Beachwood City Council Meeting Agenda
Tuesday, June 21, 2022, 7:00 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

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

Agenda Items

1. Roll Call

2. Reports

   a. Mayor

   b. Council Member (non-agenda items)

   c. Department Directors

3. **Ceremonial Oath of Office - Deputy Police Chief John Resek**

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

5.	Finance & Insurance Committee **Ordinance No. 2022-77**	An Ordinance authorizing and directing the payment of Certain Claims (Bills) for Professional and Other Services; and declaring this to be an urgent measure
6.	Finance & Insurance Committee **Ordinance No. 2022-78**	An Ordinance Amending Appropriations for Current Expenditures and Other Expenses of the City of Beachwood, Ohio, for the Fiscal Year 2022, January 1, 2022 to December 31, 2022, Inclusive; and declaring this to be an urgent measure
7.	Finance & Insurance Committee **Ordinance No. 2022-79**	An Ordinance declaring certain property used by the City's Public Works Department as Surplus Property no longer needed for a Public Use and Authorizing its Sale on GovDeals, Inc. in accordance with Codified Ordinance Section 131.03(a); and declaring this to be an urgent measure
8.	Legal & Personnel Committee **Ordinance No. 2022-80**	An Ordinance engaging Walter Haverfield to provide Legal Services for a sensitive personnel matter; and declaring this to be an urgent measure
9.	Legal & Personnel Committee **Resolution No. 2022-3**	A Resolution supporting the removal of "FirstEnergy" from the publicly owned Football Stadium and to return the Stadium name to "Cleveland Browns Stadium"
10.	Legal & Personnel Committee **Ordinance No. 2022-82**	An Ordinance authorizing the Mayor to enter into an Agreement with June Scharf to provide Professional Public Relations Services for the City of Beachwood, Ohio through December 31, 2022; and declaring this to be an urgent measure

11.	Legal & Personnel Committee **Ordinance No. 2022-83**	An Ordinance amending Schedule D of the Administrative Salary Ordinance; and declaring this to be an urgent measure
12.	Legal & Personnel Committee **Ordinance No. 2022-84**	An Ordinance amending Section 648.04 titled "Disorderly Conduct; Unreasonable Noises", of the Codified Ordinances of the City of Beachwood, Ohio; and declaring this to be an urgent measure
13.	Public Works Committee **Ordinance No. 2022-85**	An Ordinance authorizing the Mayor to enter into Change Order No. 1 with CATTS Construction, Inc. for the Beachwood Boulevard Storm Sewer Improvements Project; and declaring this to be an urgent measure
14.	Public Works Committee **Ordinance No. 2022-86**	An Ordinance accepting a Certain Bid from Cargill, Inc., through the Joint Municipal Improvement Consortium as Supplier of Untreated Rock Salt for Snow and Ice Removal for the 2022-2023 Winter Season; and declaring this to be an urgent measure
15.	Public Works Committee **Ordinance No. 2022-87**	An Ordinance authorizing the Mayor to enter into an Agreement with the City of Shaker Heights, Ohio for the Bryden-Green Storm Sewer Improvements Project; and declaring this to be an urgent measure
16.	Planning & Zoning Committee **Motion**	A Motion accepting Preliminary and Final Site Plan Approval for an Outdoor Pavilion located at 26500 Shaker Boulevard
17.	Planning & Zoning Committee **Ordinance No. 2022-88**	An Ordinance amending BCO Chapter 1111, Section 1111.02(o) titled "Classification of Uses" and BCO Chapter 1132 titled "Planned Mixed-Use Development District" of the City of Beachwood, Ohio Planning and Zoning Code
18.	Public Works Committee **Ordinance No. 2022-89**	An Ordinance authorizing the Mayor to enter into an Agreement with the Ohio Department of Transportation ("ODOT") for the Widening, adding turn lanes and signal improvements on Chagrin Blvd (US-422/SR-87) from west of Richmond Road to Beachwood ECL in the City of Beachwood in Cuyahoga County; Widening the I-271 NB Exit Ramp to Chagrin Blvd and the I-271 SB Exit Ramp to Chagrin Blvd; Widening the Chagrin Blvd Bridge over I-271 to six lanes; Rehabilitate Richmond Rd (SR-175) from south of Chagrin Blvd to Bryden Rd; Widening EB Chagrin Blvd west of Park East Dr and WB Chagrin Blvd between Park East Dr and I-271 NB Ramps; Widening the Chagrin Blvd/Richmond Rd Intersection.); and declaring this to be an urgent measure

Any other matters coming before City Council

Adjournment

INTRODUCED BY: ORDINANCE NO. 2022-77

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	**June 21, 2022**	**$ 118,725.93**
GPD	Engineering Services	$ 44,577.00
Roetzel & Andress	Legal Services	$ 3,081.00
Zashin & Rich	Legal Services	$ 2,449.60
G.Gifford Dyer Architect	Plan Review Services	$ 1,690.86
Code Consultation – Kowalczyk	Plan Review Services	$ 751.50
Michael H. Wildermuth Architect	Plan Review Services	$ 1,002.50
Aladtec	Fire Department Membership	$ 4,020.00
Beachwood Board of Education	School Bus Seatbelts	$ 22,736.00
Chagrin River Watershed Partners Inc	Public Works Membership	$ 5,402.00
Great Lakes Petroleum	Public Works Supplies	$ 12,570.40
MCCI – JustFOIA	Law Department Software	$ 4,710.00
Sedgwick Claims Management	Finance Department Services	$ 8,445.00
Tinkers Creek Watershed	Public Works Membership	$ 3,500.00
Vogley – MotoPhoto	Fire Department Services	$ 3,790.07

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 21st day of June, 2022 and presented to the Mayor.

_____
Clerk

Approval: I have approved this legislation this 22nd day of June, 2022 and filed it with the Clerk.

_____
Mayor

Summary of Engineering Invoices

June 21, 2022 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed Out	2022 ENCUMBRANCES	2021	2020
2022119-90-4	5/6/2022	$2,466.50	$0.00	$2,466.50	General		X		
2022119.04-4	5/6/2022	$4,167.00	$0.00	$4,167.00	Capital		X		
2021119.91-14	5/6/2022	$1,278.50	$0.00	$1,278.50	General		X		
2020119.11-15	5/13/2022	$3,466.50	$0.00	$3,466.50	Capital			X	
2020119.12-17	5/13/2022	$17,662.50	$0.00	$17,662.50	Capital			X	
2022119.01-4	5/13/2022	$699.50	$0.00	$699.50	General		X		
2022119.02-4	5/13/2022	$3,501.00	$0.00	$3,501.00	Street Cons.		X		
2022120.05-2	5/13/2022	$610.00	$0.00	$610.00	General		X		
2021120.14-4	5/13/2022	$3,382.50	$0.00	$3,382.50	General		X		
2021120.07-6	5/13/2022	$969.00	$0.00	$969.00	General		X		
2022119.07-1	5/13/2022	$810.00	$0.00	$810.00	General		X		
2021119.13-3	5/13/2022	$391.50	$0.00	$391.50	General		X		
2022119.05-2	5/13/2022	$1,352.00	$0.00	$1,352.00	General		X		
2021119.07-13	5/9/2022	$3,820.50	$0.00	$3,820.50	Capital			X	
		Total To Pay		**$44,577.00**					

Total Capital Fund	**$29,116.50**
Total General Fund	**$11,959.50**
Total Deposits	**$0.00**
Total Street Const. Mant.	**$3,501.00**
Less: Billable Charges	**$0.00**
Net Paid by City:	**$44,577.00**

RECEIVED

MAY 27 2022

FINANCE DEPT

GPD GROUP

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

Invoice

APPROVED FOR PAYMENT
BY: SVC
DATE: 5-17-22
P/O: 2021-02225

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

May 13, 2022
Invoice No: 2020119.11 - 15

Invoice Total **$3,466.50**

Project 2020119.11 Beachwood - Community Drive West Improvements
Service Dept.

Professional Services from March 26, 2022 to April 29, 2022

Task 200 Construction Admin./Inspection
P.O.#2021-02225

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	12.00	134.00	1,608.00	
Sr. Project Manager				
Fini, Nicholas	9.00	111.00	999.00	
Inspector				
Maleski, Theodore	4.00	57.00	228.00	
Inspector Coordinator				
Orosz, Richard	3.00	76.50	229.50	
Totals	28.00		3,064.50	
Total Labor				**3,064.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	3,064.50	64,785.25	67,849.75	
Limit			82,000.00	
Remaining			14,150.25	
		Total this Task		**$3,064.50**

Task 201 Construction Admin./Inspection
P.O.#2021-02225

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	3.00	134.00	402.00	
Totals	3.00		402.00	
Total Labor				**402.00**

Net 30 days.

Project	2020119.11	Beachwood-Community Drive W Improvements	Invoice	15

Total this Task	**$402.00**
Total this Invoice	**$3,466.50**

Outstanding Invoices

Number	Date	Balance
14	4/8/2022	12,977.25
Total		**12,977.25**

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/10/21	2020119.11-1	2020119.11	01/29/21	SERVICE	$4,866.50
03/08/21	2020119.11-2	2020119.11	02/26/21	SERVICE	$8,604.50
04/05/21	2020119.11-3	2020119.11	03/26/21	SERVICE	$13,754.00
05/10/21	2020119.11-4	2020119.11	04/30/21	SERVICE	$11,370.00
06/07/21	2020119.11-5	2020119.11	05/28/21	SERVICE	$2,157.50
07/07/21	2020119.11-6	2020119.11	06/25/21	SERVICE	$6,635.50
08/13/21	2020119.11-7	2020119.11	07/30/21	SERVICE	$7,541.07
10/08/21	2020119.11-8	2020119.11	09/24/21	SERVICE	$8,243.50
11/12/21	2020119.11-9	2020119.11	10/29/21	SERVICE	$3,669.00
12/10/21	2020119.11-10	2020119.11	11/26/21	SERVICE	$7,675.00
01/14/22	2020119.11-11	2020119.11	12/31/21	SERVICE	$13,836.00
02/11/22	2020119.11-12	2020119.11	01/28/22	SERVICE	$10,849.00
03/11/22	2020119.11-13	2020119.11	02/25/22	SERVICE	$10,693.50
04/08/22	2020119.11-14	2020119.11	03/25/22	SERVICE	$12,977.25
05/13/22	2020119.11-15	2020119.11	04/29/22	SERVICE	$3,466.50
					$ 126,338.82

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MAY 27 2022

FINANCE DEPT

GPD GROUP

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

Invoice

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

May 13, 2022
Invoice No: 2020119.12 - 17

Invoice Total $17,662.50

Project 2020119.12 Beachwood - Glenhill Sewer - Alternate 6 - Phase 2
Beachwood Blvd. Storm Sewer Improvements Beachwood Relief Sewer
Professional Services from March 26, 2022 to April 29, 2022

Task 200 Construction Admin./Inspection
P.O.#2021-02224
Max Not to Exceed $122,000.00

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	27.00	134.00	3,618.00	
Sr. Project Manager				
Fini, Nicholas	25.00	111.00	2,775.00	
Inspector				
Cortes, Hector	178.00	57.00	10,146.00	
Maleski, Theodore	13.00	57.00	741.00	
Inspector Coordinator				
Orosz, Richard	5.00	76.50	382.50	
Totals	248.00		17,662.50	
Total Labor				**17,662.50**
			Total this Task	**$17,662.50**

Billings to Date

	Current	Prior	Total
Labor	17,662.50	35,556.50	53,219.00
Totals	**17,662.50**	**35,556.50**	**53,219.00**

Total this Invoice $17,662.50

Outstanding Invoices

Number	Date	Balance
16	4/8/2022	13,486.50
Total		**13,486.50**

SUC
APPROVED FOR PAYMENT
BY:
DATE: 5-17-22
P/O: 2021-02224

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/10/21	2020119.12-1	2020119.12	01/29/21	SERVICE	$22,652.25
03/08/21	2020119.12-2	2020119.12	02/26/21	SERVICE	$12,478.88
04/05/21	2020119.12-3	2020119.12	03/26/21	SERVICE	$14,530.87
05/10/21	2020119.12-4	2020119.12	04/30/21	SERVICE	$5,404.50
06/07/21	2020119.12-5	2020119.12	05/28/21	SERVICE	$5,025.00
07/07/21	2020119.12-6	2020119.12	06/25/21	SERVICE	$5,487.75
08/13/21	2020119.12-7	2020119.12	07/30/21	SERVICE	$15,080.75
09/10/21	2020119.12-8	2020119.12	08/27/21	SERVICE	$10,450.00
10/08/21	2020119.12-9	2020119.12	09/24/21	SERVICE	$3,143.75
11/12/21	2020119.12-10	2020119.12	10/29/21	SERVICE	$7,654.00
12/10/21	2020119.12-11	2020119.12	11/26/21	SERVICE	$795.00
01/14/22	2020119.12-12	2020119.12	12/31/21	SERVICE	$2,546.00
01/14/22	2020119.12-13	2020119.12	12/31/21	SERVICE	$2,845.00
02/11/22	2020119.12-14	2020119.12	01/28/22	SERVICE	$9,175.82
03/11/22	2020119.12-15	2020119.12	02/25/22	SERVICE	$12,576.00
04/08/22	2020119.12-16	2020119.12	03/25/22	SERVICE	$13,486.50
05/13/22	2020119.12-17	2020119.12	04/29/22	SERVICE	$17,662.50

$ 160,994.57

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MAY 27 2022

FINANCE DEPT

GPD GROUP

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

Invoice

SVC
APPROVED FOR PAYMENT
BY:
DATE: 5-24-22
P/O 2021-01157

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

May 9, 2022
Invoice No: 2021119.07 - 13

Invoice Total $3,820.50

Project 2021119.07 Beachwood - Green/Bryden Culvert Design
P.O. #2021-01157

Professional Services from March 26, 2022 to April 29, 2022

Task 100 Design and Bid Documents
Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Rufener, Jesse	2.50	111.00	277.50	
Design Engineer				
Getz, Collin	28.00	95.50	2,674.00	
Totals	30.50		2,951.50	
Total Labor				**2,951.50**
		Total this Task		**$2,951.50**

Task 120 Structural
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ng, Davin	4.00	134.00	536.00	
Sr. Project Manager				
Washko, Thomas	.50	111.00	55.50	
Totals	4.50		591.50	
Total Labor				**591.50**
		Total this Task		**$591.50**

Task 150 Downstream Wall Design
Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Fini, Nicholas	2.50	111.00	277.50	
Totals	2.50		277.50	
Total Labor				**277.50**

Net 30 days.

Project	2021119.07	Beachwood - Green/Bryden Culvert Design	Invoice	13

Total this Task	**$277.50**
Total this Invoice	**$3,820.50**

Outstanding Invoices

Number	Date	Balance
12	4/4/2022	2,515.75
Total		**2,515.75**

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/05/21	2021119.07-1	2021119.07	03/26/21	SERVICE	$20,438.50
05/10/21	2021119.07-2	2021119.07	04/30/21	SERVICE	$22,361.75
06/07/21	2021119.07-3	2021119.07	05/28/21	SERVICE	$9,093.18
07/06/21	2021119.07-4	2021119.07	06/25/21	SERVICE	$6,120.75
08/09/21	2021119.07-5	2021119.07	07/30/21	SERVICE	$7,238.25
09/07/21	2021119.07-6	2021119.07	08/27/21	SERVICE	$848.25
11/08/21	2021119.07-7	2021119.07	10/29/21	SERVICE	$1,163.00
12/06/21	2021119.07-8	2021119.07	11/26/21	SERVICE	$1,095.00
01/10/22	2021119.07-9	2021119.07	12/31/21	SERVICE	$1,991.00
02/07/22	2021119.07-10	2021119.07	01/28/22	SERVICE	$3,794.20
03/07/22	2021119.07-11	2021119.07	02/25/22	SERVICE	$646.75
04/04/22	2021119.07-12	2021119.07	03/25/22	SERVICE	$2,515.75
05/09/22	2021119.07-13	2021119.07	04/29/22	SERVICE	$3,820.50

$ 81,126.88

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MAY 27 2022

FINANCE DEPT

GPD GROUP

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

Invoice

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

May 13, 2022
Invoice No: 2021119.13 - 3

Invoice Total $391.50

Project 2021119.13 Beachwood - City EV Charging Station
Service Dept.
Professional Services from March 26, 2022 to April 29, 2022

Task 001 Design
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	1.00	134.00	134.00	
Sr. Project Manager				
Sheets, Zachery	2.00	111.00	222.00	
CAD Drafter				
Kinder, Meryl	.50	71.00	35.50	
Totals	3.50		391.50	
Total Labor				**391.50**
		Total this Task		**$391.50**
		Total this Invoice		**$391.50**

Billings to Date

	Current	Prior	Total
Labor	391.50	3,915.75	4,307.25
Totals	**391.50**	**3,915.75**	**4,307.25**

Service

~~Bldg~~

APPROVED FOR PAYMENT
BY: C Ciuni
DATE: 5-24-22
P/O: 2022-00074

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
10/08/21	2021119.13-1	2021119.13	09/24/21	SERVICE	$833.50
11/12/21	2021119.13-2	2021119.13	10/29/21	SERVICE	$3,082.25
05/13/22	2021119.13-3	2021119.13	04/29/22	SERVICE	$391.50
					$ 4,307.25

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MAY 27 2022

FINANCE DEPT

GPD GROUP

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

Invoice

City of Beachwood
Attn: Accounts Payable-accounts@beachwoodohio.com
P.O. Box 22659
Beachwood, OH 44122

May 6, 2022
Invoice No: 2021119.91 - 14

Invoice Total $1,278.50

Project 2021119.91 Beachwood - Richmond Road Signals
P.O. #2021-00640
Max Not to Exceed $111,500.00

Professional Services from March 26, 2022 to April 29, 2022

Task 051 Plan Development

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Hobbs, Michael	2.00	134.00	268.00	
Sr. Project Manager				
Westbrooks, Kevin	4.00	111.00	444.00	
Design Engineer				
Summerville, Marcus	3.00	95.50	286.50	
Environmental Specialist				
Lopez, Eric	3.50	80.00	280.00	
Totals	12.50		1,278.50	
Total Labor				**1,278.50**
			Total this Task	**$1,278.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	1,278.50	56,003.64	57,282.14
Limit			111,500.00
Remaining			54,217.86

Total this Invoice $1,278.50

Outstanding Invoices

Number	**Date**	**Balance**
13	3/31/2022	2,267.00
Total		**2,267.00**

P01

APPROVED FOR PAYMENT
BY:
DATE: 5/16/22
P/O: 2021-00640

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
05/07/21	2021119.91-2	2021119.91	04/30/21	POLICE	$467.50
04/02/21	2021119.91-1	2021119.91	03/26/21	POLICE	$598.50
06/04/21	2021119.91-3	2021119.91	05/28/21	POLICE	$4,718.50
07/01/21	2021119.91-4	2021119.91	06/25/21	POLICE	$12,051.00
08/10/21	2021119.91-5	2021119.91	07/30/21	POLICE	$9,089.50
09/03/21	2021119.91-6	2021119.91	08/27/21	POLICE	$1,410.50
10/06/21	2021119.91-7	2021119.91	09/24/21	POLICE	$17,038.00
11/05/21	2021119.91-8	2021119.91	10/29/21	POLICE	$961.14
12/02/21	2021119.91-9	2021119.91	11/26/21	POLICE	$5,049.50
01/14/22	2021119.91-10	2021119.91	12/31/21	POLICE	$834.50
02/03/22	2021119.91-11	2021119.91	01/28/22	POLICE	$957.00
03/04/22	2021119.91-12	2021119.91	02/25/22	POLICE	$561.00
03/31/22	2021119.91-13	2021119.91	03/25/22	SERVICE	$2,267.00
05/06/22	2021119.91-14	2021119.91	04/29/22	POLICE	$1,278.50
					$ 57,282.14

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MAY 27 2022

FINANCE DEPT

GPD GROUP

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

Invoice

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

May 13, 2022
Invoice No: 2021120.07 - 6

Invoice Total $969.00

Project 2021120.07 Beachwood - Truck Park
Building Dept.
Professional Services from March 26, 2022 to April 29, 2022

Task 100 Plan Review and Construction Inspection
Professional Personnel

	Hours	Rate	Amount	
Inspector				
Cortes, Hector	17.00	57.00	969.00	
Totals	17.00		969.00	
Total Labor				**969.00**
			Total this Task	**$969.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	969.00	3,163.50	4,132.50
Limit			4,500.00
Remaining			367.50

Total this Invoice $969.00

Outstanding Invoices

Number	Date	Balance
5	4/8/2022	1,901.00
Total		**1,901.00**

Bldg
APPROVED FOR PAYMENT
BY: WG
DATE: 5/13/22
P/O: 2022-00074

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
06/07/21	2021120.07-1	2021120.07	05/28/21	BUILDING	$447.50
07/07/21	2021120.07-2	2021120.07	06/25/21	BUILDING	$250.00
08/13/21	2021120.07-3	2021120.07	07/30/21	BUILDING	$515.00
10/08/21	2021120.07-4	2021120.07	09/24/21	BUILDING	$50.00
04/08/22	2021120.07-5	2021120.07	03/25/22	BUILDING	$1,901.00
05/13/22	2021120.07-6	2021120.07	04/29/22	BUILDING	$969.00
					$ 4,132.50

RECEIVED

MAY 27 2022

FINANCE DEPT

GPD GROUP

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

Invoice

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

May 13, 2022
Invoice No: 2021120.14 - 4

Invoice Total $3,382.50

Project 2021120.14 Beachwood - AT&T Fiber Installations

Professional Services from March 26, 2022 to April 29, 2022

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount
Inspector			
Cortes, Hector	3.00	57.00	171.00
Maleski, Theodore	55.00	57.00	3,135.00
Inspector Coordinator			
Orosz, Richard	1.00	76.50	76.50
Totals	59.00		3,382.50
Total Labor			**3,382.50**

Total this Task **$3,382.50**

Total this Invoice **$3,382.50**

Outstanding Invoices

Number	Date	Balance
3	4/8/2022	570.00
Total		**570.00**

Billings to Date

	Current	Prior	Total
Labor	3,382.50	1,996.00	5,378.50
Totals	**3,382.50**	**1,996.00**	**5,378.50**

Bldg
APPROVED FOR PAYMENT
BY: WG
DATE: 5/13/22
P/O: 2022-00074

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
11/12/21	2021120.14-1	2021120.14	10/29/21	BUILDING	$530.00
12/10/21	2021120.14-2	2021120.14	11/26/21	BUILDING	$896.00
04/08/22	2021120.14-3	2021120.14	03/25/22	BUILDING	$570.00
05/13/22	2021120.14-4	2021120.14	04/29/22	BUILDING	$3,382.50
					$ 5,378.50

RECEIVED

MAY 27 2022

FINANCE DEPT

GPD GROUP

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

Invoice

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

May 13, 2022
Invoice No: 2022119.01 - 4

Invoice Total $699.50

Project 2022119.01 Beachwood - General Engineering
Service Dept.
Professional Services from March 26, 2022 to April 29, 2022

Task 200 General Engineering(Under $2,500.00 Fee)
Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Fini, Nicholas	2.00	111.00	222.00	
County 50-50 app.				
Design Engineer				
Saunders, Andrew	5.00	95.50	477.50	
City map updates.				
Totals	7.00		699.50	
Total Labor				**699.50**
			Total this Task	**$699.50**

Billings to Date

	Current	Prior	Total
Labor	699.50	2,160.50	2,860.00
Totals	**699.50**	**2,160.50**	**2,860.00**

Total this Invoice $699.50

Outstanding Invoices

Number	Date	Balance
3	4/8/2022	710.75
Total		**710.75**

Billings to Date

	Current	Prior	Total
Labor	699.50	4,380.50	5,080.00
Totals	**699.50**	**4,380.50**	**5,080.00**

Bldg
APPROVED FOR PAYMENT
WG
BY:
DATE: 5/13/22
P/O: 2022-00074

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/11/22	2022119.01-1	2022119.01	01/28/22	BUILDING	$1,600.50
03/11/22	2022119.01-2	2022119.01	02/25/22	SERVICE	$2,069.25
04/08/22	2022119.01-3	2022119.01	03/25/22	SERVICE	$710.75
05/13/22	2022119.01-4	2022119.01	04/29/22	SERVICE	$699.50

$	5,080.00

RECEIVED
MAY 27 2022
FINANCE DEPT

GPD GROUP

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

Invoice

City of Beachwood
Attn: Accounts Payable-accounts@beachwoodohio.com
P.O. Box 22659
Beachwood, OH 44122

May 13, 2022
Invoice No: 2022119.02 - 4

Invoice Total $3,501.00

Project 2022119.02 Beachwood - 2022 Road Program
Service Dept.
P.O.#2022-00576
Max Not to Exceed $110,000.00

Professional Services from March 26, 2022 to April 29, 2022

Task 100 Design

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	19.00	134.00	2,546.00	
Sr. Project Manager				
Fini, Nicholas	3.00	111.00	333.00	
Totals	22.00		2,879.00	
Total Labor				**2,879.00**
		Total this Task		**$2,879.00**

Billings to Date

	Current	Prior	Total
Labor	2,879.00	24,770.25	27,649.25
Totals	**2,879.00**	**24,770.25**	**27,649.25**

Task 170 Survey

Professional Personnel

	Hours	Rate	Amount	
Survey Project Manager				
Provost, Andrew	1.00	102.00	102.00	
Staff Designer				
Riggen, IV, John	8.00	65.00	520.00	
Totals	9.00		622.00	
Total Labor				**622.00**
		Total this Task		**$622.00**

SVC
APPROVED FOR PAYMENT
BY: _____
DATE: 5-17-22
P/O: 2022-00576

Net 30 days.

Project	2022119.02	Beachwood - 2022 Road Program	Invoice	4

Billings to Date

	Current	Prior	Total
Labor	622.00	2,790.00	3,412.00
Totals	**622.00**	**2,790.00**	**3,412.00**

Billing Limits	Current	Prior	To-Date
Total Billings	3,501.00	27,560.25	31,061.25
Limit			110,000.00
Remaining			78,938.75

Total this Invoice **$3,501.00**

Outstanding Invoices

Number	Date	Balance
3	4/8/2022	9,021.75
Total		**9,021.75**

Billings to Date

	Current	Prior	Total
Labor	3,501.00	27,560.25	31,061.25
Totals	**3,501.00**	**27,560.25**	**31,061.25**

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/11/22	2022119.02-1	2022119.02	01/28/22	SERVICE	$7,379.00
03/11/22	2022119.02-2	2022119.02	02/25/22	SERVICE	$11,159.50
04/08/22	2022119.02-3	2022119.02	03/25/22	SERVICE	$9,021.75
05/13/22	2022119.02-4	2022119.02	04/29/22	SERVICE	$3,501.00

$ 31,061.25

RECEIVED
MAY 27 2022
FINANCE DEPT

GPD GROUP

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

Invoice

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

May 6, 2022
Invoice No: 2022119.04 - 4

Invoice Total $4,167.00

Project 2022119.04 Beachwood -Timberlane/Green San Relief
P.O. #2022-00316
Max Not to Exceed $299,506.00
Professional Services from March 26, 2022 to April 29, 2022

Task 100 Design
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Hewitt, James	2.00	134.00	268.00	
Sr. Engineer				
DiCesare, David	5.00	102.00	510.00	
Totals	7.00		778.00	
Total Labor				**778.00**
			Total this Task	**$778.00**

Task 170 Survey
Professional Personnel

	Hours	Rate	Amount	
Survey Project Manager				
Provost, Andrew	2.00	102.00	204.00	
Staff Designer				
Riggen, IV, John	49.00	65.00	3,185.00	
Totals	51.00		3,389.00	
Total Labor				**3,389.00**
			Total this Task	**$3,389.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	4,167.00	23,316.50	27,483.50	
Limit			299,506.00	
Remaining			272,022.50	
			Total this Invoice	**$4,167.00**

SVC
APPROVED FOR PAYMENT
BY:
DATE: 5-17-22
P/O: 2022-00316

Net 30 days.

Project	2022119.04	Beachwood -Timberlane/Green San Relief	Invoice	4

Outstanding Invoices

Number	Date	Balance
3	3/30/2022	7,334.00
Total		**7,334.00**

Net 30 days.

