

Beachwood City Council
MEETING AGENDA
MONDAY, JUNE 18, 2018 7:00 PM
at Beachwood City Hall, Council Chambers, 25325 Fairmount Boulevard, Beachwood

- Pledge of Allegiance to the Flag of the United States of America –

1. Roll Call.
2. Reports: (a) Mayor
(b) Council Members (Non-Agenda Items)
(c) Department Directors
3. Citizen's Remarks (City Council limits Citizen's Remarks to three (3) minutes each)

Approval of the Minutes of the Legal and Personnel Committee Meeting held on May 21, 2018
Approval of the Minutes of the Committee of the Whole Meeting held on June 4, 2018
Approval of the Minutes of the Regular Council Meeting held on June 4, 2018
4. Economic Development Committee Ordinance No. 2018-114 An Ordinance authorizing the Mayor to enter into a Community Reinvestment Area Agreement with Israel Realty Two, LLC, Gipsco Investment Corp. dba Lee Silsby Compounding Pharmacy and Our Kids ASD, LLC for the renovation of an existing facility located at 23865 Mercantile Road; and declaring this to be an urgent measure
5. Finance and Insurance Committee Ordinance No. 2018-110 An Ordinance authorizing and directing the payment of certain claims (Bills) for Professional and other services; and declaring this to be an urgent measure
6. Finance and Insurance Committee Ordinance No. 2018-111 An Ordinance adopting the 2018 Alternative Tax Budget of the City of Beachwood, Ohio for the fiscal year 2019; and declaring this to be an urgent measure
7. Finance and Insurance Committee Ordinance No. 2018-112 An Ordinance authorizing the Mayor to renew the Contract with Automatic Data Processing (ADP) for Payroll Processing Services, further waiving competitive bidding; and declaring this to be an urgent measure
8. Public Works Committee Ordinance No. 2018-113 An Ordinance accepting a certain bid from Cargill, Inc. – Salt, Road Safety through the Joint Municipal Improvement Consortium as supplier of Untreated and Treated Rock Salt for snow and ice removal for a period of one year from November 1, 2018 to October 31, 2019; and declaring this to be an urgent measure

*****PENDING*****

1. Planning and Zoning Committee Ordinance No. 2018-94 An Ordinance amending various sections of the City of Beachwood, Ohio Planning and Zoning Code and the City of Beachwood, Ohio Building Code to include the addition of Chapters 1108 and 1144, and the removal of Chapters 1115, 1149, 1301, 1315, 1319, 1321, 1323, 1325, 1331, and 1333 **Placed on First Reading and referred to P&Z: May 7, 2018**

INTRODUCED BY:

ORDINANCE NO. 2018-114

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH ISRAEL REALTY TWO, LLC, GIPSCO INVESTMENT CORP. DBA LEE SILSBY COMPOUNDING PHARMACY AND OUR KIDS ASD, LLC FOR THE RENOVATION OF AN EXISTING FACILITY LOCATED AT 23865 MERCANTILE ROAD; AND DECLARING THIS TO BE AN URGENT MEASURE

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, Israel Realty Two, LLC desires to renovate the existing facility located at 23865 Mercantile Road, Beachwood, Ohio in order to relocate the Lee Silsby Compounding Pharmacy operations and the Our Kids ASD, LLC retail supplement business which will initially employ twenty seven (27) full-time permanent employees, six (6) part-time permanent employees, and five (5) full-time temporary employees having an existing payroll of Two Million Two Hundred And One Thousand Dollars (\$2,201,000.00) (the "Project"); and

WHEREAS, Israel Realty Two, LLC intends to invest approximately Two Million Dollars (\$2,000,000.00) for improvements to the existing facility, One Hundred and Fifty Thousand Dollars (\$150,000.00) in new machinery, equipment, furniture and fixtures, plus additional investment in bringing new and existing inventory to the facility for a total anticipated Project investment of Three Million Five Hundred and Fifty Thousand Dollars (\$3,550,000.00); and

WHEREAS, Council, by Ordinance 2018-36, adopted April 2, 2018, designated an area as a "Community Reinvestment Area" pursuant Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective May 23, 2018, the Director of Development Services Agency, determined that the area designated in Ordinance 2018-36 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed the area as a Community Reinvestment Area in compliance with Chapter 3735; and

WHEREAS, 23865 Mercantile Road, Beachwood, Ohio is located in the City's Community Reinvestment Area; and

WHEREAS, the City, having the appropriate authority for this type of Project, desires to provide the Lee Silsby Compounding Pharmacy, Our Kids ASD, LLC, Israel Realty Two, LLC with the incentives available for the development of the Project in the Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code and enter into an agreement setting forth the terms thereof.

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

Section 1: Beachwood City Council authorizes the Mayor to enter into a Community Reinvestment Area Agreement with Israel Realty Two, LLC, GIPSCO Investment Corp., d.b.a. Lee Silsby Compounding Pharmacy and Our Kids ASD, LLC, in a form substantially similar to that attached hereto and incorporated herein as Exhibit "A" and further requests the Mayor to ensure that the City complies with all necessary conditions for the implementation of the Agreement for the renovation of the facility located at 23865 Mercantile Road, Beachwood, Ohio within the City's Community Reinvestment Area.

Section 2: The Clerk is hereby instructed to forward a copy of this Ordinance and the final Agreement to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of Council's approval.

Section 3: 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 4: This Ordinance is hereby declared an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that the Project may proceed as soon as possible.

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 18th day of June, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of June, 2018.

Clerk

Approval:

I have approved this legislation this 19th day of June, 2018, and filed it with the Clerk.

Mayor

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement ("Agreement") is made and entered into as of this ___ day of ____, 2018 by and between the:

City of Beachwood, Ohio, an Ohio municipal corporation, with its main offices located at 25325 Fairmount Boulevard, Beachwood, OH 44122 ("City"); and

GIPSCO Investment Corp. d.b.a. Lee Silsby Compounding Pharmacy, an Ohio company, with its main offices currently located at 3216 Silsby, Cleveland Heights, OH 44118 ("Lee Silsby"); and

Our Kids ASD, LLC, an Ohio limited liability company, with its main offices currently located at 3216 Silsby, Cleveland Heights, OH 44118 ("ASD"); and

Israel Realty Two, LLC, an Ohio limited liability company, with its main offices located at 29126 Bolingbrook Road, Pepper Pike, Ohio 44124 ("Realty Two").

WITNESSETH;

WHEREAS, the City has encouraged the development of real property located in the area designated as a Community Reinvestment Area ("CRA"); and

WHEREAS, Realty Two desires to renovate the existing facility located at 23865 Mercantile Road, Beachwood, Ohio in order to relocate the Lee Silsby compounding pharmacy operations and the ASD retail supplement business which will initially employ twenty seven (27) full-time permanent employees, six (6) part-time permanent employees, and five (5) full-time temporary employees (the "Project"); and

WHEREAS, the City Council, by Ordinance 2018-36 adopted April 2, 2018, designated the area as a "Community Reinvestment Area" pursuant Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective May 23, 2018, the Director of Development Services Agency, determined that the area designated in Ordinance 2018-36 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed the area as a Community Reinvestment Area in compliance with Chapter 3735; and

WHEREAS, the City, having the appropriate authority for this type of Project, desires to provide Lee Silsby, ASD, and Realty Two with the incentives available for the development of the Project in the Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, Realty Two has submitted a Community Reinvestment Area Application ("Application") to the City, a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Realty Two has remitted the required state application fee of \$750.00 made payable to the Ohio Development Services Agency with the Application to be forwarded with a copy of the final Agreement; and

WHEREAS, the authorized representatives of the City have investigated Realty Two's Application and have recommended the same to the City Council on the basis that Realty Two, ASD, and Lee Silsby are qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the City; and

WHEREAS, the Project as proposed by Realty Two is located in the Beachwood City School District; and

WHEREAS, the School District has been notified; and

WHEREAS, pursuant to Ohio Revised Code Section 3735.67(A) and in conformance with the format required under Ohio Revised Code Section 3735.671(B), the parties desire to set forth their agreement.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement and the benefit to be derived by the parties from the execution of this Agreement, the parties agree as follows:

1. Realty Two shall renovate an existing building located at 23865 Mercantile Road in the City of Beachwood, County of Cuyahoga and the State of Ohio, the property is also known as permanent parcel number 742-24-003, and is more fully identified in Exhibit "B" a copy of which is attached hereto and incorporated herein, ("Property").

