA Agreement. The School Board may require the property owners to repay the amount of taxes that would have been payable to the School Board had the property not been exempted from taxation under any CRA Agreement. The City agrees to include this provision in any CRA Agreement entered into after the date of this Agreement and in addition, such CRA Agreement shall identify the School Board as a third-party beneficiary to the extent of the terms of such provision. The City shall also agree to include a provision in any CRA Agreement entered into after the date of this Agreement prohibiting a property owner during the term of the CRA Agreement from requesting a decrease in the valuation of the subject property. The City shall not grant any CRA exemption to a property owner and enter into a CRA Agreement with a property owner until such time as the property owner agrees to be bound to these provisions in the CRA Agreement.

Section 10. Amendments. This Agreement may be amended or modified by the parties, only in writing, signed by all parties to the Agreement or by applicable law changes.

Section 11. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this agreement.

Section 12. Notices. All payments, certificates, reports and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by personal delivery, electronically or by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so delivered personally, electronically confirmed or mailed to the following addresses:

Municipality:	City of Beachwood 25325 Fairmount Boulevard Beachwood, OH 44122
School Board:	Beachwood City School District 24601 Fairmount Boulevard Beachwood, OH 44122

Any party may change its contact or address for receiving notices and reports by giving written notice of such change to the other parties.

Section 13. Severability of Provisions. The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted.

Section 14. Termination. Unless otherwise terminated earlier, the application of this Agreement

for each CRA Agreement shall automatically terminate at such time as each individual real property exemption and its related CRA Agreement terminates.

Section 15. Counterparts. This Agreement may be executed in any number of multiple counterparts, all of which together shall be considered a single instrument.

In witness thereof, the parties have caused this Agreement to be executed as of the date set forth above.

CITY OF BEACHWOOD

Mayor Martin S. Horwitz

Date: _____

Approved as to form:

Diane A. Calta, Director of Law
Date: _____

**BOARD OF EDUCATION OF THE
BEACHWOOD CITY SCHOOL DISTRICT**

Brian Weiss, Board President

Date: _____

Michele Mills, Treasurer/CFO

Date: _____

Approved as to form:

David Seed, Board Counsel
Date: _____

EXHIBIT A TO COMPENSATION AGREEMENT

INTRODUCED BY: J. Pasch

ORDINANCE NO. 2018-36

AN ORDINANCE IMPLEMENTING SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE, ESTABLISHING AND DESCRIBING THE BOUNDARIES OF THE COMMERCE PARK COMMUNITY REINVESTMENT AREA IN THE CITY OF BEACHWOOD, OHIO, DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM, AND CREATING A COMMUNITY REINVESTMENT HOUSING COUNCIL AND A TAX INCENTIVE REVIEW COUNCIL

WHEREAS, the council of the City Beachwood (hereinafter "Council") desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of the City of Beachwood that have not enjoyed reinvestment from remodeling or new construction; and

WHEREAS, a survey of housing, a copy of which is on file in the office of the Clerk of City Council as required by Ohio Revised Code (ORC) Section 3735.66, has been prepared for the area to be included in the proposed Community Reinvestment Area; and

WHEREAS, the maintenance of existing and construction of new structures in such area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and

WHEREAS, the remodeling of existing structures or the construction of new structures in this Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted.

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

Section 1: The area designated as the "Commerce Park Community Reinvestment Area" constitutes an area in which housing facilities or structures of historical significance are located, and in which new construction or repair of existing facilities has been discouraged:

Section 2: Pursuant to ORC Section 3735.66, Commerce Park Community Reinvestment Area is hereby established as that area described and depicted in attached Exhibit A to this ordinance. Only residential, commercial and/or industrial properties consistent with the applicable zoning regulations within the designated Community Reinvestment Area will be eligible for exemptions under this Program.

Section 3: All properties identified in Exhibit A as being within the designated Community Reinvestment Area are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area. As part of the project, the City of Beachwood intends to undertake supporting public improvements in the designated area.

Section 4: Within the Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in the ORC Section 3735.67. The results of the negotiation as approved by this Council will be set forth in writing in a Community Reinvestment Area Agreement as outlined in ORC Section 3735.671. For residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in ORC Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the following periods.

Ten (10) years for the remodeling of every residential dwelling unit containing not more than two housing units with a minimum investment of Twenty Five Thousand Dollars and No/Cents (\$25,000.00), and with such exemption being fifty percent (50%) for each of the ten (10) years.

Ten (10) years, for the construction of dwellings containing not more than two (2) housing units with such exemption being fifty percent (50%) for each of the ten (10) years.

Up to, and including, ten (10) years, and up to, and including, fifty percent (50%) for the remodeling of existing commercial and industrial facilities, with a minimum investment of Fifty Thousand Dollars and No/Cents (\$50,000.00) for commercial and One Hundred Thousand Dollars and No/Cents (\$100,000.00) for industrial with the term and percentage of which shall be negotiated on a case-by-case basis in advance of remodeling occurring.

Up to, and including, ten (10) years, and up to, and including, fifty percent (50%) for the construction of new commercial or industrial facilities, the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.

For the purposes of the above described Community Reinvestment Area, structures exclusively used for residential purposes and composed of two (2) and fewer units shall be classified as residential structures.

If remodeling qualifies for an exemption, during the period of the exemption, the exempted percentage of the dollar amount of the increase in market value of the structure shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

Section 5: All commercial and industrial projects are required to comply with the state application fee requirements of ORC Section 3735.672 (C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement - a minimum of \$500 up to a maximum of \$2500 annually unless waived.

Section 6: To administer and implement the provisions of this Ordinance, Tom Moore, Assistant Building Commissioner is designated as the Housing Officer as described in Sections 3735.65 through 3735.70.

Section 7: A "Community Reinvestment Area Housing Council" shall be created, consisting of two members appointed by the Mayor, two members appointed by the Council, and one member appointed by the Planning and Zoning Commission. The majority of the members shall then appoint two additional members who shall be residents within the area. Terms of the members of the Council shall be for three years. An unexpired term resulting from a vacancy in the Council shall be filled in the same manner as the initial appointment was made. The Community Reinvestment Area Council shall make an annual inspection of the properties within the district for which an exemption has been granted under Section 3735.67 of the ORC. The Council shall also hear appeals under Section 3735.70 of the ORC.

A Tax Incentive Review Council has been established pursuant to ORC Section 5709.85 to review annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671, of the ORC and make written recommendations to the Council as to continuing, modifying or terminating said agreement based upon the performance of the agreement.

Section 8: City Council reserves the right to re-evaluate the designation of the Commerce Park Community Reinvestment Area after December 31, 2019, at which time the Council may direct the Housing Officer not to accept any new applications for exemptions as described in Section 3735.67 of the ORC.

Section 9: The Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, that all deliberations of this Council and of its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22 of the ORC.

Section 10: This ordinance shall take effect and be in force from and after the earliest period allowed by law and upon confirmation by the Director of the Ohio Development Services Agency of the findings in this Ordinance.

Section 11: The Mayor is hereby directed and authorized to petition the Director of the Ohio Development Services Agency to confirm the findings contained within this Ordinance.

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

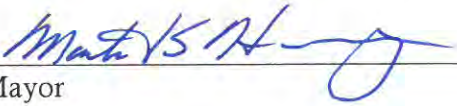
Attest:

I hereby certify this legislation was duly adopted on the 2nd day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of April, 2018.


Clerk

Approval:

I have approved this legislation this 3rd day of April, 2018, and filed it with the Clerk.