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/11/22	2022119.04-1	2022119.04	01/28/22	SERVICE	$687.50
03/09/22	2022119.04-2	2022119.04	02/25/22	SERVICE	$15,295.00
03/31/22	2022119.04-3	2022119.04	03/25/22	SERVICE	$7,334.00
05/06/22	2022119.04-4	2022119.04	04/29/22	SERVICE	$4,167.00
					$ 27,483.50

RECEIVED

MAY 27 2022

FINANCE DEPT

GPD GROUP

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

Invoice

Service

APPROVED FOR PAYMENT
BY:
DATE: 5-24-22
P/O: 2022-00074

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

May 13, 2022
Invoice No: 2022119.05 - 2

Invoice Total **$1,352.00**

Project 2022119.05 Beachwood-Aquatic Center-New Playground
Service Dept.
Professional Services from March 26, 2022 to April 29, 2022

Task 100 Master Plannig
Professional Personnel

	Hours	Rate	Amount	
Sr. Landscape Architect				
Valentic, Ivan	6.00	102.00	612.00	
Totals	6.00		612.00	
Total Labor				**612.00**
		Total this Task		**$612.00**

Task 170 Survey and Mapping
Professional Personnel

	Hours	Rate	Amount	
Surveyor				
Novak, Rick	7.00	90.00	630.00	
Survey Technician				
Mills, Justin	2.00	55.00	110.00	
Totals	9.00		740.00	
Total Labor				**740.00**
		Total this Task		**$740.00**
		Total this Invoice		**$1,352.00**

Outstanding Invoices

Number	Date	Balance
1	4/8/2022	1,034.00
Total		**1,034.00**

Billings to Date

	Current	Prior	Total
Labor	1,352.00	1,034.00	2,386.00
Totals	**1,352.00**	**1,034.00**	**2,386.00**

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/08/22	2022119.05-1	2022119.05	03/25/22	SERVICE	$1,034.00
05/13/22	2022119.05-2	2022119.05	04/29/22	SERVICE	$1,352.00
					$ 2,386.00

RECEIVED

MAY 27 2022

FINANCE DEPT

GPD GROUP

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

Invoice

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

May 13, 2022
Invoice No: 2022119.07 - 1

Invoice Total $810.00

Project 2022119.07 Beachwood - Dead Tree Surveys

Professional Services from March 26, 2022 to April 29, 2022

Task 170 24125 and 24100 Woodside

Professional Personnel

	Hours	Rate	Amount
Surveyor			
Novak, Rick	9.00	90.00	810.00
Totals	9.00		810.00
Total Labor			**810.00**
		Total this Task	**$810.00**
		Total this Invoice	**$810.00**

Billings to Date

	Current	Prior	Total
Labor	810.00	0.00	810.00
Totals	**810.00**	**0.00**	**810.00**

SVC
APPROVED FOR PAYMENT
BY: CC
DATE: 5-17-22
P/O: 2022-00075

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
05/13/22	2022119.07-1	2022119.07	04/29/22	SERVICE	$810.00

$	810.00

RECEIVED
MAY 27 2022
FINANCE DEPT

GPD GROUP

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

Invoice

City of Beachwood
Attn:Chief Katherine Dolan
kate.dolan@beachwoodohio.com
2700 Richmond Road
Beachwood, OH 44122

May 6, 2022
Invoice No: 2022119.90 - 4

Invoice Total $2,466.50

Project 2022119.90 Beachwood - Traffic Engineering Services
P.O. #2022-00148
Max Not to Exceed $36,000.00
Professional Services from March 26, 2022 to April 29, 2022

Task 053 April Traffic Services
Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Westbrooks, Kevin	10.00	111.00	1,110.00	
Sr. Engineer				
Deibel, Curtis	3.00	102.00	306.00	
Design Engineer				
Ferrell, Brett	11.00	95.50	1,050.50	
Totals	24.00		2,466.50	
Total Labor				**2,466.50**
			Total this Task	**$2,466.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	2,466.50	7,674.30	10,140.80
Limit			36,000.00
Remaining			25,859.20

Total this Invoice $2,466.50

Outstanding Invoices

Number	Date	Balance
3	3/31/2022	1,838.50
Total		**1,838.50**

PO1
APPROVED FOR PAYMENT
BY:
DATE: 5/16/22
PO#: 2022-00148

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/03/22	2022119.90-1	2022119.90	01/28/22	POLICE	$2,040.80
03/04/22	2022119.90-2	2022119.90	02/25/22	POLICE	$3,795.00
03/31/22	2022119.90-3	2022119.90	03/25/22	POLICE	$1,838.50
05/06/22	2022119.90-4	2022119.90	04/29/22	POLICE	$2,466.50
					$ 10,140.80

RECEIVED

MAY 27 2022

FINANCE DEPT

GPD GROUP

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

Invoice

Bldg

APPROVED FOR PAYMENT

BY: WH

DATE: 5/13/22

P/O: 2022-00074

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

May 13, 2022
Invoice No: 2022120.05 - 2

Invoice Total **$610.00**

Project 2022120.05 Beachwood - Inspection - New Homes

Professional Services from March 26, 2022 to April 29, 2022

Task 100 Construction Inspection SWPPP

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	1.00	134.00	134.00
24835 Twickenham			
Ciuni, Joseph	1.00	134.00	134.00
3250 Green Road			
Inspector			
Maleski, Theodore	2.00	57.00	114.00
Contractor installing laterals & clean outs - no county inspection. Bad erosion control.			
Maleski, Theodore	2.00	57.00	114.00
2547 Brentwood - Slit Fence not up mud on street, on site & called builder to advise what was needed.			
Maleski, Theodore	1.00	57.00	57.00
24850 S. Woodland			
Maleski, Theodore	1.00	57.00	57.00
Meeting at Building Dept.			
Totals	8.00		610.00
Total Labor			**610.00**

Total this Task **$610.00**

Total this Invoice **$610.00**

Outstanding Invoices

Number	Date	Balance
1	4/8/2022	1,448.00
Total		**1,448.00**

Billings to Date

	Current	Prior	Total
Labor	610.00	1,448.00	2,058.00
Totals	**610.00**	**1,448.00**	**2,058.00**

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/08/22	2022120.05-1	2022120.05	03/25/22	BUILDING	$1,448.00
05/13/22	2022120.05-2	2022120.05	04/29/22	BUILDING	$610.00

$	2,058.00

ROETZEL
FOCUSED ON WHAT MATTERS TO YOU

RECEIVED
MAY 27 2022
FINANCE DEPT

REMIT TO ADDRESS:
222 S. Main Street
Akron, Ohio 44308-1500
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID #34-1245415

REMITTANCE PAGE

For Professional Services Rendered

Email to: accounts@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD,OH 44122

PLEASE INDICATE INVOICE NUMBER ON REMITTANCE
Invoice: 1373606
Client/Matter: 144096.0001
Billing Atty: BYF
May 3, 2022

APPROVED FOR PAYMENT
BY: [signature]
DATE: 5/19/22
P/O:

[redacted]

Invoice Total **$ 3,081.00**

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
222 S. Main Street
Akron, OH 44308-1500

Please Note New Wiring Instructions

[redacted]

ZASHIN & RICH
Ernst & Young Tower | 950 Main Avenue, 4th Floor | Cleveland, Ohio 44113 | p. 216.696.4441 | f. 216.696.1618 | zrlaw.com

DATE: 4/6/2022

P.O. NUMBER: 2021-00552

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

RECEIVED
MAY 27 2022
FINANCE DEPT

Privileged & Confidential

[redacted]

Total Fees for Services Rendered	**$252.00**
Total Expenses	**$12.80**
Total Amount Due for this Matter	**$264.80**

BILL SUMMARY

Total Fees for Services Rendered	**$252.00**
Total Expenses	**$12.80**
Total Amount Due for this Invoice	**$264.80**

APPROVED FOR PAYMENT
BY:
DATE: 5/9/22
P/O:

ZASHIN & RICH

Ernst & Young Tower | 950 Main Avenue, 4th Floor | Cleveland, Ohio 44113 | p: 216 696 4441 | f: 216 696 1618 | zrlaw.com

DATE: 4/29/2022

P.O. NUMBER: 2021-00552

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

RECEIVED
MAY 27 2022
FINANCE DEPT

Privileged & Confidential

[redacted]

Total Fees for Services Rendered	**$84.00**
Total Expenses	**$0.60**
Total Amount Due for this Matter	**$84.60**

BILL SUMMARY

Total Fees for Services Rendered	**$84.00**
Total Expenses	**$0.60**
Total Amount Due for this Invoice	**$84.60**

APPROVED FOR PAYMENT
BY: [signature]
DATE: 5/19/22
P/O: _____

RECEIVED

MAY 31 2022

FINANCE DEPT

ZASHIN & RICH

Ernst & Young Tower | 950 Main Avenue, 4th Floor | Cleveland, Ohio 44113 | p: 216 696 4441 | f: 216 696 1618 | zrlaw.com

DATE: 5/27/2022

P.O. NUMBER: 2021-00552

CLIENT: Beachwood, City of
Attn: Accounts Payable
25325 Fairmount Blvd.
Beachwood, Ohio 44122
accounts@beachwoodohio.com

Privileged & Confidential

[redacted]

APPROVED FOR PAYMENT
BY:
DATE: 5/31/22
P/O:

Total Fees for Services Rendered	**$2,100.00**
Total Expenses	**$0.20**
Total Amount Due for this Matter	**$2,100.20**

BILL SUMMARY

Total Fees for Services Rendered	**$2,100.00**
Total Expenses	**$0.20**
Total Amount Due for this Invoice	**$2,100.20**

RECEIVED
JUN 07 2022
FINANCE DEPT

G. GIFFORD DYER-ARCHITECT
4680 BRAINARD ROAD
CHAGRIN FALLS, OH 44022-1506
Phone 216-870-0142

June 1, 2022

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 2022	$1,690.86
(Cost breakdown sheet attached)	
Total amount due	$1,690.86

Thank You,

G. Gifford Dyer

APPROVED FOR PAYMENT
BY: Wilh Gracwold
DATE: 6/3/22
P/O:

G. GIFFORD DYER-ARCHITECT

BEACHWOOD PLAN REVIEW

Month MAY, 2022

GG Dyer Job No.	Beachwood PR No.	Job Name----------	Time	Charge
CB 22-12	2022-03653	NEW LAB FACILITY TRAILHEAD BIOSYSTEMS 23215 COMMERCE PARK ROAD	6 HR	$501.00 ✓
CB 22-11	2022-03653	SPRINKLER - CLEVE. CLINIC LAKEWOOD 3700 PARK EAST DRIVE SUITE 100	1 1/2 HR	$125.25 ✓
CB 22-13	2022-04151	EMPASS HEALTH CARE 25201 CHAGRIN BLVD	4 1/2 HR	$375.75 ✓
CB 22-14	2022-04070	SUITE 209 PARKWAY MEDICAL BLDG 3609 PARK EAST DRIVE	1 3/4 HR	$146.12 ✓
CB 22-15	2022-14544	DR WEINBERG 3690 ORANGE PLACE - SUITE 310	4 3/4 HR	$396.62 ✓
CB 22-03	2022-00203	CRUBL COOKIES 24345 CHAGRIN BLVD	1 3/4 HR	$146.12 ✓
		TOTAL	20 1/4 HR	$1,690.86

June 1, 2022

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 2022 (See attached sheet for breakdown)	$751.50

Total amount due

Seven Hundred Fifty-One Dollars and Fifty Cents	**$751.50**

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



Paul Kowalczyk, MPE #798

City of Beachwood
Plan Examination Services
May 2022 Invoice

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2021-40411	BW22-13.1 5/5/22	Beachwood Truck Park 24619 Chagrin Blvd. Fire Alarm System – **2nd submission**	30 min.	$41.75
2022-04100	BW22-14 5/9/22	Mindpath Health 23600 Commerce Park Road, Suite C Interior Alterations	3 hours	$250.50
2022-04184	BW22-15 5/12/22	Beachwood Truck Park 24619 Chagrin Blvd. Fire Sprinkler System	1 hour 30 min.	$125.25
2021-40411	BW22-13.2 5/17/22	Beachwood Truck Park 24619 Chagrin Blvd. Fire Alarm System – **3rd submission**	1 hour	$83.50
2021-04285	BW22-16 5/22/22	Site Centers Corporation 3300 Enterprise Parkway Fire Alarm System	1 hour 30 min.	$125.25
2022-04184	BW22-15.1 5/25/22	Beachwood Truck Park 24619 Chagrin Blvd. Fire Sprinkler System – **2nd submission**	30 min.	$41.75
2022-02529	BW22-17 5/25/22	CCF BD FHC Sterile Processing Relocation 26900 Cedar Road Fire Sprinkler System Alterations	1 hour	$83.50
Total:				**$751.50**

Paul Kowalczyk, MPE #798

MHW

MICHAEL H. WILDERMUTH, AIA, ARCHITECT

RECEIVED
22 MAY -9 AM 7:35
CITY OF BEACHWOOD

May 8, 2022

APPROVED FOR PAYMENT
BY: Willa Griswold
DATE: 5/10/22
P/O:

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

Re: Building Department
Plan Review Services for April 2022

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

Plan Review for the month of April 2022	$1,002.50
Cost Breakdown Sheet Attached	
Total amount due.....	**$1,002.50**

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

All General Fund

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

Council 5/23/22

MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

		February 2022		
MHW Job No	Beachwood Receipt No.	Job Name	Time	
CB2204-01 4-2-2022	2022-02594	Stratos Wealth Partners	2.5 H	$208.75
CB2205-01 4-2-2022	2022-02519	Surgical Science	2.5 H	$208.75
CB2206-01 4/2/2022	2022-02620	Park East Parking West	2.0	$167.00
CB2207-01 4-18-2022	2022-02304	UH Executive Health	3.0	$250.50
CB2208-01 4-18-2022	2022-02916	Beachwood Warehouse FP	2.0	$167.00
		Total	**12H**	**$1002.50**

Aladtec
1 Time Clock Drive
San Angelo, TX 76904

INVOICE

Aladtec
888.749.5550
support@aladtec.com

Bill To	Ship To
Beachwood Fire Rescue Accounts Payable Accounting 2655 Richmond Rd Beachwood, Ohio 44122	Beachwood Fire Rescue Accounts Payable Accounting 2655 Richmond Rd Beachwood, Ohio 44122

Customer	Invoice	Invoice Date	Due Date
Beachwood Fire Rescue	INV00189014	06/01/2022	07/01/2022

Sales Rep	Payment Term	PO Number
	Net 30	

Description	Ordered	Unit Cost	Total
*Aladtec Subscription - Annual 06/11/2022-06/10/2023	51	71.63	$3,653.00
*Aladtec API Access- Annual 06/11/2022-06/10/2023	51	7.20	$367.00

Notes:

Gross Amount	$4,020.00
Tax	$0.00
Total	$4,020.00
Payments	
Invoice Balance	**$4,020.00**
Currency	USD

Beachwood Board of Education
24601 Fairmount Blvd
Beachwood, OH 44122
Tax Exempt Federal EIN 34-6000212
INVOICES GO TO ap@beachwoodschools.org

PURCHASE ORDER NO. 22001628

PAGE NO. 1

RECEIVED
MAY 31 2022
FINANCE DEPT

THEN & NOW CERTIFICATE_____
FUNDS WERE AVAILABLE THEN & NOW.

VENDOR
cbly@cardinalbussales.com
1836
CARDINAL BUS SALES
6280 HARDING HIGHWAY
LIMA OH 45801

SHIP TO
0-BEACHWOOD BOARD OF EDUCATION
ATTN: KELLY WRIGHT
24601 FAIRMOUNT BLVD
BEACHWOOD, OH 44122
ATTN: KOSS
Purchasing@beachwoodschools.org

ORDER DATE: 03/11/22	BUYER: WRIGHT	REQ. NO.: R2201951	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: QUOTE FOR OSC BID	

ITEM	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	2.00		78 PASSENGER BLUE BIRD BBCV 3507 OSC BID	109910.0000	219,820.00

APPROVED FOR PAYMENT
BY: _____
DATE: 5/31/22
P/O: _____

ITEM	ACCOUNT	AMOUNT	PROJECT CODE
	0012829000000600 660	107,084.00	
	0199019282900600 660	22,736.00	
	4999122282900600 660	90,000.00	

PAGE TOTAL $	219,820.00
TOTAL $	219,820.00

It is hereby certified that the above amount required to meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the treasury or in process of collection to the credit of the Funds of the Board of Education free from any obligation or certification now outstanding. If price exceeds 10%, call 216-464-2600 ext 238
We do not pay interest or late charges

Michele E. Mills

APPROVED BY _____
Michele E. Mills, Treasurer

Larry Heiser

From: Michele Mills <mm@beachwoodschools.org>
Sent: Thursday, May 12, 2022 10:57 AM
To: Larry Heiser
Subject: PO and back up for seatlbelts
Attachments: PO 22001628.pdf; FY22-Bus-Purchase-Allocation-for-website (2).xlsx

***City of Beachwood Notice *** This e-mail is from an external source. Think before you click links or open attachments.

Hi Larry,
We are purchasing 2 buses. The seat belts are 11,368/bus (22,736 in total). Let me know if you need anything else from me. Thanks

Michele

--
Michele E. Mills
Treasurer/CFO
Beachwood City Schools
24601 Fairmount Blvd.
Beachwood, Ohio 44122-2298
216-464-8164 phone
216-292-2340 fax

PLEASE NOTE: This message and any response to it may constitute a public record and, therefore, may be subject to disclosure upon request under Ohio law. However, if electronic communications contain student records or medical information, they shall be maintained as confidential to the fullest extent of the law. If you have received this electronic communication erroneously, please notify the sender immediately.

Chagrin River Watershed Partners, Inc.
P.O. Box 229
Willoughby, OH 44096-0229 US
440-975-3870
lmoran@crwp.org
www.crwp.org

RECEIVED
MAY 27 2022
FINANCE DEPT

INVOICE

BILL TO
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

INVOICE # 2239
DATE 01/31/2022

ACTIVITY	QTY	RATE	AMOUNT
Member Dues January 1, 2022 through December 31, 2022 Chagrin River Watershed Partners Member Dues	1	5,402.00	5,402.00

BALANCE DUE **$5,402.00**

APPROVED FOR PAYMENT
BY: C Arnold
DATE: 5-12-22
P/O:

Invoice

Remit To:
Great Lakes Petroleum
PO Box 780040
Philadelphia, PA 19178-0040

For Inquiries, please contact us at:
Email: northbilling@glpetro.com
Phone: (216) 478-0501
Toll Free: (800) 686-FILL (3455)

GREAT LAKES PETROLEUM

Invoice Number:	1899517-IN
Invoice Date:	05/26/2022
BOL No. / Comment	BOL# 473276,000106019
Order Number:	1899517
Order Date	05/25/2022
Salesperson:	OHG
Customer Number:	01-0001189
Ship Date	05/26/2022

RECEIVED
MAY 31 2022
FINANCE DEPT

Sold To:
CITY OF BEACHWOOD - OHG
25325 FAIRMONT BLVD
BEACHWOOD, OH 44122-0000
(216) 292-1913

Ship To: **1001**
BEACHWOOD-2700 RICHMOND RD
2700 RICHMOND RD
BEACHWOOD, OH 44122-1780
(216) 595-3715

Customer P.O.	**F.O.B.**	**Terms**
		Net 30

Item Number	Unit	Shipped			Price	Amount
187	GALS	3,009.7			3.7740	11,358.61
87 OCTANE 10% ETHANOL			**Truck:**	473		
FED Environmental Fee					0.00193	5.81
Fed LUST Tax					0.00100	3.01
OH Excise Tax					0.38500	1,158.73
OH PAT Tax					0.01470	44.24
					4.17663	12,570.40

Environmental Fee:	
Net Invoice:	12,570.40
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	**12,570.40**
Invoice Due Date:	**06/25/2022**

A convenience fee will be added to all invoices paid with credit card

mcc1

JustFOIA

RECEIVED
22 APR 18 AM 10:52
CITY OF BEACHWOOD

Bill To:
City of Beachwood
Attention: Diane Calta
2700 Richmon Road
Beachwood, OH 44122

Invoice Number	RN7606
Invoice Date	4/15/2022
PO Number	
Payment Terms	Net 30
Customer ID	BEACHWDOH01
End Customer ID	Beachwood

Reference: Annual Billing for 2022-2023

JustFOIA Renewal Coverage Dates: 6/27/2022 - 6/26/2023

Description	Extended Amount
Subscription (JF)	
Product Group Total	$4,017.00
Supplemental Support Subscription (JF)	
Product Group Total	$693.00

Subtotal	$4,710.00
Downpayment Applied	-$0.00
Sales Tax	$0.00
Total Due	$4,710.00

Electronic Payment Information:
JustFOIA Operating
c/o Enterprise Bank
ABA: 081006162
Account: 1512286
(800) 342-2633

Thank you for your business.

Mail-in Payment Information
JustFOIA, Inc.
c/o Enterprise Bank
P.O. Box 790379
St. Louis, MO 63179-0379
(800) 342-2633

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311

Exhibit A

To view the Sedgwick service agreement covering particpation in this exhibit visit
https://viaoneohio.sedgwick.com/Rating/2023PEgroupcontract.pdf
password: group2023

sedgwick

RENEWAL INVOICE

RECEIVED
22 MAY -9 PM 10: 13
CITY OF BEACHWOOD

Bill To:

LARRY HEISER
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD
BEACHWOOD, OH 44122

Invoice date: April 29, 2022
Invoice #:1344130
Policy #: 80080000
Group #: 06142
Rating Year: 2023
Due Date: Upon Receipt

GROUP RETROSPECTIVE RATING	
The enrollment fee covers: * Services for the annual contract period beginning 09/01/2022 * Policy Year: Group Retrospective enrollment for **January 1, 2023 to December 31, 2023** * Ohio Association of Public Treasurer membership dues	**Annual Fee** **$8,445**

Please sign and return enclosed U-153 enrollment form and invoice with remittance to:

For checks make payable and send to:
Sedgwick
PO Box 89456
Cleveland, OH 44101-6456

OR

VISA DISCOVER

Credit card account number:

Amount to be charged: **$8,445** Expiration date:

Print name as it appears on card:

Signature:

By signing above you authorize Sedgwick to charge your credit card in the amount as shown above, and agree to pay the amount shown above according to your credit card agreement

Or to enroll and pay online visit
www.sedgwick.com/ohiotpa/enroll

By returning this invoice or by remittance of the service fee, Client acknowledges and accepts all terms and conditions of the workers' compensation service agreement. Said agreement is hereby incorporated by reference herein (see link above).

This invoice is for Sedgwick's workers' compensation third party administration services pursuant to a service agreement between your company and Sedgwick. Client acknowledges that payment of this invoice does not constitute or guarantee enrollment in any workers' compensation discount/alternative rating program.

Printed Name	X Signature	Title	Date
larry.heiser@beachwoodohio.com	(216)292-1913	If your organization has merged with or acquired another company in the last year, or plans to up through the policy year noted above, initial here and contact our office immediately to review your options.	
Email Address	Phone Number		

Questions? Contact Mike Vostatek at (330) 782-0363 or Michael.Vostatek@sedgwick.com

sedgwick

2023 Group Retrospective Rating Analysis

Employer:	City Of Beachwood	**TM:**	1%
Policy No.:	80080000	**EMR:**	1.01
Max Refund:	64.40%	**Max Assessment:**	15%

Target Refund : 42% **Target Refund: $128,776**

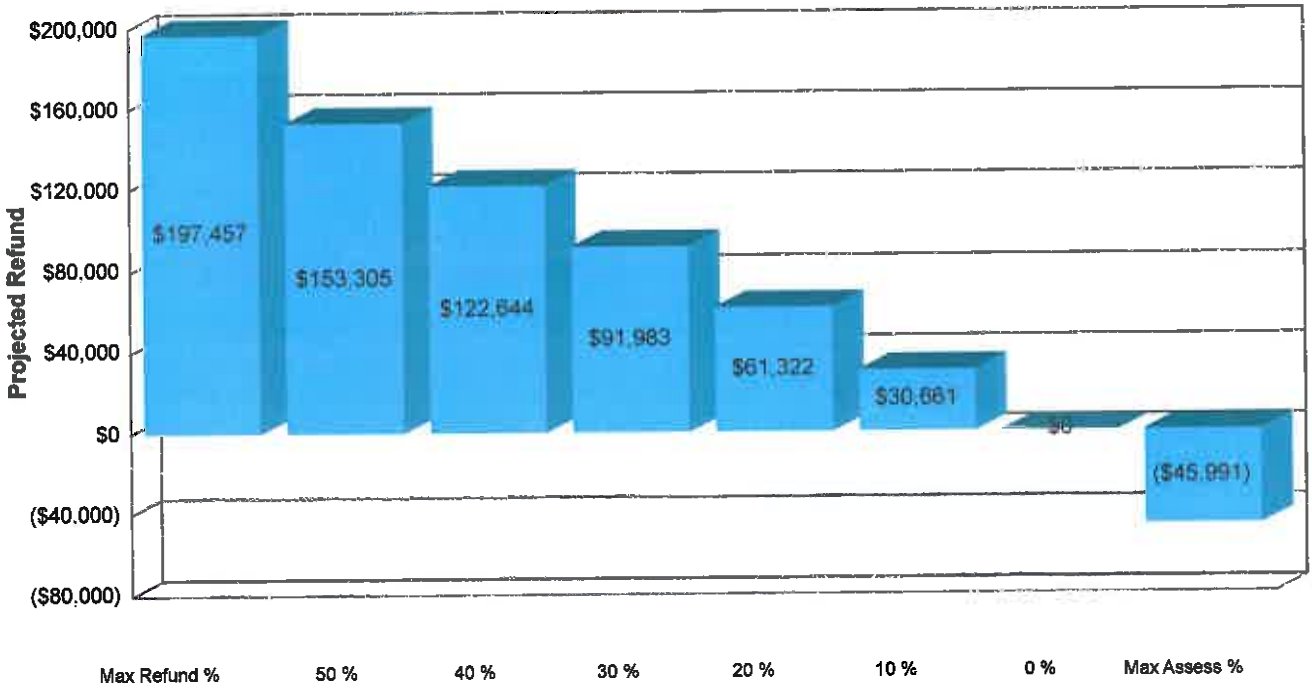
Estimated Individual Premium:	$387,980
Less BWC Admin & DWRF:	$81,370
Estimated Standard Premium:	$306,610

Estimated Maximum Savings:	$197,457
Estimated Maximum Assessment:	$45,991

BWC will conduct three (3) annual evaluations to determine the refund/assessment.
Your projected annual refunds are:

1st Evaluation Refund	103,021
2nd Evaluation Refund	23,180
3rd Evaluation Refund	2,576

Estimated Refund Range



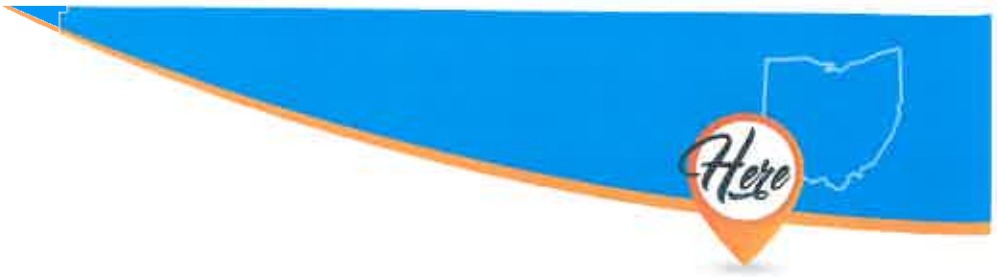
*The 2023 premium amounts are for the payroll period from 1/01/2023 to 12/31/2023.

Please note that actual group refunds/assessments will be dependent on the performance of the entire group.
This projection is to be used as a guideline only for decision making purposes. The results should not be construed as actual.

April 29, 2022

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sedgwick



Why Sedgwick public employers

Sedgwick is the preferred partner of Ohio public employers

Sedgwick is proud to deliver workers' compensation claims management and cost containment strategies to nearly 65,000 hard-working Ohio employers and have the endorsement of more than 340 associations, chambers of commerce, governmental agencies and public-sector organizations.

Sedgwick represents 3,100 Ohio public employers. With 89 percent of the Ohio public employer market share (group and group retrospecitve rating combined) choosing Sedgwick is the clear choice for Ohio public employers over all other third party administrators.

A true customer-centric approach

- Savings
- Personalized service
- Industry expertise
- Claims management
- Hearing representation
- Technology & reporting
- Educational programs
- Lower rates

3,100
Ohio public employer clients

89%
total public market share

91%
traditional group market share

5.5x more
number of groups

$7.65M
2022 estimated public group savings

$147M
Public group retro earned refunds 2010-2019 (all other TPAs under $24M)

© 2022 Sedgwick | 2-22

Ohio | Bureau of Workers' Compensation

Permanent Authorization

TO: x Employer Services 22nd Floor
o Self-Insured Department 26th Floor

Please mark a box and return to
30 West Spring St.
Columbus, OH 43215-2256

Fax – (614) 728-0456

Policy number	80080000
Entity (Company Name)	CITY OF BEACHWOOD
DBA (Doing Business As)	
Address	25325 FAIRMOUNT BLVD BEACHWOOD, OH 44122

Note: For this to be a **valid** letter, the employer services department, or the self-insured department for self-insured employers, must stamp it.

This is to certify that effective 09/01/2022

Sedgwick # 000900-80

(Representative name and Rep I.D. number)

including its agents or representatives identified to you by them, has been retained to represent us before the Bureau of Workers' Compensation and the Ohio Industrial Commission in matters pertaining to our participation in the Workers' Compensation Fund according to they type of representation checked below.

Please check only one type of representation. See description of representatives at the bottom of this form.

X Type of authorized representation addition/change or termination	[x] Add	[ ] Terminate
[x] Employer Risk/Claim Representative (ERC)	[ ] Risk Management Representative (RISK)	
[ ] Claims Management Representative (CLM)	[ ] Payroll Service Vendor (PSV)	

This authorization supersedes all permanent authorizations on file for the type of representation indicated above.

I understand and agree BWC will process any letters, requests, and actions initiated by a superseded authority.

I understand that this authorization, now being granted, is of a continuous nature from the effective date indicated herein. However, I possess the right to terminate this authorization at any time through written notification to the employer services or self-insured departments as appropriate.

Telephone Number	Fax Number	E-mail Address
Print name and title	Employer Signature X	Date

BWC Authorized Representative Service/Roles

Employer-risk claim representative (ERC) - The ERC is designated as the employer's authorized representative for both risk- and claims-management-related issues. He or she is also the employer's authorized representative on each claim under the employer's policy number . The ERC receives copies of all risk and claim correspondence. The ERC has full access to the employer's risk information and information pertaining to the workers' compensation claims filed against the employer . He or she will also have the authority to access such information on www.bwc.ohio.gov.

BWC will consider the ERC as the authorized representative in handling risk-related issues for an employer if there is no designated group-risk claim representative (GRC). BWC also will consider the ERC as the authorized representative in handling claim-related issues for an employer if there is no designated CLM or GRC.

Risk-management representative (RISK) - The RISK is the employer's designated authorized representative for risk-related issues. He or she represents an employer on risk-related issues only. The RISK receives copies of all risk correspondence. A RISK will have access to only the employer's risk-related information and authority to access that information on www.bwc.ohio.gov.

BWC will consider the RISK as the authorized representative in handling risk-related issues for an employer if there is no designated GRC or ERC. The RISK will have no authority to represent the employer on any matters if either a GRC or ERC is appointed. In addition, the RISK will have access only to the employer's risk-related information and authority to access that information on www.bwc.ohio.gov.

Claims-management representative (CLM) - The CLM is the employer's designated authorized representative on each claim associated with the employer . He or she will receive copies of all claim correspondence. The CLM represents an employer on claim-related issues only. A CLM will have access only to information pertaining to the workers' compensation claims filed against the employer and authority to access that information on www.bwc.ohio.gov.

BWC will consider the CLM the authorized representative in handling claims-related issues for an employer.

Payroll service vendor (PSV) - A payroll service vendor provides payroll services, including reporting and/or withholding and remittance services for workers' compensa-tion premium payments.

Note: Based on the designation made by the group's sponsor, only the employer services group-rating unit can update a GRC.

You cannot use the AC-2 to select a GRC authorization. This representative type only applies to private employers and public employer taxing districts. BWC will consider the GRC the authorized representative in handling risk-related issues for an employer. In addition, BWC will consider the GRC the authorized representative in handling claim-related issues for an employer if there is no designated claims-management representative (CLM).

Ohio | Bureau of Workers' Compensation

Employer Statement for Group-Retrospective-Rating

INSTRUCTIONS

* Please print or type
* Return completed statement to the attention of the sponsoring organization you are joining.
* The sponsoring organization's third-party administrator will submit this form.
* If you have any questions, please call BWC at 614-466-6773.

NOTE: This application must be reviewed and approved by BWC's employers program unit BEFORE it becomes effective.

Employer Name	Telephone number	BWC policy number
CITY OF BEACHWOOD	(216)292-1913	80080000

Address	City	State	9-digit Zip Code
25325 FAIRMOUNT BLVD	BEACHWOOD	OH	44122

Group Retrospective-rating program enrollment

I agree to comply with the Ohio Bureau of Workers' Compensation Group Retrospective Rating Program rules (Ohio Administrative Rule 4123-17-73). I understand that my participation in the program is contingent on such compliance.

This form super-sedes any previously executed U-153.

I understand that only a BWC Group Retrospective Rating Program certified sponsor can offer membership into the program. I also understand that if the sponsoring organization listed below, is not certified, this application is null and void.

I am a member of the **Ohio Association of Public Treasurers Retro Group** sponsoring organizations or a certified affiliate organization and would like to be included in the Group-Retrospective-Rating Program it sponsors for the policy year beginning **January 1, 2023.** I understand the employer roster submitted by the group will be the final, official determination of the group in which I will or will not participate. Submission of their form does not guarantee participation.

I understand the sponsoring organization's representative **Sedgwick #000900-80** (currently, as determined by the sponsoring organization) is the only representative I may have in risk-related matters while I remain a member of the group. I also understand that the representative for the Group Retrospective Rating Program will continue as my individual representative in the event that I no longer participate in the program. At the time I am no longer a member of the group, I understand that I must file permanent authorization (AC-2) to cancel or change individual representation.

I understand a new U-153 shall be filed each policy year I participate in the Group-Retrospective-Rating Program.

I am associated with the sponsoring organization or a certified affiliate sponsoring organization [X] Yes [ ] No

Ohio Association of Public Treasurers Retro Group — Name of sponsor or affiliate sponsor

1581124 — Sponsor or affiliate sponsor policy

Note: For injuries that occur during the period an employer is enrolled in the Group Retrospective Rating Program, employers may not utilize or participate in the Deductible Program, Group Rating, Retrospective Rating, Safety Council Discount Program, $15,000 Medical-Only Program, or the Drug-Free Safety Program.

Certification

_____ (Officer Name) certifies that he/she is the _____ (Title) of

_____ (Employer Name), the employer referred to above, and that all of the information is true to the best of his/her knowledge, information, and belief, after careful investigation.

X _____ (Officer Signature) _____ (Date)

GROUP RETRO

Date: April 29, 2022

LARRY HEISER
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD
BEACHWOOD,OH 44122

Re: 2023 Group Retrospective Rating Enrollment for Policy # 80080000

We are pleased to announce that your organization has qualified for re-enrollment in the 2023 Ohio Association of Public Treasurers Retro Group.

2023 Group Retrospective Rating projection:

Target Refund %	**42%**
Target Refund*	**$128,776**

* Refund is based on estimated standard premium of $306,610.

Our group retrospective programs are successful and consistently produce positive results because of our focus on safety best practices, client education, and aggressive claims management.

To re-enroll, simply sign and return the enclosed U-153 enrollment form with invoice and payment, or enroll online at www.sedgwick.com/ohiotpa/enroll.

Join our program and receive these services:

- Claims Management
- Hearing Representation
- Review of BWC Rates and Invoices
- Online Account Access
- Educational Opportunities
- BWC Updates

To discuss our Group Retrospective Rating Program or related services, please contact **Mike Vostatek at (330) 782-0363 or Michael.Vostatek@sedgwick.com.**

As a reminder, when enrolling in a group retrospective rating program, BWC does not allow the stacking of discounts with any of the following programs: $15k Medical Deductible, Drug Free Safety, Industry Specific Safety, Transitional Work Bonus and One Claim. However, Group Retro has the potential to provide **significant refunds** in comparison to these other alternative rating programs.