The Project will involve an estimated total real property investment of Three Million Five Hundred and Fifty Thousand Dollars (\$3,550,000.00) at the Property for purchase and renovation of the existing facility. The renovated facility will be utilized for compounding of pharmaceuticals; warehousing; receiving of material; shipment of goods to customers; and limited retail. The proposal will allow Lee Silsby to expand its capacity to meet current and expected increasing customer demand. The Project will commence June 2018 and is expected to be completed by December 2018.

The Project will result in Realty Two investing:

One Million Three Hundred Thousand Dollars (\$1,300,000.00) to purchase the Property;

Two Million Dollars (\$2,000,000.00) for improvements to the existing facility at the Project;

Seventy Five Thousand Dollars (\$75,000.00) for new machinery and equipment to be first used in operation at the Project;

Twenty Five Thousand Dollars (\$25,000.00) for new furniture and fixtures at the Project;

Twenty Five Thousand Dollars (\$25,000.00) for new inventory at the Project;

Fifty Thousand Dollars (\$50,000.00) for relocated furniture and fixtures and machinery and equipment previously used at another location in the State prior to this Agreement; and

Seventy Five Thousand Dollars (\$75,000.00) for relocated inventory transferred from another location in the State prior to this Agreement.

Real and Personal Property Investments by Realty Two will provide for a total Project investment of Three Million Five Hundred and Fifty Thousand Dollars (\$3,550,000.00) plus or minus ten percent (10%). The Project will begin in June of 2018, and all acquisition, renovation/construction, and installation is expected to be completed by December 31, 2018.

In addition, Realty Two further estimates that the Project will result in the relocation of Twenty Seven (27) Full-Time Permanent employees and Six (6) Part-Time Permanent employees with a payroll of One Million Nine Hundred and Four Thousand Dollars (\$1,904,000.00) for the Full-Time Permanent Employees and Two Hundred and Ninety Seven Thousand Dollars (\$297,000.00) for the Part-Time Permanent Employees. The Total Payroll to be relocated to this Project within the City of Beachwood for transferred Full-Time and Part-Time Permanent employees will be Two Million Two Hundred and One Thousand Dollars (\$2,201,000.00).

2. Lee Silsby shall create¹, within a time period not exceeding Thirty-Six (36) months after the completion of construction deadline of December 31, 2018, the equivalent of:

70	new Full-Time Permanent employees;
6	new Part-Time Permanent employees;
5	new Full-Time Temporary employees; and
0	new Part-Time Temporary employees.

Thus, by December 31, 2021, Lee Silsby will employ Seventy (70) Full-Time Permanent employees.

¹ The employees who are relocating from the Cleveland Heights location are included in the numbers below.

This increase in the number of employees will result in approximately Four Million Dollars (\$4,000,000.00) of annual payroll for Lee Silsby.

The following is an itemization of payroll by the type of new employees created:

\$3,344,000.00	Full-Time Permanent;
\$297,000.00	Part-Time Permanent;
\$272,000.00	Full-Time Temporary; and
\$0	Part-Time Temporary.

The job creation period begins December 31, 2018 and all employees will be in place by December 31, 2021.

Lee Silsby currently has zero (0) employees at the Project.

In total, as of May 1, 2018, Lee Silsby has in the State of Ohio:

27	existing Full-Time Permanent employees;
6	existing Part-Time Permanent employees;
5	existing Full-Time Temporary employees; and
0	existing Part-Time Temporary employees.

For a total of Thirty-Eight (38) existing employees.

3. Realty Two, Lee Silsby, and ASD shall provide to the City's CRA Housing Officer/Tax Incentive Review Council any information reasonably required by the Officer/Council for use by the Tax Incentive Review Council and the City to evaluate each of such party's compliance with the Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02, if requested by the CRA Housing Officer or Tax Incentive Review Council.
4. The City grants Realty Two a tax exemption for real property improvements made to the Project Site pursuant to Section 3735.67 of the Ohio Revised Code and shall be in the following amounts:

Exemption Year	Tax Year	Collection Year	Percent
1	2018	2019	50%
2	2019	2020	50%
3	2020	2021	50%
4	2021	2022	50%
5	2022	2023	50%
6	2023	2024	50%
7	2024	2025	50%
8	2025	2026	50%

9	2026	2027	50%
10	2027	2028	50%

The percentage of the assessed value of the real property improvements shall be exempted for Ten (10) years at fifty percent (50%).

The exemption commences the first year the real property would first be taxable were that Property not exempted from taxation. Tax exemption shall commence when one hundred percent (100%) of the real property valuation from the Project is placed on the Cuyahoga County tax rolls (estimated date of January 1, 2019) and no tax exemption shall extend beyond the tax year ending December 31, 2027 ("Exemption Period"). This Agreement shall be effective as of its date and will continue in full force and effect for the Exemption Period as set forth herein.

Realty Two must file the appropriate tax forms with the County Auditor (DTE 24) and with the State Department of Taxation (Ohio Tax Form #913) to effect and maintain the exemption covered in the Agreement. The #913 Ohio Tax Form **must** be filed annually.

5. During the Exemption Period, the City agrees to compensate the Beachwood City School District those amounts the Beachwood City School District would have received but for the granting of this exemption in accordance with Ohio Revised Code 5709.82(D) ("Revenue Sharing Payment") or as otherwise agreed to between the City and the Beachwood City School District.

Unless otherwise agreed to between the City and the Beachwood City School District, the City shall deliver the Revenue Sharing Payment, to the School District on an annual calendar year basis, commencing on or before May 31st of the first year following the first exemption year and continuing on the same schedule each year thereafter through and including May 31st of the first year following the final exemption year. The Revenue Sharing Payments provided for in accordance with Ohio Revised Code 5709.82(D) shall be tendered by the City on or before May 31st of each year following the first exemption year, directly to the School District, in all events once receipt of the tax incentive under this Agreement has commenced. The obligation to make the Revenue Sharing Payments to the School District is made for the benefit of the School District.

6. During the Exemption Period, Realty Two shall pay an annual fee equal to the greater of One percent (1%) of the dollar value of incentives offered under the Agreement or Five Hundred Dollars (\$500.00), provided, however, that if the value of the incentives exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00), the fee shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00). The City shall be required to invoice Realty Two at least thirty (30) days prior to the deadline set forth below.

The annual fee shall be made payable to the City of Beachwood by March 31st of each year this Agreement is in effect and such payment shall be made by company check delivered to the office of the City of Beachwood Economic Development Department. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Ohio Revised Code Section 3735.671(D) and by the Tax Incentive Review Council created under Ohio Revised Code Section 5709.85, exclusively for the purposes of performing the duties prescribed under that section.

7. Realty Two shall pay such real property taxes as are not exempted under this Agreement and charged against such Property and shall file all tax reports and returns as required by law. If Realty Two fails to pay such taxes or file such returns and reports, all exemptions from taxation granted under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
8. The City shall perform all such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the exemption from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemption.
9. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the area, or the City revokes the designation of the area, the exemption and entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Realty Two materially fails to fulfill their obligations under this Agreement and the City terminates or modifies the exemption from taxation granted under this Agreement.
10. If Realty Two, Lee Silsby, and ASD materially fail to fulfill their obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement and may require upon demand the repayment of the amount of taxes for real property that would have been owed if the Property had not been exempted from taxation under this Agreement.