Mayor

Placed on First Reading and Referred to a Public Hearing: February 5, 2018

Held on Pending: February 20, 2018

Placed on Second Reading: March 19, 2018

Placed on Third and Final Reading: April 2, 2018

CITY OF *Beachwood*
INTEROFFICE MEMORANDUM

TO: Martin S. Horwitz, Mayor
Brian Linick, President of Council
Eric Synenberg, Economic Development Committee Chair

FROM: William Griswold, Building Commissioner *WG*
Keri Zipay, Business Retention Specialist

DATE: January 23, 2016

SUBJECT: Community Reinvestment Area (CRA) Establishment

Following our discussion with the Economic Development Committee and members of Council, we are respectfully requesting to be placed on the Council agenda on February 5, 2018 for approval of the creation of a Community Reinvestment Area (Commerce Park). Guidelines for the program will be formulated and presented to City Council for their review prior to any applicant's participation in the CRA.

All CRA applicants will pay required fees (to be determined) and receive approval from City Council.

Attached is a copy of the CRA application, as well as, an example of a points-based job creation incentive grant application form, which could be effectively translated for use with the CRA program. This example application and valuation system was developed by Mrs. Zipay as part of research conducted to examine other local and state incentive offerings, and has been attached for your review.

Enc.

cc: Larry Heiser, Finance Director
Hope Jones, Law Director
Tina Turick, Assistant Administrative Officer

APPROVED BY MAYOR FOR
NEXT COUNCIL AGENDA.

SIGNATURE

DATE

Martin S. Horwitz
1-23-18

Job Creation Incentive Study

The application, as it exists, requests the following information for review:

1. Current full and part-time employment at the proposed project site
2. Current full and part-time employment in the City of Beachwood
3. Hiring plans for the next 3 years
4. Estimated pay roll for new employees in the next 3 years

Award guidelines:

New Payroll by end of Year 3:

\$1-3M – 3 years – 30%
\$3-6M – 4 years – 35%
\$6-8M – 4 years – 40%
\$8M+ – 5 years – 50%

Proposal:

Some municipalities (such as Kent, OH and the region of Niagara Gateway) have adopted a points-based grant application form to make more well-informed decisions and achieve designated community goals.

Consider revising the Job Creation Incentive application, to a points-based application. Review the next page to see one example of what this could look like.

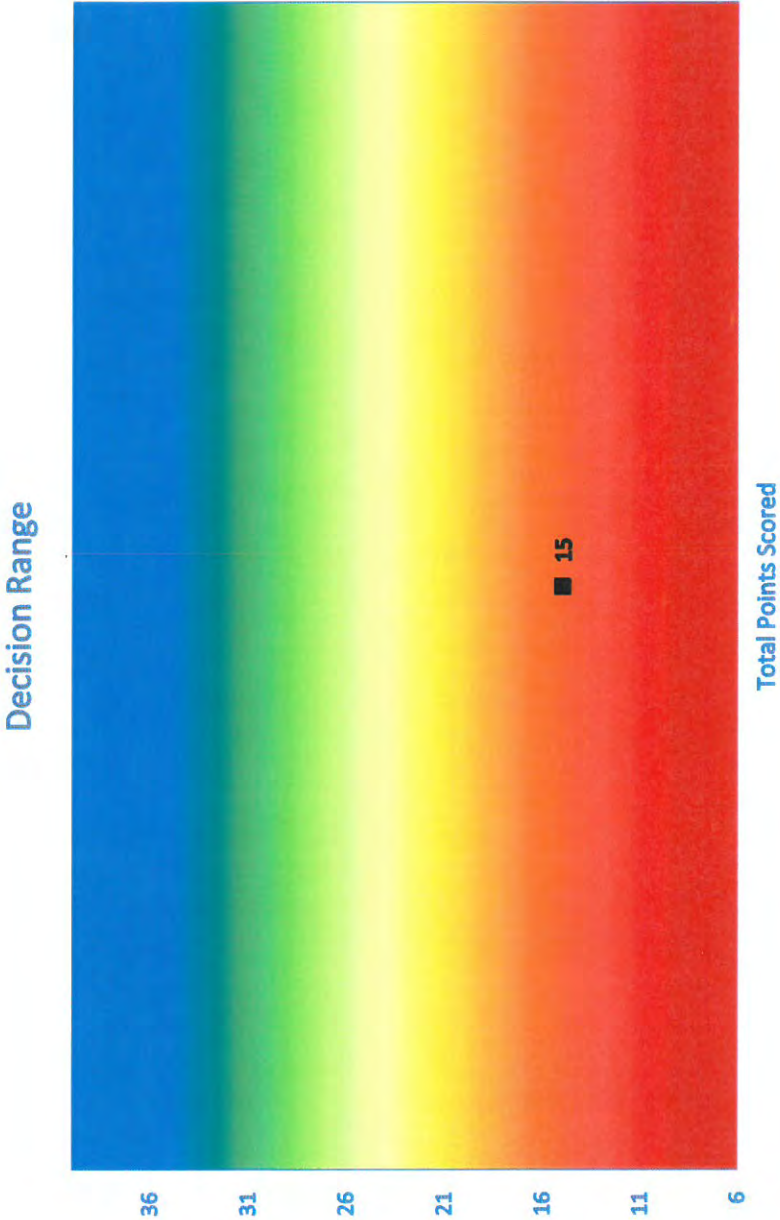
Example of a points- based application format:

1. Current facility location: ☐ Outside of United States - 5 ☐ In OH, outside of Cuyahoga County – 3 ☐ In Beachwood - 1
☐ In US, outside of Ohio - 4 ☐ In Cuyahoga County, but outside of Beachwood – 2
2. Parent company location: ☐ Outside of United States - 5 ☐ In OH, outside of Cuyahoga County – 3 ☐ In Beachwood - 1
☐ In US, outside of Ohio - 4 ☐ In Cuyahoga County, but outside of Beachwood – 2
3. Current number of employees: ☐ 30-50 (1 point) ☐ 51-75 (2 points) ☐ 76-100 (3 points) ☐ Over 100 (4 points)
4. Number of employees to be added by Year 3: ☐ 1-5 (1 point) ☐ 6-10 (2 points) ☐ 11-15 (3 points) ☐ 16 or more (4 points)
5. Average salary of non-executive level employees: ☐ \$0-24,999 (1 point) ☐ \$25,000-49,999 (2 points) ☐ \$50,000-99,999 (3 points)
☐ \$100,000+ (4 points)
6. Level of planned capital investment: ☐ \$0-249,999 (1 point) ☐ \$250,000-499,999 (2 points) ☐ \$500,000-999,999 (3 points)
☐ \$1,000,000+ (4 points)
7. Locating inside the Commerce Park CRA? ☐ Yes (1 point) ☐ No (0 points)
8. Industry: ☐ Medical, BioMed, IT (5 points) ☐ Professional Services (4 points) ☐ Wholesale, Manufacturing (3 points)
☐ Other (0 points)

9. LEED certification or installation of renewable energy materials? ☐ Yes (3 points) ☐ No (0 points)

10. Locating within a mixed-use development? ☐ Yes (3 points) ☐ No (0 points)

Results Chart Sample:



Point range: 6=lowest, 38=highest

Staff report (including industry research) would be provided based upon the total points scored.