P.O. Box 89456 | Cleveland, OH 44101-6456 | PHONE 800.825.6755 | FAX 866.567.9380

RECEIVED

MAY 27 2022

FINANCE DEPT

INVOICE

Date: September 14, 2021

Tinker's Creek Watershed Partners
P.O. Box 444
Twinsburg, Ohio 44087
330-963-6243
kchapel@tinkerscreekwatershed.org

T Chris Vild
O City of Beachwood
25325 Fairmount Blvd
Beachwood, Ohio 44122
216-292-1901

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Tinker's Creek Watershed Partners Community Membership Renewal, January 2022 through December 2022.	$1,000.00	$1,000.00
2	Tinker's Creek Watershed Partners Good Housekeeping Services Renewal, January 2022 through December 2022	$2,500.00	$2,500.00
		TOTAL	$3,500.00

APPROVED FOR PAYMENT

BY: C. Curtis

DATE: 5-12-22

P/O:

Make all checks payable to Tinker's Creek Watershed Partners

Thank you for your membership!

RECEIVED
MAY 27 2022
FINANCE DEPT

Invoice
~~Quote~~

MOTOPHOTO
Lyndhurst

216-321-2525 www.clevelandmotophoto.com

DATE	INVOICE #
02-23-22	7145

Phone #	(216)321-2525
E-mail	clevelandmotophoto@gmail.com

BILL TO	SHIP TO
City of Beachwood Dan Wochele Fire Fighter (216) 292-1968 - Office (216) 292-1900 - Fax Dan.Wochele@beachwoodohio.com	

P.O. NO.	TERMS	PROJECT
2022-00684	Net 15	

QUANTITY	DESCRIPTION	RATE	AMOUNT
31	8 x 10 print (retirees)	$5.99	$185.69
18	12 x 16 print (fire scenes)	$18.95	$341.10
10	24 x 43 print (dept photos)	$75.95	$759.50
18	16 x 20 standard museum mat	$30.06	$541.08
10	28 x 47 standard museum mat	$66.04	$660.40
10	24 x 43 dry mount	$31.55	$315.50
10	28 x 47 plexiglass	$98.68	$986.80

PO Number 2022-00684

Please make checks payable to MOTOPHOTO

Total $3790.07
tax exempt

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Justin Berns, Barbara Bellin-Janovitz Finance Chair
FROM: Larry A. Heiser, Finance Director
RE: Second Budget Amendment 2022
DATE: June 14, 2022

Mayor and Finance Chair:

I am looking to amend the 2022 as follows:

1) Amend the City's marketing budget (Mayor's budget) by $75,000, for professional services and marketing initiatives. Additionally, the Wages and Benefits budget needs to be increased by $80,000 for the new Economic Development Director position. The Economic Development department budget was merged with Building in 2021 and we will add back an Economic Development Department budget with the 2023 budget after the position is filled and the new person works in conjunction with the Mayor on the direction for the department.

2) Human Resources – Amending the budget by $24,000 for professional services related to a salary study to be conducted in 2022 and any other possible HR related professional services needs.

3) Public Works Department: Increase the fuel line item by $200,000 from $300,000 to $500,000.

4) Increase the Law Department budget by $30,000 for professional services.

Thank You.

INTRODUCED BY: ORDINANCE NO. 2022-78

AN ORDINANCE AMENDING APPROPRIATIONS FOR CURRENT EXPENDITURES AND OTHER EXPENSES OF THE CITY OF BEACHWOOD, STATE OF OHIO, FOR THE FISCAL YEAR 2022, JANUARY 1, 2022 TO DECEMBER 31, 2022, INCLUSIVE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council approved Ordinance No. 2021-145 on December 20, 2021, authorizing appropriations for current expenditures and other expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2022, January 1, 2022 to December 31, 2022, inclusive; and

WHEREAS, on April 18, 2022, City Council approved Ordinance No. 2022-56, amending Ordinance No. 2021-145; and

WHEREAS, at this time it is once again necessary to amend certain appropriations to provide for current expenditures and other expenses of the City of Beachwood for the fiscal year ending December 31, 2022.

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

Section 1: Based upon the recommendation of the Finance Director, the City's appropriations, as authorized in Ordinance 2021-145 and 2022-56 are hereby amended to reflect the increases and/or decreases set out in the attached appropriations, 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.

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the preservation of public peace, health or safety or the efficient operation of the City, and for the further reason because this is an appropriation of money for current expenses and other expenditures of the City of Beachwood for the fiscal year ending December 31, 2022; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 21st day of June, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of June, 2022.

_____
Clerk

Approval: I have approved this legislation this 22nd day of June, 2022, and filed it with the Clerk.

_____
Mayor

City of Beachwood
2022 Appropriations **Exhibit A**

		Wages & Benefits	Other	Total
General Fund	**Department**			
	101 Council	$ 127,900	$ 58,300	$ 186,200
	121 Mayor	**$ 600,600**	**$ 288,400**	**$ 889,000**
	123 Human Resources	$ 246,700	**$ 73,000**	**$ 319,700**
	131 Finance Department	$ 1,588,900	$ 5,942,400	$ 7,531,300
	141 Law Department	$ 744,000	**$ 275,100**	**$ 1,019,100**
	221 Police	$ 11,424,200	$ 1,306,100	$ 12,730,300
	231 Fire	$ 9,079,600	$ 880,700	$ 9,960,300
	341 Service Administration	$ 6,856,000	**$ 4,609,000**	**$ 11,465,000**
	511 Community Services	$ 1,227,400	$ 663,800	$ 1,891,200
	512 Camps	$ 414,600	$ 175,700	$ 590,300
	531 Pools and Parks	$ 318,100	$ 294,300	$ 612,400
	611 Building and Economic Development	$ 1,253,100	$ 1,245,100	$ 2,498,200
	Total General Fund			**$ 49,693,000**
Special Revenue Fund	**Fund #**			
	211 Street Construction Maint. & Repair	$ -	$ 2,200,000	$ 2,200,000
	212 State Highway	$ -	$ 240,000	$ 240,000
	231 Mayor's Court Improvement	$ -	$ 50,000	$ 50,000
	241 Federal Equitable Sharing	$ -	$ 110,000	$ 110,000
	243 Drug Law Enforcement	$ -	$ 45,000	$ 45,000
	251 Barkwood		$ 1,400	$ 1,400
	261 Blossom Lane Street Lights	$ -	$ 2,200	$ 2,200
	262 George Zieger Drive Street Lights	$ -	$ 28,000	$ 28,000
	281 American Rescue Plan Fund		$ 607,031	$ 607,031
	282 NOPEC Grant Fund		$ 65,000	$ 65,000
	283 ESID Fund	$ -	$ 180,000	$ 180,000
	291 Eaton TIF Fund	$ -	$ 4,350,000	$ 4,350,000
	292 Omnova TIF Fund	$ -	$ 280,000	$ 280,000
	Total Special Revenue Fund			$ 8,158,631
Debt Service Fund	**Fund #**			
	331 General Bond Retirement		$ 930,000	$ 930,000
	Total Debt Service Fund			$ 930,000
Capital Improvement Fund	**Fund #**			
	441 Capital Improvement		$ 5,000,000	$ 5,000,000
	Total Capital Improvement			$ 5,000,000
Internal Service Fund	**Fund #**			
	501 Workers' Compensation Self Insurance		$ 160,000	$ 160,000
	Total Internal Service Fund			$ 160,000
Trust and Agency Funds	**Fund #**			
	782 Commercial Permit Tax		$ 50,000	$ 50,000
	783 Deposit Fund		$ 600,000	$ 600,000
	784 Police Pension Fund		$ 250,000	$ 250,000
	785 Zone Income Taxes		$ 9,000,000	$ 9,000,000
	786 Unclaimed Monies		$ 13,000	$ 13,000
	Total Trust and Agency Funds			$ 9,913,000
	TOTAL 2022 APPROPRIATIONS			**$ 73,854,631**

Prepared LAH 11 10 21 updated 04/11/2022 Increase HR $12,000 Increase Capital Projects 441 to $5,000,000
updated 06/14/2022 LAH Increase Mayor $80 K wages $75K other HR $24K Service $200K
increase Law by $30,000

CITY OF BEACHWOOD
2022

FUND	ESTIMATED UNENCUMBERED JAN. 1, 2022 BALANCE	GEN. PROP. TAX	LOCAL GOV'T	AMENDED OTHER SOURCES	TOTAL	2022 APPROPRIATION	VARIANCE	2022 Estimated revenue
General Fund	$28,500,000	$ 3,318,095	$ 128,707.72	$ 37,583,908	$ 69,530,711	$ 49,663,000	$ 19,867,711	$ 41,921,600
General Bond Retirement	$435,608			$ 900,000	$ 1,335,608	$ 930,000	$ 405,608	$ 900,000
Police Pension	$21,240	$ 269,035		$ -	$ 290,275	$ 250,000	$ 40,275	$ 269,035
St. Const. Maint. & Repair	$2,172,410			$ 745,000	$ 2,917,410	$ 2,200,000	$ 717,410	$ 745,000
State Highway	$195,000			$ 65,000	$ 260,000	$ 240,000	$ 20,000	$ 65,000
Mayor's Ct. Improvement	$55,580			$ 3,000	$ 58,580	$ 50,000	$ 8,580	$ 3,000
Federal Equitable Sharing	$110,972			$ 12,000	$ 122,972	$ 110,000	$ 12,972	$ 12,000
Law Enforcement Trust (Drug Law Enforcement)	$45,980			$ 5,000	$ 50,980	$ 45,000	$ 5,980	$ 5,000
Barkwood	$1,365			$ 950	$ 2,315	$ 1,400	$ 915	$ 950
Blossom Street Lights	$5,560			$ 1,675	$ 7,235	$ 2,200	$ 5,035	$ 1,675
Zeiger Drive Street Lights	$104,869			$ 12,000	$ 116,869	$ 28,000	$ 88,869	$ 12,000
ARPA Fund	$607,031			$ -	$ 607,031	$ 607,031	$ 0	
NOPEC Grant Fund	$0			$ 65,000	$ 65,000	$ 65,000	$ -	$ 65,000
ESID Fund	$0			$ 180,000	$ 180,000	$ 180,000	$ -	$ 180,000
Eaton TIF Fund	$5,988,305			$ 4,320,000	$ 10,308,305	$ 4,350,000	$ 5,958,305	$ 4,320,000
OMNOVA TIF Fund	$0			$ 280,000	$ 280,000	$ 280,000	$ 0	$ 280,000
Commercial Permit Fund	$350			$ 50,000	$ 50,350	$ 50,000	$ 350	$ 50,000
Deposits Fund	$84,500			$ 525,000	$ 609,500	$ 600,000	$ 9,500	$ 525,000
Zone Income Taxes	$0			$ 9,000,000	$ - $ 9,000,000	$ 9,000,000	$ -	$ 9,000,000
Unclaimed Monies	$10,928			$ 2,500	$ 13,000	$ 13,000	$ -	$ 2,500
Workers Compensation Self Insurance	$1,500,000			$ 160,000	$ 1,660,000	$ 160,000	$ - $ 1,500,000	$ 160,000
Capital Improvement Fund	$6,000,000			$ 5,500,000	$ 11,500,000	$ 5,000,000	$ 6,500,000	$ 5,500,000
Total - All Funds	$45,839,699	$ 3,587,130	$ 128,708	$ 59,411,033	$ 108,966,142	$ 73,824,631	$ 35,141,511	$ 63,126,871

LAH 12 20 2021 revised 4/12/2022 06/13/2022

INTRODUCED BY: ORDINANCE NO. 2022-79

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

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

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

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

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

Section 1: In accordance with BCO Section 131.03(a) and based upon the recommendation of the Finance Director, the Mayor has determined that certain property as outlined in the memorandum to the Mayor, dated May 23, 2022, which is attached hereto and incorporated herein as Exhibit "A", is surplus property no longer needed for a public use. Furthermore, Council hereby authorizes the Mayor to sell the surplus property through the Internet Auction Listing Service, GovDeals, Inc.

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

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

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

Attest: I hereby certify this legislation was duly adopted on the 21st day of June, 2022, and presented to the Mayor for approval or rejection in accordance with Article Section 8 of the Charter on the 22nd day of June, 2022.

_____
Clerk

Approval: I have approved this legislation this 22nd day of June, 2022, and filed it with the Clerk.

_____
Mayor

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Justin Berns
FROM: Larry Heiser, Finance Director LAH
DATE: May 23, 2022
SUBJECT: Vehicles to sell on GovDeals

Service Department has indicated that there are two trucks which the department would like permission to sell on Govdeals, both vehicles are no longer needed for their department.

2001 International Harvester with plow and spreader VIN 1HTSDAAR51H342162 this vehicle has 72,578 miles.

1999 International Harvester with plow and spreader VIN 1HTSFAAR7XH62087 no miles available both speedometer and odometer are broken. The speedometer broke sometime prior to 2009 and in 2009 the mileage was 22,909 in 2015 the mileage increased to 22,920 and has not moved since, the hours in 2015 were 2351 and in 2016 showed the same number of hours.

With your approval, I would like to place on the next available agenda for Council approval.

Please call or email if you have any questions.

INTRODUCED BY: ORDINANCE NO. 2022-80

AN ORDINANCE ENGAGING WALTER HAVERFIELD TO PROVIDE LEGAL SERVICES FOR A SENSITIVE PERSONNEL MATTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, on the recommendation of the City's Law Director, City Council desires to engage the firm of Walter Haverfield to provide the City of Beachwood, Ohio Legal Services for a sensitive personnel matter.

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 an agreement to engage the firm of Walter Haverfield to provide the City of Beachwood, Ohio Legal Services for a sensitive personnel matter. Such legal services shall be provided at the rates further outlined in the Letter of Engagement, 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.

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the preservation of public peace, health or safety or the efficient operation of the City, and for the further reason that the legal services provided herein are needed for the current operation of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 21st day of June, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of June, 2022.

_____
Clerk

Approval: I have approved this legislation this 22nd day of June, 2022 and filed it with the Clerk.

_____
Mayor

WALTER | HAVERFIELD LLP
Attorneys At Law

R. Todd Hunt | rthunt@walterhav.com
DIRECT LINE 216.928.2935 | DIRECT FAX 216.916.2372
1301 E. Ninth St. | Suite 3500 | Cleveland, OH 44114

June 14, 2022

VIA ELECTRONIC MAIL (stewart.hastings@beachwoodohio.com)

L. Stewart Hastings, Director of Law
City of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

Re: ***Engagement Letter for Legal Services – Sensitive Personnel Matters***

Dear Law Director Hastings:

We are pleased to provide this engagement letter agreement for provision of legal services to the City of Beachwood relating to sensitive personnel matters (the "Matters"). As we discussed, our firm requires an executed engagement letter for all new clients and for new matters for existing clients.

Fundamental to an attorney-client relationship is an understanding of the terms and conditions upon which we will provide legal services. Accordingly, the purpose of this letter is to clarify the terms and conditions of our engagement to provide those services and to confirm these terms and conditions. I and my law partner, William Hanna, will have primary responsibility for the Matters but in our discretion may likely use other partners, associate attorneys, and paralegals in our firm to assist us. If at any time you or other City officials have any questions or concerns, please contact either me or Mr. Hanna at once.

Scope of Services

Specifically, our services will likely necessitate: conferences with you and other City officials and employees; legal research and analysis regarding issues related to the Matters; review of relevant documents; drafting of correspondence and/or legal opinions; attendance at public meetings; handling of any administrative hearings; and representation in any litigation related to the Matters. It is our understanding that our primary point of contact with the City will be you.

Fees, Disbursements and Other Charges

I have enclosed the Firm's "*Our Policies*" billing brochure. Please review it carefully. The terms of the enclosed billing policies are part of our agreement. We will bill our legal services and expenses incurred on your behalf in accordance with these billing policies.

Notwithstanding the previous paragraph relating to billing policies, we will cap our hourly rates at $375.00 per hour for all services of partners in the firm, including myself and Mr. Hanna, $275.00 per hour for any associate attorneys and $125.00 per hour for paralegals who may work on this Matter. (The standard rates for the foregoing personnel in the firm are higher than these hourly rates.)

Out-of-pocket expenses associated with this representation, such as copying costs, overnight mailings and standard mileage charges at current IRS rates will be billed monthly. We do not anticipate any extensive expenses, unless litigation ensues from the Matters.

If you find this letter agreement acceptable, please approve this letter agreement as to form, have an authorized City official sign and date a copy of this letter, have the Finance Director sign the Fiscal Officer's Certificate where indicated below, and return it to me at your earliest convenience. A scanned and emailed copy of the executed letter is sufficient for our purposes. Upon receipt, these terms and conditions will apply retroactively to the date we first performed services on your behalf in connection with the Matters.

We very much appreciate the opportunity to represent the City of Beachwood in this matter. Please do not hesitate to contact me if you have any questions.

Very truly yours,

R. Todd Hunt, Partner
William R. Hanna, Partner

Enclosure

ACCEPTED:

CITY OF BEACHWOOD, OHIO

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to form and correctness:

_____
L. Stewart Hastings, Director of Law

Fiscal Officer's Certificate

As the Director of Finance and chief fiscal officer of the City of Beachwood, Ohio, I certify that as of the date of execution of the within Engagement Letter agreement with Walter | Haverfield LLP, the amount required to satisfy payment under the agreement has been fully appropriated, or authorized or directed for such purpose, and is in the treasury to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

_____
Director of Finance

Date: _____

Our Policies

WALTER | HAVERFIELD
Attorneys At Law

Since 1932, our founding partners, Paul Walter and Rusk Haverfield, left us with a legacy of providing our clients with quality, value and service. We work hard to maintain that legacy and recognize that to do so we cannot rest on our past achievements. Rather, we need to earn your trust and confidence on each matter you entrust to us. In the end, our success is measured by the satisfaction and success of our clients.

Our Commitment to You

We are committed to providing our clients with the highest quality legal services in a responsive and efficient manner – at a fair price. We will make every effort to understand your legal matter and expectations and establish appropriate goals and deadlines. Your Walter | Haverfield attorney will keep you reasonably informed of the progress of our services and significant developments, and we will respond to your inquiries in a timely manner. That includes having our attorneys or other staff members return phone calls promptly and providing you with copies of important correspondence and documents.

Although you may be assured that we will do our best to provide you with the highest quality legal services in a responsive, efficient manner, we cannot guarantee the success of any given undertaking. During the course of our engagement, we may express our opinions or beliefs concerning your matter, various courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result.

Your Responsibilities to Us

To meet our commitment and enable us to render our legal services, you need to fully and accurately disclose to us all facts that may be relevant to your matter. You will keep us fully informed of new developments relating to your matter, as they occur, and will assist and cooperate with us as appropriate in dealing with your matter. We expect you to pay our invoices timely. Your satisfaction with our legal services is important to us. If you have any questions or comments concerning our services, staffing, billing or any other aspects of our representation, we ask that you promptly contact your Walter | Haverfield attorney. It is important to us that you are satisfied with our services and our responsiveness at all times. If your Walter | Haverfield attorney does not fully satisfy your concerns, please feel free to contact our managing partner.

Our Normal Billing Policy

Unless a separate billing arrangement is made with your Walter | Haverfield attorney and/or is reflected in an engagement letter, our general policy is to charge for our legal services at normal hourly rates for the time that our attorneys, paralegals and electronic discovery support personnel spend working on your legal matter. We base our schedule of normal hourly rates for attorneys, paralegals and electronic discovery support personnel on a number of factors, including years of experience, specialization in training and practice and level of professional attainment. We adjust our schedule of normal hourly rates annually, effective January 1st of each year, to be sure that they are reasonable and competitive. However, we reserve the right to review and modify our rates more often if necessitated by special factors such as inflationary cost increases affecting our practice. Your Walter | Haverfield attorney can provide you with our schedule of normal hourly rates upon request.

Our attorneys, paralegals and electronic discovery support personnel record their time in 1/10th hour increments unless other arrangements are made in writing at the commencement of the engagement. This recorded time includes office and telephone conferences with you and others, correspondence, legal research, drafting and review of documents, court appearance (including waiting time) and necessary travel time. If possible, we may perform other work while traveling to minimize the expense and time chargeable to you. From time to time, internal conferences will take place among our personnel and two or more may attend meetings or proceedings on your behalf. Although this approach might appear to result in duplication of effort, it is our belief that this practice facilitates communication, improves the quality of the work and ultimately is more economical. Your Walter | Haverfield attorney will always use his or her professional judgment to spend only the time necessary to properly represent you.

In the course of our representation, we may pay certain costs to others on your behalf, which may include filing fees, transcript fees, witness fees, courier services, expert costs, outsourced litigation and electronic discovery support services, out-of-pocket travel costs, mileage costs, etc. These advanced costs and certain office expenses, such as copier charges, scanning charges, facsimile charges, computerized research, litigation and electronic discovery support service charges will be charged to you in addition to the legal fees and will be separately itemized on your invoice. Our charge to you for certain office expenses, such as copier, facsimile, computerized research, litigation and electronic scanning discovery support services is determined by us as a specified unit cost, intended to reflect related costs of labor, supplies, utility costs, etc. and thus may not necessarily reflect the actual direct cost to us.

We bill our invoices on a monthly basis. Unless other terms are reflected in the engagement letter, payment is due promptly upon receipt of our invoice. We reserve the right to impose a reasonable interest charge on any balance that is not paid within 30 days after the date of the invoice.

Termination of Engagement

You may terminate our engagement at any time by written notice to your Walter | Haverfield attorney. However, your termination of our engagement does not relieve you of your obligation to pay for legal services rendered or costs incurred or paid on your behalf prior to receiving notice from you. We have the right to withdraw from our engagement for good cause. Good cause includes refusal to abide by the terms of the agreement relating to the representation such as the agreement to assist and to cooperate as appropriate and to pay our invoices in a timely manner. Upon the conclusion of your engagement, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you engage us in writing to provide additional services to you on issues arising from or related to our prior representation after its conclusion, we have no continuing obligation to advise you with respect to future legal developments.

PRIVACY POLICY NOTICE

As lawyers, together with all providers of personal financial services, we are required by Law to inform our clients who receive such services of our policies regarding the privacy of client information. We have been and continue to be bound by professional standards of confidentiality, imposed by The Supreme Court of Ohio, that are likely more stringent than those required by law. As part of our ongoing professional obligation to maintain the confidences and secrets of our clients, we will always protect your right to privacy. We do not disclose any non-public personal information obtained in the course of our practice, except as permitted by law and the confidentiality obligations of our profession.

Types of Non-public Personal Information That We Collect

In the course of, and for the sole purpose of providing certain legal services, we collect non-public personal information about you, including personal background and financial information.

Protecting the Confidentiality and Security of Current and Former Clients' Information

We retain records relating to professional services we provide so that we are better able to assist you with your needs and, in some cases, to comply with professional guidelines. In order to guard your non-public personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards. We may communicate with you using cell phones, e-mail or other technologies, which are subject to interception by third parties. If you do not want to communicate with us using any of these methods of communication, please inform your Walter | Haverfield attorney.

WALTER | HAVERFIELD
Attorneys At Law

The Tower at Erieview
1301 East 9th St., Suite 3500
Cleveland, Ohio 44114-1821
216.781.1212 tel
216.575.0911 fax
www.walterhav.com

V04 2019

INTRODUCED BY: E. Synenberg RESOLUTION NO. 2022-3

A RESOLUTION SUPPORTING REMOVAL OF "FIRSTENERGY" FROM THE PUBLICLY OWNED FOOTBALL STADIUM AND TO RETURN THE STADIUM NAME TO "CLEVELAND BROWNS STADIUM"

WHEREAS, beginning in 1990, Cuyahoga County voters approved the assessment of a "Sin Tax" on all alcohol and cigarette sales throughout the County for the purpose of raising funds to support the construction of professional sports facilities ultimately located in Cleveland, Ohio (the "Sports Facilities"); and

WHEREAS, the Sin Tax assesses a fee to all persons purchasing alcohol or cigarettes throughout Cuyahoga County and the funds are earmarked for construction and maintenance of the Sports Facilities; and

WHEREAS, Cuyahoga County voters agreed to extend the Sin Tax on two additional occasions (in 1995 and 2014) and Cuyahoga County will now continue assess a charge to persons purchasing these items through the year 2035; and

WHEREAS, these same Sin Tax funds were specifically used to assist the construction and maintenance of the football stadium originally named and commonly referred to as "Cleveland Browns Stadium" which opened in 1999; and

WHEREAS, revenue generated from the sale of stadium naming rights was originally intended to assist in paying down the public debt on the Sports Facilities but this has not been the case; and

WHEREAS, the Cleveland Browns organization sold the naming rights to the football stadium to FirstEnergy Corporation in 2013 for a reported $107 million; and

WHEREAS, FirstEnergy Corporation is a public utility regulated under the laws of the state of Ohio and possesses a near monopoly on the sale of electricity to consumers throughout Northeast Ohio and has no reasonable basis to spend lavishly on amenities such as naming rights and luxury boxes at the Sports Facilities; and

WHEREAS, since FirstEnergy Corporation acquired the rights to change the name of the stadium to "FirstEnergy Stadium" it has repeatedly sought funding for its company operations from Ohio ratepayers and have been granted state subsidies and guaranteed profits; and

WHEREAS, in 2020, the U.S. Attorney for the Southern District Ohio charged several individuals with felonies related to the passage of "House Bill 6," a bailout bill for FirstEnergy, which provided additional subsides to FirstEnergy after investigators discovered that FirstEnergy spent millions of dollars influencing state legislators to pass this legislation; and

WHEREAS, in July 2021, FirstEnergy signed a "deferred prosecution agreement" with the Federal Government in which FirstEnergy admitted its role in a wide-ranging criminal conspiracy and bribery of public officials, all in an effort to illicitly secure the state subsidies provided by House Bill 6; and

WHEREAS, despite calls from State Legislators to remove its name from Cleveland Browns Stadium, FirstEnergy has failed to take steps to fully acknowledge its criminal behavior by continuing to market itself using our tax-payer funded stadium which unintentionally signifies community support for a criminal enterprise.

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

Section 1: The City of Beachwood, Ohio hereby calls upon the Cleveland Browns organization to take steps to fully remove FirstEnergy's name and logo from the publicly finance and owned stadium.

Section 2: The City of Beachwood, Ohio hereby calls upon FirstEnergy to voluntarily relinquish their naming rights to the publicly owned stadium and forego expending its resources on future naming rights to sports facilities.

Section 3: Our City herby calls upon Cuyahoga County Council to pass a similar Resolution.

Section 4: That a copy of this Resolution be provided to the Cleveland Browns, FirstEnergy, and the respective members of their governing boards.

Section 5: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this Resolution 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 6: This Resolution is declared to be an urgent measure immediately necessary for the public peace, health, or safety or the efficient operation of the City, and for the further reason that it is necessary to show Council's support; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 21st day of June, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of June, 2022.

_____
Clerk

Approval: I have approved this legislation this 22nd day of June, 2022, and filed it with the Clerk.

_____
Mayor

INTRODUCED BY: ORDINANCE NO. 2022-82

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JUNE SCHARF TO PROVIDE PROFESSIONAL PUBLIC RELATIONS SERVICES FOR THE CITY OF BEACHWOOD, OHIO THROUGH DECEMBER 31, 2022; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City has previously contracted with Ms. Scharf for Professional Public Relation Services; and

WHEREAS, with the recommendation of Mayor Berns, City Council desire to continue using Ms. Scharf's Public Relations Services through December 31, 2022.

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 authorized to enter into an Agreement with June Scharf to provide Professional Public Relations Services in an amount not to exceed Thirty-Nine Thousand Dollars and No/Cents ($39,000.00) through December 31, 2022. A copy of the Agreement is attached hereto and incorporated herein by reference 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 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 this service in continued without interruption; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall 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 21st day of June, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of June, 2022.

_____
Clerk

Approval: I have approved this legislation this 22nd day of June, 2022 and filed it with the Clerk

_____
Mayor

CONTRACT WITH JUNE SCHARF, TO PROVIDE PROFFESIONAL PUBLIC RELATIONS SERVICES FOR THE CITY OF BEACHWOOD

This Contract is entered into by and between JUNE SCHARF having an address of _____, ("Contractor") and the CITY OF BEACHWOOD, OHIO 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being selected by the City of Beachwood to render various public relations services for the City and for the money considerations provided herein, the parties covenant and agree as follows:

A. Scope of Services

As Public Relations Professional Services Contractor for the City, Contractor shall provide the following services ("Services"):

1) Attend regular, special meetings and internal meetings of the City and of Council and/or Committee meetings as requested by the Mayor;
2) Provide speech writing services and social media guidance and oversight;
3) Provide guidance and review concerning print media and City of Beachwood website content;
4) Serve as the City's liaison with local media including drafting News Releases and Crisis Communications to shape the message and timing and assist with access to certain City Officials;
5) Support the City's Economic Development initiatives;
6) Solicit and edit materials from departments as needed;
7) View City Council Meetings remotely to stay current on City issues and Resident concerns; and
8) Consider future City public relations initiatives and remain receptive to opportunities based on City activities and events; and
9) Contractor will work remotely unless needed in office as describe above

It is further understood that Services will also include any other related routine Public Relations services.

B. Compensation

1) For services described in Section A hereof, the City shall continue compensating the Contractor based upon a monthly lump sum retainer fee of $2,500 to include 24/7 availability through December 31, 2022, at which time the City will re-evaluate the need and scope of services offered by the Contractor. Payments shall be made monthly in the amount of $2,500 starting with the acceptance of this contract and thereafter at the beginning of each month in a total amount not to exceed Thirty Nine Thousand Dollars and No/Cents ($39,000.00).

2) Any reimbursable expenses incurred shall be in addition to regular compensation. Reimbursable expenses shall not be accrued without prior written authorization by the City and shall be paid monthly based upon reasonable documentation.

3) There shall be no charge for out-of-town travel expenses unless such travel is approved by the Mayor in advance.

C. City Responsibilities

The City shall provide the Contractor, at no cost, a City email and City telephone number for use while conducting Public Relations Services for the City of Beachwood.

D. General Provisions

1) The Contractor shall accept no other work within the City from private employers when it conflicts with the interests of the City of Beachwood.

2) The Contractor is an independent contractor shall provide all equipment materials and labor necessary to perform the services hereunder. The Contractor shall be responsible for arranging any necessary workers' compensation coverage. The Contractor further agrees to file an income tax return with R.I.T.A. in accordance with municipal tax law.

3) The City shall be entitled to cancel this Contract upon giving five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this contract or to furnish satisfactory work in connection with the required services. The Contractor will perform all work in accordance with all Federal, State and local laws and regulations governing such services, including but not limited to equal employment opportunity laws and prevailing wage rates, where applicable. Contractor shall certify compliance with all applicable laws.

4) Contractor shall provide the work without any sub-contractors.

5) Contractor agrees to fully defend, indemnify and hold Beachwood harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the work and services provided, and whether involving employee claims or third-party claims.

6) Findings for Recovery Certification: Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars ($25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings for Recovery Certification.

7) This Contract shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio and the laws of the United States in that order. Any controversy or claim, whether based upon Contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract, whether between the parties, or of either of the parties' employees, agents or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.

8) Contractor acknowledges that no modifications can be made to this Contract without prior written consent and prior approval of the Mayor.

9) Contractor agrees and acknowledges that records created by, received by, or maintained by Contractor during the term of this Agreement and in the performance of the required services may be a public record and agrees to maintain such records in a manner that is consistent with the City's public records policy and records retention policy. All responses to public records requests shall be processed by the City's Law Department.

10) The City recognizes that the Contractor has and will be party to the following information: future plans, business affairs, process information, trade secrets, customer lists, copyrights and other proprietary and confidential information which are valuable, special and unique assets of the City of Beachwood, and need to be protected from improper disclosure. The Contractor agrees that it shall not, at any time or in any manner, either directly or indirectly, utilize this information for personal gain, or disclose such information to any third party without the proper written consent of the City. The Contractor shall protect any and all information received while engaged in services for the City of Beachwood, and shall treat it as strictly confidential. A violation of this clause shall be a material violation of this agreement.