A material failure includes, but is not limited to, Realty Two's failure to meet any of the requirements set forth in Item one (1), Item two (2), and/or Item three (3) of this Agreement during any one (1) tax year.

Realty Two, Lee Silsby, or ASD shall have the right to terminate this Agreement upon notice if they are unable to meet the requirements set forth in Item one (1) and/or Item two (2) of this Agreement, and Realty Two shall be

required to repay the total amount of abated taxes as of the date of such termination.

11. Realty Two, Lee Silsby, and ASD each certify, that at the time this Agreement is executed, neither Realty Two, Lee Silsby, nor ASD, as applicable, owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and do not owe delinquent taxes for which such party is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, such party is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against it. For the purpose of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
12. Realty Two, Lee Silsby, and ASD, each affirmatively covenant that it does not owe: (1) any delinquent taxes to the Federal government, the State of Ohio or a political subdivision of the State; (2) any moneys to the Federal Government, State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the Federal Government, the State, a state agency, or a political subdivision of the State that are past due whether the amounts owed are being contested in a court of law or not.
13. Realty Two, Lee Silsby, and ASD and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition of this Agreement taking effect. This Agreement takes effect upon such approval and subsequent execution of this Agreement by the Mayor of the City.
14. The City encourages recipients of Community Reinvestment Area tax benefits to use non-discriminatory hiring practices in their operations. By executing this Agreement, Realty Two, Lee Silsby, and ASD commit to follow non-discriminatory hiring practices and each acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
15. All exemptions from taxation granted under this Agreement shall be revoked if it is determined that Realty Two, Lee Silsby, and ASD, any successor party to Realty Two, Lee Silsby, and ASD, or any related member (as those terms are defined in division (E) Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

16. Realty Two, Lee Silsby, and ASD affirmatively covenant that they have made no false statement to the State or local political subdivisions in the process of gaining approval of the Community Reinvestment Area incentives. If any representative of either Realty Two, Lee Silsby, and ASD has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, such misrepresenting party shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency, or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by a fine of not more than One Thousand Dollars (\$1,000.00) and/or a term of imprisonment of not more than six (6) months.
17. By the entering into and the execution of this Agreement, Realty Two, Lee Silsby, and ASD acknowledge that the City in no way waives or implies the approval of a site plan for the Project or requires the City to render an approval of any site plan submitted for the Project. Realty Two, Lee Silsby, and ASD agree to follow the usual and customary process of site plan approval.
18. Neither Realty Two, Lee Silsby, nor ASD for themselves, their successors and assigns and every successor in interest to the Property or any part thereof, during the Exemption Period, shall seek a reduction in the County Fiscal Officer's appraised value of the Property.
19. This Agreement will not be amended, supplemented, or modified except by an instrument in writing, signed by the City, Realty Two, Lee Silsby and ASD.
20. This 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 Agreement.
21. This 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 Agreement may sign this Agreement by signing any counterpart. Additionally, the parties agree that for purposes of facilitating the signing of this Agreement, (a) the signature pages taken from the separate individually executed counterparts of this Agreement may be combined to form multiple fully signed counterparts and (b) a facsimile transmission or .pdf file transmitted via electronic mail will be deemed to be an original signature for all purposes. All executed counterparts of this 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.

22. All notices, communications, requests and demands between the parties required or permitted to be given under this Agreement to be effective must be in writing (including without limitation by facsimile transmission or 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 facsimile transmission or electronic mail, when received and telephonically or electronically confirmed, addressed as follows, or to any address as may be notified in writing by the parties:

If to City of Beachwood:

Attention: Keri Zipay, Business Retention Specialist

City of Beachwood
Economic Development Department
25325 Fairmount Boulevard
Beachwood, Ohio 44122
E-Mail: Keri.Zipay@Beachwood.Ohio.com
Phone: (216) 292-1915

If to Israel Realty Two, LLC:

Attention: Rachael Israel
29126 Bolingbrook Road
Pepper Pike, Ohio 44124
E-Mail: rachael@leesilsby.com
Phone: (216) 401-3567

If to GIPSCO Investment Corp.:

Same as above.

If to Our Kids ASD, LLC:

Same as above.

23. This Agreement will be binding upon and inure to the benefit of the City, Realty Two, Lee Silsby, and ASD, their respective successors and assigns. Neither Realty Two, Lee Silsby nor ASD may assign this Agreement or any of its rights or obligations in whole or in part to any person without the prior written consent of the City, which consent must not be unreasonably withheld. This Agreement is not transferable or assignable without the express, written approval of the City.
24. This Agreement and the rights and obligations of the parties under this 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.
25. Any provision of this 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.

26. Any headings and/or table of contents contained in this Agreement are for convenience of reference only and will not limit or otherwise affect the meaning.

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

CITY OF BEACHWOOD:

By: _____
Martin S. Horwitz, Mayor

Date: _____, 2018

ISRAEL REALTY TWO, LLC:

By: _____
Rachael Israel, Member

Date: _____, 2018

GIPSCO INVESTMENT CORP.:

By: _____
Rachael Israel, General Counsel

Date: _____, 2018

Our Kids ASD, LLC:

By: _____
Rachael Israel, General Counsel

Date: _____, 2018

The legal form of the within instrument is hereby approved.

By: _____
Diane A. Calta, Director of Law

Date: _____, 2018

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me on _____, 2018, 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 this ____ day of _____, 2018, by Rachael Israel as, Member of Israel Realty Two, LLC, an Ohio limited liability company. She is personally known to me or has produced a driver's license as identification.

[SEAL]

NOTARY PUBLIC
My Commission Expires: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Rachael Israel, the General Counsel of GIPSCO Investment Corp., an Ohio corporation. She is personally known to me or has produced a driver's license as identification.

[SEAL]

NOTARY PUBLIC
My Commission Expires: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Rachael Israel, the General Counsel of Our Kids ASD, LLC, an Ohio corporation. She is personally known to me or has produced a driver's license as identification.

[SEAL]

NOTARY PUBLIC

My Commission Expires: _____

CL2:480480_v1

EXHIBIT A

EXHIBIT B

**CITY OF BEACHWOOD
COMMUNITY REINVESTMENT AREA APPLICATION**

Applicants seeking real property tax incentives through the City of Beachwood Community Reinvestment Area program must submit the following form for consideration. All applicable information as requested in this form must be provided, and the applicant is responsible for the accuracy of the information submitted.

1. **APPLICANT INFORMATION:** Please provide the legal name, address and other contact information of the property owner, (hereinafter "Applicant or Company") for this request.

a. Applicant Name(s): Israel Realty Two, LLC

b. Contact Name(s): Rachael Israel

c. Applicant Mailing Address: 3216 Silsby Road

d. City/State/Zip: Cleveland Heights, Ohio 44118

e. Email address: rachael@leesilsby.com

f. Website address: _____

g. Daytime Phone #: 216-401-3567 Fax: _____

h. Federal Tax ID#: 82-3962737

2. **AFFILIATED COMPANY INFORMATION:** If there is/are another company(ies) (hereinafter "Affiliate(s)") that will benefit from the receipt of this economic development incentive program, please list the appropriate contact information for each company. (An Affiliate is defined as any company in which either the Applicant, or Applicant's principals, has a financial interest.)

a. Affiliate Name(s): Gipsco Investment Corp.

b. Contact Name(s): Rachael Israel

c. Affiliate Relationship to Applicant: compounding pharmacy operating company/tenant

d. Affiliate Mailing Address: 3216 Silsby Road

e. City/State/Zip: Cleveland Heights, Ohio 44118

f. Email address: rachael@leesilsby.com

g. Website address: leesilsby.com

h. Daytime Phone #: 216-401-3567 Fax: _____

i. Federal Tax ID#: 34-1627561

AFFILIATED COMPANY INFORMATION (cont.)