PURSUANT TO OHIO REVISED CODE SECTIONS 3735.65 ET SEQ., APPLICANTS SHALL PROVIDE THE FOLLOWING INFORMATION: (Completion of ALL questions is required)

1. Name of proposed Community Reinvestment Area (CRA): Commerce Park
2. Applicant:
a. Name ² : City of Beachwood
b. Address: 25325 Fairmount Blvd. Beachwood, OH 44122
c. County (if municipal applicant): Cuyahoga
d. Chief Executive of Applicant: Mayor Martin Horwitz
3. Designated Housing Officer ³ :
a. Name/Title: Tom Moore/Housing Inspector
b. Organization: City of Beachwood
c. Address: 25325 Fairmount Blvd. Beachwood, OH 44122
d. Email ⁴ : tom.moore@beachwoodohio.com
e. Telephone Number: 216-292-1916
f. Fax Number 216-292-1917
4. Total population of the municipality or township applicant: 11,953
5. Total population for the proposed CRA: 186
6. Total number of residences in the proposed CRA: 86

7. If the applicant has any other active CRAs, attach a listing of each CRA including the name, date of creation, and date of any and all amendments. Additionally, attach a map of the applicant's jurisdiction showing all active CRAs. If the proposed CRA will combine multiple pre-existing CRAs, will excise territory out of an existing CRA, or will otherwise cause an existing CRA to cease to exist, provide the name, date of creation, and date of any and all amendments of such CRA(s).

Label this as "Attachment A."

8. Attach a copy of the housing survey⁵ documenting the finding that the area designated as the CRA "...is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged." The survey must provide both a statement of general conditions of the area as well as specific locations and conditions fulfilling the standard set forth within ORC § 3735.65(B). Housing surveys often include supplemental information such as pictures or local building department records that support the findings.

Label this as "Attachment B."

9. Attach a certified copy of the local legislative authorization, which may be either an ordinance or resolution that authorizes the creation of this CRA⁶. The proper authority must certify each ordinance/resolution. **Label this as "Attachment C."**

10. Attach evidence that the local legislation was published in a newspaper of general circulation once a week for two consecutive weeks immediately following its adoption per ORC Section 3735.66. **Label this as "Attachment D."**

1. This form should be used for both the creation of new CRAs as well as the amendment of pre-existing CRAs.
2. Only municipal corporations or counties, acting on behalf of townships, may enact Community Reinvestment Areas. See ORC § 3735.66.
3. The CRA Housing Officer is responsible for the local administration of the program. The CRA Housing Officer typically is, but is not required to be, an employee of the enacting political subdivision.
4. The Ohio Development Services Agency uses email to distribute important annual report information and bulletins.
5. A Housing Survey is required pursuant to ORC § 3735.66. A sample housing survey can be found on the Ohio Development Services Agency's CRA page at: http://development.ohio.gov/files/bs/SHS_youngstown.pdf
6. This resolution or ordinance should be from the applicant. Boards of Township Trustees frequently do pass resolutions of support when its county enacts a CRA on their behalf, but such resolution or ordinances of support are not required.

(Over)

Revised 01/29/2013

11. Attach a map(s) of the proposed CRA which clearly outlines:
 - a. The boundary of the local legislative authority⁷ **Label this as "Attachment E-1";**
 - b. The boundary of the proposed CRA **Label this as "Attachment E-2";**
 - c. The current zoning map⁸ **Label this as "Attachment E-3";**
 - d. Existing major industries (only required if the CRA is permitted to consider industrial/commercial projects) **Label this as "Attachment E-4";**
 - e. Vacant land available for development **Label this as "Attachment E-5";** and
 - f. The boundary of all school districts affected by the CRA **Label this as "Attachment E-6."**
12. Attach a written description of the proposed CRA boundary (not a legal description). Examples should include street boundaries or parcel numbers. The description must conform to the information on the map of the proposed CRA depicting the boundary. **Label this as "Attachment F"**
13. School District/Board of Education Participation:
 - a. Identify each Board of Education with jurisdiction within the area designated as the proposed CRA. **Label this as "Attachment G."**
 - b. Attach evidence that each Board of Education listed in Attachment G has been informed of the CRA program requirements as well as their rights to: 1) notice of exemptions; 2) review/approval authority for commercial/industrial agreements; 3) meeting requests; and 4) income tax sharing. (The Ohio Development Services Agency suggests a certified letter to the President of the Board of Education.) **Label this as "Attachment H-1."**
 - c. Proposed CRAs within municipalities that levy a municipal income tax should consider developing a procedure in conjunction with the Board of Education(s) to allow for income tax sharing on projects. Attach a copy of the procedure, if one exists. This requirement applies only to city, local, or exempted village school districts and not to joint vocational school districts⁹. **Label this as "Attachment H-2."**
 - d. Outline involvement of Board of Education in the CRA program and any negotiated revenue sharing agreements with the applicant. (Optional – Board of Education Resolution) – **Label this as "Attachment H-3."**
14. Attach a list of contact people including the name, title, address, and phone numbers for the following¹⁰:
 - a. The county auditor;
 - b. The township clerk and trustees for each participating township;
 - c. All county commissioners (for county-designated areas);
 - d. The city/village, mayor/CEO, or administrator for each participating municipality;
 - e. The superintendent, or other authorized official, of each school district listed in requirement 13a of this petition;
 - f. The state representative(s) for the territory covered by the proposed CRA; and
 - g. The state senator(s) for the territory covered by the proposed CRA. **Label this as "Attachment I."**

This petition is authorized to be submitted to the Ohio Development Services Agency. All information contained herein is accurate to the best of my knowledge.

Signature Municipal/CEO President
of the Board of County Commissioners

Date:

Ohio Development Services Agency
(800) 848-1300
www.development.ohio.gov

7. If a county is the applicant, this map should only be of the affected township.
8. Participating jurisdictions are required to supply an updated zoning map when zoning changes occur on parcels within the CRA. See ORC §3735.66 (5th ¶).
9. For more information about Joint Vocational School District rights, please see Ohio Attorney General's Opinion 2000-030. This is available at: <http://www.ohioattorneygeneral.gov/getattachment/06fab61d-49dd-4a65-b5d1-1a1c9459a3a9/2000-030.aspx>
10. If the Ohio Development Services Agency confirms the findings for the proposed CRA, the original confirmation of findings will be sent to the CRA Housing Officer. Each of the people listed in Attachment I (if applicable) will receive notification as well.

Beachwood - Commerce Park Community Reinvestment Area

City of Beachwood Housing Study (Attachment B)

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Proposed CRA

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Housing Survey (Attachment B)

Prepared by the City of Beachwood Economic Development & Building Departments

Introduction:

The City of Beachwood, Ohio presents the area known locally as “Commerce Park” located within Census Tract 1311.02 that is comprised of residential, commercial, office, warehousing, and light industrial uses, as a viable candidate to establish a new (and Beachwood’s first) Community Reinvestment Area. Most of the structures in the area are at least 50-60 years old and have not seen significant investment since their original construction. In the areas surrounding Commerce Park, Beachwood is flourishing. The time is right to build off of this momentum and utilize available tools to spur new development in the Commerce Park area.

History of Beachwood, Ohio:

Much of Beachwood was originally part of the “Warrensville” settlement of the Western Reserve in the 1800’s. The Village of Beachwood was originally established with a vote of just 47 residents in 1905, and reached official “city” status in 1960 when the population reached over 5,000 residents. The origins of the village were very much influenced by the Van Sweringen brothers, who developed nearby Shaker Heights. In fact, because of the Van Sweringen’s plans to develop larger more exclusive parcels, much of Beachwood’s residential areas were not developed until the 1940s and 50s after the Van Sweringen’s land was sold off and the company filed for bankruptcy. Like many surrounding communities, Beachwood was very much still a farming village until the 1940s.

Beachwood has a long history of a “business-friendly” reputation; dating back to the 1920s many businesses chose to locate with the village due to the low tax rate. Today over 2,500 businesses call Beachwood home, including several large corporations such as Eaton Corporation, DDR Corporation, Cleveland Clinic satellite offices, BASF, and Tremco.