11) This contract represents the entire agreement between the parties, will be governed by the laws of the State of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

12) It shall be the responsibility of the Contractor to obtain a copy of the purchase order issued by the City for the approved amount of the Services or Additional Services being performed. Furthermore, it shall be the responsibility of the Contractor to track remaining funds available and not to invoice the City for any amounts not approved by the terms of the issued purchase order and the terms of this Contract. Any alteration to this Agreement shall conform to BCO 121.09(a). Invoices that exceed the approved amount of an issued purchase order or the terms of this Agreement will not be paid by the City.

13) This Contract may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

14) Both the City and the Contractor may terminate this Contract by giving a thirty (30) day written notice to the other party.

CONTRACTOR

By:

_____

Its:

_____

Date:

_____

CITY OF BEACHWOOD

By:_____

Justin Berns, Mayor

Date:_____

Approved as to Form:

_____

City Law Department
Stewart Hastings, Law Director
Nathalie E. Supler, Assistant Law Director
Matthew A. Kurz, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
(216) 595-5462

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligations under this Contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

_____

Larry Heiser Director of Finance
Date: _____

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against June Scharf.

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
DATE

INTRODUCED BY: ORDINANCE NO. 2022-83

AN ORDINANCE AMENDING SCHEDULE D OF THE ADMINISTRATIVE SALARY ORDINANCE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, on August 2, 2021 Council adopted Ordinance No. 2021-83, the Administrative Salary Ordinance for the City of Beachwood, Ohio, including Administrative Pay Grades and Classifications for Administrative Employees and Appointed Officials; and

WHEREAS, since that time Council has amended various provisions of the Administrative Salary Ordinance; and

WHEREAS, it is once again necessary to amend the Administrative Salary Ordinance and specifically Schedule D as outlined in the attached Exhibit "A".

NOW THEREFORE BE IT ORDAINED BY the Council of the City of Beachwood, County of Cuyahoga and State of Ohio.

Section 1: The Mayor is hereby authorized and directed to amend Schedule D as is more fully set forth in Exhibit "A" which is attached hereto and incorporated herein.

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

Section 3: This Ordinance is declared an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason of the immediate necessity of providing an up to date amended Schedule D-Schematic List of Pay Grades; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 21st day of June, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of June, 2022.

_____
Clerk

Approval: I have approved this legislation this 22nd day of June, 2022, and filed it with the Clerk.

_____
Mayor

SCHEDULE D
CITY OF BEACHWOOD - SCHEMATIC LIST OF PAY GRADES

Department Name	Position Title	Grade	Exempt	#	Type
Audit	Audit Director	18	Yes	1	Full Time
Audit	Administrative Coordinator	6	No	1	Full Time
Building ~~and Community Development~~ Dept.	Building Commissioner ~~and Community Development Dir.~~	21	Yes	1	Full Time
Building ~~and Community Development~~ Dept.	Asst. Chief Building Official	15	Yes	1	Full Time
~~Building and Community Development Dept.~~	~~Economic Development Manager~~	~~13~~	~~Yes~~	~~1~~	~~Full Time~~
Building ~~and Community Development~~ Dept.	Program Coordinator	9	Yes	1	Full Time
Building ~~and Community Development~~ Dept.	Administrative Assistant 2	4	No	2	Full Time
Building ~~and Community Development~~ Dept.	Admin. Assistant/Secretary/Clerk	*	No	1	Part Time
Community Services Department	Community Services Director	20	Yes	1	Full Time
Community Services Department	Program Manager	11	Yes	3	Full Time
Community Services Department	Graphic Designer	9	Yes	1	Full Time
Community Services Department	Administrative Assistant 2	4	No	**2**	Full Time
Community Services Department	Community Center Maintenance Coord.	4	No	1	Full Time
Community Services Department	Van Driver/Scheduler	2	No	1	Full Time
Community Services Department	Van Driver	*	No	6	Part Time
Community Services Department	Program Building Supervisor	*	No	N/A	Part Time
Economic Development Department	**Economic Development Director**	**19**	**Yes**	**1**	**Full Time**
Economic Development Department	**Economic Development Manager**	**13**	**Yes**	**1**	**Full Time**
Finance Department	Finance Director	21	Yes	1	Full Time
Finance Department	Information Technology Manager	18	Yes	1	Full Time
Finance Department	Assistant Finance Director	15	Yes	1	Full Time
Finance Department	Information Technology Asst. Manager	14	Yes	1	Full Time
Finance Department	Accounting Supervisor/Tax Administrator	12	Yes	1	Full Time
Finance Department	Purchasing Supervisor	11	Yes	1	Full Time
Finance Department	~~Information Systems Technician~~ **GIS Analyst**	7	No	1	Full Time
Finance Department	Staff Accountant	9	No	1	Full Time
Finance Department	Administrative Coordinator	6	No	1	Full Time
Finance Department	Administrative Assistant 2	4	No	1	Full Time
Fire Department	Fire Chief	21	Yes	1	Full Time
Fire Department	Assistant Fire Chief	17	Yes	1	Full Time
Fire Department	Fire Prevention Officer	10	Yes	1	Full Time
Fire Department	Fire Inspector	9	No	2	Full Time
Fire Department	Fire Inspector	*	No	1	Part Time
Fire Department	Administrative Coordinator	6	No	1	Full Time
Fire Department	Administrative Assistant 2	4	No	1	Full Time
Human Resources	Human Resources Manager	**	Yes	1	Full Time
Human Resources	Human Resources Administrator	13	Yes	1	Full Time
Human Resources	Human Resources Coordinator	8	No	1	Full Time
Law Department	Law Director	21	Yes	1	Full Time
Law Department	Assistant Law Director/Prosecutor	18	Yes	1	Full Time
Law Department	Assistant Law Director/Associate Counsel	15	Yes	1	Full/Part Time
Law Department	Clerk of Council/Legal Assistant	10	Yes	1	Full Time
Law Department	Assistant Clerk of Council	6	No	1	Full/Part Time
Mayor's Office	~~Asst Administrative Officer~~ City Administrator	15	Yes	1	Full Time
Mayor's Office	Communications Coordinator	11	Yes	1	Full Time
Mayor's Office	Mayor's Executive Assistant	10	Yes	1	Full Time

SCHEDULE D
CITY OF BEACHWOOD - SCHEMATIC LIST OF PAY GRADES

Department Name	Position Title	Grade	Exempt	#	Type
Police Department	Police Chief	21	Yes	1	Full Time
Police Department	Deputy Police Chief	17	Yes	1	Full Time
Police Department	Clerk of Court	9	Yes	1	Full Time
Police Department	Assistant Jail Administrator	6	No	1	Full Time
Police Department	Assistant Clerk of Court	5	No	1	Full Time
Police Department	Administrative Assistant 3	5	No	2	Full Time
Police Department	Police Captain	*	N/A	N/A	Spec 1
Police Department	Dispatch Supervisor	*	N/A	N/A	Spec 1
Police Department	Patrol Officers	*	No	N/A	Part Time
Police Department	Corrections Officer	*	No	N/A	Part Time
Police Department	Crossing Guard	*	No	N/A	Part Time
Public Service Department	Public Works Director	21	Yes	1	Full Time
Public Service Department	Assistant Public Works Director	15	Yes	1	Full Time
Public Service Department	Staff Engineer	15	Yes	1	Full Time
Public Service Department	Superintendent	11	Yes	6	Full Time
Public Service Department	Administrative Assistant 2	4	No	2	Full Time
Public Service Department	Shipping and Receiving Clerk	4	No	2	Full Time
Public Service Department	Intermittent/Temporary Laborer	*	No	N/A	N/A
Public Service Department	Laborer/Janitor	*	No	N/A	Part Time
Public Service Department	Messenger	*	No	1	Part Time
Administration	Administrative Assistant/Secretary/Clerk	*	No	N/A	Part Time
Administration	Intermittent/Temporary Staff	*	No	N/A	N/A

Note 1: (*) These positions are not within a pay grade, they are identified separately at the end of Schedule B as a not to exceed dollar figure or hourly rate.

The compensation and benefits for each position shall be set by the appointing authority.

Base salary (excluding longevity, overtime and leave payoffs) for each position shall not exceed the hourly rates or annual limits as defined in Schedule B.

The appointing authority cannot exceed the quantity of positions as defined in this schedule. Positions denoted as overtime exempt are ineligible for overtime or compensatory time payments or earnings.

Note 2: Spec 1 - Supplement is in addition to Lieutenant or Dispatcher pay and is not subject to overtime - position is not included in total personnel count - positions are counted under Collective Bargaining.

Note 3: Administrative staff may be employed in other administrative positions defined in this or other schedules of this Ordinance.

**Pay Grade has not been determined.

INTRODUCED BY: ORDINANCE NO. 2022-84

AN ORDINANCE AMENDING SECTION 648.04 TITLED "DISORDERLY CONDUCT; UNREASONABLE NOISES", OF THE CODIFIED ORDINANCES OF THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, a request has been made for an amendment to the City of Beachwood, Ohio Noise Ordinance; and

WHEREAS, this Council desires to adopt the recommended amendments to 648.04.

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

Section 1: Existing Section 648.04 titled "Disorderly Conduct; Unreasonable Noises", of the Codified Ordinances of the City of Beachwood, Ohio, be and the same is hereby amended to read and provide, in its entirety, as follows new language is in **bold**:

648.04 DISORDERLY CONDUCT; UNREASONABLE NOISES**.**

" (a) No person shall recklessly cause inconvenience, annoyance or alarm to another, by doing any of the following:

(1) Engaging in fighting, in threatening harm to persons or property, or in violent or turbulent behavior;

(2) Making unreasonable noise or offensively coarse utterance, gesture or display, or communicating unwarranted and grossly abusive language to any person in such manner as to provoke or encourage a violent response.

(3) Insulting, taunting or challenging another under circumstances in which such conduct is likely to provoke a violent response;

(4) Hindering or preventing the movement of persons on a public street, road, highway or right of way, or to, from, within or upon public or private property, so as to interfere with the rights of others and by any act which serves no lawful and reasonable purpose of the offender;

(5) Creating a condition which is physically offensive to persons or which presents a risk of physical harm to persons or property by any act which serves no lawful and reasonable purpose of the offender.

(b) No person, while voluntarily intoxicated shall do either of the following:

(1) In a public place or in the presence of two or more persons engage in conduct likely to be offensive or to cause inconvenience, annoyance or alarm to persons of ordinary sensibilities, which conduct the offender, if he were not intoxicated, should know is likely to have such effect on others;

(2) Engage in conduct or create a condition which presents a risk of physical harm to himself or another, or to the property of another.

(c) Violation of any statute or ordinance of which an element is operating a motor vehicle, locomotive, watercraft, aircraft or other vehicle while under the influence of alcohol or any drug of abuse, is not a violation of subsection (b) hereof.

(d) When to an ordinary observer a person appears to be intoxicated, it is probable cause to believe such person is voluntarily intoxicated for purposes of subsection (b) hereof.

(ORC 2917.11; Adopting Ordinance)

(e) The following acts, among others, are hereby declared to be unreasonable noises in violation of subsection (a)(2) hereof, but such enumeration shall not be deemed to be exclusive:

(1) The sounding of any horn, bell or other signal or warning device on any automobile, motorcycle, bus or other vehicle, except as a danger or warning signal; however, any such sounding

of horn, bell or other signal or warning device as a danger or warning signal shall not be unreasonably loud or harsh or continued for any unnecessary period of time;

(2) The use of any automobile, motorcycle or other vehicle so out of repair, so loaded or in such manner as to create loud or unnecessary grating, grinding, rattling or other noise;

(3) The unreasonable discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or motor boat engine without effective and efficient muffling and reduction of noise;

(4) The use of any mechanical device operated by compressed air unless the noise created thereby is effectively muffled and reduced; and

(5) The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show or game or display of merchandise, except where a specific permit therefor has been granted by the Chief of Police. (1964 Code §73.03)

(f) No person shall engage in construction or other activities, such as hammering, pounding, grinding or grading, so as to create objectionable or unreasonable noise or a disturbance to neighbors or other residents in the City, between the hours of 7:00 p.m. and 7:00 a.m. Monday through Friday and 7:00 p.m. to 9:00 a.m. on Saturdays, Sundays and official holidays. In case of an emergency, such as a utility outage, significant hardship, or to provide for safe and efficient flow of motor vehicle traffic, the Safety Director may authorize work during prohibited hours.

(g) In case of emergency or serious illness, the Chief of Police may order the temporary cessation of a noisy or disturbing operation or construction work at any time, if necessary for the preservation of the health or safety of the residents of the City.

(h) No person shall play any radio, music player, television, audio system or musical instrument in such a manner or at such volume as to annoy or disturb the quiet, comfort or repose of neighboring inhabitants or at a volume which is plainly audible to persons other than those who are in the room in which such device or instrument is played and who are voluntary listeners hereto.

(i) No person shall play any radio, music player or audio system in a motor vehicle at such volume as to disturb the quiet, comfort or repose of other persons or at a volume which is plainly audible to persons other than the occupants of said vehicle.

(j) In addition to the specific prohibitions outlined in this chapter, no person shall unreasonably make, continue, or cause to be made, continued or permitted, any noise disturbance. This section should not apply to noncommercial public speaking and public assembly activities conducted on any public space or right-of-way.

Section 2: Any other Ordinances or parts thereof in conflict herewith be, and the same hereby are, repealed to the extent of the conflict and all Ordinances not amended by this Ordinance shall remain in full force and effect.

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

Section 4: This Ordinance is declared to be an urgent measure immediately necessary for the preservation of the public peace, health, or safety, or the efficient operation of the City, and for the further reason that it is necessary to implement the updated language at the earliest possible time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 21st day of June, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of June, 2022.

_____

Clerk

Approval: I have approved this legislation this 22nd day of June, 2022, and filed it with the Clerk.

_____

Mayor

INTRODUCED BY: ORDINANCE NO. 2022-85

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CHANGE ORDER NO. 1 WITH CATTS CONSTRUCTION, INC. FOR THE BEACHWOOD BOULEVARD STORM SEWER IMPROVEMENTS PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Ordinance No. 2021-117, the City previously accepted the bid of CATTS Construction Inc. in an amount not to exceed One Million Five Hundred Two Thousand Six Hundred Ninety-Six Thousand Dollars and Fifteen Cents ($1,502,696.15) for the Beachwood Boulevard Storm Sewer Improvements Project; and

WHEREAS, based upon the recommendation of the Public Works Director and City Engineer, a change order is necessary to reflect the requirements for the unexpected overages on this project in an amount not to exceed One hundred Fifty Thousand Dollars and No/Cents ($150,000.00), thereby changing the contract amount to One Million Six Hundred Fifty-Two Thousand Six Hundred Ninety-Six Dollars and Fifteen Cents ($1,652,696.15).

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

Section 1: The Council, having been informed by the Public Works Director and City Engineer, and with the recommendation of the Mayor, hereby approves Change Order No. 1 to the said contract by and between CATTS Construction, Inc. and the City to reflect requirements for the unexpected overages on this project in an amount not to exceed One hundred Fifty Thousand Dollars and No/Cents ($150,000.00), thereby changing the contract amount to One Million Six Hundred Fifty-Two Thousand Six Hundred Ninety-Six Dollars and Fifteen Cents ($1,652,696.15).

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 the work may continue in a timely manner; 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 21st day of June, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of June, 2022.

_____
Clerk

Approval: I have approved this legislation this 22nd day of June, 2022, and filed it with the Clerk.

_____
Mayor

CITY OF BEACHWOOD
INTER-OFFICE COMMUNICATION

TO: Justin Berns, Mayor
FROM: Chris Arrietta, Public Works Director
DATE: 06/07/2022
SUBJECT: An Ordinance accepting a Certain Bid from Cargill, Inc., through the Joint Municipal Improvement Consortium as Supplier of Untreated Rock Salt for Snow and Ice Removal for the 2022-2023 Winter Season; and declaring this to be an urgent measure

Mayor,

Mayor,

The City of Beachwood's agreement with Compass Minerals to supply salt through the Brecksville Consortium ends on November 1st. Bids were received through the consortium in May and the low bidder this year was Cargill Inc. at $52.21 per ton. Cargill Inc. has worked for us in the past and we believe they can successfully supply the City of Beachwood with salt for the 2022-2023 winter season.

It is our recommendation to enter into an agreement with Cargill Inc. and accept their bid. With your permission, I would like to add this to the next available council agenda.

If you have any questions in regards to the attached information, please contact me to discuss this item in further detail.

INTRODUCED BY: ORDINANCE NO. 2022-86

AN ORDINANCE ACCEPTING A CERTAIN BID FROM CARGILL, INC., THROUGH THE JOINT MUNICIPAL IMPROVEMENT CONSORTIUM AS SUPPLIER OF UNTREATED ROCK SALT FOR SNOW AND ICE REMOVAL FOR THE 2022-2023 WINTER SEASON; AND DECLARING THIS TO BE AN URGENT MEASURE

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

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

WHEREAS, the consortium, through advertisement by the City of Brecksville, has received a bid from Cargill, Inc., for crushed rock salt (sodium chloride) for snow and ice removal for the 2022-2023 Winter season beginning November 1, 2022 through October 31, 2023; and

WHEREAS, the consortium pricing for the Winter season of 2022-2023 is as follows:

Untreated Salt
$52.21 per ton

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

Section 1: Based upon the recommendation of the Public Works Director, the bid of Cargill, Inc., is found to be the lowest and best bid received on behalf of the Joint Municipal Improvement Consortium for crushed rock salt (sodium chloride) for snow and ice removal for the 2022-2023 Winter season. 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 in accordance with the written confirmation 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.

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 of the need to promptly prepare stores of necessary seasonal materials required to maintain the streets and sidewalks safe for persons and property; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 21st day of June, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of June, 2022.

_____
Clerk

Approval: I have approved this legislation this 22nd day of June, 2022 and filed it with the Clerk.

_____
Mayor

BID FORM

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

Cost for FIRST year, Untreated Sodium Chloride:

$ 52.21 Per Ton, Dump Delivery $ 59.21 Per Ton, Piler Delivery

Cost for FIRST year, Treated Sodium Chloride:

$ 68.32 Per Ton, Dump Delivery $ 75.32 Per Ton, Piler Delivery

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

80% Contractual Minimum/140% Maximum, per CMA: ✓ Yes ____ No
(based on Estimated Quantities, pg.4)

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 /Dump 200 /Piler

Name & Address of Bidder:
Cargill, Incorportated- Salt, Road Safety
24950 Country Club Blvd., Suite 450
North Olmsted, OH 44070
Phone: (800)- 600-7258 Fax: (440)- 716-0763
Email: Salt_Customercareroadsafety@cargill.com

Authorized Signature: Malinda Urian

Malinda Urian
(Please type or print name)

Title: Customer Care Representative

Enclosed: ____ Bid Guaranty/Contract Bond ✓ 10% Bid Bond ____ Bid Check, Amount $____

Date of Bid Submission: May 20th, 2022 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.

Cargill, Incorportated- Salt, Road Safety may subsequently agree to supply additonal tons of product on mutally agreeable terms, on a request-by-request basis. Under no circumstances shall Cargill, Incorportated be obligated to pay damages or penalties for failing to supply product in excess of the maximum quantity.

NAME OF BIDDER Cargill, Incorportated- Salt, Road Safety

**Please see attached **

REFERENCES

List references for similar contract work completed during the last two years. Include name and phone number of a contact person for each reference listed.

1. Company or Municipality Name_____

   Address_____

   Contact Name_____

   Phone_____ Email_____

   Contract Date_____

2. Company or Municipality Name_____

   Address_____

   Contact Name_____

   Phone_____ Email_____

   Contract Date_____

3. Company or Municipality Name_____

   Address_____

   Contact Name_____

   Phone_____ Email_____

   Contract Date_____

NAME OF BIDDER Cargill, Incorportated- Salt, Road Safety

CITY OF BRECKSVILLE BIDDER'S AFFIDAVIT
PERSONAL PROPERTY TAX DELINQUENCY

RE: City of Brecksville

Bid: Supplying Sodium Chloride in 2022/2023
Personal Property Tax Certification
Required by Ohio Revised Code
Section 5719.042

City of Brecksville
9069 Brecksville Road
Brecksville, OH 44141

Dear Sir:

Cargill, Incorportated- Salt, Road Safety
Company Name

Christine M. Rupert
~~President/Owner~~
ROAD SAFETY MANAGING DIRECTOR

(A) The above hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for any county in the State of Ohio at the time the bid was submitted for the above referenced contract.

OR

_____ _____
Company Name President/Owner

(B) The above hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for any county in the State of Ohio at the time of bid opening for the above referenced contract. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon, is $_____. It is understood that the Treasurer is required to transmit this statement to the County Treasurer.

It is understood that, by law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted to the Cuyahoga County Fiscal Officer within thirty days of the date it is submitted. The statement must be incorporated into the contract before any payment can be made under the subject contract.

_____SWORN TO before me and subscribed in my

presence this_____day of _____,20_____

_____
Notary Public

CERTIFICATE OF COMPLIANCE

By signing this certificate, I certify that I/my company is in full compliance with the political contributions limitations established in Ohio Revised Code 3517.13, and is therefore eligible to receive a contract from each City represented in this bid, except the City of None (state NONE if no exceptions).

Ohio Revised Code 3517.13 states in part that no political subdivision shall award any contract for the purchase of goods or services with a cost aggregating more than ten thousand dollars in a calendar year, to any individual, partnership or other unincorporated business, if any member of the firm, their spouse and/or certain other individuals has made, within the previous twenty-four months, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, or one or more contributions totaling in excess of two thousand dollars for the business. Bidders are responsible for understanding the code, how it pertains to their business and whether they comply. The complete Code can be found at http://codes.ohio.gov/orc/3517.13.

A list of City officials for each community can be found on their websites.

COMPANY NAME	Cargill, Incorportated- Salt, Road Safety
ADDRESS	24950 Country Club Blvd., Suite 450
	North Olmsted, OH 44070
AUTHORIZED SIGNATURE	Malinda Urian
PRINTED NAME	Malinda Urian
EMAIL ADDRESS	Salt_Customercareroadsafety@cargill.com
DATE SIGNED	5/17/2022

DESCRIPTION OF WORK TO BE PERFORMED

Supplying Sodium Chloride & Delivery When Required

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Ohio)
)ss
County of CUYAHOGA)

Malinda Urian, being first duly sworn, deposes and says that:

He/She is Customer Care Representative of Cargill, Incorportated- Salt, Road Safety, the bidder that has submitted the attached bid;

He is fully informed respecting the preparation and contents of the attached bid and all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid; either the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed directly or indirectly with any other bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted, or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly sought by agreement, collusion, communication, or conference with any other bidder, firm, or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit, or cost element of bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Brecksville, Ohio, or any person interested in the proposed contract; and the price or prices quoted in the attached bid are fair, proper, and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agent's representatives, owners, employees, or parties in interest, including this affiant.

Signed: Malinda Urian

Title: Customer Care Representative

Subscribed and sworn to before me this 17th day of May, 2022.

Jean R Davis
Notary Public Signature

My Commission expires 9/25/22

JEAN R DAVIS
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES 9/25/22

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved.

I hereby certify that an unresolved finding for recovery has not been issued against:

Cargill, Incorporated- Salt, Road Safety

(Company Name)

Signature: Malinda Urian

Printed Name: Malinda Urian

Title: Customer Care Representative

Date: 5/17/2022

**Please see attached **

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned_____, as Principal and _____as Surety, are hereby held and firmly bound unto the City of Brecksville, Ohio as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ _____, 20____, to undertake the project known as **Supplying Sodium Chloride to Municipal Purchasing Consortium.**

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of 100 percent of the payment of the penal sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION, IS SUCH that whereas the above named Principal has submitted a bid for the project.

NOW, THEREFORE, if the Obligee accepts the bid of the principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed the percent of the penalty hereof between the amount specified in the bid or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten days after receipt of notification of award of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein:

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the obligations of said Surety on its bond.

Signed this _____ day of _____, 20____.

PRINCIPAL:

_____

By:_____

Title:_____

SURETY COMPANY ADDRESS:

_____
Street

_____
City State Zip

SURETY:

_____

By:_____
Attorney-in Fact

SURETY AGENT'S ADDRESS:

_____
Agency Name

_____
Street State Zip



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

CUSTOMER REFERENCES

STATE OF KENTUCKY

Michael Williams, Snow and Ice Coordinator
11234 Wilkinson Blvd.
Frankfort, KY 40622-0001
PHONE 502-782-5616

STATE OF OHIO

Thomas Pannett, Administrator
1980 West Broad St.
Columbus, OH 43223
PHONE 614-728-2071

STATE OF WEST VIRGINIA

W.Kyle Stollings PE, Director Maintenance Div.
Bldg 5 Rm A-350
1900 Kanawha Blvd., East
Charleston, WV 25305
PHONE 304-558-2901

STATE OF MICHIGAN

Steve Motz, Administrator
525 W Allegan St.
Lansing, MI 48909
Phone 517-331-6086

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

Clearlane® Enhanced Deicer References

1) Town of Newington (CT)
Contact: Tom Molloy
131 Cedar St
Newington, CT 06111
Ph# (860 667-5810

2) Town of Webster (MA)
Contact: Kenneth Pizzetti
23 Cudworth Rd.
Webster, MA 01570
Ph# (508) 949-3862

3) City of St. Paul (MN)
Contact: Chris Reese- Street Maintenance Supervisor III
873 North Dale Street
St. Paul, MN 55103
Ph# (651) 261-9703

4) City of Noblesville (IN)
Contact: Patty Johnson
1575 Pleasant Street
Noblesville, IN 46060
Ph# (317) 776-6348 ext. 113

5) City of Bloomington (IN)
Contact: Joe Vandeventer
1981 South Henderson
Bloomington, IN 47401
Ph# (812) 327-3336

6) City of Indianapolis (IN)
Contact: Steve Pruitt
1725 South West St
Indianapolis, IN 46225
Ph# (317) 327-2912

7) Abraxus Snow Removal (OH)
Contact: Frank Dedon
P.O. Box 30550
Cleveland, OH 44130
Ph# (216) 244-6793

SAFETY DATA SHEET

1. Identification

Product identifier ClearLane® enhanced deicer

Other means of identification

SDS number NC19

Synonyms Sodium Chloride mixed with Magnesium Chloride

Recommended use Salt may be intended for several industrial applications includeing deicing.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Cargill Incorporated

Address Minneapolis, MN 55440

Telephone 1-888-385-7258

Website www.cargillsalt.com

Emergency telephone number CHEMTREC (800) 424-9300

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Not classified.

OSHA defined hazards Not classified.

Label elements

Hazard symbol None.

Signal word None.

Hazard statement The mixture does not meet the criteria for classification.

Precautionary statement

Prevention Observe good industrial hygiene practices.

Response Wash hands after handling.

Storage Store away from incompatible materials.

Disposal Dispose of waste and residues in accordance with local authority requirements.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information None.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Sodium Chloride	7647-14-5	91.0-96.0
Water	7732-18-5	2.3-3.6
Magnesium chloride	7786-30-3	1.0-1.3
Sodium Gluconate	527-07-1	<0.02
Xanthan gum	11138-66-2	<0.02
FD&C Blue No. 1	3844-45-9	0.05 – 0.20
FD&C Red 40	25956-17-6	0.05 – 0.20
Tartrazine	1934-21-0	0.05 – 0.20

Trans -2851	Proprietary	0.4-0.8 ppm

4. First-aid measures

Inhalation	If dust from the material is inhaled, remove the affected person immediately to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Give one or two glasses of water if patient is alert and able to swallow. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Use extinguishing agent suitable for type of surrounding fire.
Unsuitable extinguishing media	None known.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed such as: Carbon oxides (COx). Hydrogen chloride gas. Metal oxides.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Use water spray to cool unopened containers.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	This product is not flammable or combustible.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	If sweeping of a contaminated area is necessary use a dust suppressant agent which does not react with the product. Collect dust using a vacuum cleaner equipped with HEPA filter. Minimize dust generation and accumulation. Avoid release to the environment. Following product recovery, flush area with water. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Provide appropriate exhaust ventilation at places where dust is formed. Minimize dust generation and accumulation. Avoid breathing dust. Avoid contact with eyes. Avoid contact with water and moisture. Keep away from strong acids. May evolve chlorine gas when in contact with strong acids. Hydrogen chloride release above 1400°F. Do not reuse containers. Practice good housekeeping.
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS). Becomes hygroscopic at 70-75% relative humidity. Avoid humid or wet conditions as product will cake and become hard. Keep out of reach of children.

8. Exposure controls/personal protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Ventilation should be sufficient to effectively remove and prevent buildup of any dusts or fumes that may be generated during handling or thermal processing.

Individual protection measures, such as personal protective equipment

Eye/face protection	Unvented, tight fitting goggles should be worn in dusty areas.

Skin protection	
Hand protection	Wear appropriate chemical resistant gloves.
Skin protection	
Other	Wear suitable protective clothing.
Respiratory protection	If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance	Green damp crystalline solid.
Physical state	Solid.
Form	Damp crystalline solid.
Color	Green.
Odor	None.
Odor threshold	Not available.
pH	7 - 8.6
Melting point/freezing point	1473.8 °F (801 °C)
Initial boiling point and boiling range	2669 °F (1465 °C) (760 mmHg)
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	2.4 mm Hg (1376.6 °F (747 °C))
Vapor density	Not available.
Relative density	2.16 (H2O = 1)
Solubility(ies)	
Solubility (water)	26.4 %
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Bulk density	72 - 80 lb/ft³
Molecular formula	NaCl, MgCl2
Molecular weight	NaCl = 58.44, MgCl2 = 95.22
pH in aqueous solution	5 - 9

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.

Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials. Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air).
Incompatible materials	Avoid contact with strong acids, caustics, ammonia and cyanides. Sodium chloride is incompatible with lithium and bromine trifluoride. Magnesium chloride is incompatible with Furan-2-peroxycarboxylic acid.
Hazardous decomposition products	May evolve chlorine gas when in contact with strong acids. Possibly chlorine, nitrogen and sodium containing compounds.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Inhalation of dusts may cause respiratory irritation.
Skin contact	Prolonged or repeated skin contact may cause irritation. If applied to damaged skin, absorption can occur with effects similar to those via ingestion.
Eye contact	Dust in the eyes will cause irritation.
Ingestion	Expected to be a low ingestion hazard.
Symptoms related to the physical, chemical and toxicological characteristics	Eye and skin contact: Exposure may cause temporary irritation, redness, or discomfort. For ingestion, consuming less than a few grams would not be harmful. The following effects were observed after ingesting an excessive quantity: nausea and vomiting, diarrhea, cramps, restlessness, irritability, dehydration, water retention, nose bleed, gastrointestinal tract damage, fever, sweating, sunken eyes, high blood pressure, muscle weakness, dry mouth and nose, shock, cerebral edema (fluid on brain), pulmonary edema (fluid in lungs), blood cell shrinkage, and brain damage (due to dehydration of brain cells). Death is generally due to cardiovascular collapse or CNS damage.

Information on toxicological effects

Acute toxicity	In some cases of confirmed hypertension, ingestion may result in elevated blood pressure. Ingestion of large amounts (greater than 0.1 pound) can cause gastrointestinal upset and irritation of the stomach. Rare cases of over exposure can lead to systemic toxicity related to the binding of ionized blood calcium.

Components	Species	Test Results
Magnesium chloride (CAS 7786-30-3)		
Acute		
Oral		
LD50	Rat	2800 mg/kg
Sodium Chloride (CAS 7647-14-5)		
Acute		
Oral		
LD50	Rat	3000 mg/kg

Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Serious eye damage/eye irritation	Dust in the eyes will cause irritation.
Respiratory or skin sensitization	
Respiratory sensitization	Not available.
Skin sensitization	This product is not expected to cause skin sensitization.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

FD&C Blue No. 1 (CAS 3844-45-9) 3 Not classifiable as to carcinogenicity to humans.

NTP Report on Carcinogens

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Not classified.

Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Due to the physical form of the product it is not an aspiration hazard.

12. Ecological information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Other adverse effects	None known.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not applicable.

15. Regulatory information

US federal regulations	This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical	Yes
Classified hazard categories	Acute toxicity (any route of exposure)

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. Massachusetts RTK - Substance List

FD&C Blue No. 1 (CAS 3844-45-9)

US. New Jersey Worker and Community Right-to-Know Act

Not listed.