- a. Affiliate Name(s): Our Kids ASD, LLC
- b. Contact Name(s): Rachael Israel
- c. Affiliate Relationship to Applicant: retail supplement company/tenant
- d. Affiliate Mailing Address: 3216 Silsby Road
- e. City/State/Zip: Cleveland Heights, Ohio 44118
- f. Email address: rachael@leesilsby.com
- g. Website address: ourkidsasd.com
- h. Daytime Phone #: 216-401-3567
- i. Federal Tax ID#: 20-8335440

3. **PROJECT LOCATION:** Please specify the street address of the proposed project:
Project Street Address: 23865 Mercantile ("Project Site")
Beachwood, Ohio 44122
4. **TIME IN BUSINESS:** How long has the Company/Affiliate to benefit from the incentive program been in existence? 32 Years _____ Months
5. **INDUSTRIAL CLASSIFICATION:** List primary 6 digit North American Industry Classification System (NAICS) Code of the company to benefit from the incentive program:
446110
- Please list any other significant NAICS Code numbers:
446191, _____, _____
6. **COMPANY AND AFFILIATE OFFICERS/PRINCIPALS:** Please provide the name of all owners, principals and/or primary officers of the Company on the lines below:
- Beverly Israel
 - Alan Israel
 - Adam Israel
 - Rachael Israel
7. **BUSINESS ORGANIZATION:** Please indicate under which type of organization your Company presently operates or the Affiliate operates (check all that apply):
- | | |
|--|---|
| a. ☒ Corporation <u>Gipsco</u> | e. ☐ Franchise |
| b. ☐ Sole Proprietorship | f. ☐ Joint Venture |
| c. ☐ Partnership | g. ☐ Start-Up |
| d. ☒ LLC <u>Israel Realty Two & Our Kids</u> | h. ☐ Other (specify) |
8. **BUSINESS CLASSIFICATION:** Please describe the type of business in which the Applicant, or Affiliate to benefit from the incentive program, is involved (check all that apply):
- | | |
|---|---|
| a. ☐ Construction | e. ☒ Retail |
| b. ☐ Manufacturing | f. Others (specify) |
| c. ☐ Service | <u>healthcare</u> |
| d. ☒ Research & Development | _____ |
9. **CURRENT EMPLOYMENT:** For each of the categories listed below, please specify the number of employees currently employed by the Applicant, or Affiliate:
- | | |
|----------------------------------|---|
| a. <u>27</u> Full-time permanent | d. ☐ Part-time temporary |
| b. <u>6</u> Part-time permanent | e. ☐ Seasonal |
| c. <u>5</u> Full-time temporary | f. ☐ None (New Business) |

10. **TOTAL OHIO EMPLOYMENT:** Please indicate the total number of employees employed by the Applicant *in the State of Ohio*: 38
11. **CURRENT PAYROLL:** For each of the categories listed below, please specify the dollar amount of payroll for the employees currently employed by the Applicant, or Affiliate:
- | | |
|--|---------------------------------|
| a. \$ <u>1,904,000</u> Full-time permanent | d. \$ _____ Part-time temporary |
| b. \$ <u>297,000</u> Part-time permanent | e. \$ _____ Seasonal |
| c. \$ <u>272,000</u> Full-time temporary | f. _____ None (New Business) |
12. **PROJECTED NEW EMPLOYMENT:** If granted an incentive from the City of Beachwood, for each employment category listed below, please specify the number of employees the Applicant, or Affiliate to benefit from the incentive program (*Those to be located at the Beachwood Project Site*) will create over a three-year (3) time period:
- | | Year 1 | Year 2 | Year 3 |
|------------------------|-----------|-----------|-----------|
| a. Full-time permanent | <u>27</u> | <u>60</u> | <u>70</u> |
| b. Part-time permanent | <u>6</u> | <u>6</u> | <u>6</u> |
| c. Full-time temporary | <u>5</u> | <u>5</u> | <u>5</u> |
| d. Part-time temporary | _____ | _____ | _____ |
| e. Seasonal | _____ | _____ | _____ |
13. **PROJECTED NEW PAYROLL:** For each of the categories listed below, please specify the dollar amount of annual payroll for the employment to be created by the Applicant, or Affiliate to benefit from the incentive program (*Those to be located at the Beachwood Project Site*):
- | | Year 1 | Year 2 | Year 3 |
|-------------------------|---------------------|---------------------|---------------------|
| a. Full-time permanent | \$ <u>1,904,000</u> | \$ <u>2,774,000</u> | \$ <u>3,344,000</u> |
| b. Part-time permanent | \$ <u>297,000</u> | \$ <u>297,000</u> | \$ <u>297,000</u> |
| c. Full-time temporary | \$ <u>272,000</u> | \$ <u>272,000</u> | \$ <u>272,000</u> |
| d. Part-time temporary | \$ _____ | \$ _____ | \$ _____ |
| e. Seasonal | \$ _____ | \$ _____ | \$ _____ |
| f. Total Annual Payroll | \$ _____ | \$ _____ | \$ _____ |
14. **USES OF FUNDS:** For each of the categories listed below, please estimate the amount to be invested by the Applicant or Affiliate to establish, expand, renovate or occupy the proposed Project Site:
- | | |
|--|---------------------|
| a. Acquisition of Buildings: | \$ <u>1,300,000</u> |
| b. Additions/New Construction | \$ _____ |
| c. Improvements to Existing Buildings: | \$ <u>2,000,000</u> |
| d. Machinery & Equipment: | \$ <u>75,000</u> |
| e. Furniture & Fixtures: | \$ <u>75,000</u> |
| f. Inventory: | \$ <u>100,000</u> |
| g. Total New Project Investment: | \$ <u>3,550,000</u> |

15. **PROJECT TIMELINE:** Project will begin June 18, 2018 and be completed December 31, 2018.

16. **RELOCATION:** Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes X No

a. If yes, state the location from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

from Cleveland Heights, Ohio to Beachwood, Ohio

b. If yes, state the current employment level for each location in the state to be affected by the relocation of employment positions or assets:

38 employment positions moved to Beachwood

c. If yes, what is the projected impact of the relocation, detailing the number and type of employee and/or assets to be relocated (*Those to be located at the Beachwood Project Site*)?

38 employment positions moved to Beachwood, along with approximately \$200,000 in machinery, equipment, furniture and inventory

17. **CONSOLIDATION:** Will the project involve the consolidation of business operations or assets from another Ohio location? Yes No X

If yes, please itemize the location, assets, and employment positions to be transferred:

18. **DELINQUENCIES:**

a. Does the Applicant, or Affiliate to benefit from the incentive program, owe any delinquent taxes to the Federal Government, State of Ohio or a political subdivision? Yes No X

b. Does the Applicant, or Affiliate to benefit from the incentive program, owe any moneys to the Federal Government, State or a state agency for the administration or enforcement of any environmental laws? Yes No X

c. Does the Applicant, or Affiliate to benefit from the incentive program, owe any other moneys to the Federal Government, the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not? Yes No X

d. If yes to any of the above, please provide details of each instance including, but not limited to, the location, amounts and/or case identification numbers.

19. **LEGAL PROCEEDINGS:** Are there any current or pending law suits involving either the principals of or the Applicant or any Affiliate? Yes No X

If yes, provide details below, and attach any supporting documentation related to the law suits.