In the mid-1950s the Village of Beachwood requested the County’s Planning Commission to assist in planning for Beachwood’s future, as many developers had approached the Village with various plans for commercial and retail developments. The County advised specifically that the south side of Chagrin Blvd. (between Green and Richmond Roads) be devoted to the location of office buildings and the north side be devoted to a shopping plaza, apartments, and additional office buildings. The County also advised the development of Commerce Park, which is the target area for the establishment of a Community Reinvestment Area. In 1959, Commerce Park was originally planned as a 200-acre industrial park and was zoned for light manufacturing and warehousing.

The residential section of our proposed Community Reinvestment Area was also developed in the mid-1950s as an 86 parcel residential development known at that time as the “PAR Development.” The homes are situated on two streets – Concord Drive and Beacon Drive. The parcels average approximately .40 acres each.

Opportunity for development on vacant land in Beachwood is minimal. Any parcels of vacant land are held by longtime property owners that have historically not been opted to sell. New construction or redevelopment tends to be confined mainly to areas where existing structures are present.

Commerce Park Road, Mercantile Road, and Highpoint Road comprise the commercial section of the proposed Community Reinvestment Area. When initially constructed in the 1950s, warehousing and light industrial were the two main uses at that time. With that in mind, the structures sprawl across each parcel at a very low density with just a single floor of constructed space. In recent decades, Beachwood has evolved into an epicenter for technology, finance, medicine, law, and real estate development. The single floor uses for warehousing and light industrial are all but obsolete in Beachwood's current business climate and have become a major limitation for potential tenants.

Future Plans:

In 2015, the City of Beachwood adopted a new Master Plan. Throughout the plan many goals were identified, including the diversification of housing options, offering tax abatements for residential improvements, reimagining Richmond Road as a multi-family corridor, and removing barriers to the adaptive reuse of older buildings.

The Master Plan specifically identified the establishment of a Community Reinvestment Area as an Economic Development tool to link incentives to the City's identified goals.

Location:

Beachwood is located eleven miles east of downtown Cleveland in Cuyahoga County. The City encompasses 5.2 square miles and is conveniently situated just west of I-271.

Demographics:

The population of Beachwood was initially very slow to grow, and in fact as recently as 1936 just 237 residents were reported. In 1960 the Village's population reached over 6,000 and with that Beachwood became a City. The population reached its peak in 2000 at 12,186 residents. As of the 2010 Census, the population was 11,953, which was a decrease of 2% from 2000. The City's population is expected to dip again with a projected population of 11,707 for 2016. This is a projected 2% decline from 2010 and a 4% decrease from 2000.

The City of Beachwood is aging, with 30% of our population at ages 65 years and older. This is quite high as compared to Cuyahoga County with just 15% of residents being 65 years and older.

The number of households has declined slightly from 2000 to 2013 with a 3% decrease of 5,074 to 4,932.

While Beachwood's ethnicity is mainly Caucasian (80%), comparisons from 2013 to 2009 show that diversity is increasing with the population of a number of other races growing - including black, Asian, Hispanic, and other cultural backgrounds.

Unemployment in Beachwood is 2.4% in 2015, as compared to 3.0% in 2009.

Historic Buildings:

With the majority of Beachwood's homes and non-residential structures being built in the mid-20th century, Beachwood has just one area that has been designated as an Historic District. The Elizabeth Blossom residential subdivision and athletic building known as "The Hangar" are located in a small neighborhood near the intersection of Cedar and Richmond Roads. The homes and "The Hangar" were constructed during the 1920s and 1930s.

Much of the remainder of Beachwood's homes and non-residential structures were built throughout the 1950s-60s making them at least 50 years old, including the targeted area for the proposed Community Reinvestment Area.

Beachwood Existing Housing Characteristics:

According to the 2010 Census, Beachwood has a total of 5,483 housing units, of which 5,064 (or 93%) are occupied. Of the occupied housing units, 3,271 (57%) are owner occupied. Owner-occupied housing is down 3% from 2000, renter-occupied housing is up to 35% from 33%, and vacant residences increased from 7% to 8%. Beachwood's housing stock consists mainly of two types – single family detached, which comprises 53% of the housing stock, while residential structures consisting of at least ten or more units account for 40%. The majority of Beachwood's housing stock is older, with 31% of residential structures built between 1940 and 1959, and 33% built between 1960 and 1979.

	2000	2010	% of Units 2000	% of Units 2010
Total Dwelling Units	5,458	5,483		
<i>Owner-occupied</i>	3,271	3,152	60%	57%
<i>Renter occupied</i>	1,813	1,912	33%	35%
Vacant Dwelling Structures	374	419	7%	8%
Units in Structure				
<i>Single-family detached</i>	2886		53%	
<i>Single-family attached</i>	348		6%	
<i>Two-family</i>	0		0%	
<i>3-4 Units</i>	17		0%	
<i>5-9 Units</i>	18		0%	
<i>10-19 Units</i>	188		3%	
<i>20+ Units</i>	1995		37%	

Sources: US Census/NEO Cando

Property Values and Investments:

Median residential sale prices throughout the City of Beachwood have increased 12% from an average sale price of \$250,000 in 2007 to \$280,000 in 2017. However, sales on the two streets within our proposed CRA (Beacon and Concord) decreased in average value by 12% from \$181,366 in 2007 to \$158,093 in 2017. The number of building permits pulled on individual properties in this area (86 residences) was seven in 2015, ten in 2016, and ten in 2017. The value of building permits is well below the amount spent in the remainder of the city. For the past three years (2015-2017), the average permit value for this area is \$6,000, while the rest of the city averages more than six times that amount at \$41,000.

The number of commercial building permits pulled in this area (85 structures) in 2015 was ten, seven in 2016, and nine in 2017. The average permit value in the proposed CRA is \$82,000. Throughout the rest of the city, the average permit value is more than four times that amount at \$385,000.

The City of Beachwood inspects commercial properties each year, and residential properties every four years. In 2014 the Concord-Beacon residential area was inspected. There were a total of 197 failed inspections in 2014, and 49 (25%) were located on either Concord or Beacon Drive. From 2015-2017 there were a total of 243 failed commercial property inspections. Of those, 83 (or 34%) were located in the proposed CRA.

Zoning:

There are five different zoning districts within the proposed Community Reinvestment Area:

U1A1 – This district is currently zoned for single-family detached housing and includes parcels on both Concord and Beacon Roads as well as a large space of vacant land adjacent to the residential development.

U3C – Planned Multi-family Residential District is for high density residential uses - Located at the intersection of Chagrin Blvd. and Green Road – this parcel is the only one in the proposed CRA that has seen recent investment with the construction of the Vue apartment complex in 2015.

U5 – Public and institutional – This district is reserved for education, cultural, religious and government uses. The U5 parcel within the proposed CRA houses a water tower that is owned by the City of Cleveland.

U7A – General Office – Multi-story office structures lining almost the entirety of the south side of Chagrin Blvd. between Green and Richmond Roads.

U8 – Storage and Manufacturing – houses mainly one-story warehouse structures

Major Industries:

Beachwood is home to several major corporate and private entity offices such as DDR, Austin Powder, Eaton Corp., and the Jewish Federation of Cleveland. Within the proposed CRA there are two mid-sized companies; Tremco, a supplier of sealant and weatherproofing construction applications, and BASF, a producer of chemicals. Both companies have been present at these sites for decades. Aside from these there are no other major industries in the CRA because the existing commercial structures are obsolete for today's business needs and the needs of the industries that Beachwood strives to attract. The proposed CRA is the future home of a compounding pharmacy, Lee Silsby, which has plans for renovations to an existing building that would benefit from the establishment of this proposed CRA.