US. Pennsylvania Worker and Community Right-to-Know Law

Not listed.

US. Rhode Island RTK

Not regulated.

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

Magnesium chloride (CAS 7786-30-3)

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	No
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	No
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	No
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	No
Korea	Existing Chemicals List (ECL)	No
New Zealand	New Zealand Inventory	No
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	No
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	30-December-2014
Revision date	16-April-2018
Version #	04
HMIS® ratings	Health: 1 Flammability: 0 Physical hazard: 0 Personal protection: A

Disclaimer

All statements, technical information and recommendations contained herein are, the best of our knowledge, reliable and accurate; however no warranty, either expressed or implied is made with respect thereto, nor will any liability be assumed for damages resultant from the use of the material described.

It is the responsibility of the user to comply with all applicable federal, state and local laws and regulations. It is also the responsibility of the user to maintain a safe workplace. The user should consider the health hazards and safety information provided herein as a guide and should take the necessary steps to instruct employees and to develop work practice procedures to ensure a safe work environment.

This information is not intended as a license to operate under, or a recommendation to practice or infringe upon any patent of this Company or others covering any process, composition of matter or use.

Technical Information

ClearLane® enhanced deicer

DESCRIPTION:

ClearLane® enhanced deicer is an enhanced deicing salt product containing a pre-wetting agent, coloring agent, and a corrosion inhibitor. It is a highly effective performer that protects exposed steel surfaces from damp salt corrosion and remains free-flowing at low temperatures. It adheres to the road surface more effectively than dry salt, minimizing loss of deicer from wind and traffic scatter, providing more efficient deicing.

COMPLIANCE:

ClearLane® enhanced deicer is not approved for human or animal consumption. It is intended for use only as a chemical deicer on roadways and thoroughfares.

ADDITIVES:

ClearLane® enhanced deicer contains a patent pending pre-wetting agent.

APPLICATION:

ClearLane® enhanced deicer can be applied at the same rate as regular highway deicing salt. Depending on the conditions present at the time of application, **ClearLane® enhanced deicer** may be applied at lower application rates than regular deicing salt.

HANDLING AND STORAGE:

ClearLane® enhanced deicer requires no additional handling, equipment or labor over and above that used for regular highway deicing salt. To improve caking resistance and reduce run-off, it is recommended that the product be stored in a covered storage shed or tarped. Normal precautionary measures for the safe handling of deicers should be observed.

PACKAGING:

ClearLane® enhanced deicer is available only in bulk form.

METHODS OF ANALYSIS:

Methods of analysis are taken from the ASTM designations D 632-99, E 534-98, and from Cargill Salt. pH is reported on a dilution of 1 part pre-wetting agent to 4 parts water.

CHEMICAL ANALYSIS OF TREATED SALT

Component	Units	Typical
Sodium Chloride Deicing Salt	%	95.9
Pre-wetting Agent	%	4.1

CHEMICAL ANALYSIS OF PRE-WETTING AGENT

Component	CAS	Units	Typical
Water	7732-18-5	%	67 - 70
Magnesium chloride	7786-30-3	%	26 - 29
Sodium gluconate	527-07-1	%	0.25 – 0.35
Xanthan Gum	11138-66-2	%	0.2 – 0.4
Colorant Blend		%	0.01 – 0.06
FDC Blue 1	3844-45-9		
Tartrazine	1934-21-0		
FD&C Red 40	25956-17-6		
Trans-2851	proprietary	ppm	0.4 – 0.8
pH			7.0 - 8.6

SIEVE ANALYSIS:

U.S.S. Mesh	Opening Inches	Opening Microns	Specification
½"	0.500	12700	100
3/8"	0.375	9525	95 - 100
4	0.187	4760	20 - 90
8	0.0937	2380	10 - 60
30	0.0232	590	0 - 15

Note: Sieve analysis is reported as percent passing. The dry salt utilized in this product complies fully with ASTM specification D632-99, Type 1, Grade 1. Sieve analysis of the final product differs from the ASTM dry salt specification due to the effect of the liquid prewetting agent on the sieve.

PRODUCING LOCATIONS: VARIOUS LOCATIONS ACROSS THE U.S.

Material Number 100012763

No. 7714- Sept 2015 Rev 11

CARGILL DEICING TECHNOLOGY
24950 Country Club Blvd. Ste 450
North Olmsted, OH 44070
1-800-600-7258

NOTICE: All of the above statements, recommendations, suggestions and data are based on our laboratory results, and we believe same to be reliable. Nevertheless, with the exception of data showing an express guaranty (such as in the case of products specifically designed for use as nutrient supplements), all such statements, recommendations, suggestions and data hereinabove presented are made without guaranty, warranty or responsibility of any kind on our part.

Cargill® Deicing Salts

Bulk Ice Control Salt



Product Description and Application

Bulk Ice Control Salt
This product is a coarse screened, sodium chloride salt obtained from underground bedded salt deposits extracted by physical mining. This salt is intended for use only as a chemical deicer on highways and roadways.

This salt complies with ASTM D 632, Type 1, Grade 1, Standard Specification for Sodium Chloride. This salt may contain Yellow Prussiate of Soda, which is added to improve caking resistance.

This product is not approved for human or animal consumption and is intended for use only in chemical or industrial applications.

Methods of Analysis

Methods of analysis and product performance evaluation based on ASTM E 534, ASTM D 632 and Cargill internal methods.

Producing Locations

This product is mined at Cargill Salt locations, Avery Island, LA; Cleveland, OH; Lansing, NY. Product of the USA.



Physical Information

Chemical Analysis

PHYSICAL	TYPICAL
Sodium Chloride (dry) CAS No. 7647-14-5 %	98.0
Water Insolubles %	2.0 max.
Surface Moisture %	1.0 max
Yellow Prussiate of Soda* CAS No. 13601-19-9 ppm	50

*Optional anti-caking agent

Sieve Analysis

PERCENT PARTICLE SIZE DISTRIBUTION (SCREENS)	OPENING INCHES	OPENING MICRONS	TYPICAL % PASSING
Sieve - USS 1/2 Mesh Retained	0.500	12500	100
Sieve - USS 3/8 Mesh Retained	0.375	9500	98
Sieve - USS 4 Mesh Retained	0.187	4750	75
Sieve - USS 8 Mesh Retained	0.0937	2360	42
Sieve - USS 30 Mesh Retained	0.0232	600	10

Bulk Density

PARAMETER	TYPICAL
Pounds per Cubic Foot	75
Grams per Liter	1200

Product Configuration

PRODUCT NAME	SAP DESCRIPTION	SAP NUMBER
Bulk Ice Control Salt		
Bulk	DEICER SALT ICE CNTRL BLK DR	100011135

Why Cargill?

- Salt products are an integral part of Cargill – one of the world's largest food ingredient providers and a recognized leader in the food processing industry.
- Our products go well beyond standard and high purity salt: Our Alberger® brand, Microsized®, Premier™, CMF®, sea salts, and our sodium reduction solutions such as Potassium Pro® and FlakeSelect®, make up the most extensive product line in the industry.
- We offer full EDI capabilities for customers who need to exchange information via Electronic Data Interchange and the only online ordering portal in the industry, www.cargillsaltstore.com.
- Cargill's nationwide distribution capabilities, combined with the best logistics and customer service specialists in the business, ensure that you get the right salt at the right time.

www.cargillsaltstore.com **Customer Service: (800) 600-SALT (7258)**

CONTACT

Cargill Salt
P.O. Box 5621
Minneapolis, MN 55440
Phone: 888-385-SALT (7258)
www.cargillsalt.com

All specifications are approximate. Please contact your broker or Cargill representative for exact specifications.

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SALT-3892 (10/19)

www.cargillsalt.com
www.cargilldeicing.com

Cargill®

SAFETY DATA SHEET

1. Identification

Product identifier	**Bulk Ice Control Salt with YPS**
Other means of identification	
SDS number	NB2
Synonyms	Bulk Rock Salt with YPS * Ice Control Salt. * Halite * Sodium Chloride (Salt).
Recommended use	Salt is intended for several industrial applications including deicing.
Recommended restrictions	None known.
Manufacturer/Importer/Supplier/Distributor information	
Manufacturer	
Company name	Cargill Incorporated
Address	Minneapolis, MN 55440
Telephone	1-888-385-7258
Website	www.cargillsalt.com
Emergency telephone number	CHEMTREC (800) 424-9300

2. Hazard(s) identification

Physical hazards	Not classified.
Health hazards	Not classified.
OSHA defined hazards	Not classified.
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The mixture does not meet the criteria for classification.
Precautionary statement	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials.
Disposal	Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Sodium Chloride	7647-14-5	95.8-99.8
Sodium Ferrocyanide Decahydrate	13601-19-9	0.0050-0.0100

GRAS Substance (Generally Recognized As Safe).

4. First-aid measures

Inhalation	If dust from the material is inhaled, remove the affected person immediately to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.

Ingestion	Give one or two glasses of water if patient is alert and able to swallow. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed such as: Carbon oxides (COx). Hydrogen Chloride (HCl). Hydrogen cyanide. Metal oxides.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Use water spray to cool unopened containers.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	This product is not flammable or combustible.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	If sweeping of a contaminated area is necessary use a dust suppressant agent which does not react with the product. Collect dust using a vacuum cleaner equipped with HEPA filter. Minimize dust generation and accumulation. Avoid release to the environment. Following product recovery, flush area with water. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Provide appropriate exhaust ventilation at places where dust is formed. Minimize dust generation and accumulation. Avoid breathing dust. Avoid contact with eyes. Avoid contact with water and moisture. Keep away from strong acids. Practice good housekeeping.
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS). Becomes hygroscopic at 70-75% relative humidity. Avoid humid or wet conditions as product will cake and become hard.

8. Exposure controls/personal protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Ventilation should be sufficient to effectively remove and prevent buildup of any dusts or fumes that may be generated during handling or thermal processing.

Individual protection measures, such as personal protective equipment

Eye/face protection	Unvented, tight fitting goggles should be worn in dusty areas.
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves.
Skin protection	
Other	Wear suitable protective clothing.
Respiratory protection	If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance	White crystalline solid
Physical state	Solid.
Form	Crystalline solid.
Color	White to opaque
Odor	Halogen odor when heated
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	1473.8 °F (801 °C)
Initial boiling point and boiling range	2669 °F (1465 °C) (760 mmHg)
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	2.4 mm Hg (1376.6 °F (747 °C))
Vapor density	Not available.
Relative density	2.16 (H2O = 1)
Solubility(ies)	
Solubility (water)	26.4 %
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Bulk density	35 - 83 lb/ft³
Molecular formula	NaCl
Molecular weight	58.44
pH in aqueous solution	6 - 9

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials. Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air).
Incompatible materials	Avoid contact with strong acids. Becomes corrosive to metals when wet.
Hazardous decomposition products	May evolve chlorine gas when in contact with strong acids.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Inhalation of dusts may cause respiratory irritation.
Skin contact	Prolonged or repeated skin contact may cause irritation.
Eye contact	Dust in the eyes will cause irritation.
Ingestion	Expected to be a low ingestion hazard.
Symptoms related to the physical, chemical and toxicological characteristics	Eye and skin contact: Exposure may cause temporary irritation, redness, or discomfort. For ingestion, consuming less than a few grams would not be harmful. The following effects were observed after ingesting an excessive quantity: nausea and vomiting, diarrhea, cramps, restlessness, irritability, dehydration, water retention, nose bleed, gastrointestinal tract damage, fever, sweating, sunken eyes, high blood pressure, muscle weakness, dry mouth and nose, shock, cerebral edema (fluid on brain), pulmonary edema (fluid in lungs), blood cell shrinkage, and brain damage (due to dehydration of brain cells). Death is generally due to cardiovascular collapse or CNS damage.

Information on toxicological effects

Acute toxicity In some cases of confirmed hypertension, ingestion may result in elevated blood pressure.

Components	Species	Test Results
Sodium Chloride (CAS 7647-14-5)		
Acute		
Oral		
LD50	Rat	3000 mg/kg

Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Serious eye damage/eye irritation	Dust in the eyes will cause irritation.
Respiratory or skin sensitization	
Respiratory sensitization	Not available.
Skin sensitization	This product is not expected to cause skin sensitization.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

NTP Report on Carcinogens

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Due to the physical form of the product it is not an aspiration hazard.

12. Ecological information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Other adverse effects	None known.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site.
Local disposal regulations	Dispose in accordance with all applicable regulations.

Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable.

15. Regulatory information

US federal regulations This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. Massachusetts RTK - Substance List

Not regulated.

US. New Jersey Worker and Community Right-to-Know Act

Not listed.

US. Pennsylvania Worker and Community Right-to-Know Law

Not listed.

US. Rhode Island RTK

Not regulated.

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 12-August-2014

Revision date 18-February-2018

Version # 02

HMIS® ratings
Health: 1
Flammability: 0
Physical hazard: 0
Personal protection: A

Disclaimer

All statements, technical information and recommendations contained herein are, the best of our knowledge, reliable and accurate; however no warranty, either expressed or implied is made with respect thereto, nor will any liability be assumed for damages resultant from the use of the material described.

It is the responsibility of the user to comply with all applicable federal, state and local laws and regulations. It is also the responsibility of the user to maintain a safe workplace. The user should consider the health hazards and safety information provided herein as a guide and should take the necessary steps to instruct employees and to develop work practice procedures to ensure a safe work environment.

This information is not intended as a license to operate under, or a recommendation to practice or infringe upon any patent of this Company or others covering any process, composition of matter or use.

BID BOND

KNOW ALL BY THESE PRESENTS, That we, **Cargill, Incorporated - Salt, Road Safety**

of **24950 Country Club Blvd., #450, North Olmstead, OH 44070**

(hereinafter called the Principal), as Principal, and **Liberty Mutual Insurance Company**

(hereinafter called the Surety), as Surety are held and firmly bound unto CITY OF BRECKSVILLE

(hereinafter called the Obligee) in the penal sum of THREE HUNDRED SIXITY FOUR THOUSAND

NINE HUNDRED TWENTY-FIVE & FORTY CENTS Dollars ($364,925.40)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for **Bulk Road Salt**

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with the surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 17TH day of MAY, 2022.

Heather Campbell
Witness

HEATHER CAMPBELL
CUSTOMER CARE REPRESENTATIVE II

Cargill, Incorporated - Salt, Road Safety (Seal)
Principal

Malinda Urian
Title

MALINDA URIAN
CUSTOMER CARE REPRESENTATIVE I

Ann Kloempken
Witness

Ann Kloempken

Liberty Mutual Insurance Company

By S.R. Donovan
S.R. Donovan Attorney-in-Fact

Acknowledgment

STATE OF MINNESOTA }
} ss.
COUNTY OF HENNEPIN }

On this 17TH day of MAY, 2022, before me a Notary Public within and for said County, personally appeared S. R. DONOVAN to me personally known, who being by me duly sworn did say that she is the Attorney-in-Fact of LIBERTY MUTAL INSURANCE COMPANY, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said S. R. DONOVAN acknowledged said instrument to be the free act and deed of said corporation.

Marie D. Saliterman, Notary Public

My Commission Expires: 1/31/2025

MARIE D SALITERMAN
Notary Public
Minnesota
My Commission Expires Jan. 31, 2025

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7403556

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian Turnwall; S.R Donovan

all of the city of Wayzata, state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of June, 2016.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of June, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17TH day of MAY, 2022.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

DocuSign Envelope ID: 32243A7D-77A7-43A4-911F-9D784C17FA3D

POWER OF ATTORNEY
Cargill, Incorporated – Salt, Road Safety

KNOW ALL MEN BY THESE PRESENTS, That Cargill, Incorporated, a Corporation duly organized and existing under the laws of the State of Delaware (the "Corporation"), and having its Home Office in the City of Minneapolis, Minnesota, has made, constituted and appointed, and does by these presents, constitute and appoint:

Jim Anderson	Kaitlyn L. Jackson	Angele Peterson
Jill Baker	Cindy Jasso	John Petryszyn
Shelly Brown	Tom Juhasz	Kristen Rekstad
Heather Campbell	Aaron Keeney	Dana Richardson
Deseree Caver	Mary Kleiner	Sean M. Riley
Patrick Connaughton	Keith Klug	Katelyn Rumpf
Sara Cope	Amanda Knaus	Christine M. Rupert
Jean Davis	Denise A. Koch	Anna Sarley
Katelyn Duché	Eric Koester	Malinda Urian
Ryan English	Brittany Kwasny	Beth Vanderbrink
Robert Florio	Sarah Liederbach	George Varga
Chris Gampfer	Alison Marincek	Briana Winter
Nadine Gilbert	Raven Mitchell	Judi Winter
Brittney Ingold	Chris Morr	Chet Womack

each its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver bids, bid bonds, contracts, performance bonds, and such other documents as may be necessary or required in connection with the bid, sale or delivery of mineral rock salt, solar salt, salt chemical mixtures, evaporated salt, and/or road deicing salt, to any state, county, city, municipality, or corporate body with which the Corporation may do business and to bind the Corporation thereby as fully and to the same extent as if such documents were signed by an officer of the Salt group, sealed with the Corporate Seal of the Corporation and duly attested by its Assistant Corporate Secretary, hereby ratifying and confirming all the said Attorney(s)-in-Fact may do in the premises.

IN WITNESS WHEREOF, Cargill, Incorporated has caused these presents to be signed by its Vice President, Cargill Salt, and its Assistant Corporate Secretary, and its Corporate Seal to be hereunto affixed this 20th day of December, 2021.

Cargill, Incorporated

DocuSigned by:
Christine Rupert
2CA11F3A20554BE...

By: _____
Christine Rupert, Vice President, Cargill Salt

DocuSigned by:
Jay A. Kroese
88D6DF69B2...

Attest: _____
Jay A. Kroese, Assistant Corporate Secretary

CARGILL INCORPORATED DELAWARE CORPORATE SEAL 1930

30549803

STATE OF OHIO

) ss

COUNTY OF CUYAHOGA

On, May, 17th ,2022, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Malinda Urian known to me to Attorney-in-Fact of CARGILL, INCORPORATED, the Corporation described in and that executed the within and fore-going instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation; and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in the certificate above.

Notary Public

JEAN R DAVIS
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES 9/25/22

INTRODUCED BY: ORDINANCE NO. 2022-87

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF SHAKER HEIGHTS, OHIO FOR THE BRYDEN-GREEN STORM SEWER IMPROVEMENTS PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the intersection of Green Road and Bryden Road is located in both the City of Shaker Heights and the City of Beachwood, and during heavy rain events the intersection is inundated with standing water, and Shaker residents on Bryden Road have had basement flooding and property damage, and this flooding is due to an existing culvert in the intersection that receives water flow from a natural channel in Shaker Heights as well as from storm sewers located in Shaker Heights and Beachwood, but which does not have sufficient capacity to handle significant wet weather events; and

WHEREAS, Beachwood conducted a hydraulic study of the existing culvert and drainage area, and developed multiple alternatives to determine the most favorable solution for this safety hazard, and based on input from both cities, the preferred solution is to install a culvert parallel to the existing culvert to convey the flow from the creek, while the existing culvert will convey flow from the storm mains, and several large inlet basins will be installed to minimize ponding on Bryden Road, and the existing stone walls at the outlet of the culvert, located in Beachwood, will be rehabilitated or repaired in order to ensure the channel has the capacity to convey all the water from the creek and storm sewers; and

WHEREAS, the Bryden-Green Storm Sewer Improvements Project (the "Project") will consist of two parts, the first part of which will involve the work on the channel walls that will be Beachwood's responsibility to design and construct at its cost ("Part 1"); and

WHEREAS, the second part of the Project will involve the culvert improvements, which will be a shared responsibility between Beachwood and Shaker Heights ("Part 2"); and

WHEREAS, Beachwood has paid for the design engineering of Part 1 and Part 2 of the Project plans, and will pay for Construction Administration and Inspection of Part 1 of the Project, and Construction Administration of Part 2 of the Project; and

WHEREAS, Shaker Heights will pay for the construction inspection of Part 2 of the Project; and

WHEREAS, the proportional benefit of Part 2 of the Project has been determined to be 50% for Shaker Heights and 50% for Beachwood; and

WHEREAS, the Cuyahoga County Department of Public Works is willing to provide Two Hundred Fifty Thousand Dollars and No/Cents ($250,000.00) to minimize the project costs, so that the estimated construction cost for each city for Part 2 of the Project would be Four Hundred Eight Thousand Nine Hundred Seventy-Nine Dollars and No/Cents ($408,979.00); and

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

Section 1: The Mayor is hereby authorized to enter into an Agreement with the City of Shaker Heights, Ohio in order for the City of Beachwood, Ohio to pay 50% of the cost of construction of Part 2 of the Bryden-Green Storm Sewer Improvements Project which project will be bid, contracted for and managed by the City of Beachwood. A copy of the Agreement is attached hereto and incorporated herein as Exhibit "A", for the Bryden and Green Storm Sewer Improvements Project, in a total amount not to exceed Four Hundred Eight Thousand Nine Hundred Seventy-Nine Dollars and No/Cents ($408,979.00).

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

Section 3: This Ordinance is 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 commence the Bryden and Green Storm Sewer Project at the earliest possible time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall 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 21st day of June, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of June, 2022.

_____
Clerk

Approval: I have approved this legislation this 22nd day of June, 2022 and filed it with the Clerk

_____
Mayor

Green-Bryden Storm Sewer Improvements – Project Agreement

This Agreement is made as of the _____ day of _____, 2022 ("Effective Date"), by and between the **CITY OF BEACHWOOD**, an Ohio municipal corporation, _____, Beachwood, Ohio 44122, (216) _____, and the **CITY OF SHAKER HEIGHTS**, an Ohio municipal corporation, 3400 Lee Road, Shaker Heights, Ohio 44120, (216) 491-1400.

WHEREAS, the City of Shaker Heights, Ohio and the City of Beachwood, Ohio desire to share the costs of construction as it relates to the proposed Green-Bryden Storm Sewer Improvements Project (the "Project"); and

WHEREAS, said project will provide for the installation of a new 8' X 3' concrete box culvert to be installed parallel to the existing 8' X 3' box culvert, and the installation of additional catch basins to adequately control the rainwater in the intersection of Green Road and Bryden Roads, as further described in Part 2 of the plans and specifications for the Project; and

WHEREAS, Part 1 of the Project is entirely in the City of Beachwood and will provide for the reconstruction of the channel walls from the culvert outlet headwall to the Canterbury Golf Club property line, and will be paid 100% by Beachwood; and

WHEREAS, the Cuyahoga County Department of Public Works has agreed to provide $250,000 toward the Project costs, and that would leave an estimated construction cost for each city of $408,979; and

WHEREAS, Beachwood has paid for the design engineering of Part 1 and Part 2 of the Project plans, and will pay for Construction Administration and Inspection of Part 1 of the Project, and Construction Administration of Part 2 of the Project; and

WHEREAS, Shaker Heights will pay for the construction inspection of Part 2 of the Project; and

WHEREAS, the proportional benefit of Part 2 of the Project has been determined to be 50% for Shaker Heights and 50% for Beachwood; and

WHEREAS, Shaker Heights has approved the terms of this agreement in Shaker Heights Ordinance No. _____, enacted on _____; and

WHEREAS, Beachwood has approved the terms of this agreement in Beachwood Ordinance 2022-__ dated_____.

NOW, THEREFORE, the parties agree and acknowledge the following:

1. Beachwood has or shall contract and pay for the design engineering of Part 1 and Part 2 of the Project plans, for the construction administration and inspection of Part 1 of the Project, and for construction administration of Part 2 of the Project.

2. Shaker Heights shall contract and pay for the construction inspection of Part 2 of the Project.

3. Beachwood shall advertise for bids for the construction of the Project, and share the result of the bids with Shaker Heights, and both Cities will agree upon the lowest and best bid. Beachwood will proceed to award to and enter into a contract with the recommended best bidder, and will process all payments to the contractor.

4. Beachwood shall pay all of the costs of construction of Part 1 of the Project.

5. Beachwood and Shaker Heights shall each pay 50% of the costs of construction of the Project that are not paid for through funds from the Cuyahoga County Department of Public Works. Shaker Heights shall reimburse Beachwood for 50% of the remaining construction costs of Part 2 of the Project. Shaker Heights shall make payment to Beachwood upon submission of proof of payment by Beachwood. The total construction costs of Part 2 of the Project are estimated on the attached Exhibit A (Engineer's Opinion of Probably Construction costs dated Feb. 2, 2022), which is attached hereto and incorporated herein.

6. No change orders to the construction contract for Part 2 of the Project will be approved without the consent of Beachwood and Shaker Heights.

Authorized representatives of each party to this Agreement, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

Acknowledged:

_____
Justin Berns, Mayor
City of Beachwood

Date: _____

Acknowledged:

_____
David E. Weiss, Mayor
City of Shaker Heights

Date: _____

Approved as to form:

_____
William M. Ondrey Gruber
Director of Law
City of Shaker Heights

CERTIFICATE OF THE BEACHWOOD DIRECTOR OF LAW

Approved as to form:

_____
Stewart Hastings, Law Director
Nathalie E. Supler, Assistant Law Director
Matthew A. Kurz, Assistant Law Director
Date: _____

CERTIFICATE OF THE BEACHWOOD DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City of Beachwood's obligations under this contract/proposal has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

_____

Larry Heiser
Director of Finance
Date: _____

CERTIFICATE OF THE SHAKER HEIGHTS DIRECTOR OF FINANCE

The sum of $_____is on and after (date) ___ _____in the City Treasury or in process of collection, to the credit of Fund # _____, and not appropriated for any other purpose.

Purchase Order No. _____

_____

John J. Potts, Director of Finance,
City of Shaker Heights

Date: _____

GREEN BRYDEN STORM SEWER IMPROVEMNTS
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PREPARED BY: GPD GROUP
February 2, 2022

REF. NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS I CTS	TOTAL PROJECT AMOUNT ESTIMATED DOLLARS I CTS
ROADWAY						
1	201	CLEARING AND GRUBBING, AS PER PLAN	LS	1	$ 5,000.00	$ 5,000.00
2	202	PIPE REMOVED, 24" AND UNDER	FT	311	$ 8.00	$ 2,488.00
3	202	REMOVAL MISC.: EXISTING CULVERT	FT	26	$ 250.00	$ 6,500.00
4	202	STRUCTURE REMOVED	EA	2	$ 500.00	$ 1,000.00
5	202	CATCH BASIN OR INLET REMOVED	EA	5	$ 500.00	$ 2,500.00
6	202	WALK REMOVED, AS PER PLAN	SF	785	$ 4.00	$ 3,140.00
7	203	ROADWAY, MISC.: EARTHWORK GRADING	LS	1	$ 10,000.00	$ 10,000.00
8	608	5" CONCRETE WALK , AS PER PLAN	SF	785	$ 8.00	$ 6,280.00
9	451	REINFORCED CONCRETE PAVEMENT, MISC.: 6" FIBER REIN. CONC. PAV'T, CLASS QC MS (APRONS/DRIVES)	SY	125	$ 135.00	$ 16,875.00
10	SPECIAL	ASPHALT DRIVE REMOVAL AND REPLACEMENT	SY	30	$ 200.00	$ 6,000.00
11	SPECIAL	CONCRETE DRIVE REMOVAL AND REPLACEMENT, AS DIRECTED	SY	10	$ 135.00	$ 1,350.00
12	SPECIAL	POTHOLING	EA	3	$ 1,000.00	$ 3,000.00
13	SPECIAL	RIGID BULKHEAD	EA	1	$ 500.00	$ 500.00
					ROADWAY SUBTOTAL =	$ 64,633.00
EROSION CONTROL						
14	SPECIAL	LAWN RESTORATION, AS PER PLAN	SY	1250	$ 3.50	$ 4,375.00
15	SPECIAL	INLET PROTECTION	EA	6	$ 250.00	$ 1,500.00
					EROSION CONTROL SUBTOTAL =	$ 5,875.00
DRAINAGE						
16	601	ROCK CHANNEL PROTECTION, TYPE B WITH FILTER	CY	30	$ 150.00	$ 4,500.00
17	611	6" CONDUIT, TYPE D, AS PER PLAN	FT	20	$ 55.00	$ 1,100.00
18	611	12" CONDUIT, TYPE B, AS PER PLAN, 706.02	FT	27	$ 105.00	$ 2,835.00
19	611	15" CONDUIT, TYPE B, AS PER PLAN, 706.02	FT	46	$ 115.00	$ 5,290.00
20	611	18" CONDUIT, TYPE B, AS PER PLAN, 706.02	FT	10	$ 160.00	$ 1,600.00
21	611	24" CONDUIT, TYPE B, AS PER PLAN, 706.02	FT	13	$ 185.00	$ 2,405.00
22	611	30" CONDUIT, TYPE B, AS PER PLAN, 706.02	FT	27	$ 195.00	$ 5,265.00
23	611	CATCH BASIN, NO. 3, AS PER PLAN	EA	5	$ 3,350.00	$ 16,750.00
24	611	MANHOLE, NO. 3, 60" DIA.	EA	2	$ 4,000.00	$ 8,000.00
25	SPECIAL	8'x3' CONDUIT, TYPE A, AS PER PLAN	FT	260	$ 1,500.00	$ 390,000.00
26	SPECIAL	RESIDENTIAL DRAINAGE CONNECTION, AS DIRECTED	FT	50	$ 50.00	$ 2,500.00
27	SPECIAL	CULVERT CONNECTION AND BULKHEAD	LS	1	$ 5,000.00	$ 5,000.00
					DRAINAGE SUBTOTAL =	$ 440,745.00
SANITARY SEWER						
28	611	8" CONDUIT, TYPE B, AS PER PLAN	FT	61	$ 190.00	$11,590.00
29	611	MANHOLE, NO. 3, 48" DIA.	EA	1	$ 7,000.00	$7,000.00
30	611	MANHOLE ADJUSTED TO GRADE	EA	2	$ 725.00	$1,450.00
					SANITARY SUBTOTAL =	$ 20,040.00
STRUCTURAL						
31	503	UNCLASSIFIED EXCAVATION	CY	170	$ 38.43	$ 6,533.10
32	503	COFFERDAMS AND EXCAVATION BRACING	LS	1	$ 15,000.00	$ 15,000.00
33	507	STEEL PILES, MISC.: HP12X53	FT	204	$ 31.85	$ 6,497.40
34	511	CLASS QC1 CONCRETE, HEADWALL INCLUDING FOOTING, AS PER PLAN	CY	21	$ 1,045.71	$ 21,959.91
35	511	CLASS QC1 CONCRETE, MISC.: CAST-IN-PLACE CONCRETE FACING	CY	24	$ 525.00	$ 12,600.00
36	512	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	SY	97	$ 25.14	$ 2,438.58
37	512	TYPE 2 WATERPROOFING, AS PER PLAN	SY	7	$ 24.55	$ 171.85
38	516	1" PREFORMED EXPANSION JOINT FILLER	SF	30	$ 8.61	$ 258.30
39	518	POROUS BACKFILL WITH GEOTEXTILE FABRIC	CY	6	$ 103.20	$ 619.20
40	518	6" PERFORATED CORRUGATED PLASTIC PIPE	FT	10	$ 9.83	$ 98.30
41	518	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS	FT	5	$ 19.04	$ 95.20
42	518	STRUCTURE DRAINAGE, MISC.: MIRADRAIN 5000 DRAINAGE SYSTEM OR EQUIVALENT	SF	467	$ 30.00	$ 14,010.00
43	524	DRILLED SHAFTS, 30" DIAMETER, AS PER PLAN	FT	132	$ 84.02	$ 11,090.64
44	610	RETAINING WALL, MISC.: 3" TIMBER LAGGING	SY	52	$ 100.00	$ 5,200.00
					STRUCTURAL SUBTOTAL =	$ 96,572.48
PAVEMENT						
45	255	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS QC MS, AS PER PLAN	SY	680	$ 160.00	$ 108,800.00
					PAVEMENT SUBTOTAL =	$ 108,800.00
WATERWORKS						
46	202	PIPE REMOVED, 24" AND UNDER (WATER MAIN)	FT	240	$ 1.50	$ 360.00
47	202	VALVE BOX REMOVED	EA	1	$ 300.00	$ 300.00
48	638	8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOLTLESS - RESTRAINED JOINTS AND FITTINGS	FT	180	$ 195.00	$ 35,100.00
49	638	12" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOLTLESS - RESTRAINED JOINTS AND FITTINGS	FT	125	$ 250.00	$ 31,250.00
50	638	16" STEEL PIPE ENCASEMENT BORED OR JACKED, AS PER PLAN	FT	75	$ 400.00	$ 30,000.00
51	638	20" STEEL PIPE ENCASEMENT BORED OR JACKED, AS PER PLAN	FT	52	$ 485.00	$ 25,220.00
52	638	8" CUTTING-IN SLEEVE, VALVE AND VALVE BOX	EA	3	$ 1,700.00	$ 5,100.00
53	638	12" CUTTING-IN SLEEVE, VALVE AND VALVE BOX	EA	2	$ 2,500.00	$ 5,000.00
54	638	FIRE HYDRANT REMOVED, AS PER PLAN	EA	1	$ 575.00	$ 575.00
55	638	6" FIRE HYDRANT, AS PER PLAN	EA	1	$ 5,500.00	$ 5,500.00
56	638	RETAP AND RECONNECT WATER SERVICE CONNECTION, AS DIRECTED	EA	2	$ 1,000.00	$ 2,000.00
57	SPECIAL	PIPE ABANDONDED, 24" AND UNDER (WATER MAIN)	FT	70	$ 50.00	$ 3,500.00
58	SPECIAL	ADDITIONAL 8" WATER MAIN FITTINGS, AS DIRECTED	EA	2	$ 700.00	$ 1,400.00
59	SPECAL	CITY OF CLEVELAND WATER DEPARTMENT CHARGES ALLOWANCE	ALLOW	1	$ 7,500.00	$ 7,500.00
					WATERWORKS SUBTOTAL =	$ 152,805.00

GREEN BRYDEN STORM SEWER IMPROVEMNTS
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PREPARED BY: GPD GROUP
February 2, 2022

REF. NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS I CTS	TOTAL PROJECT AMOUNT ESTIMATED DOLLARS I CTS
TRAFFIC CONTROL						
60	630	GROUND MOUNTED SIGN SUPPORT, NO. 3 POST	FT	27.1	$ 15.00	$ 406.50
61	630	SIGN POST REFELECTOR	EA	1	$ 65.00	$ 65.00
62	630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	EA	3	$ 85.00	$ 255.00
63	630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	EA	2	$ 12.00	$ 24.00
					TRAFFIC CONTROL SUBTOTAL =	$ 750.50
MAINTENANCE OF TRAFFIC						
64	614	DETOUR SIGNING	LS	1	$ 5,000.00	$ 5,000.00
65	614	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN	SNMT	8	$ 950.00	$ 7,600.00
66	616	WATER	MGAL	5	$ 50.00	$ 250.00
					MAINTENANCE OF TRAFFIC SUBTOTAL =	$ 12,850.00
INCIDENTALS						
67	614	MAINTAINING TRAFFIC	LS	1	$ 5,000.00	$ 5,000.00
68	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LS	1	$ 3,000.00	$ 3,000.00
69	624	MOBILIZATION	LS	1	$ 32,500.00	$ 32,500.00
70	SPECIAL	PRECONSTRUCTION VIDEO	LS	1	$ 800.00	$ 800.00
71	SPECIAL	AS-BUILT DRAWINGS	LS	1	$ 1,500.00	$ 1,500.00
72	SPECIAL	CONTINGENCY ALLOWANCE	ALLOW	1	$ 15,000.00	$ 15,000.00
73	SPECIAL	UTILITY ALLOWANCE	ALLOW	1	$ 10,000.00	$ 10,000.00
					INCIDENTAL SUBTOTAL =	$ 67,800.00
					BASE BID - SUBTOTAL =	$ 970,870.98
					10% OF SUBTOTAL (CONTINGENCY) =	$ 97,087.10
					PROJECT TOTAL =	**$ 1,067,958.08**

In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction cost are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost. Please note that the pricing, contingencies and opinion contained or referenced herein anticipates a standard economic environment, and does not account for any uncertainty related to COVID-19 or the current extreme market conditions. As such, Client and Consultant recognize the current market volatility due to such factors including but not limited to COVID-19 restrictions, material and equipment shortages, and rapid price fluctuations. The existence and contents of this document shall not be construed to create responsibility or liability of Client or Consultant for changes related to this estimate of probable cost.