20. **PROJECT DESCRIPTION:** In the space provided below, please describe the project. This statement should focus on the ability to grow and to expand capacity. Savings, efficiencies and improvements in technology expected as a result should also be addressed. Describe new products, if any, which will result from the project. Discuss the potential for spin-off industries if this project is funded. State what the Company expects to accomplish with the overall project. This should include information on existing as well as planned products, services or business information.

This project involves the relocation of Lee Silsby's current compounding pharmacy business from Cleveland Heights to Beachwood. The company has desperately needed to expand its operations and hire more employees for a few years and has explored numerous options, including building an addition onto the current Cleveland Heights building. The Beachwood building will be completely gutted and renovated with five state-of-the-art laboratories (including sterile, hazardous and non-hazardous areas) that fully comply with federal standards, as well as the standards of 45 State Boards of Pharmacy by whom we are licensed. The renovation will allow us to double, and then triple, our existing business within the next 10 years, providing critical medications to patients all over the country and the world. Depending on patient needs, it is likely that Lee Silsby will expand into new areas of treatment as well as increase our capacity to prepare our most common sterile, hazardous and non-hazardous medications. From its current use as a bus garage, the Beachwood property will be transformed into an energy efficient, technologically sophisticated compounding pharmacy facility. Importantly, the project will provide space to hire additional pharmacy technicians, marketing and human resources executives and other staff. A portion of the building will house Our Kids, our sister supplement company, which sells speciality nutritional supplements.

21. **AMOUNT AND TERM OF REAL PROPERTY TAX INCENTIVE:** Please specify the amount of abatement, and the term of the real property tax incentive requested by the applicant covering the project described in SECTION A above:

- a. Tax Incentive amount (the maximum shall not exceed 50%): 50 %
- b. Tax Incentive term: 10 years

22. **TAX INCENTIVE JUSTIFICATION:** Please specify the applicant's reasons for requesting tax incentives (be as quantitatively specific as possible)

The requested tax incentives are critical to Lee Silsby's ability to relocate its business to Beachwood, increase payroll and make much-needed investments in new equipment.

23. **FINANCIAL INFORMATION:** Please provide the last three (3) years of profit and loss statements for the Company and any Affiliate.

TAX INCENTIVE APPLICATION NOTES

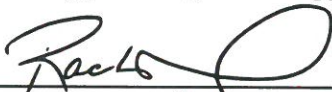
- a. A copy of this proposal must be forwarded by the City to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.
- b. A copy of the final City of Beachwood Community Reinvestment Area Agreement will attach this Application as Exhibit A, and must be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.

REQUIREMENTS AND CERTIFICATIONS

The undersigned, duly authorized Officers of the Applicant, hereby certify that the statements made in the foregoing application and in all attachments submitted in connection with this application are true and correct to the best information and belief of the undersigned and are submitted as a basis for determining approval of Community Reinvestment Area tax incentive request.

I/we certify that the requirements listed below will be met:

- a. Submission of this application expressly authorizes the City of Beachwood to contact the Ohio Environmental Protection Agency to confirm statements contained within this application, and to review applicable confidential records. As part of this application, the applicant may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation, to release specific tax records to the City of Beachwood for consideration of this request.
- b. The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
- c. The Applicant agrees to supply additional information upon request.



Signature

May 11, 2018

Date

Rachael L. Israel, Esq.

Name and Title of Property Owner (Typed or printed))

Submit completed application to:

Economic Development Department
Attention: Keri Zipay
Business Retention Specialist
City of Beachwood
25325 Fairmount Boulevard
Beachwood, Ohio 44122

Phone: (216) 292-1915
Keri.Zipay@BeachwoodOhio.com

AN ORDINANCE
AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR
PROFESSIONAL AND OTHER SERVICES

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:

For Supplies and Services	June 18, 2018	\$25,564.69
G. Gifford Dyer	Plan Review Services	\$2,254.50
Hey Now! Media	Professional Services	\$5,250.00
Hope L. Jones	Legal Services	\$4,788.00
Paul Kowalczyk	Plan Review Services	\$1,127.19
Tactical Planning, LLC	Engineering Services	\$862.50
Walter Haverfield, LLP	Legal Services	\$11,282.50

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 18th day of June 2018 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 19th day of June and filed it with the Clerk.

Mayor

AN ORDINANCE
AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR
PROFESSIONAL AND OTHER SERVICES

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:

<u>For Supplies and Services</u>	<u>June 18, 2018</u>	<u>\$25,564.69</u> <i>244</i>
G. Gifford Dyer	Plan Review Services	\$2,254.50
Hey Now! Media	Professional Services	\$5,250.00
Hope L. Jones	Legal Services	\$4,788.00
Paul Kowalczyk	Plan Review Services	\$1,127.19
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Clerk

Approval: I have approved this legislation this 19th day of June 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

May 31, 2018

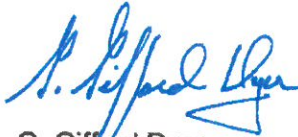
City of Beachwood
Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Re: Building Department
Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of May 2018	\$2,254.50
(Cost breakdown sheet attached)	
Total amount due	\$2,254.50

Thank You,



G. Gifford Dyer

APPROVED FOR PAYMENT - Blde.

BY: WG
DATE: 6/4/18
P/O: _____

G. GIFFORD DYER-ARCHITECT

BEACHWOOD PLAN REVIEW

Month MAY, 2018

GG Dyer Job No.	Beachwood PR No.	Job Name-----	Time	Charge
CB 18-08	2018-29378	ANSWER IN FROM APPARAL BEACHWOOD PLACE MALL - SUITE 1125 2630 CEDAR ROAD	1 3/4 HR	\$ 146.12
CB 18-04	2018-29091	P.A. FOUR SEASON - BLOG 3 24600 GEORGE ZEIGER DRIVE	8 3/4 HR	\$ 730.62
CB 18-09	2018-29393	DIAMOND DIRECT LA PLACE 2101 RICHMOND ROAD	1 HR	\$ 83.50
CB 18-10	2018-29300	SMILE ART CENTER DR SHINGLE LA PLACE SHOPPING CENTER 2ND FLOOR 2101 RICHMOND ROAD	3 1/4 HR	\$ 271.37
CB 18-06	2018-29289	THE VUE APARTMENTS 23220 CHAGRIN BLVD	1 1/2 HR	\$ 125.25
CB 17-23	2017-29258	MITCHELL'S HOME MADE ICE CREAM LA PLACE SHOPPING CENTER 2101 RICHMOND ROAD	1 HR	\$ 83.50
CB 17-22	2017-29152	BONITA TACOS + RUM LA PLACE SHOPPING CENTER 2101 RICHMOND ROAD	4 1/4 HR	\$ 354.87
CB 18-05	2018-29118	OXFORD ONE CHAGRIN HIGHLANDS 2000 AUBURN DRIVE - SUITE 210	2 HR	\$ 167.00
CB 18-07	2018-29308	BEK DEVELOPERS 3700 PARK EAST DRIVE	1 HR	\$ 83.50
CB 18-02	2018-28588	LINDRY'S LAKEHOUSE / CEDAR CRAFT GRILL LA PLACE SHOPPING CENTER 2101 RICHMOND ROAD	3/4 HR	\$ 62.62
CB 17-13	2017-27804	HALLS BISTRO LA PLACE SHOPPING CENTER - 821 2101 RICHMOND ROAD	3/4 HR	\$ 62.62
CB 16-06	2016-21967	VANGUARD BEACHWOOD APARTMENTS 3600 PARK EAST DRIVE	3/4 HR	\$ 62.62
CB 18-11	2018-30020	LOLLI & POP CANDY STORE - 1430 BEACHWOOD PLACE MALL	1/4 HR	\$ 20.98
		TOTAL	27 HR	\$ 2254.50

Hey Now! Media
25200 Chagrin Blvd.
Beachwood, OH 44122
216-273-6662
hello@heynewmedia.com
www.heynewmedia.com

Invoice 768

BILL TO
Keri Zipay
The City of Beachwood

DATE
05/10/2018

PLEASE PAY
\$5,250.00

DUE DATE
06/01/2018

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/11/2018	Videography Creation of Drone Video + Composites	1	5,250.00	5,250.00

TOTAL DUE

\$5,250.00

THANK YOU.