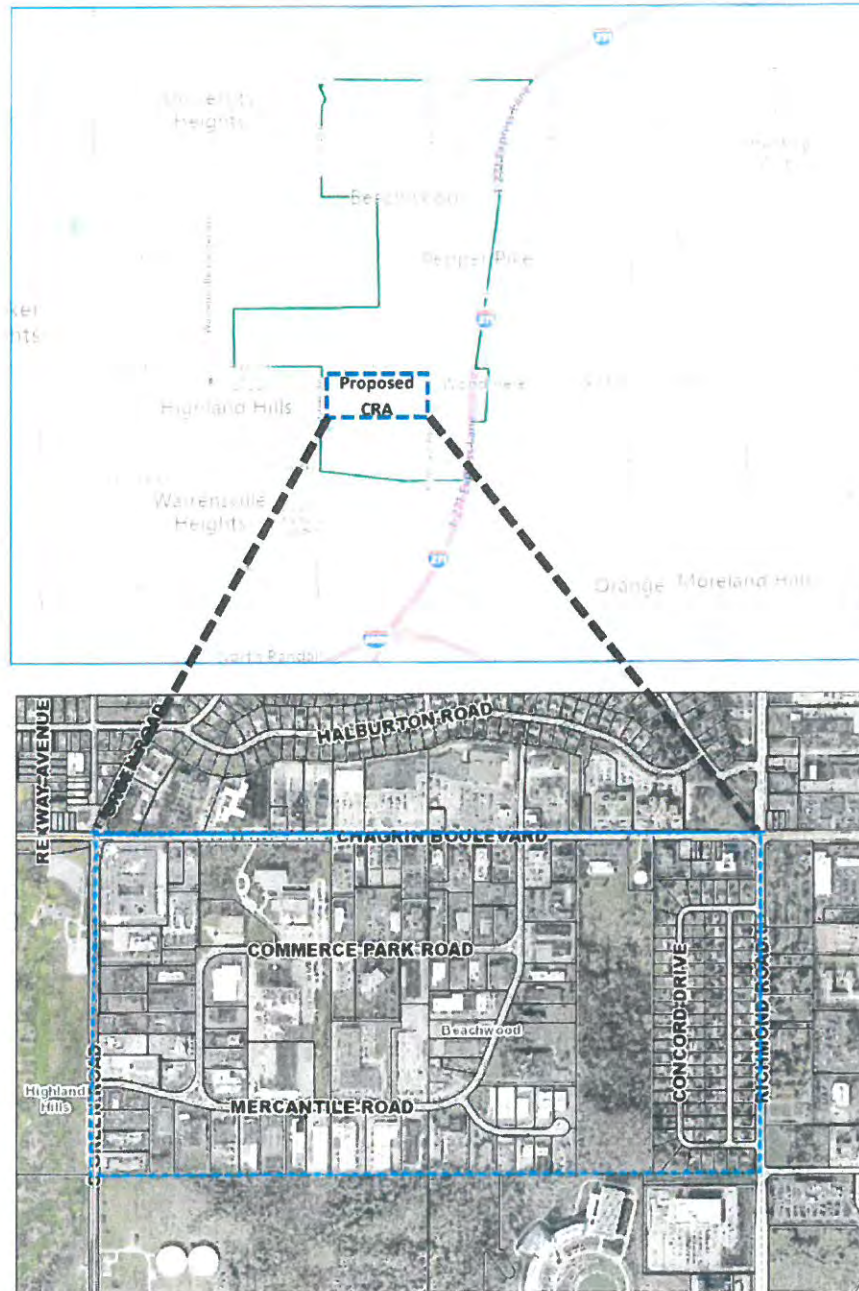
Vacant Land:

There is a minimal amount of vacant land available for development throughout Beachwood, and many of the parcels that are vacant are owned by larger entities like the Cleveland Clinic and the Jewish Community Center. There is one large parcel of land (parcel 742-27-012) in the proposed CRA that is located between the residential section and the commercial section. At the north side of the parcel fronting Chagrin Blvd. is a structure that is home to the First Catholic Slovak Ladies Association. That is the only structure on the parcel and the entire parcel is over 32 acres. As the parcel is zoned residential, if the land were to be sold, it would be an ideal opportunity to diversify the city's housing stock, which was an identified goal in the 2015 Master Plan, or to rezone the area and create a mixed-use development with both residential and commercial uses.

Conclusion:

While development takes place around Commerce Park in the City of Beachwood, development within Commerce Park and the Beacon/Concord residential area has stagnated since its initial conception decades ago. Adding the benefits of an established Community Reinvestment Area to the city's toolkit will allow Beachwood to assist building owners and developers in creating a business climate that works for today's industry needs. It will also allow homeowners in the residential section to make needed investments and increase their property values. Because of the 12% decrease in residential property values over the past decade (as compared to the 12% increase in the rest of the city), the high concentration of failed inspections in both the residential (25%) and commercial (34%) areas and the low average building permit value (\$6,000) as compared to the rest of the city (\$41,000), the City of Beachwood finds that the proposed CRA meets the criteria for a Community Reinvestment Area as defined by the Ohio Revised Code Sections 3735.65-70.