CITY OF Beachwood

Motion
25325 Fairmount Blvd • Beachwood, Ohio 44122
Phone (216) 292-1914 • Fax (216) 292-1917

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: 4/19/2022

OWNER OF BUILDING: Joesph & Florence Mandel Jewish Day Scl PHONE: 216-464-4055

STREET ADDRESS: 26500 Shaker Blvd

CITY/STATE/ZIP: Beachwood Ohio 44122

APPLICANT: Ron Hale PHONE: 216-464-4055

COMPANY OR FIRM: Joesph & Florence Jewish Day School

EMAIL: RHale@Mandeljds.org

STREET ADDRESS: 26500 Shaker Blvd

CITY/STATE/ZIP: Beachwood Ohio 44122

PRESENTER(S) TO APPEAR AT THE P&Z MEETING (include name & email address):
Ron Hale RHale@Mandeljds.org

DESCRIPTION OF THE PROPERTY:

ADDRESSS: 26500 Shaker Blvd. SUITE #

TENANT NAME: Joseph & Florence Jewish Day School

PERMANENT PARCEL # 742 - 04 - 007 PRESENT USE: Education PROPOSED USE: Education

PURPOSE OF APPLICATION: Permit for outdoor pavilion

NATURE OF THE REQUEST (check as many as apply):

- ☒ Preliminary site plan approval
- ☒ Final site plan approval
- ☐ Lot split
- ☐ Lot consolidation
- ☐ Conditional use permit
- ☐ Rezoning
- ☐ Zoning text amendment
- ☐ Other _____
- ☐ Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.
Please explain reason for variance (**must indicate a hardship**):

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain.

********** (OVER) CONTINUED ON BACK**********

Planning & Zoning Submission Requirements:

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

Planning & Zoning Submission Filing Fees & Deposits:

A non-refundable filing fee in the amount of thirty-five dollars ($35.00) shall be paid to the City for each application submitted to the Planning and Zoning Commission; and…

A cash fee in the amount set forth in the following schedule shall be submitted in addition to the filing fee listed in subsection (a) hereof, at the time of application to the Planning and Zoning Commission and/or Council:

	Zoning District	**Fee**
(1)	U-1, A-1 / U-1, A-2 / U-2 / U-2A / Variances Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application required to be recorded with the County Recorder's Office.	**$300.00**
(2)	All other Zoning Districts for site development plan review (new building/addition)	**$5,000.00**
(3)	All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office	**$1,500.00**
(4)	For all Zoning Districts, excepting U-1, A-1/U-1, A-2/U-2/ and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious use	**$750.00**
(5)	Map Amendment	**$2,500.00**

We, the building owner and/or applicant, with our signature below, hereby agree to follow specifically the plans submitted to and approved by the Planning and Zoning Commission and do agree to construct said building(s) as depicted on said approved plans.

_____ _____ _____

SIGNATURE PRINTED NAME DATE

**********OFFICE USE ONLY**********

PLANNING & ZONING COMMISSION - P&Z No. _____ MEETING DATE: _____

FEE: RECEIPT #_____ AMOUNT $_____ DATE PAID _____

Preliminary Approval: _____ Final Approval: _____

Date Date

Recommendation to Council: ☐ YES ☐ NO Meeting Date: _____

Building & Community Development Department
William Griswold, Building & Community Development Director
Phone (216) 292-1914 • Fax (216) 292-1917

Tactical Planning, LLC

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

TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: May 16, 2022

RE: **P&Z 2022-12** **Mandel Jewish Day School**
26500 Shaker Bolevard

This request is for both preliminary and final site development plan approval to locate an open pavilion adjacent to the existing playground area near the southwest corner of the site. The proposed pavilion would be 20 ft. X 20 ft. and approximately 10.5 feet in height. The subject site is zoned U-5 Public and Institutional District. Section 1124.04(b)(2) requires that buildings be setback a minimum of 50 feet from side and rear property lines in U-5 Districts.

The Commission has historically considered the subject site part of a campus along with the JCC, Temple Tifereth, the Ganon Gil School, and the Maltz Museum because of the shared access and parking. As a result of that campus approach, the Commission has permitted accessory structures and buildings to be located closer to internal lot lines within the campus. In this instance, the pavilion would be 5 feet from the side lot line and 45 feet from the rear lot line. It should be noted that the playground equipment was permitted in this same location and there is an accessory structure on the JCC property that is very close to the same lot line. Being unenclosed, the proposed pavilion will be similar in impact to the playground equipment.

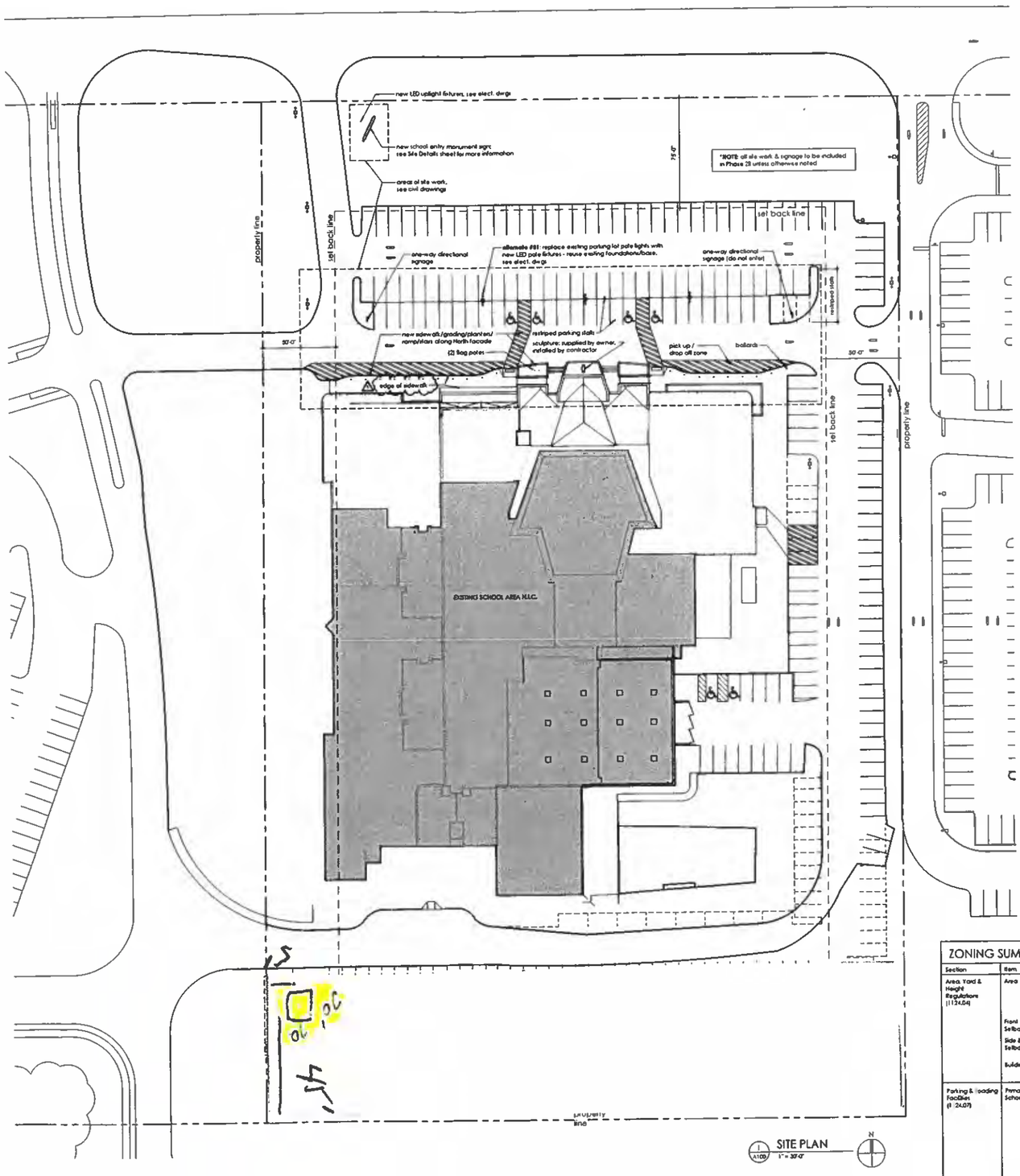
Variances in U-5 Districts require the concurrence of City Council so the Commission will need to act in the form of a recommendation to Council. Should the Commission determine to recommend approval of the variances and both preliminary and final site plan approval for the proposed open pavilion, the following stipulations are required:

1. Pursuant to Section 1159.04 it is determined that a practical difficulty will result on the subject site from the literal enforcement of Code Section 1124.04(b)(2) with regard to the required minimum side and rear yard setbacks.
2. Granting a variance of 5 feet to Section 1124.04(b)(2) to permit a rear yard

Ā

setback of 45 feet in lieu of the required 50 feet.

3. Granting a variance of 45 feet to Section 1124.04(b)(2) to permit a side yard setback of 5 feet in lieu of the required 50 feet.
4. Site plan approval is subject to any comments and/or recommendations of the City Engineer.



ZONING SUMMARY

Section	Item	Required	Provided	Variance
Area, Yard & Height Regulations (1124.04)	Area	bldg = 25% max of total lot area existing lot area: 304,948 sf x 25% = 76,237 sf	existing: 73,052 sf addition: 2,930 sf Total: 75,982 sf	no
	Front Setback	75'-0" min	complies	no
	Side & Rear Setback	50'-0" min	complies	no
	Building Ht.	2 stories or 40'-0" max	24'-0" max	no
Parking & Loading Facilities (1124.07)	Primary School	2 spaces per classroom plus 1 space for every 200 sf of non classroom space: 42 classrm x 2 = 84 36,158 sf / 200 non classrm space = 255 spaces total Required = 339 spaces, (6 handicap)	172 spaces, (6 handicap) land bank parking: 167 spaces Total Proposed w/ land bank 339 spaces (6 handicap)	yes (when not including land bank parking)

Project:
J&F MANDEL JEWISH DAY SCHOOL RENOVATION
PHASE 2A /2B / 2C

26500 SHAKER BLVD
BEACHWOOD, OH

LANDSCAPE:
OHM ADVISORS
6555 Carnegie Ave.
Cleveland, OH 44103
t: 216-865-5305

STRUCTURAL / CIVIL:
ERDMSON BAKER + ASSOCIATES
3030 W. Streetsboro Rd.
Richfield, OH 44286
t: 330-659-6688

MECHANICAL / ELECTRICAL / PLUMBING:
BIALOSKY CLEVELAND
6555 Carnegie Ave.
Cleveland, OH 44103
t: 216-687-2046

Seal:

STATE OF OHIO
BRUCE M HORTON 10790
REGISTERED ARCHITECT

Bruce M. Horton, License # 10790
Expiration Date: 12/31/2017

BIALOSKY
CLEVELAND

6555 Carnegie Avenue
Cleveland, Ohio 44103
t. 216.752.8750
f. 216.752.9437
www.bialosky.com

Project No: 16-43
Drawn / Checked: MD / PT

Issue:
CD-PERMIT SET 06/23/17
Addendum #1 07/07/17

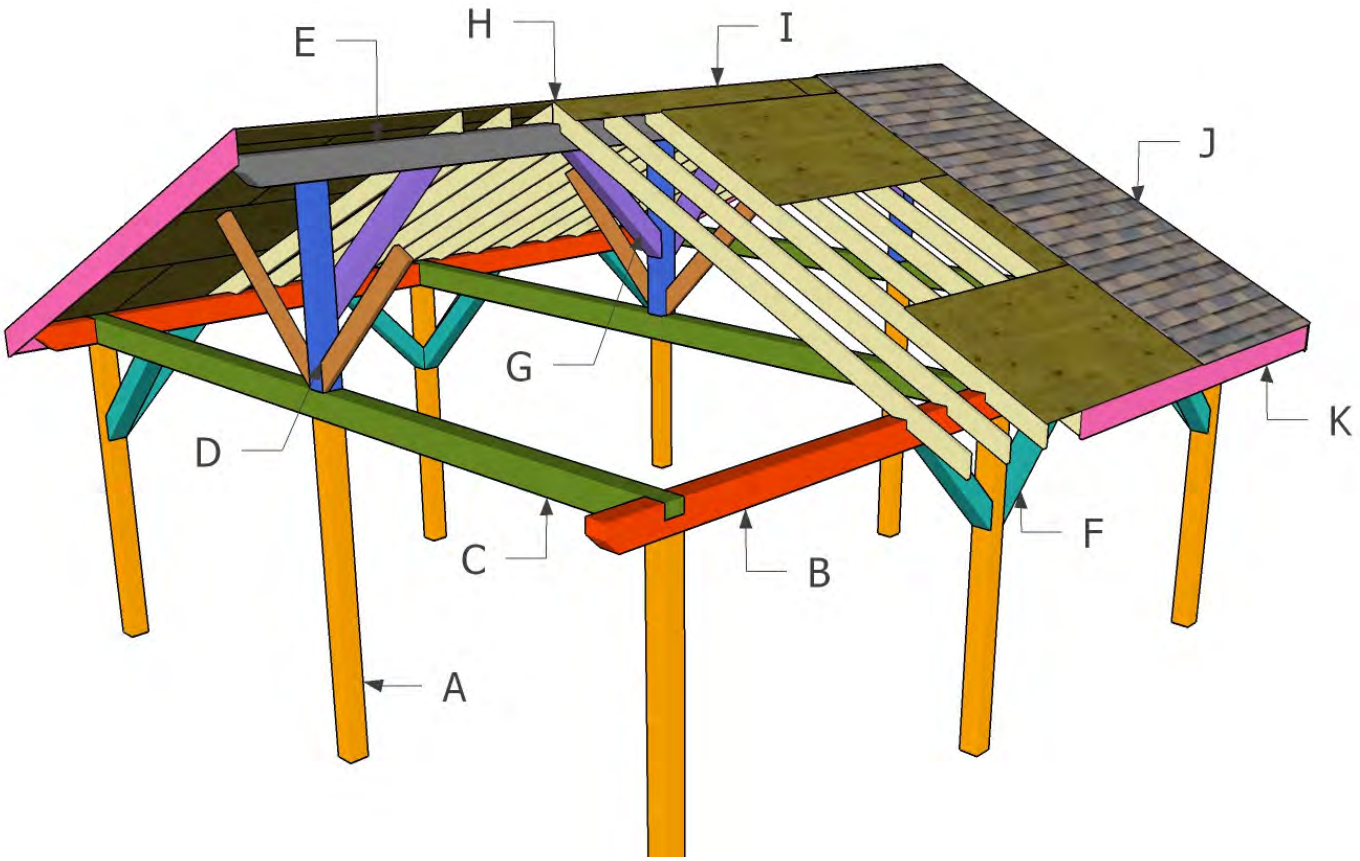
SITE PLAN

A100

20X20 PAVILION

©MyOutdoorPlans.com





MORE PLANS AT:

MYOUTDOORPLANS.COM/SHOP

MATERIALS LIST	PIECES
6x6 lumber - 8' long	9 pieces
6x6 lumber - 10' long	7 pieces
6x6 lumber - 12' long	1 piece
6x8 lumber - 12' long	6 pieces
6x8 lumber - 20' long	3 pieces
2x6 lumber - 10' long	3 pieces
2x6 lumber - 14' long	36 pieces
1x8 lumber - 12' long	4 pieces
1x8 lumber - 14' long	4 pieces
1/2" plywood - 4'x8'	19 pieces
Tar Paper & Asphalt Shingles	630 sq ft
6x6 Post Anchors	8 pieces
16" diameter tube form	8 pieces
Concrete	Several Bags
Stain	4 cans
Post to Beam Connector	6 pieces
Rafter ties	72 pieces
1 5/8" screws	800 pieces
2 1/2" screws	24 pieces
8" screws	12 pieces
10" screws	12 pieces
5 1/2" screws	75 pieces
2" nails	200 pieces
1 1/2" structural screws	2 boxes
2 1/2" structural screws	1 box
Drip edge	100 ft
Staples for tar paper	2000 pieces
3/4" Roofing Nails	2000 pieces

MY OUTDOOR PLANS

CUT LIST	PIECES
A - Posts - 6x6 lumber 8' long	8 pieces
B - Plates - 6x8 lumber 136" long	4 pieces
C - Plates - 6x8 lumber 20' long	3 pieces
D - Supports - 6x6 lumber 51 1/2" long	3 pieces
E - Ridge Beam - 6x8 lumber 136" long	2 pieces
F - Braces - 6x6 lumber 42 1/2" long	14 pieces
G - Braces - 6x6 lumber 48" long	4 pieces
H - Rafters - 2x6 lumber 156' long	36 pieces
I - Roof - 1/2" plywood 4'x8'	12 pieces
I - Roof - 1/2" plywood 4'x4'	4 pieces
I - Roof - 1/2" plywood 4'x80"	2 pieces
I - Roof - 1/2" plywood 32"x4'	4 pieces
I - Roof - 1/2" plywood 9 1/2"x96"	4 pieces
I - Roof - 1/2" plywood 9 1/2"x80"	2 pieces
K - Trims - 1x8 lumber 157 3/4" long	4 pieces
K - Trims - 1x8 lumber 128" long	2 pieces
K - Trims - 1x8 lumber 144" long	2 pieces
L - Decorative Elements - 2x6 lumber 53 1/2" long	6 pieces

Tools

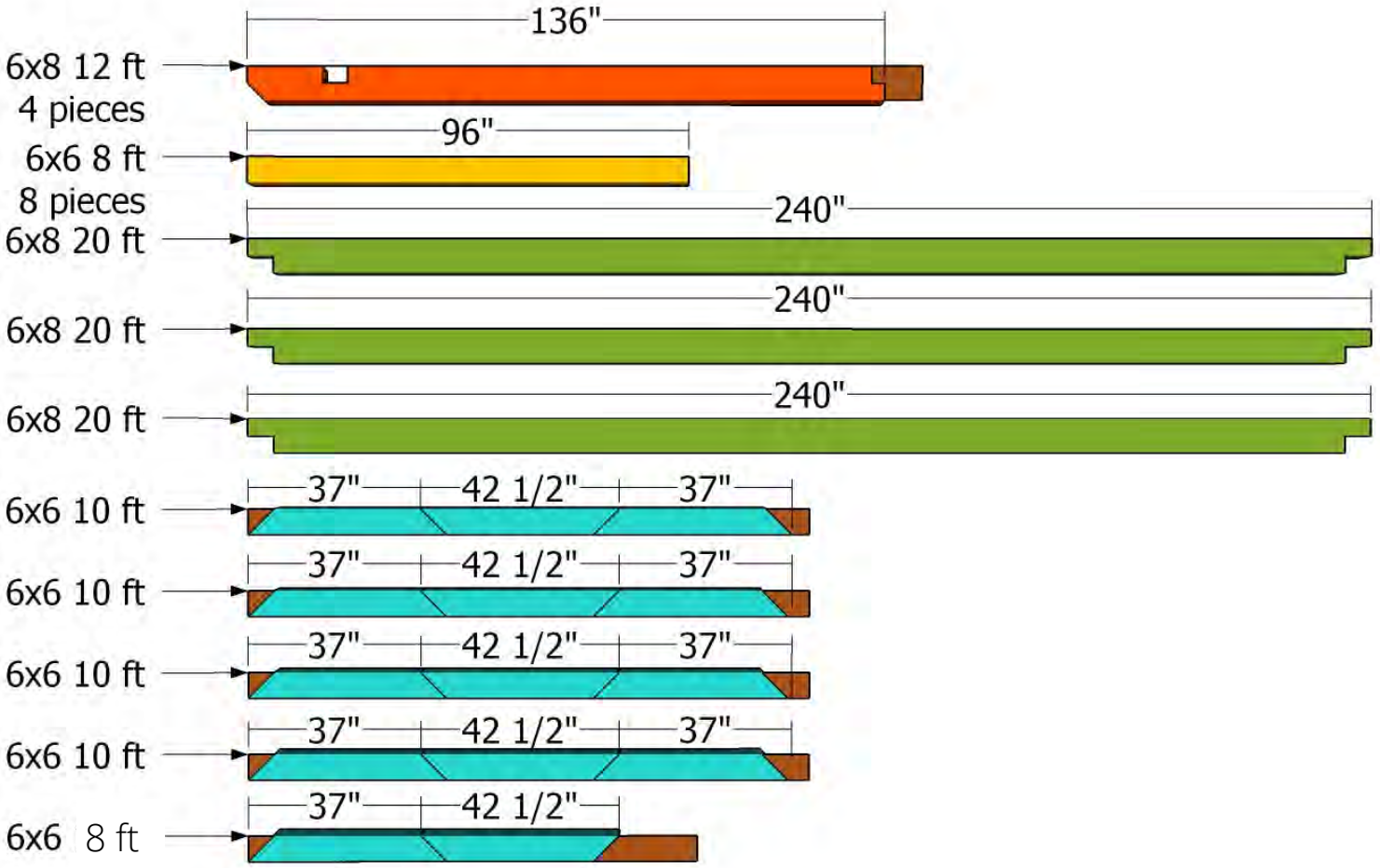
- Miter Saw
- Drill
- Orbital Sander
- Wheelbarrow, Shovel
- Spirit level
- Tape Measure, Pencil, Square, Brush
- Safety Glasses, Hearing Protection