Econ. Dev

APPROVED FOR PAYMENT

BY:

WLG

DATE:

6/5/18

P/O:

June 1, 2018

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

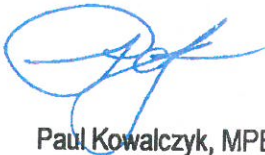
**RE: Building Department
Plan Review**

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of May 2018 \$1,127.19
(See attached sheet for breakdown)

Total amount due
One Thousand One Hundred Twenty-Seven Dollars and Nineteen Cents \$1,127.19

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



Paul Kowalczyk, MPE #798

APPROVED FOR PAYMENT

BY: WG
DATE: 6/4/18
P/O: _____

**City of Beachwood
Plan Examination Services
May 2018 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2018-29438	BW18-45 5/1/18	Deville Apartments – South Building 23305 Chagrin Blvd. In-unit Laundry Retrofit	1 hour 30 min.	\$125.25
2018-29438	BW18-46 5/1/18	Deville Apartments – North Building 23351 Chagrin Blvd. In-unit Laundry Retrofit	45 min.	\$62.61
2018-29183	BW18-47 5/2/18	Giant Eagle 24601 Chagrin Blvd. Fire Sprinkler System alterations	45 min.	\$62.61
2018-29692	BW18-48 5/5/18	AT&T Mobility Beachwood North 27200 Cedar Road Antenna modifications	1 hour	\$83.50
2018-28967	BW18-32.1 5/5/18	BASF Storage Building 23800 Mercantile Road Building Renovation – 2 nd submission	30 min.	\$41.75
2018-29309	BW18-26.1 5/8/18	Friedman Condominium 27500 Cedar Road, Unit 809 Patio Enclosure – 2 nd submission	30 min.	\$41.75
2018-29735	BW18-49 5/8/18	Ohio MSA LLC 3875 Park East Drive Antenna modifications	1 hour 30 min.	\$125.25
2018-29730	BW18-50 5/13/18	Cleveland Clinic Beachwood Family Health Center 26900 Cedar Road X-Ray Replacement	2 hours 30 min.	\$208.75
2018-29183	BW18-41.1 5/15/18	Giant Eagle 24601 Chagrin Blvd. Fire Alarm System – 2 nd submission	45 min.	\$62.61
2018-29247	BW18-24.1 5/15/18	Cleveland Clinic Beachwood FHC OR Recap Design 26900 Cedar Road Interior Alterations – 2 nd submission	1 hour 30 min.	\$125.25
2018-29438	BW18-45.1 5/20/18	Deville Apartments – South Building 23305 Chagrin Blvd. In-unit Laundry Retrofit	30 min.	\$41.75
2018-29438	BW18-46.1 5/20/18	Deville Apartments – North Building 23351 Chagrin Blvd. In-unit Laundry Retrofit	30 min.	\$41.75
2018-29392	BW18-51 5/21/18	CM Wealth 2000 Auburn Drive, Suite 400 Fire Sprinkler System alterations	45 min.	\$62.61
2018-29584	BW18-44.1 5/23/18	Vantage Agora 23611 Chagrin Blvd., Suite 320 Interior Alterations	30 min.	\$41.75
Total:				\$1,127.19

Paul Kowalczyk, MPE #798

Tactical Planning, LLC

3297 Forestmeadow Drive,
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

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

P.O. # 2014-00196

June 1, 2018

FED ID # 46-3453684

INV # BW-1818

Memo
1893106
SCM Solutions

For professional services rendered with regard to plan reviews and report preparation for the **May 31, 2018 Planning and Zoning Commission Meeting** as follows:

<u>P&Z 2018-06</u>	<u>SCM Solutions, LLC / City Barbeque</u>			
G. Smerigan	2.0 Hours	@	\$115.00 / hour	\$230.00

✓✓

TOTAL DUE THIS INVOICE

\$230.00

Thank you,

APPROVED FOR PAYMENT
W9
BY: _____
DATE: 6/7/18
P/O: _____



George Smerigan
Managing Member

Tactical Planning, LLC

3297 Forestmeadow Drive,
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

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

June 1, 2018

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1819

*Memo
#1893107
Signature Sign Corp*

For professional services rendered with regard to plan reviews and report preparation for the **May 31, 2018 Planning and Zoning Commission Meeting** as follows:

P&Z 2018-07 Signature Sign Company / Covington Realty Partners, LLC

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

TOTAL DUE THIS INVOICE

\$230.00 ✓

APPROVED FOR PAYMENT

BY: WG
DATE: 6/4/18
P/O: _____

Thank you,



George Smerigan
Managing Member

Tactical Planning, LLC

3297 Forestmeadow Drive,
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

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

June 1, 2018

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1820

*Bill
#1893102
Neihla Glasco*

For professional services rendered with regard to plan reviews and report preparation for the **May 31, 2018 Planning and Zoning Commission Meeting** as follows:

<u>P&Z 2018-02</u>	<u>Dance With Me Studio</u>			
G. Smerigan	0.5 Hours	@	\$115.00 / hour	\$57.50

[Signature]

TOTAL DUE THIS INVOICE

\$ 57.50

APPROVED FOR PAYMENT

BY: WG
DATE: 6/4/18
P/O: _____

Thank you,

[Signature]

George Smerigan
Managing Member

Tactical Planning, LLC

3297 Forestmeadow Drive,
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

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

P.O. # 2014-00196

June 1, 2018

FED ID # 46-3453684

INV # BW-1821

*Memo
#1893110
Construction & Remodeling Group*

For professional services rendered with regard to plan reviews and report preparation for the **May 31, 2018 Planning and Zoning Commission Meeting** as follows:

P&Z 2018-09

P&Z 2018-10

Construction and Remodeling Experts / Herbert Litton

G. Smerigan

1.5 Hours

@

\$115.00 / hour

\$172.50

TOTAL DUE THIS INVOICE

\$172.50

APPROVED FOR PAYMENT

PY: W9

DATE: 6/4/18

P/O: _____

Thank you,



George Smerigan
Managing Member

Tactical Planning, LLC

3297 Forestmeadow Drive,
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

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

P.O. # 2014-00196

June 1, 2018

FED ID # 46-3453684

INV # BW-1822

*Memo
#1893111
Sunshine Retirement Living*

For professional services rendered with regard to plan reviews and report preparation for the **May 31, 2018 Planning and Zoning Commission Meeting** as follows:

<u>P&Z 2018-11</u>	<u>Windsor Heights Assisted Living</u>			
G. Smerigan	1.5 Hours	@	\$115.00 / hour	\$172.50



TOTAL DUE THIS INVOICE

\$172.50

Thank you,

APPROVED FOR PAYMENT

BY: WS
DATE: 6/4/18
P/O: _____



George Smerigan
Managing Member

INVOICE

DATE

4th May 2017

INVOICE NO.:

20180504-1

For Legal Services

Hope L. Jones

7456 Hudson Road

Kent, Ohio 44240

330.283.5412

hopeleejones@outlook.com

INVOICE TO

City of Beachwood, Ohio

25325 Fairmount Blvd.

Beachwood, Ohio 44122

APPROVED FOR PAYMENT

BY:

Diane A. Calta

DATE:

5.8.18

P/O:

DATE

DESCRIPTION

HOURS/RATE

TOTAL

		Total 26.6	4,788.00
--	--	-------------------	-----------------

Subtotal	4,788.00
Sales Tax	
Total	4,788.00

Walter Haverfield



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

INVOICE

Invoice Date: May 18, 2018
Invoice Number: 343810
Client/Matter Account Number: 31181-00001 [WRH]
Regarding: Interim Law Director Services

Fees for Professional Services through: 04/30/18 \$ 11,282.50

TOTAL CHARGES FOR INVOICE NUMBER 343810 \$ 11,282.50

=====

PLUS BALANCE OWING FROM PREVIOUS INVOICES \$ 15,360.00

TOTAL BALANCE DUE FOR THIS INVOICE PLUS PREVIOUS BALANCE \$ 26,642.50

*paid
2018-100
May 21, 2018*

****PLEASE INDICATE INVOICE NUMBER 343810 WITH YOUR REMITTANCE

PLEASE DIRECT INQUIRIES TO OUR ACCOUNTING DEPARTMENT AT
(216) 619-7883 or (216) 928-2957, OR E-MAIL ACCOUNTING@WALTERHAV.COM

APPROVED

SIGNATURE *Martin S. Horwitz*

DATE 5/22/18

PLEASE SEND REMITTANCES ONLY TO: P.O. BOX 75568, CLEVELAND, OH 44101
Federal Tax I.D. 34-0602148

INTRODUCED BY:

ORDINANCE NO. 2018-111

AN ORDINANCE ADOPTING THE 2018 ALTERNATIVE TAX BUDGET OF THE CITY OF BEACHWOOD, OHIO FOR THE FISCAL YEAR 2019; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the proposed alternative tax budget was recommended by the Finance Director to Council; and

WHEREAS, pursuant to Section 5705.30 of the Ohio Revised Code, the City of Beachwood, Ohio is not required to hold a public hearing on this document; and

WHEREAS, the Finance Director has recommended the approval of this document by City Council.

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

Section 1: The 2018 Alternative Tax Budget (Fiscal Year 2019) prepared by the Finance Director of the City of Beachwood, Ohio and recommended to Council, a copy of which is in a form substantially similar to that attached hereto and incorporated herein as Exhibit "A", is hereby approved.

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

Section 3: This Ordinance is hereby declared an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City; such necessity existing for the reason of the fact that it is immediately required to be passed in accordance with statutory requirements.

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 18th day of June, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of June, 2018.

Clerk

Approval: I have approved this legislation this 19th day of June, 2018, 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: 2018 Alternative Tax Budget (Fiscal Year 2019)
DATE: June 6, 2018

Attached please find a copy of the Alternative Tax Budget. This is the document used by the County to set the City's property tax collections for 2018, and prepare our initial "Certificate of Estimated Resources". We will then have a follow-up resolution accepting the rates from Cuyahoga County.

I am requesting to have this placed on the June 18, 2018 agenda for approval. The Tax Budget is required to be approved by July 20.

In the General Fund, with the exception of Property Taxes, this document is based on the most recent cash flow projections. The 2019 Debt payments are listed under the debt tab. Fund balances are estimates as the focus of the Tax Budget are the property tax collection needs for 2019.

Please let me know if you have any questions or would like further explanations.

Thank You.

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit CITY OF BEACHWOOD

For the Fiscal Year Commencing JANUARY 1, 2019

Fiscal Officer Signature _____ Date _____

COUNTY OF CUYAHOGA

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Under the law in effect prior to June 3, 2002, the budget commission could only waive the tax budget for a subdivision or other taxing unit that was receiving a share of the county undivided local government fund or the county undivided local government revenue assistance fund under an alternative method or formula pursuant to ORC Sections 5747.53 and 5747.63. Thus, tax budgets could be waived only for counties, municipalities, townships, and park districts. This restriction is now removed.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action

On October 11, 2002, during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (Including Schools) to adopt a tax budget as provided under ORC Section 5705.281, but shall require the filing of this Alternative Tax Budget Information document on an annual basis.

Alternative Tax Budget Information Filing Deadline

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

INTRODUCED BY:

ORDINANCE NO. 2018-112

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW THE CONTRACT WITH AUTOMATIC DATA PROCESSING (ADP) FOR PAYROLL PROCESSING SERVICES, FURTHER WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Ordinance No. 2017-114 approved The AHOLA Corporation for payroll processing and the transition was not able to be completed as anticipated; and

WHEREAS, the Finance Director desires to continue with Automatic Data Processing (ADP) for Payroll Processing Services on a month-to-month customer loyalty basis; and

WHEREAS, the Finance Director has further recommended that Council waive competitive bidding and authorize the Finance Department to utilize the services of ADP for payroll processing.

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

Section 1: Based upon the recommendation of the Finance Director, Council hereby authorizes and directs the Mayor to continue with a month-to-month renewal Contract with ADP for the use of ADP's services from; and further waiving competitive bidding.

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

Section 3: This Ordinance is hereby 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 continue payroll processing services and for the efficient operation of the City's Finance Department.

WHEREFORE, this ordinance shall take effect and be in force from and after its passage and signature by the Mayor.

Attest: I hereby certify that this legislation was duly adopted on the 18th day of June, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of June, 2018.

Clerk

Approval: I have approved this legislation this 19th day of June, 2018, and filed it with the Clerk.

Mayor

INTRODUCED BY:

ORDINANCE NO. 2018-113

AN ORDINANCE ACCEPTING A CERTAIN BID FROM CARGILL, INC. – SALT, ROAD SAFETY, THROUGH THE JOINT MUNICIPAL IMPROVEMENT CONSORTIUM AS SUPPLIER OF UNTREATED AND TREATED ROCK SALT FOR SNOW AND ICE REMOVAL FOR A PERIOD OF ONE YEAR FROM NOVEMBER 1, 2018 TO OCTOBER 31, 2019; AND DECLARING THIS TO BE AN URGENT MEASURE

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

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

WHEREAS, the consortium, through advertisement by the City of Brecksville, has received a bid from Cargill Inc., Salt Division, for crushed rock salt (sodium chloride), and treated salt (Clearlane) for snow and ice removal for a period of one year from November 1, 2018 through October 31, 2019; and

WHEREAS, the consortium pricing for the period of November 1, 2018 through October 31, 2019 is as follows:

<u>Untreated Salt</u>		<u>Treated Salt (Clearlane)</u>
Dump Delivery	\$58.71/ton	Dump Delivery \$70.46/ton
Piler Delivery	\$63.71/ton	Piler Delivery \$75.46/ton

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

Section 1: Based upon the recommendation of the Service Director, the bid of Cargill Inc., Salt Division, is found to be the lowest and best bid received on behalf of the Joint Municipal Improvement Consortium for crushed rock salt (sodium chloride), and treated salt (Clearlane) for snow and ice removal for a period of one year from November 1, 2018 through October 31, 2019. The City of Beachwood adopts and accepts said bid as its own in accordance with the specifications of the consortium, and the Mayor is authorized to enter into a contract on behalf of the City of Beachwood with the said company.

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

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City; such necessity existing for the reason of the need to promptly prepare stores of necessary seasonal materials required to maintain the streets and sidewalks safe for persons and property.

ORDINANCE NO. 2018-113

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 18th day of June, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of June, 2018.

Clerk

Approval: I have approved this legislation this 19th day of June, 2018, and filed it with the Clerk.

Mayor

**BEACHWOOD SERVICE DEPARTMENT
INTER-OFFICE MEMORANDUM**

TO: Mayor Martin Horwitz

FR: Dale Pekarek, Service Director

DHP

DT: June 5, 2018

RE: Council Agenda Item

Mayor, attached for your review is the 2018-2019 Cargill Inc. salt bid. Cargill Inc. was the lowest bid at \$58.7/ton dumped, \$63.71/ ton piled for untreated salt, and \$70.46/ton dumped , \$75.46/ton piled for treated salt. It should be noted that the ODOT bid for 2018-2019 is \$64.76/ton dumped for untreated salt.