Attachment E-2



Boundary of Proposed CRA

CITY OF Beachwood

MERLE S. GORDEN, MAYOR

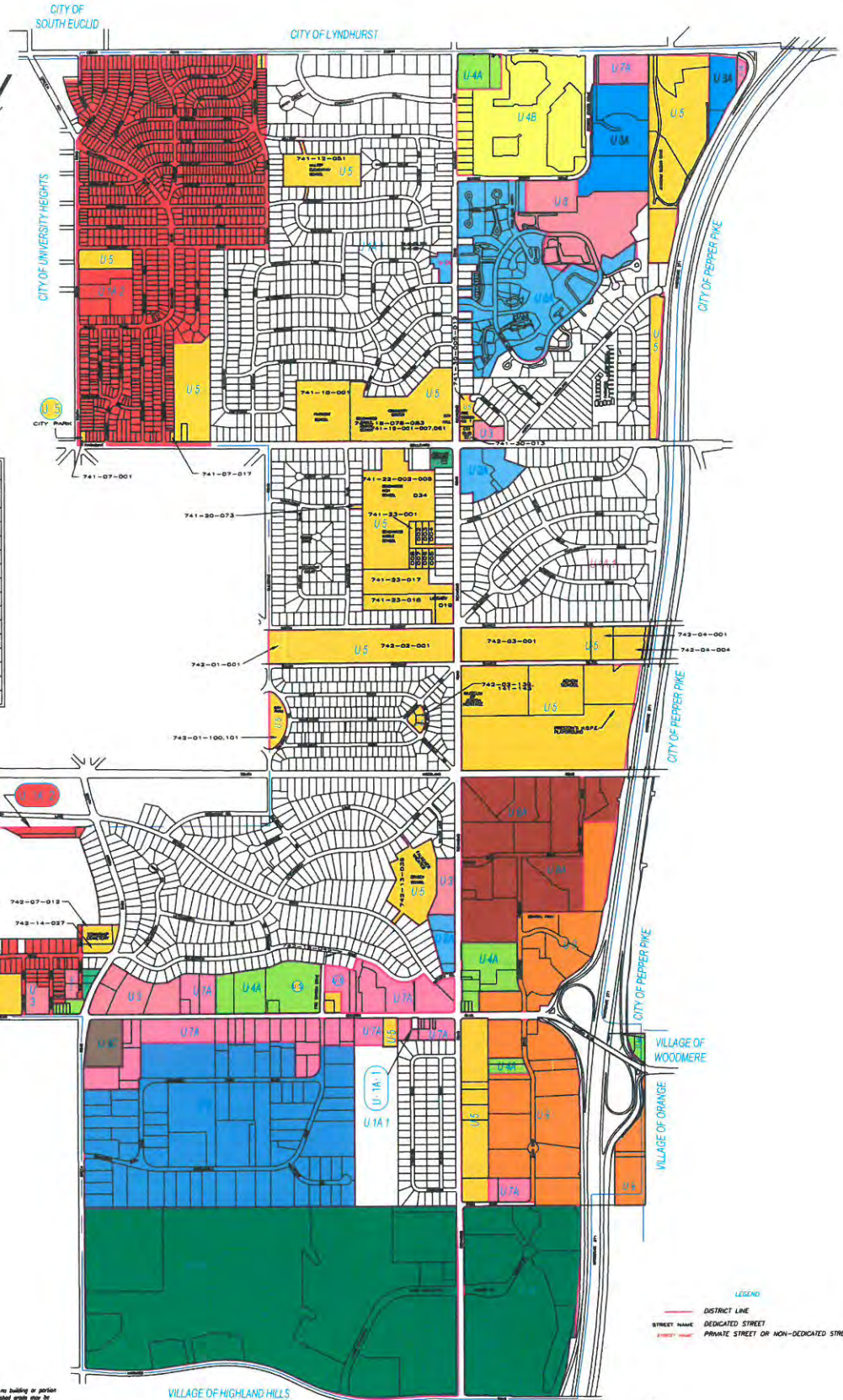
ZONING MAP

SHOWING ALL AMENDMENTS TO AND INCLUDING ORDINANCE
NO. 2002-15, ADOPTED BY THE COUNCIL OF THE CITY OF
BEACHWOOD, OHIO

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF
BEACHWOOD, OHIO
MAP UPDATE: OCTOBER 28, 2004.

MAP REVISED AUGUST 2015

CLASS USE / AREA	DISTRICT	MINIMUM LOT AREA SQ. FT.	STREET FRONTAGE FEET	MINIMUM BUILDING AREA SQ. FT.	PARKING
U1A.1	SINGLE FAMILY	10,000	35	35	
U1A.2	SINGLE FAMILY	10,000	35	35	
U2A	MULTIPLE FAMILY	10,000	35	35	2 SPACES
U3A	ATTACHED SINGLE FAMILY	10,000	35	35	2 SPACES
U3B	ATTACHED HOUSE	10,000	35	35	2 SPACES
U3C	HOUSING DEVELOPMENT	10,000	35	35	2 SPACES
U4A	OTHER RESIDENTIAL USES OTHER THAN SINGLE FAMILY	10,000	35	35	2 SPACES
U4B	HOUSING DEVELOPMENT	10,000	35	35	2 SPACES
U5	PUBLIC AND INSTITUTIONAL	10,000	35	35	2 SPACES
U6	GENERAL OFFICE (SPECIAL OFFICES REFER TO DISTRICTS)	10,000	35	35	2 SPACES
U7A	SPECIAL USES AND INSTITUTIONS	10,000	35	35	2 SPACES
U7B	OFFICE BUILDING AND RESEARCH	10,000	35	35	2 SPACES
U8	RETAIL SERVICE	10,000	35	35	2 SPACES
U9	RETAIL SERVICE DEVELOPMENT DISTRICT	10,000	35	35	2 SPACES
U10	RETAIL SERVICE DEVELOPMENT DISTRICT	10,000	35	35	2 SPACES

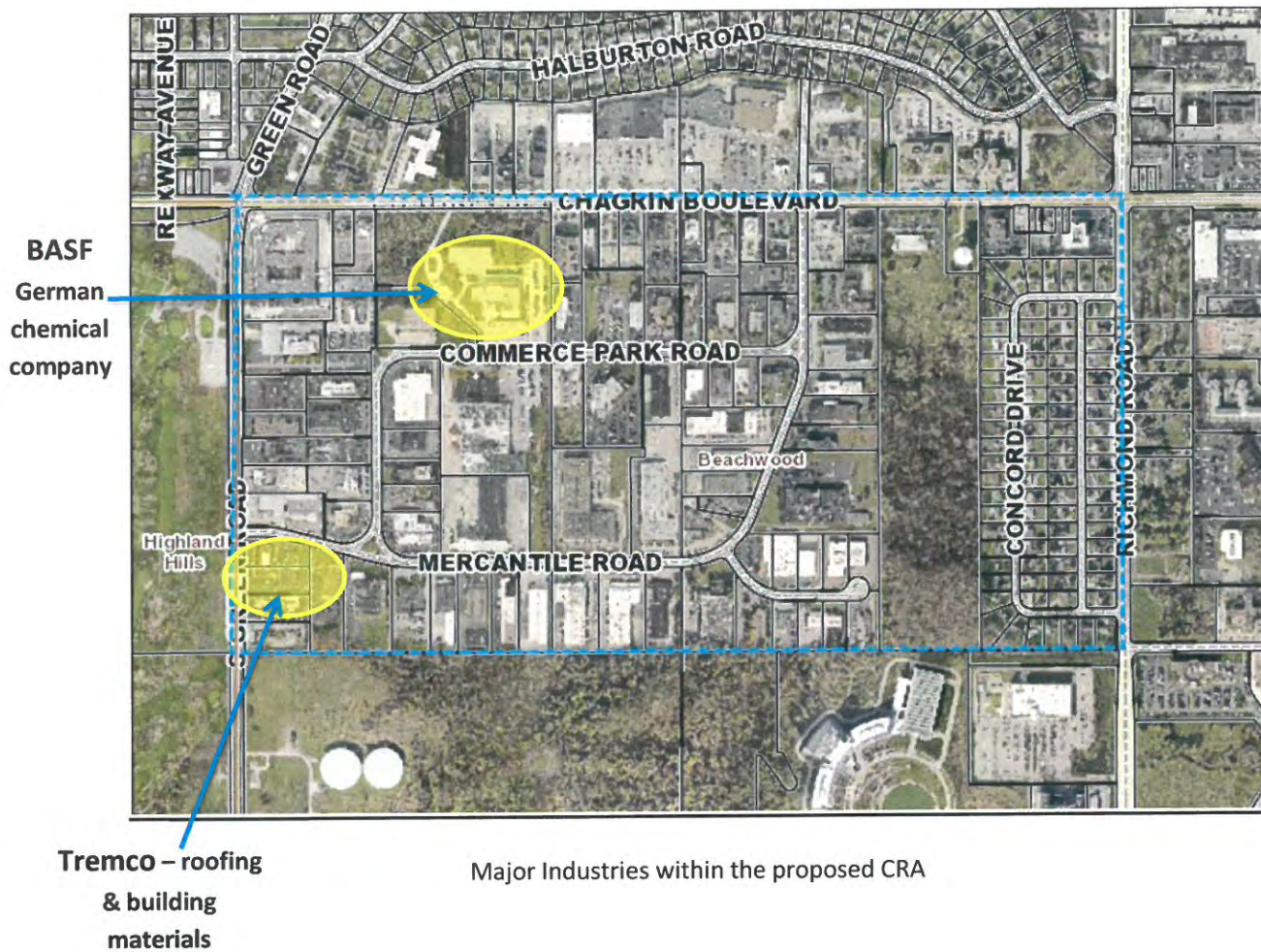


U1A.1 1113.04 LOCATION OF BUILDING LINE.
On a street building is a Class U-1 District the location of the building line shall be as follows:
(a) On a street building other than the side line of a corner lot, the distance of the building line back from the street right-of-way line shall be twenty percent (20%) of the average depth of the lot or thirty-five (35) feet, whichever is greater.
(b) In a Class U-1 District along the side line of a corner lot, the distance of the building back from the street right-of-way line shall be twenty percent (20%) of the average depth of such lot or thirty-five (35) feet, whichever is greater.