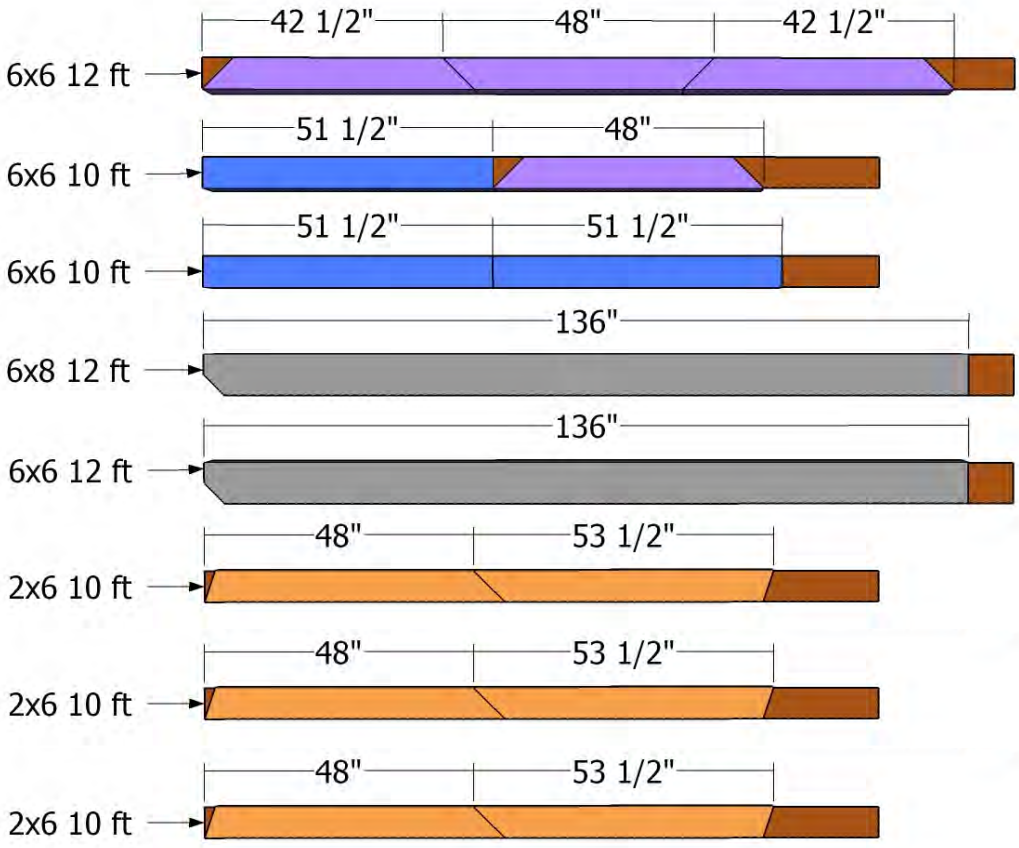
Time

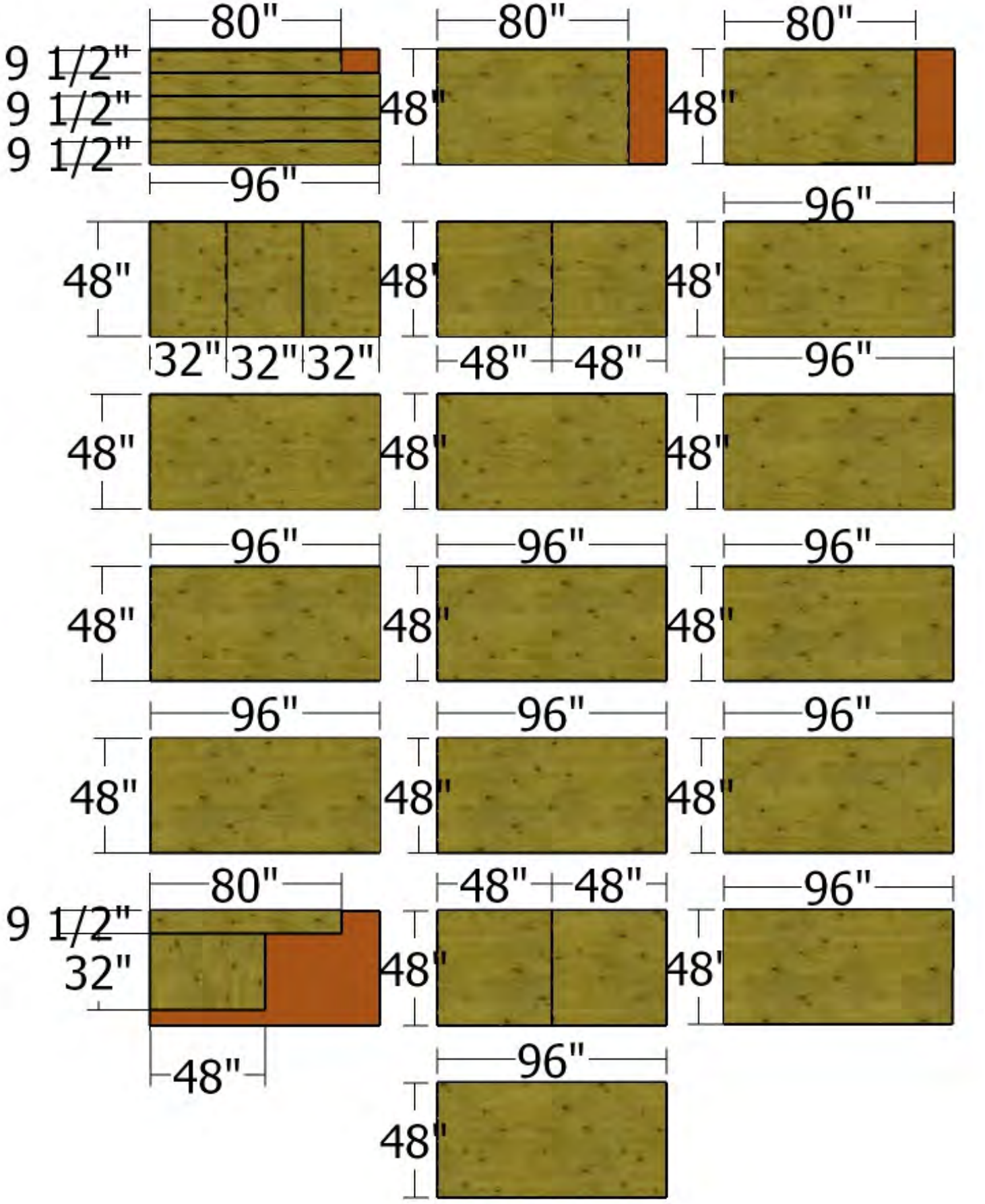
- 1 week

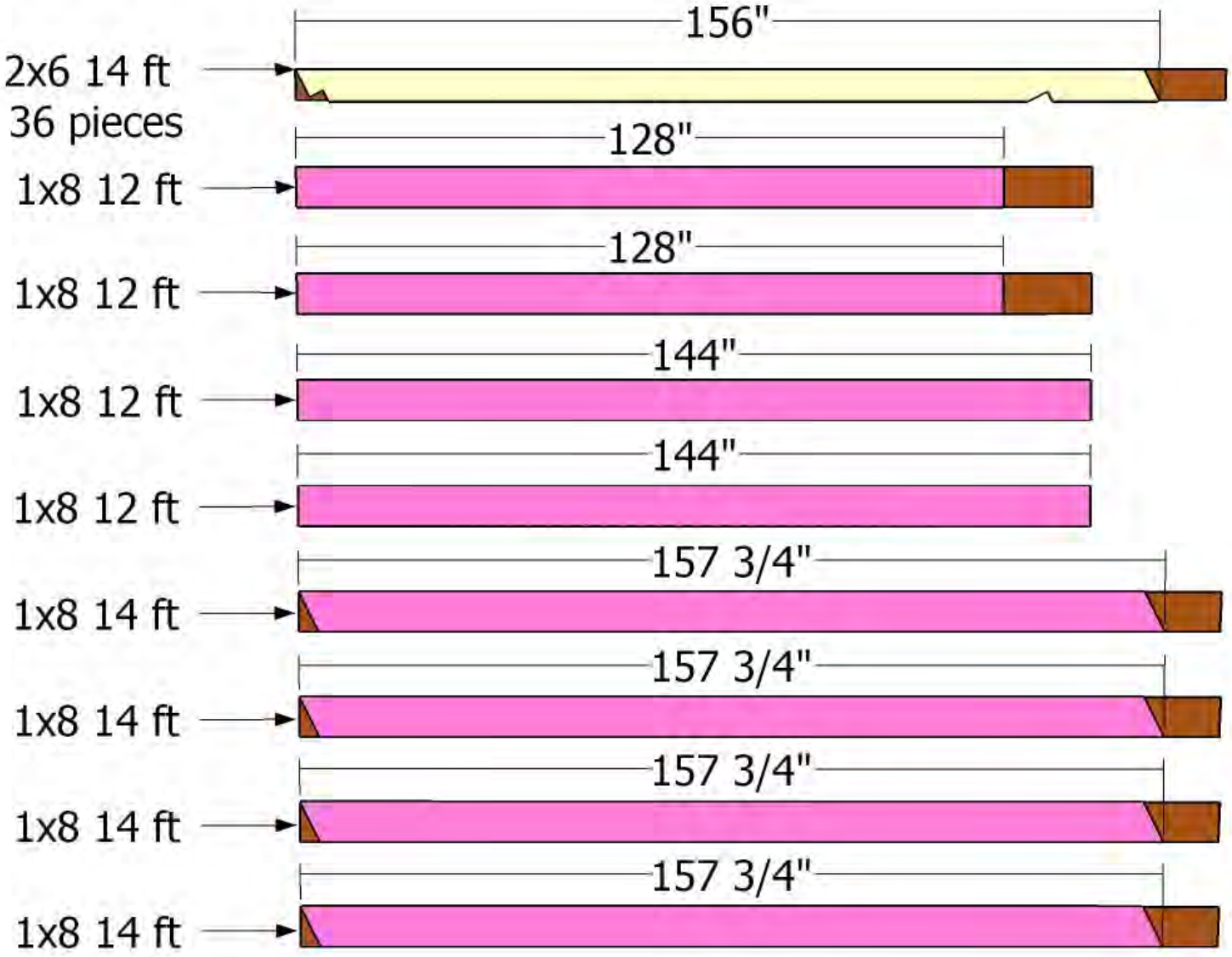
Cost Estimate

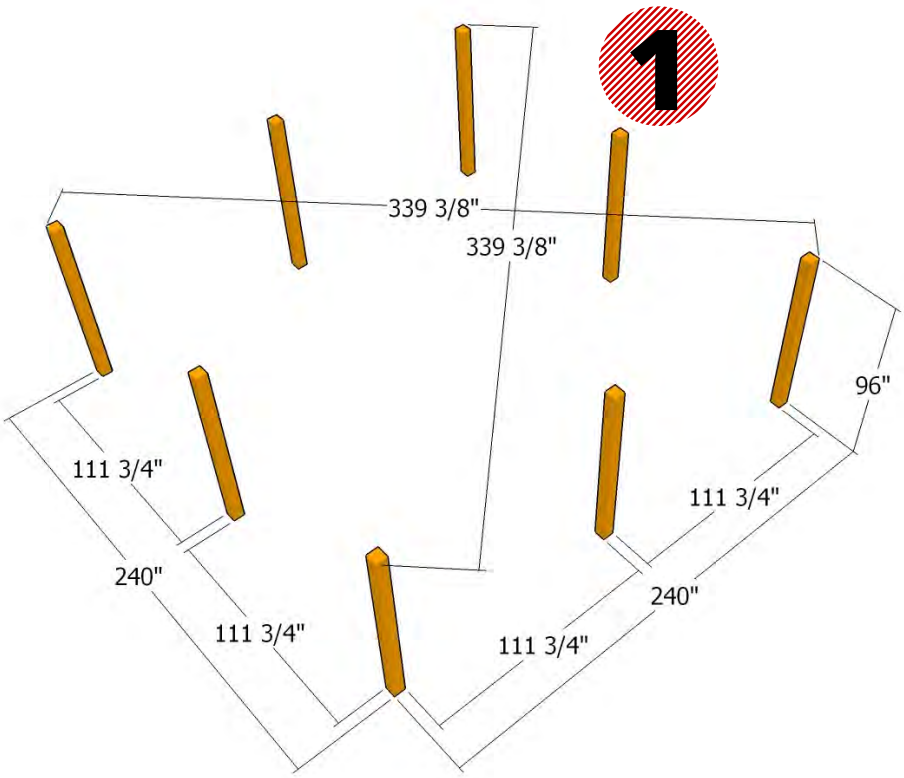
- $2500


136"
6x8 12 ft
4 pieces
96"
6x6 8 ft
8 pieces
240"
6x8 20 ft
240"
6x8 20 ft
240"
6x8 20 ft
37"
42 1/2"
37"
6x6 10 ft
37"
42 1/2"
37"
6x6 10 ft
37"
42 1/2"
37"
6x6 10 ft
37"
42 1/2"
37"
6x6 10 ft
37"
42 1/2"
6x6 8 ft

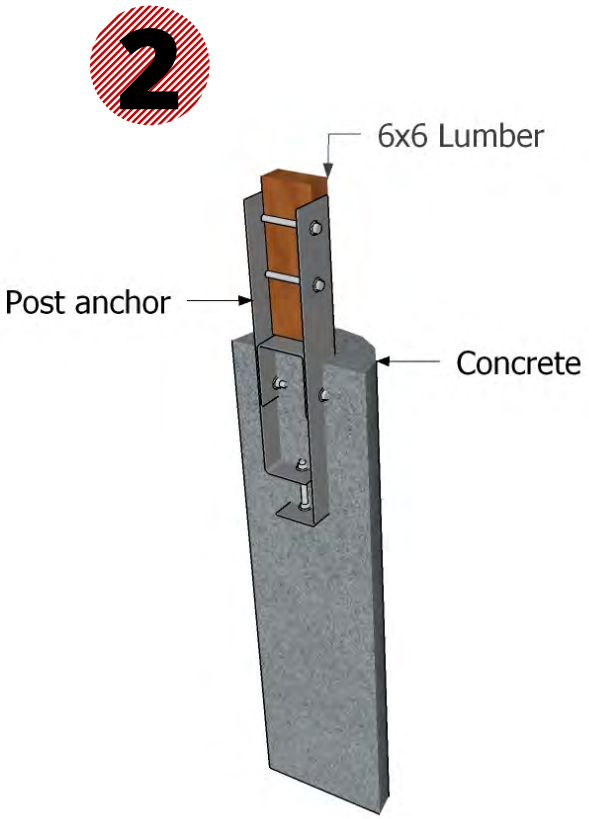

42 1/2"
48"
42 1/2"
6x6 12 ft
51 1/2"
48"
6x6 10 ft
51 1/2"
51 1/2"
6x6 10 ft
136"
6x8 12 ft
136"
6x6 12 ft
48"
53 1/2"
2x6 10 ft
48"
53 1/2"
2x6 10 ft
48"
53 1/2"
2x6 10 ft


80"
80"
80"
9 1/2"
9 1/2"
9 1/2"
48"
48"
96"
48"
48"
48"
96"
32"
32"
32"
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80"
48"
48"
96"
9 1/2"
32"
48"
48"
48"
96"
48"

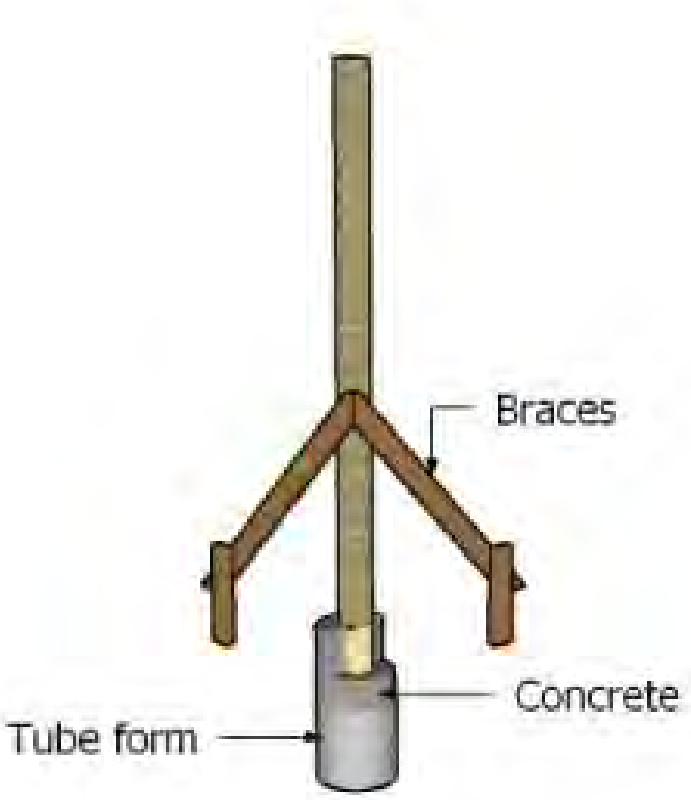

156"
2x6 14 ft
36 pieces
128"
1x8 12 ft
128"
1x8 12 ft
144"
1x8 12 ft
144"
1x8 12 ft
157 3/4"
1x8 14 ft
157 3/4"
1x8 14 ft
157 3/4"
1x8 14 ft
157 3/4"
1x8 14 ft



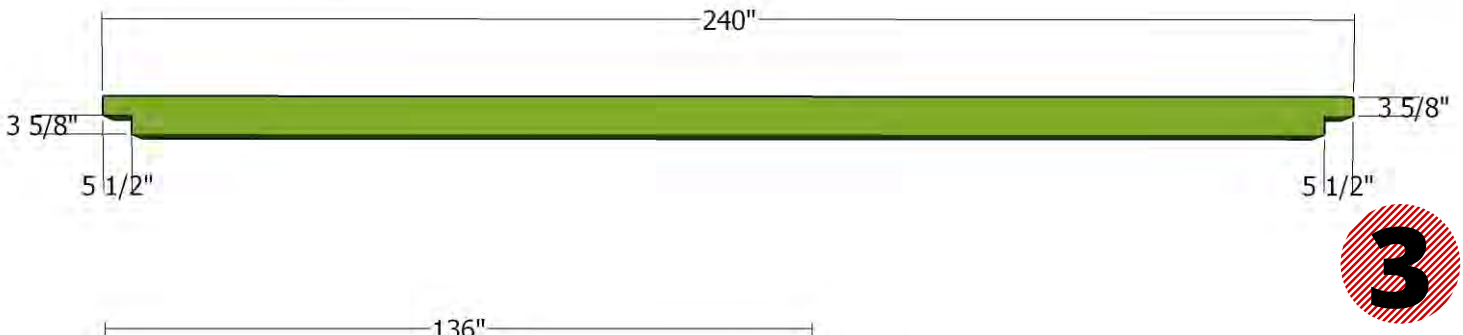
First, layout the posts for the 20x20 pavilion. Use batter boards and string to determine the location of the posts. Apply the 3-4-5 rule to every corner of the pavilion, so you make sure they are right angled. Make sure the diagonals are equal. Determining the location for the pavilion is essential, as you have to comply with the local building codes. Make sure the surface is level and remove the vegetation layer.



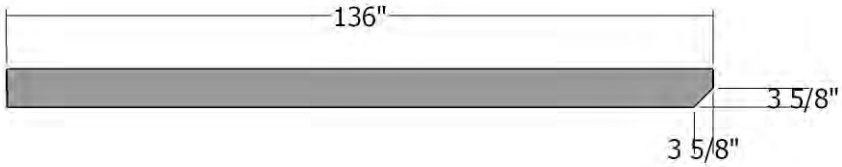
Dig 3 ft holes into the ground, making sure they have about 16" in diameter. Fit the tubes then the posts into the ground and plumb them with a spirit level. Use temporarily braces to make sure the posts are locked into placed while filling the holes with concrete. Let the concrete dry out for several days.
Read the local codes for more details on how to secure the posts.

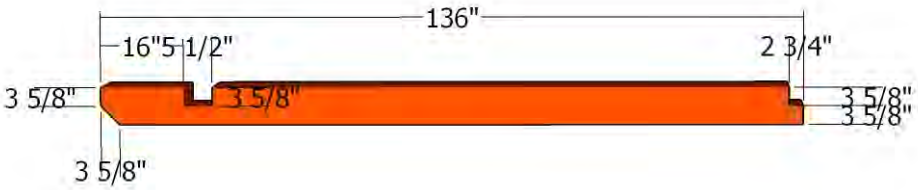


Use lag screws to secure the posts to the anchors.
Before pouring the concrete you need to make sure the top of the posts are horizontal one to another. Use a laser to mark the level to the top of the posts and use a circular saw, if you need to make cuts.

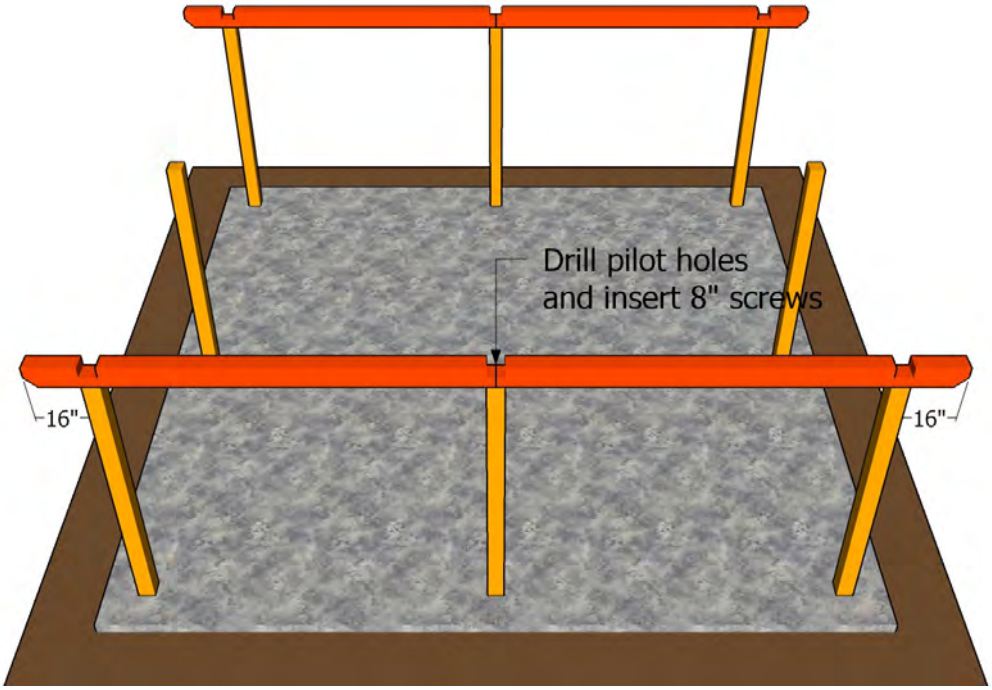


3

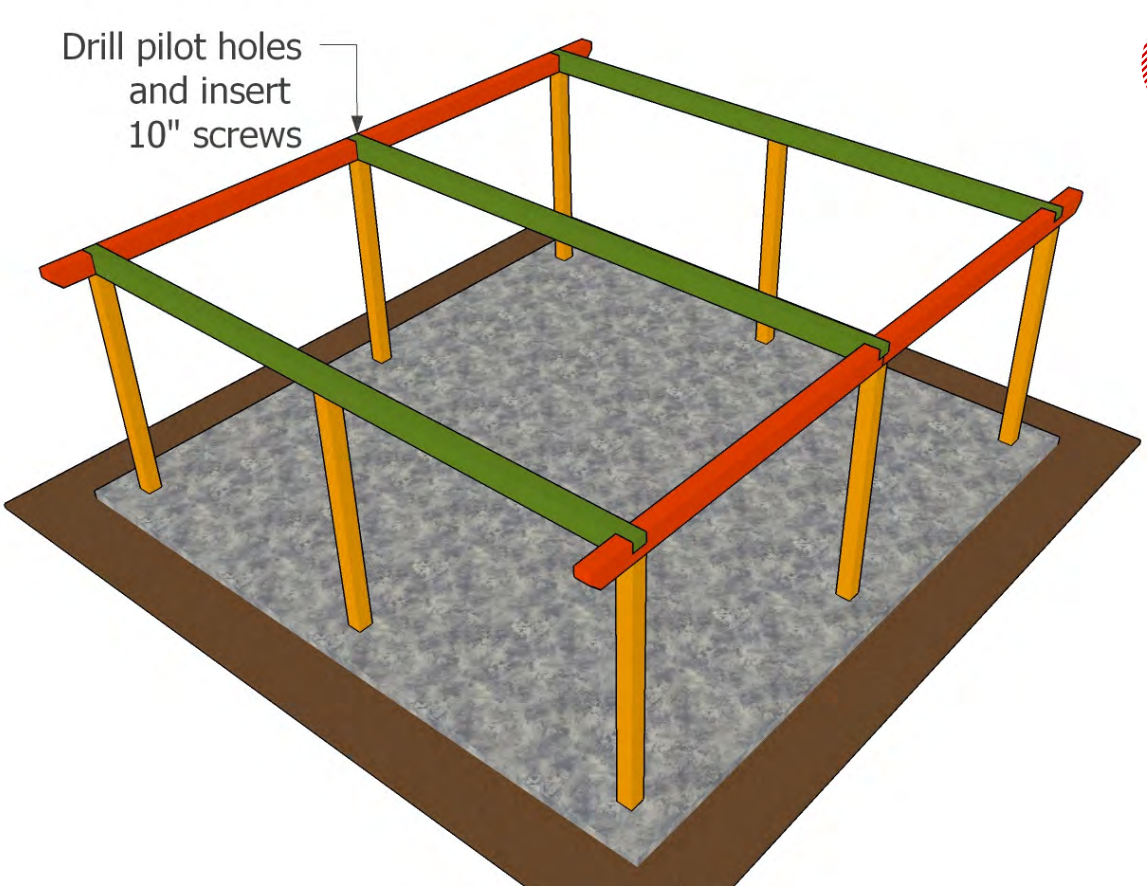




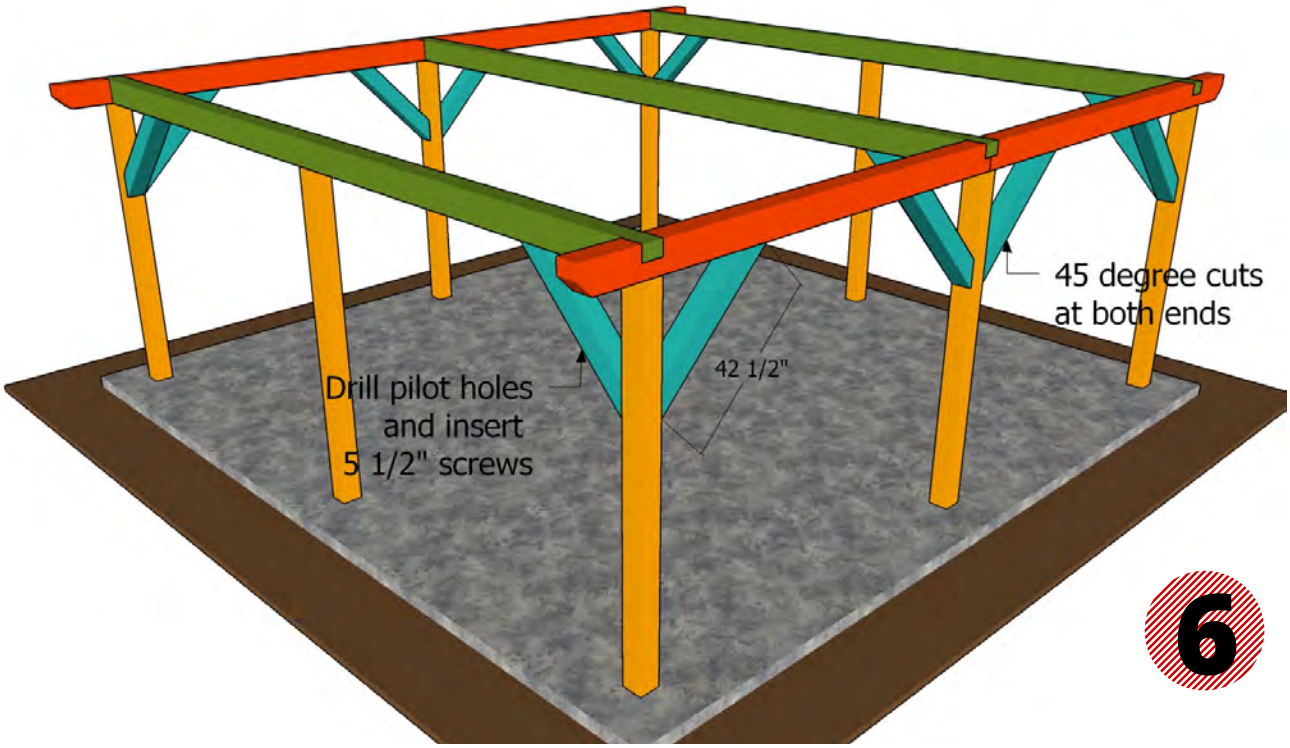
Use 6×8 lumber for the top rails and for the ridge beams. Mark the cut lines on the beams and then make the cut outs with a circular saw and a chisel. Set the circular saw at 3 5/8" and then make parallel cuts inside the marked areas. Clean the recess with a chisel and sandpaper.



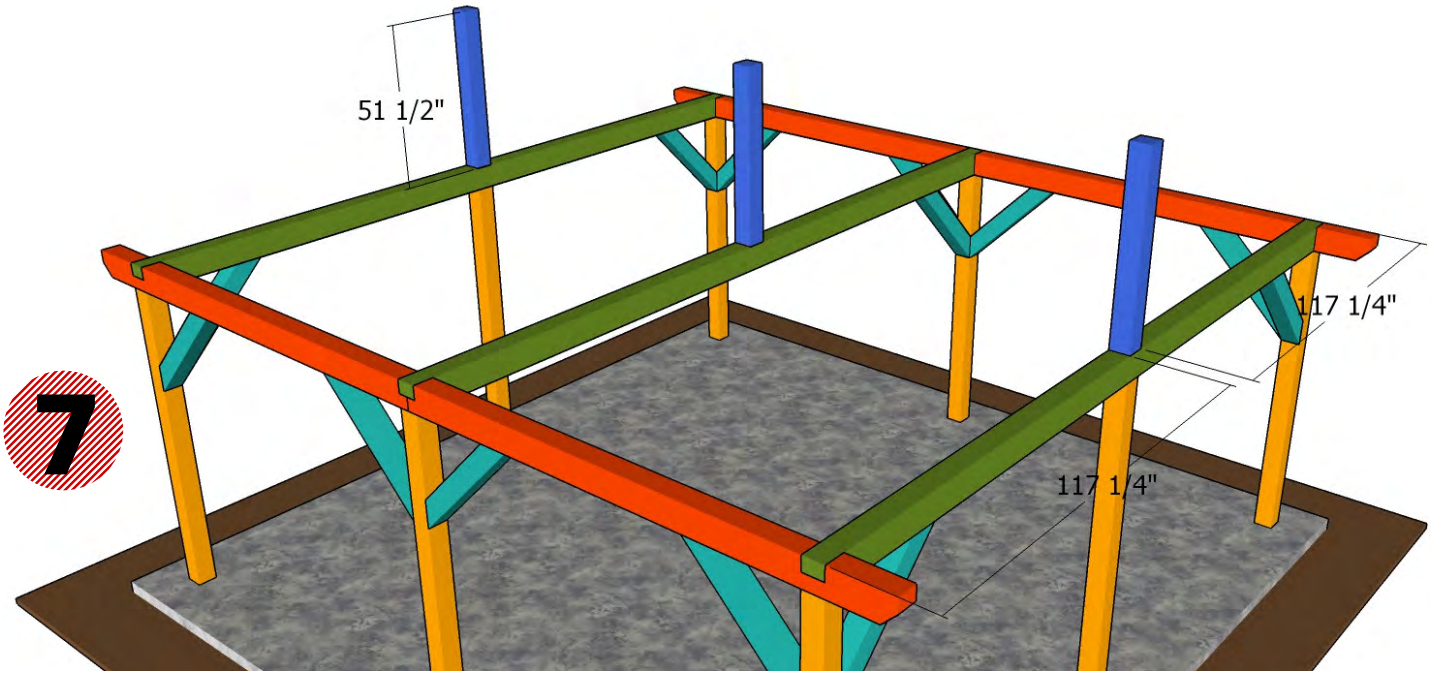
Fit the top rails to the sides of the pavilion. Notice the 16" overhangs to the front and back of the pavilion. Drill pilot holes through the plates and insert 8" screws to lock them to the posts. Use 2 screws for each joint. Make sure the corners are square and plumb the posts vertically.



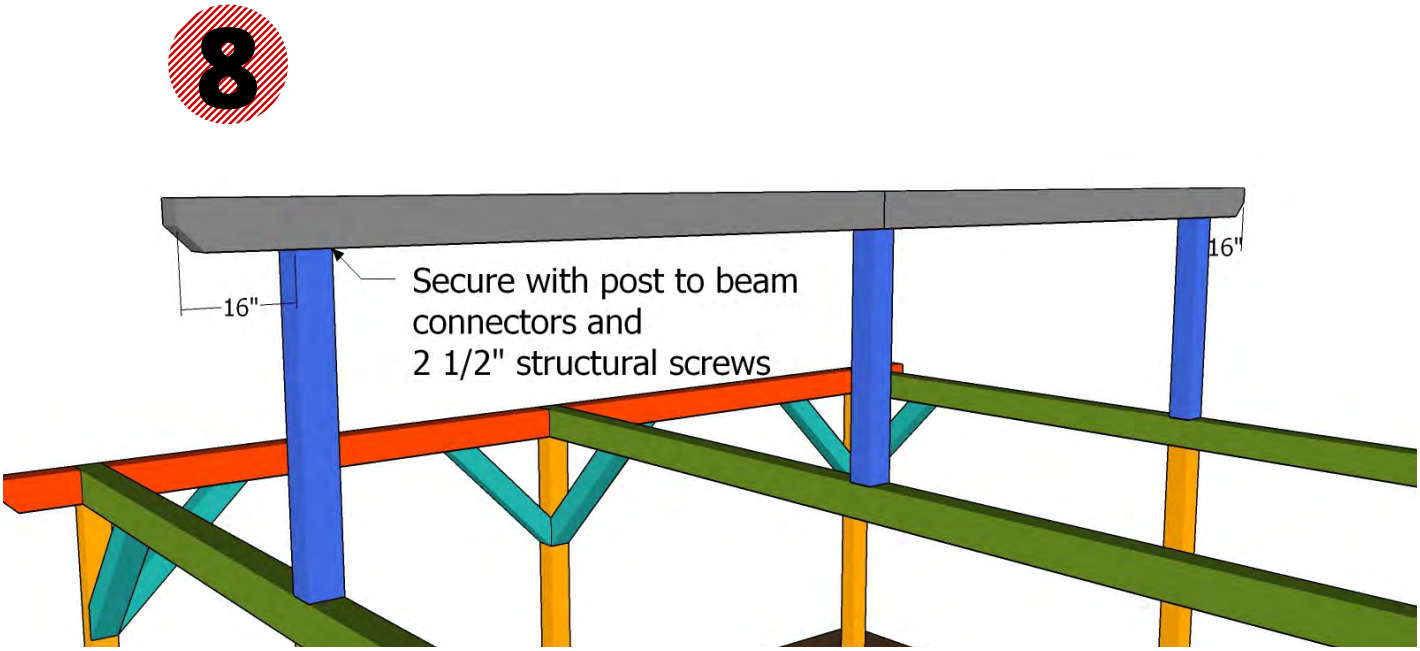
Fit the cross plates to the pavilion. Align the edges flush and drill pilot holes. Insert the 10" screws to lock the cross plates into place tightly.



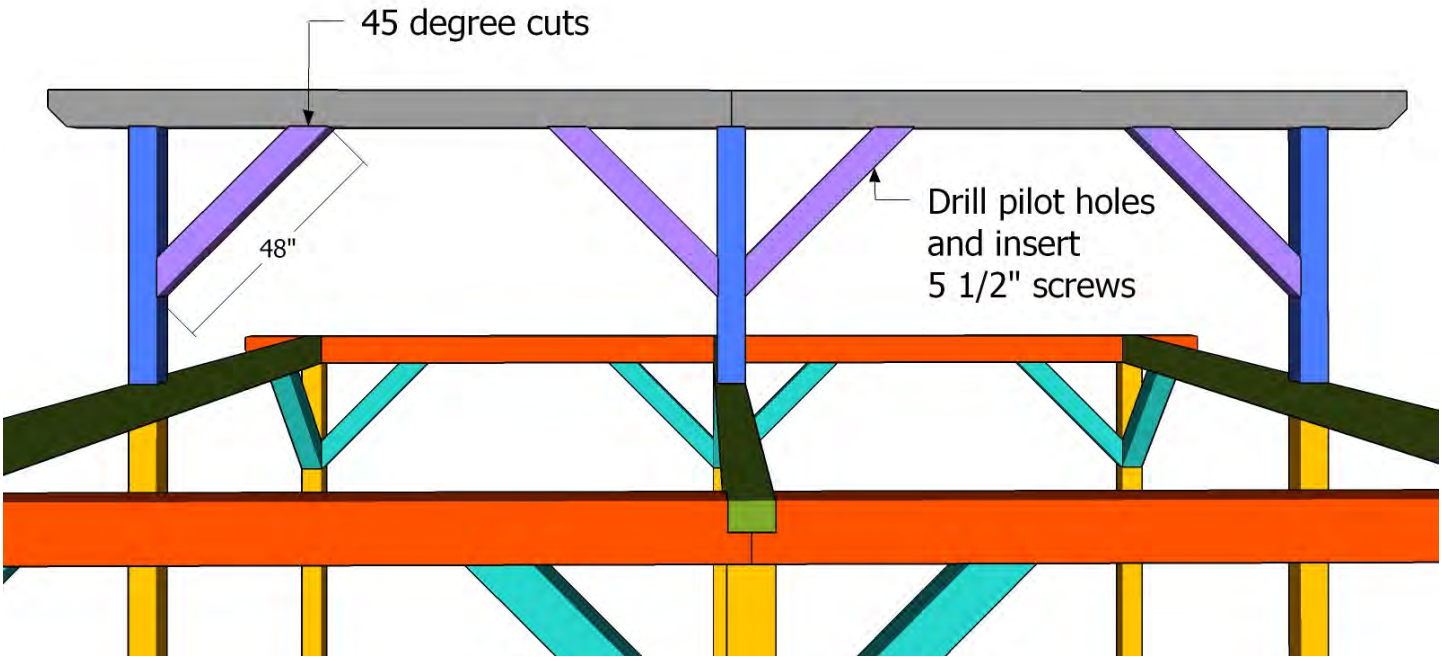
Build the braces for the base of the pavilion from 6×6 lumber. Use a miter saw to make 45 degree cuts to both ends of the braces. Fit the braces to the posts, after you plumb them vertically. Drill pilot holes and insert 5 1/2" screws to secure the braces into place tightly (2 for each joint).