This bid is for this coming season, (November 1, 2018 – October 31 2019). With your permission, I would like to place this bid on the next council agenda for approval.

Attach

Cc: Whitney Crook

DHP/ais

BID FORM

To supply in accordance with the specifications for a one-year period:

Cost for FIRST year, Untreated Sodium Chloride:

\$ 58.71 Per Ton, Dump Delivery \$ 63.71 Per Ton, Piler Delivery

Cost for FIRST year, Treated Sodium Chloride:

\$ 70.46 Per Ton, Dump Delivery \$ 75.46 Per Ton, Piler Delivery

Products Bid: Sodium Chloride for Ice Control and Enhanced ClearLane[®] Deicer

80% Contractual Minimum/No Maximum, per CMA: Yes ☒ No
(based on Estimated Quantities, pg.4) *see exception page

Guaranteed Delivery Within 24 - 72 Hours? ☒ Yes No
(as outlined in Delivery specifications, pg. 5)

Second and Third Year Optional Extensions: ☒ Yes No

Optional second year and third year extensions of the contract based upon acceptance by the CMA of prices negotiated through the consortium administrator on behalf of all consortium members.

Minimum Order? No. ☒ Yes, Quantity: 22 tons/Dump 300 tons /Piler

Name & Address of Bidder:

Cargill, Inc. - Salt, Road Safety

24950 Country Club Blvd., Ste. 450

North Olmsted, OH 44070

Phone: 800-600-7258 Fax: 888-739-8705

Email: pamela_burcewicz@cargill.com

Authorized Signature:

Pamela S. Burcewicz

Pamela S. Burcewicz
(Please type or print name)

Title:

Customer Care Rep. II

Enclosed: ☒ 10% Bid Bond OR Bid Check, Amount \$

Date of Bid Submission: May 17, 2018 Last Addendum Received: n/a

EXCEPTION SHEET

Please list any and all exceptions to the specifications upon which your bid is based. If there are no exceptions listed on this page, your bid will be considered to be in complete accordance with specifications.

TONNAGE MAX:

Cargill agrees to supply each awarded delivery destination with the awarded quantity of product up to
a maximum of 140% of the estimated total stated for each destination in the bid totaling 65,030 tons
(the "Maximum Quantity"). In no event shall Cargill be obligated to supply Product to any destination
in excess of the applicable Maximum Quantity; however, Cargill may subsequently agree to supply
additional tons of Product on mutually agreeable terms, on a request-by-request basis. Under no
circumstances shall Cargill be obligated to pay damages or penalties for failing to supply Product in
excess of the applicable Maximum Quantity.

NAME OF BIDDER Cargill, Inc. - Salt, Road Safety

BID TABULATION: Supplying Sodium Chloride (November 1, 2018 - October 31, 2019)

Purchasing Consortium Cities: Beachwood, Brecksville, Broadview Heights, Brooklyn Heights, Cuyahoga County, Independence, Lakewood, Middleburg Heights, North Royalton, Valley View

Bid Opening: Friday, May 18, 2018 9:00 a.m.

Present: Becki Riser, City of Brecksville; Eugene Ruffin, Morton Salt, Tony DiPietro, Cargill Deicing Technology

PLANHOLDERS

Cargill, Inc.
Compass Minerals
Morton Salt, Inc.
PVS Chemicals, Inc.

KEY SUMMARY OF BID SUBMISSIONS

Cost for First Year, Untreated Sodium Chloride:

	<u>Per Ton, Dump Delivery</u>	<u>Per Ton, Piler Delivery</u>	<u>Exceptions</u>
CARGILL	\$58.71	\$63.71	Yes
COMPASS MINERALS	\$82.71	\$87.21	Yes
MORTON SALT, INC.	\$69.61	\$73.11	No

CARGILL DEICING TECHNOLOGY

To supply in accordance with specifications, for a one-year period, the sum of:

Cost for First Year (11/1/18 – 10/31/19), Untreated Sodium Chloride: \$58.71 Per Ton, Dump Delivery \$63.71 Per Ton, Piler Delivery

Cost for First Year (11/1/18 – 10/31/19), Treated Sodium Chloride: \$70.46 Per Ton, Dump Delivery \$75.46 Per Ton, Piler Delivery

Products Bid: Sodium Chloride for Ice Control & Enhanced Clearlane Deicer

80% Contractual Minimum/No Maximum: No, see Exceptions

Second and Third Year Optional Extensions: Yes

Guaranteed Delivery Within 24-72 Hours? Yes

Minimum Order? Yes.....Quantity: 22 Tons/Dump 300 Tons/Piler

Exceptions: Cargill agrees to supply each awarded delivery destination with the awarded quantity of product up to a maximum of 140% of the estimated total stated for each destination in the bid totaling 65,030 tons (the "Maximum Quantity"). In no event shall Cargill be obligated to supply Product to any destination in excess of the applicable Maximum Quantity; however, Cargill may subsequently agree to supply additional tons of Product on mutually agreeable terms, on a request-by-request basis. Under no circumstances shall Cargill be obligated to pay damages or penalties for failing to supply Product in excess of the applicable Maximum Quantity.

Name & Address of Bidder:
Cargill, Inc. – Salt, Road Safety
24950 Country Club Blvd., Suite 450
North Olmsted, OH 44070
Phone: 800-600-7258 Fax: 888-739-8705

Contact: Pamela Burcewicz, Customer Care Representative
Pamela.brcewicz@cargill.com

COMPASS MINERALS

To supply in accordance with specifications, for a one-year period, the sum of:

Cost for First Year (11/1/18 – 10/31/19), Untreated Sodium Chloride: \$82.71 Per Ton, Dump Delivery \$87.21 Per Ton, Piler Delivery

Cost for First Year (11/1/18 – 10/31/19), Treated Sodium Chloride: No Bid No Bid

Products Bid: De-Icing Rock Salt "Untreated Sodium Chloride"

80% Contractual Minimum/No Maximum: No, see Exceptions

Second and Third Year Optional Extensions: No

Guaranteed Delivery Within 24-72 Hours? No, see Exceptions

Minimum Order? Yes..... Quantity: 20 Tons/Dump 200 Tons /Piler

Exceptions: -100% Maximum
-Will BEGIN delivery within 24 hours

Name & Address of Bidder:
Compass Minerals America, Inc.
9900 West 109th Street
Overland Park, KS 66210
Phone: 800-323-1641 Fax: 913-338-7945

Contact: Doug Dyer
dverd@compassminerals.com

MORTON SALT, INC.

To supply in accordance with specifications, for a one-year period, the sum of:

Cost for First Year (11/1/18 – 10/31/19), Untreated Sodium Chloride:
\$69.61 Per Ton, Dump Delivery \$73.11 Per Ton, Piler Delivery

Cost for First Year (11/1/18 – 10/31/19), Treated Sodium Chloride:
No Bid No Bid

Products Bid: Morton Bulk Safe-T-Salt

80% Contractual Minimum/No Maximum: Yes

Second and Third Year Optional Extensions: Yes

Guaranteed Delivery Within 24-72 Hours? Yes

Minimum Order? Yes.....Quantity: 23 sto /Dump 200 Tons/Piler

Exceptions: None.

Name & Address of Bidder:
Morton Salt, Inc.
444 West Lake Street, Suite 3000
Chicago, IL 60606
Phone: 855-665-4540 Fax: 312-896-9208

Contact: Anthony Patton/Daniel Thompson
Director, US Gov't Bulk Deicing Sales & Marketing / VP Bulk Deicing Sales & Marketing
bids@mortonsalt.com