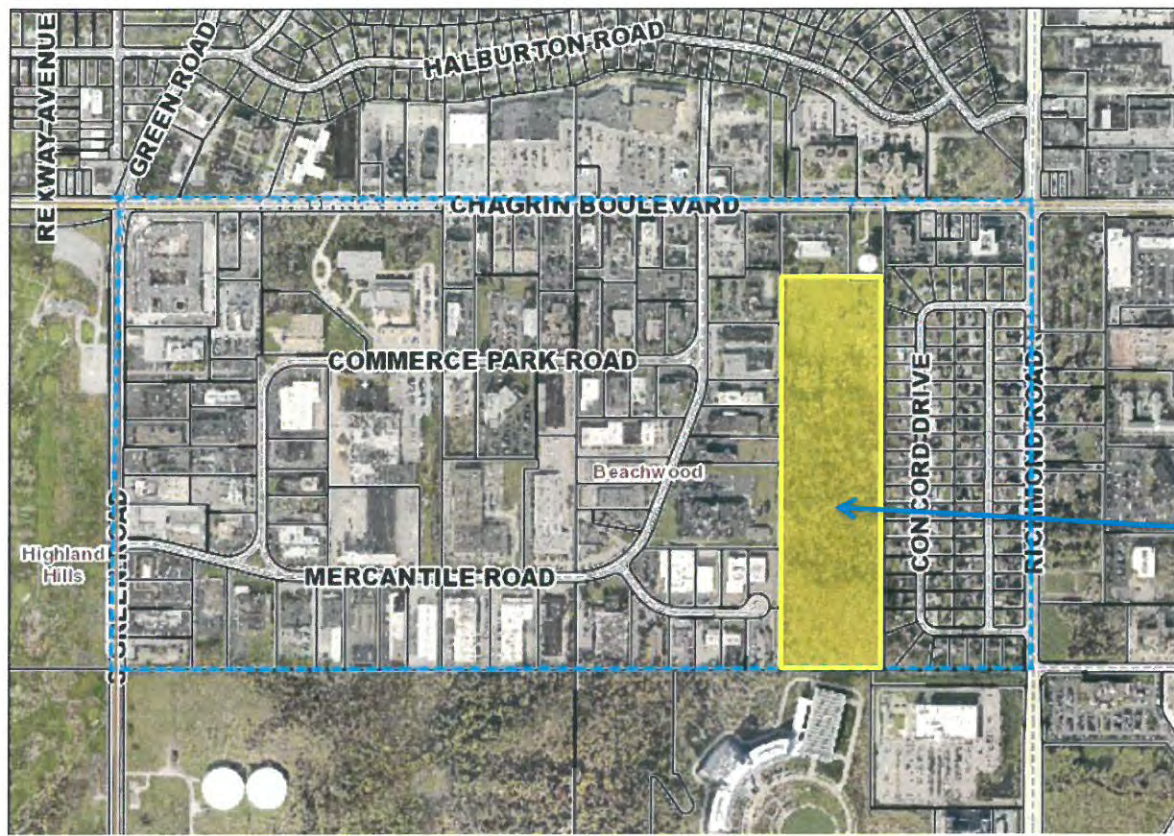
U1A.2 1113.04 FRONT YARD BUILDING LINE.
Between the building line and the street no building or portion of a building extending above the established grade may be erected. On a corner lot between the building line and the street line, and within the triangular space included between the street line, for a distance of twenty-five feet from their point of intersection, no fence or other structure more than three feet in height above the plane of the established grade shall hereafter be erected, nor do shades or foliage shall be maintained that, in the judgment of the Building Commission, will materially obstruct the view of a driver of a vehicle approaching the intersection and other nearby-line lot of the center of such intersection, or approaching cross traffic, which is within twenty-five feet of the center of such intersection.

Permitted uses in this U-10 District shall include the following, with the exception that lots in this chapter or interpreted by ordinance:
(1) Class P-1 (One-Unit House).
(2) Class P-2 (Two-Unit House).
(3) Class P-3 (Three-Unit House).
(4) Class P-4 (Four-Unit House).
(5) Class P-5 (Five-Unit House).
(6) Class P-6 (Six-Unit House).
(7) Class P-7 (Seven-Unit House).
(8) Class P-8 (Eight-Unit House).
(9) Class P-9 (Nine-Unit House).
(10) Class P-10 (Ten-Unit House).
(11) Class P-11 (Eleven-Unit House).
(12) Class P-12 (Twelve-Unit House).
(13) Class P-13 (Thirteen-Unit House).
(14) Class P-14 (Fourteen-Unit House).
(15) Class P-15 (Fifteen-Unit House).
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(458) Class P-458 (Thirty-Five Hundred-Eight-Unit

Attachment E-4



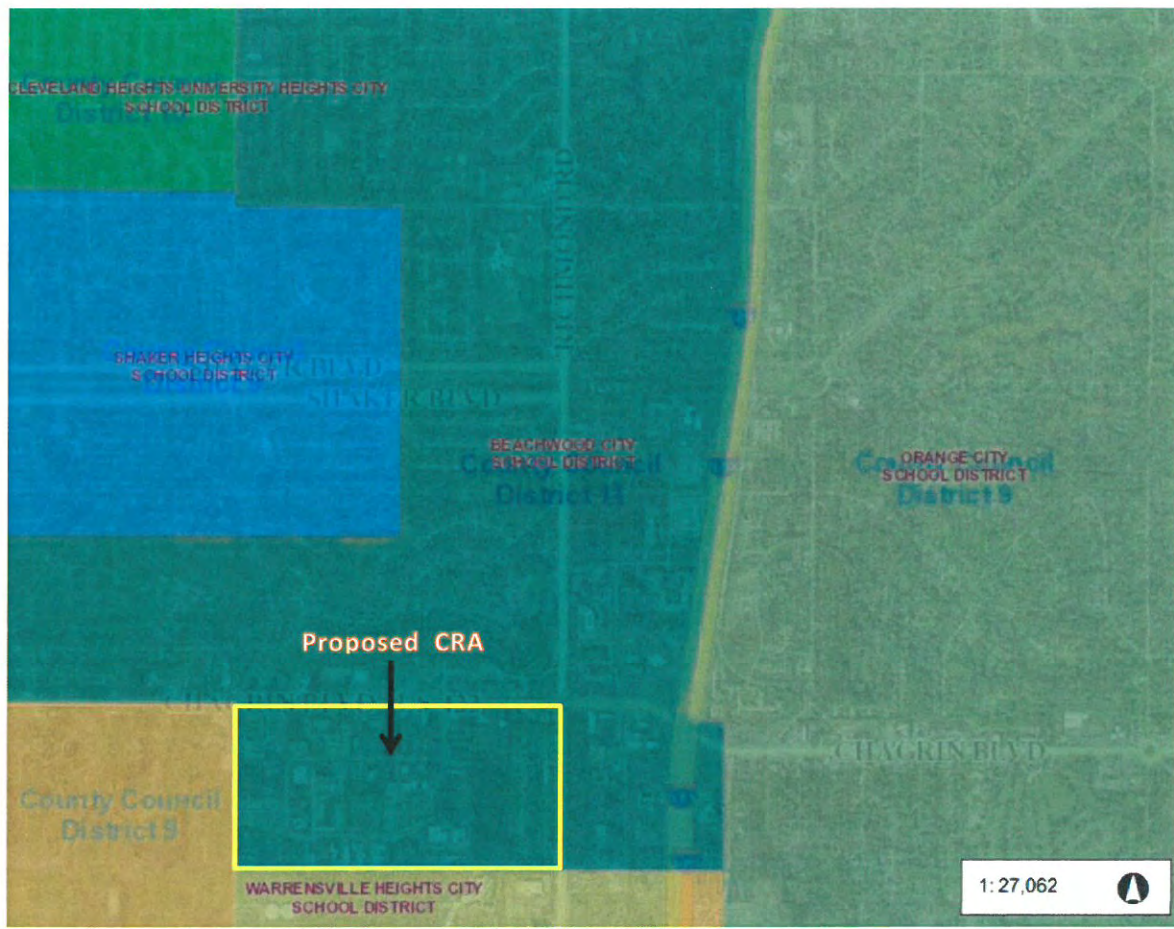
Attachment E-5



Approx 30
acres
owned by
the First
Ladies
Slovak
Assoc.

Vacant Land within the proposed CRA

Attachment E-6



School District Boundary Map

Attachment F

The proposed Community Reinvestment Area for the City of Beachwood is bounded by Chagrin Boulevard at the north, Richmond Road at the east, South Green Road at the west, and to the south – parcels located on the south side of Mercantile and Highpoint Roads, parcel 74226054, and parcels at the southern end of Concord Drive.

Attachment G

Beachwood City School District is the only school district present within the proposed CRA, as depicted in Attachment E-6.

Attachment H-1 (Evidence of School Board notification)

Unless an agreement were to be reached that would exceed a 50%, 10-year exemption, no notification is necessary at this time.

Attachment H-2 (School board for income tax sharing)

No procedure has been implemented or is planned to be implemented.

Attachment H-3 (outline of involvement with School Board)

Unless an agreement were to be reached that would exceed a 50%, 10-year exemption, the involvement of the Beachwood City School district is not necessary at this time.

Contact Information (Attachment I)

a) County Auditor:

Lisa Rocco, Director of Operations
Cuyahoga County
2079 East 9th Street
Cleveland, OH 44115
216-443-5730

b) Township Clerk:

Whitney Crook, Clerk of Council
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122
216-595-5493

c) County Commissioner:

Armond Budish, County Executive
Cuyahoga County
2079 East 9th Street
Cleveland, OH 44115
216-443-7178

d) City of Beachwood Mayor:

Mayor Martin Horwitz
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122
216-292-1901

e) Beachwood City Schools Superintendent

Robert Hardis
Beachwood City Schools
24601 Fairmount Boulevard
Beachwood, OH 44122
216-464-2600

f) State Representative

Kent Smith, Representative District 8
77 South High St.
Columbus, OH 43215
614-466-5441

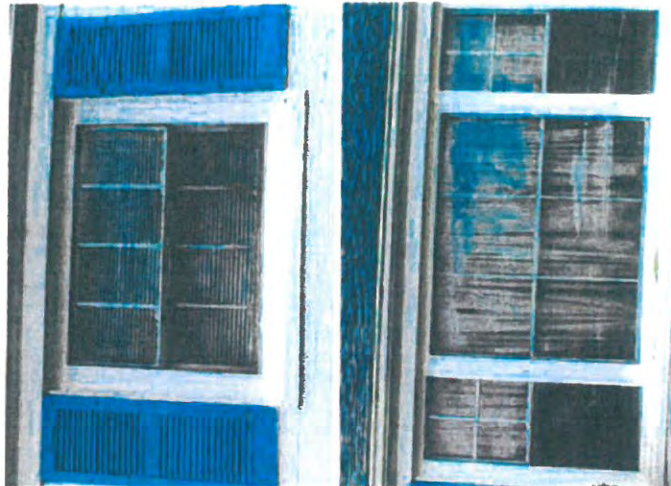
Contact Information (Attachment I continued)

g) State Senator

Kenny Yuko, District 25
1 Capitol Square, 3rd Floor
Columbus, OH 43215
614-466-4583











12/07/2016





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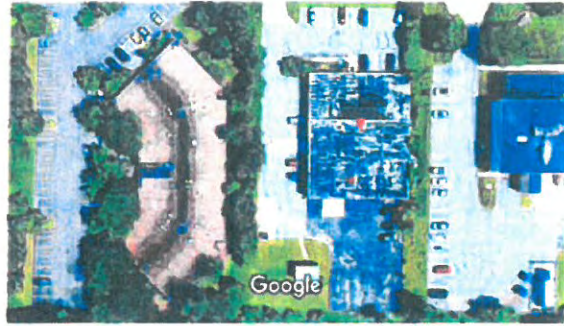
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Google Maps



Imagery ©2017 Google, Map data ©2017 Google 20 ft





EXHIBIT B TO COMPENSATION AGREEMENT

ORDINANCE 2020-113

FAX COVER SHEET**To: "****From:** DLA ADMIN**Company:****Date:** 09/17/20 05:08:50 PM**Fax Number:** 12162921984**Pages (Including cover):** 4**Re:** 79543340005 City Council**Notes:**

The information transmitted is intended solely for the individual or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of or taking action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you have received this email in error please contact the sender and delete the material from any computer.



Please complete and email to:

liquorlicensingmailunit@com.state.oh.us

or fax to: 614-644-3166

Thank you,

Ohio

Department
of Commerce

Division of Liquor Control

Jesse H. Jacob

Accountant / Examiner II

Ohio Department of Commerce

Division of Liquor Control

6606 Tussing Road, Reynoldsburg, OH 43068

Phone: 614-644-3155

Fax: 614-644-3166

www.com.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL

6806 TUSSING ROAD, P.O. BOX 4005

REYNOLDSBURG, OHIO 43088-9005

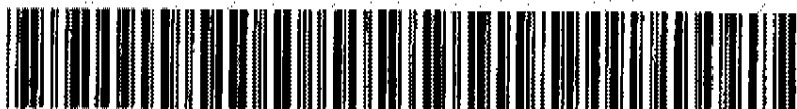
(614)644-2360 FAX(614)644-3188

TO

79543340005		NEW	SEE INVESTMENTS LLC DBA SWERVE GRILLE 27040 CEDAR RD BEACHWOOD OH 44122
PERMIT NUMBER		TYPE	
09 08 2020		ISSUE DATE	
D1 D2 D3 D3A D6		PERMIT CLASSES	
18	022 C	C71522	
TAX DISTRICT		RECEIPT NO.	

FROM 09/10/2020

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT	RECEIPT NO.	



MAILED 09/10/2020

RESPONSES MUST BE POSTMARKED NO LATER THAN 10/13/2020

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL

WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

C NEW 7954334-0005

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal (

Batch #: 690,306

Article #: 92147969009997901791096142

Date/Time: 9/10/2020 3:46:18 PM

Code:

Code2:

Internal File #:

Internal Code:

CLERK OF BEACHWOOD CITY COUNCIL
2700 RICHMOND ROAD
BEACHWOOD OHIO 44122

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. For best results, search only **ONE** criteria at a time. If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA

Permit Number

79543340005

Permit Name / DBA

Member / Officer Name

[Search](#)[Reset](#)[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 79543340005; Name: SEE INVESTMENTS LLC; DBA: DBA SWERVE GRILLE; Address: 27040 CEDAR RD BEACHWOOD 44122		
SHELTON GOODSON	MANAGE MEM	

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)