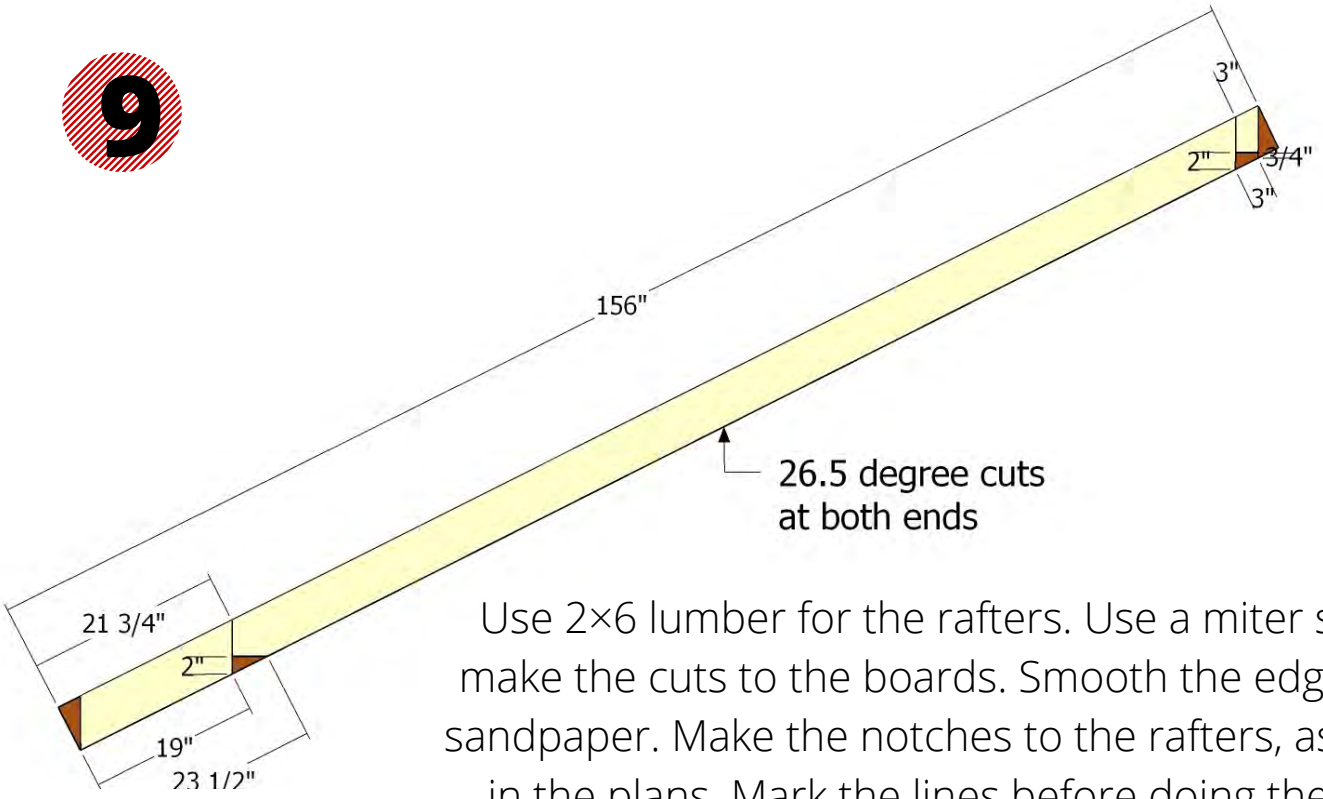
Center the 6×6 supports to the top of pavilion. Plumb the supports with a spirit level. Use post to beam connectors to secure the supports to the frame of the pavilion.



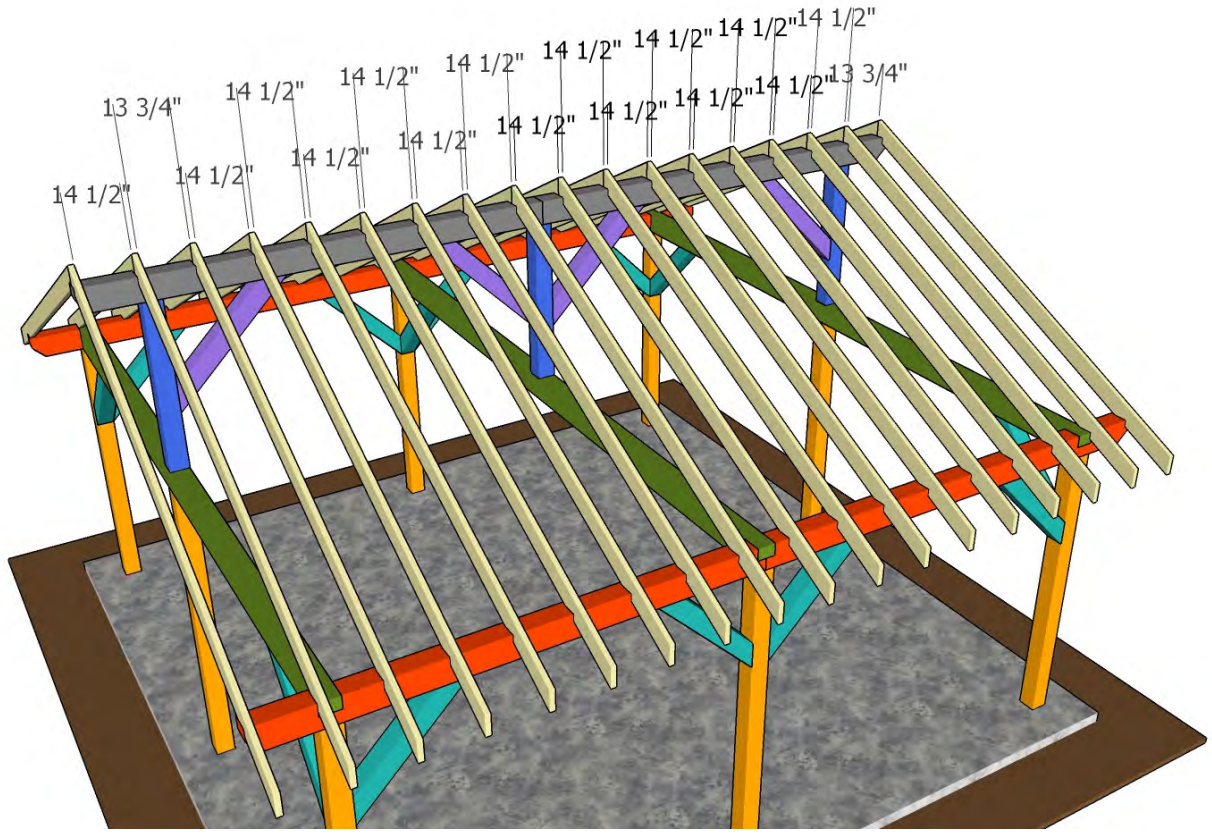
Fit the ridge beam to the supports with post to beam connectors.
Make sure the corners are square.
Use 2 1/2" structural screws to lock the connectors into place.



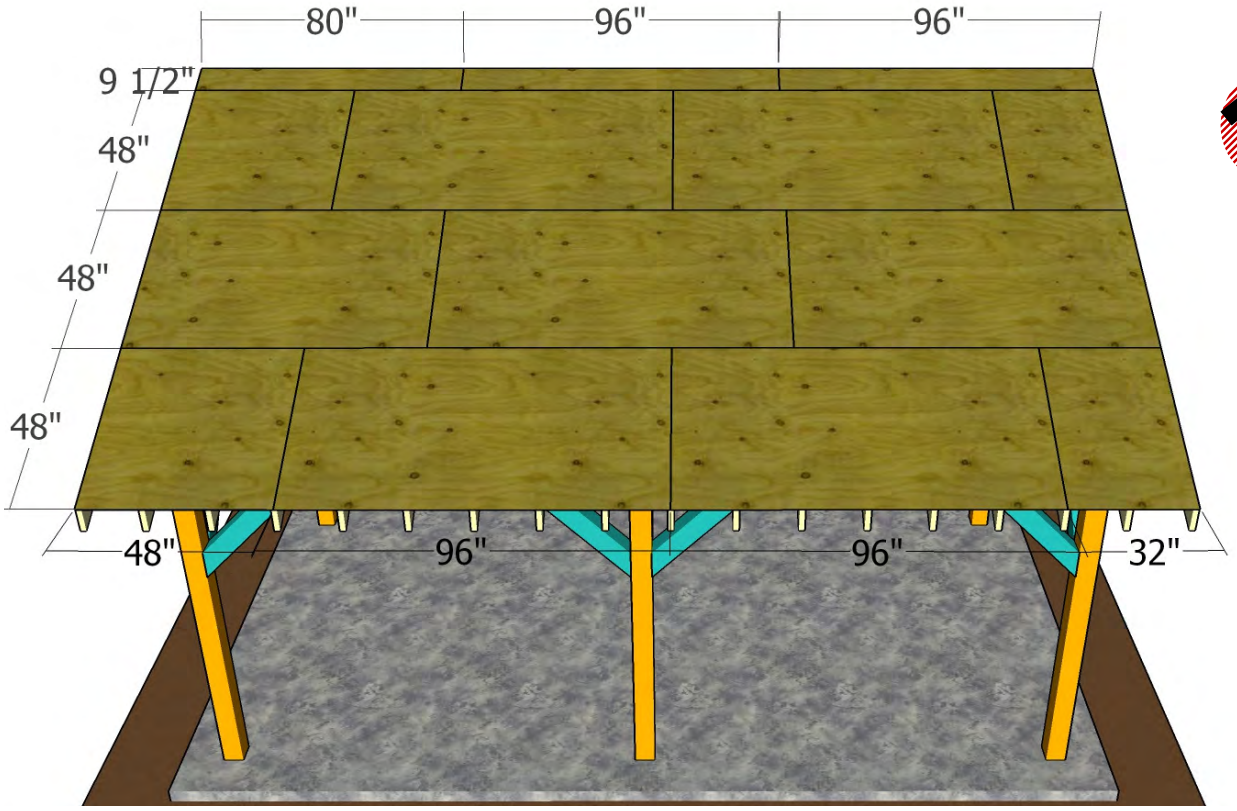
Use 6x6 lumber for the braces. Make 45 degree cuts at both ends of the braces. Secure the braces into place with 5 1/2" screws. Drill pilot holes before inserting the screws,



Use 2×6 lumber for the rafters. Use a miter saw to make the cuts to the boards. Smooth the edges with sandpaper. Make the notches to the rafters, as shown in the plans. Mark the lines before doing the cuts.



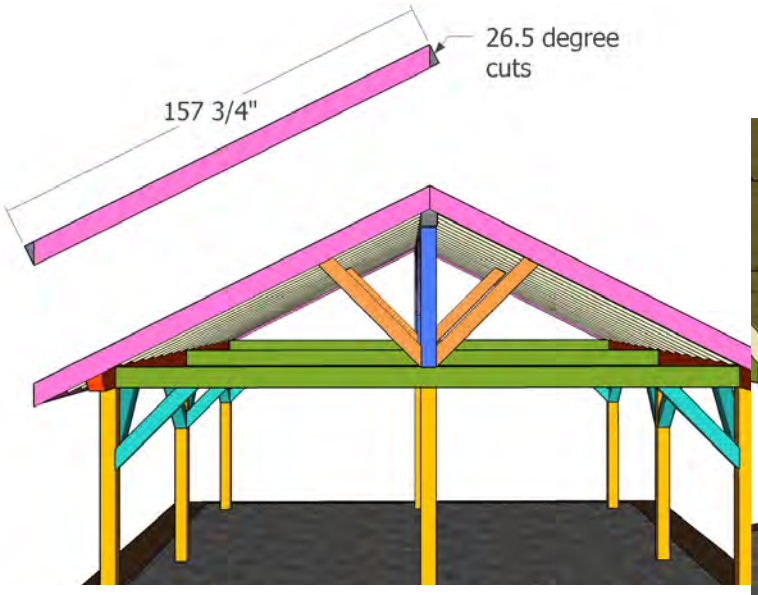
Fit the rafters to the top of the pavilion, using the information from the diagram. It is important to space the rafters properly (every 16" on center), otherwise you won't be able to attach the roofing sheets. Use rafters ties to lock the rafters to the beams. Use 1 1/2" structural screws for the rafter ties.

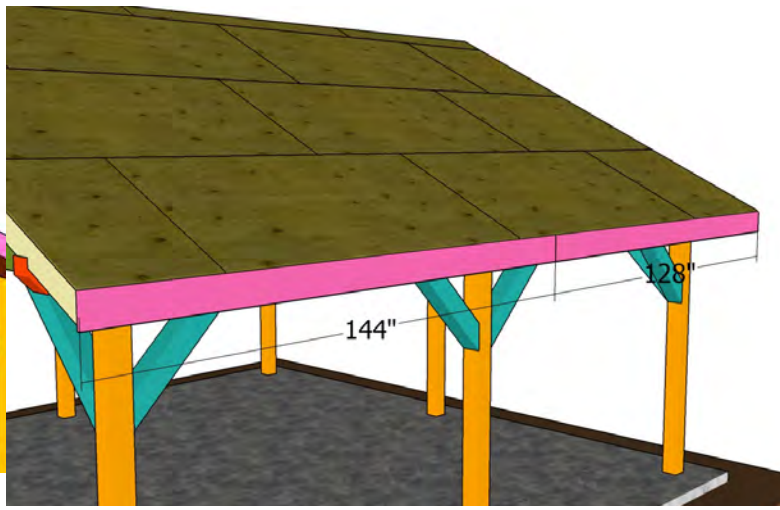


11

Use 1/2" plywood for the roof of the pavilion. Cut the sheets at the right dimensions and then lay them to the top of the pavilion. Leave no gaps between the sheets and then insert 1 5/8" screws, every 8" along the rafters, so you can secure them into place tightly.

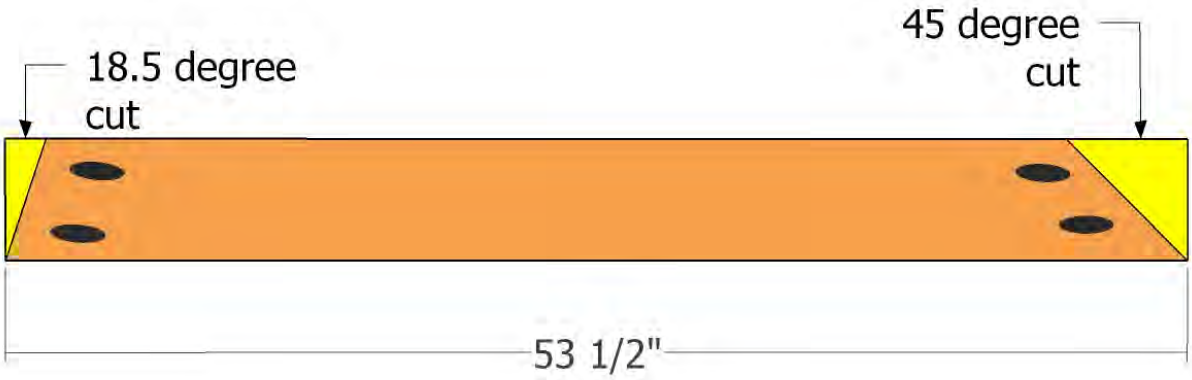
12



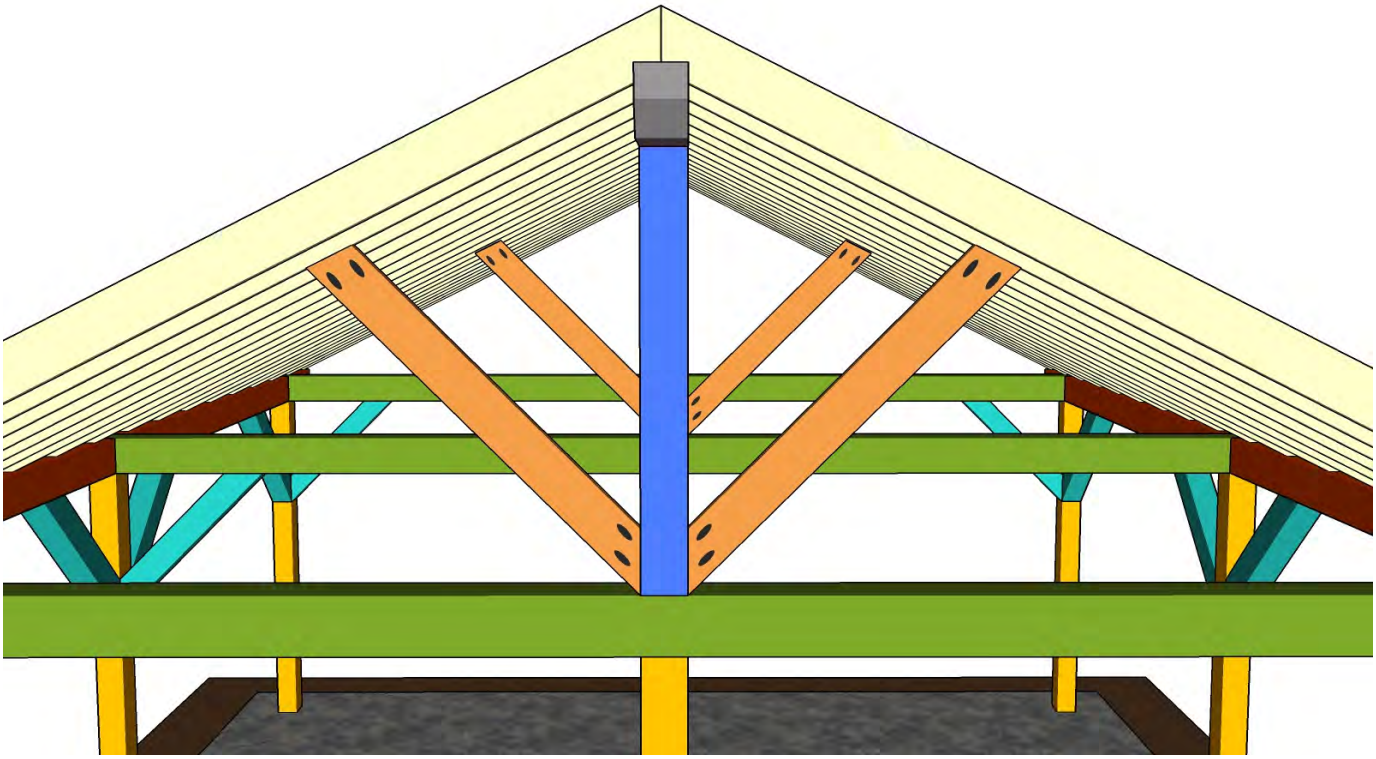


Fit 1×8 trims to the sides of the pavilion. Align the edges with attention and insert 2" nails to lock them into place tightly.

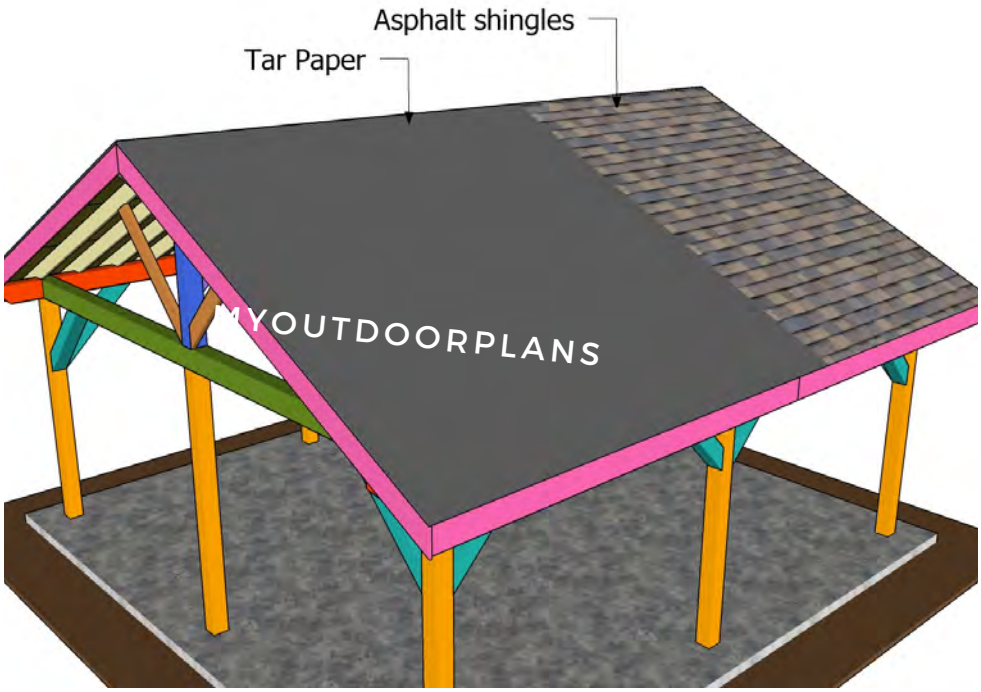
Fit the 1×8 trims to the front and back of the pavilion. Lock them into place with 2" nails.



Use 2x6 lumber for the diagonal elements. Use a miter saw to make the angle cuts as shown in the diagram. Drill pocket holes at both ends of the components.



Fit the elements to the three support beams and lock them into place with 2 1/2" screws. Make sure you place the pocket holes oriented towards the inside, for a nice finish. I show them oriented towards the outside just to be clear on how they are connected to the pavilion frame.



14

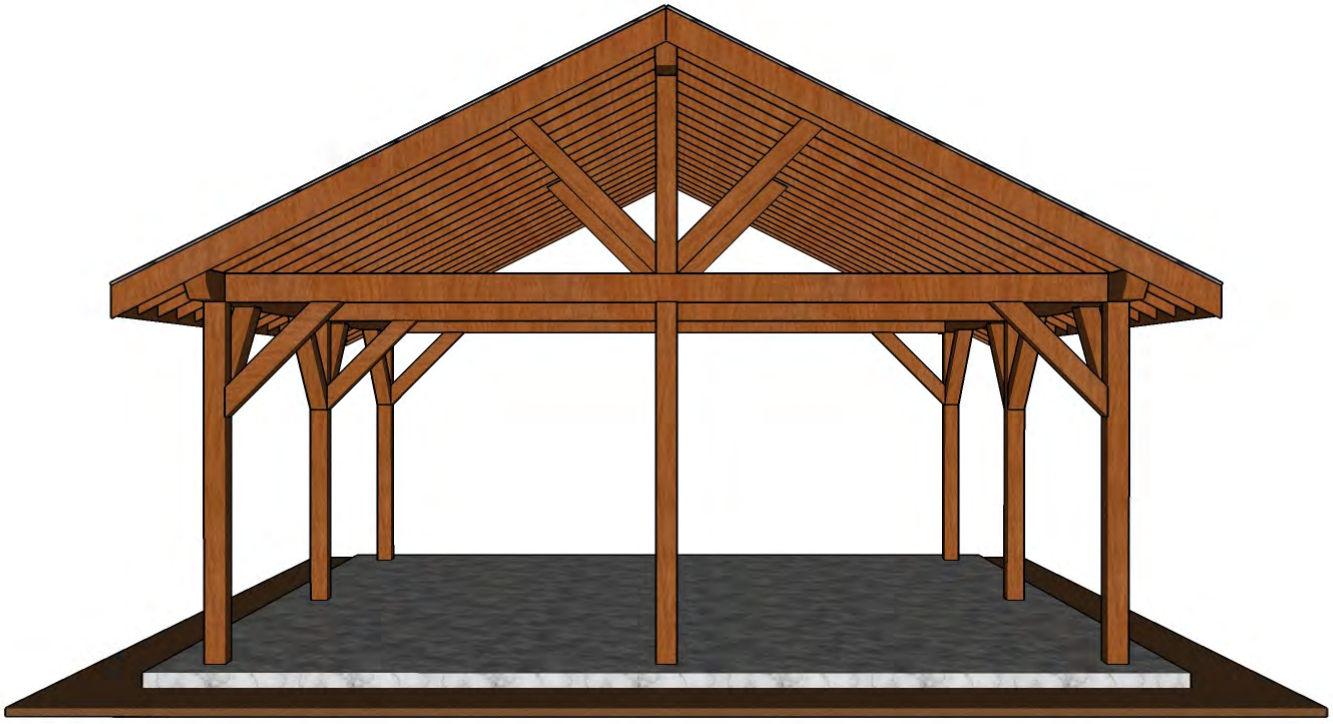
Cover the roof with tar paper and then install the asphalt shingles. Make sure you also install the appropriate drip edges, so you can seal the shed roof. Read the manufacturer's instructions for a tight fit.

15



Last but not least, you need to take care of the finishing touches. Therefore, fill the holes with wood putty and then smooth the surface with 120-220 grit sandpaper.

Apply a few coats of paint / stain to enhance the look of the pavilion and to protect them from the elements.



THANK YOU

I would love to see
your project.
To send a few pics
Click HERE

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Tactical Planning, LLC

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

TO: Justin Berns, Mayor
Beachwood City Council

FROM: George Smerigan, City Planner

DATE: June 8, 2022

RE: **Request for Legislation**

As part of the ongoing effort to keep the Zoning Code current and to ensure that it reflects and is consistent with the recommendations of the City's Master Plan, I have reviewed the provisions of the U-10 Planned Mixed-Use Development District. Recent discussions with the members of the Planning and Zoning Commission and with the City's professional staff have identified some provisions regulating development within the U-10 District that require updating.

The proposed legislation would make several adjustments and corrections including the following:

- Elimination of gas stations as a permitted use;
- Elimination of motels and hotels as permitted uses;
- Inclusion of municipal facilities as a permitted use;
- Elimination of duplication regarding adult day care and requiring a conditional use permit for that use;
- Elimination of incorrect and contradictory references to uses and standards;
- Correction of wind load requirements to match the Ohio Building Code; and
- Revisions and clarifications of setbacks.

I am requesting legislation to place the attached amendments to the Zoning Code relating to the U-10 Planned Mixed-Use Development District before City Council to initiate the formal amendment adoption process.

cc: L. Stewart Hastings, Law Director
William Griswold, Building Commissioner

INTRODUCED BY: ORDINANCE NO. 2022-88

AN ORDINANCE AMENDING BCO CHAPTER 1111, SECTION 1111.02(O) TITLED "CLASSIFICATION OF USES" AND BCO CHAPTER 1132 TITLED "PLANNED MIXED-USE DEVELOPMENT DISTRICT" OF THE CITY OF BEACHWOOD, OHIO PLANNING AND ZONING CODE

WHEREAS, the City Planner has requested an amendment to BCO Chapter 1111, Section 1111.02(o), titled "Classification of Uses" and BCO Chapter 1132 titled "Planned Mixed-Use Development District" of the City of Beachwood, Ohio Planning and Zoning Code; and

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

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

Section 1: The Council of the City of Beachwood, having received, on or about June 8, 2022, a request from the City Planner for an amendment to the City's Planning and Zoning Code, which is attached hereto and incorporated herein as Exhibit "A", will place this issue and said proposed amendment on first reading, and refer the proposed amendment to the Planning and Zoning Commission for its report and recommendation.

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

The Public Hearing shall be held on the___ day of_____, 2022 at the Beachwood City Hall, Council Chambers, 25325 Fairmount Boulevard, Beachwood, Ohio.

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

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

Section 4: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

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

Attest: I hereby certify this legislation was duly adopted on the 21st day of June, 2022 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the day of 22nd day of June, 2022.

_____
Clerk

Approval: I have approved this legislation this 22nd day of June, 2022 and filed it with the Clerk.

_____
Mayor

AMEND SECTION 1111.02(O) CLASSIFICATION OF USES IN U-10 DISTRICTS TO READ AS FOLLOWS:

1111.02 CLASSIFICATION OF USES.

For the purpose of this Code, the various uses to which buildings and premises can be devoted are divided into groups, classes and subdivisions as set forth in the following classification. These uses, hereinafter classified as Class U-1, Class U-2A, Class U-3, Class U-3A, Class U-3C, Class U-4A, Class U-4B, Class U-5, Class U-7A, Class U-8, Class U-8A, Class U-9 and Class U-10, are permitted under regulations herein set forth in the respective Use Districts allotted to such uses.

(o) Class U-10 Uses.

(1) Office buildings.
(2) Licensed health care facilities with a Conditional Use Permit.
(3) Professional medical offices.
(4) ~~Motels and hotels.~~ Municipal facilities.
(5) Restaurants; Restaurants may be permitted outdoor dining areas and/or curbside pickup provided that they first obtain Site Development Plan approval. The number of outdoor seats and/or spaces dedicated for curbside pickup shall be as authorized on the approved Site Development Plan.
(6) ~~Motor vehicle service stations.~~ Research and development facilities.
(7) Child Day Care Centers pursuant to Section 1155.02.
(8) ~~Adult Day Care Centers pursuant to Section 1155.03.~~

AMEND CHAPTER 1132 U-10 PLANNED MIXED-USE DEVELOPMENT DISTRICT TO READ AS FOLLOWS:

CHAPTER 1132
U-10 Planned Mixed-Use Development District

1132.01 Intent.
1132.02 Permitted uses.
1132.03 Area, yard and height regulations.
1132.04 Parking Setbacks.
1132.05 Design and performance standards.
1132.06 Landscaping.
1132.07 Site development plans.
1132.08 Miscellaneous regulations.

CROSS REFERENCES
Districts established - see P. & Z. 1111.01
Classification of uses - see P. & Z. 1111.02
Building lines - see P. & Z. 1145.02
Nonconforming uses - see P. & Z. Ch. 1147
Submission of plans to Architectural Board of Review; fee - see BLDG. 1329.08

1132.01 INTENT.
This chapter (Class U-10 District) is established, among other purposes, to create jobs, to create taxable land for the benefit of the City, the School District, the County and other taxing districts and to encourage the comprehensive design and integrated development of large tracts of land suitable for a variety of mutually supported commercial, industrial and retail uses.

The general purposes of this Planned Unit District (PUD) are served by the following basic principles:

(a) Comprehensive planning of large tracts of land promotes the creation of jobs, providing opportunities for the integration of various development projects and clearly identifiable growth centers in a region.

(b) Comprehensive planning and different types of uses can be successfully integrated and provide functional convenience and efficiency in the provision of public services and infrastructure.

(c) Comprehensive planning and integrated design with higher densities of development than are otherwise permitted in this Code can be accommodated in a PUD without loss of environmental or other quality. The general benefits of higher density include greater productivity of land, more efficient utilization of transportation and utilities, more convenient access between different developments, the potential for higher development returns that can be channeled towards provision of higher-level pedestrian and open space amenities, and a concentration within a limited area of the critical mass of people necessary to support varied uses.

(d) Comprehensive planning and integrated design of large tract of land allow for better detailed definition and administration of architectural and landscape design controls.

The advantages of comprehensively planned and designed mixed-use development cannot be achieved by the standard application of existing zoning laws for individual type uses. The Class U-10 District, therefore, is a combination zoning classification, providing for a variety of development types under special developmental standards that are only applicable to the uses in this District.

1132.02 PERMITTED USES.

(a) Buildings and land in the Class U-10 District shall be used and buildings shall be designed, erected, altered or intended only for the uses specifically designated as Class U-10 uses in this section or in Section 1111.02, except that other uses determined to be similar, harmonious and compatible may be authorized by the with the concurrence of Council. The Commission and Council may attach such conditions, stipulations or requirements to the approval of such similar uses as deemed necessary to insure their compatibility, to control potential impacts, and to otherwise carry out the intent of this Code.

~~(b) Permitted uses in this District shall include the following uses with the standards set forth in this Chapter or incorporated by reference:~~

~~(1)~~	~~Class P-1 (U-4A Retail).~~	~~Not more than the greater of eleven (11) acres of land or 120,000 square feet of gross leasable area shall be permitted in the PUD, excluding accessory space in office buildings.~~
~~(2)~~	~~Class P-2 (U-7A Office Building).~~	
~~(3)~~	~~Class P-3 (U-8A "Flex" Space).~~	~~Not more than twenty percent (20%) of the PUD District shall be Class U-8A. A U-8A use shall be occupied by not less than ten percent of office use for each building.~~
~~(4)~~	~~Class P-4 (U-9) (hotel, gas station or restaurant).~~	~~Hotel (not less than four (4) stories and forty feet (40') in height)~~
~~(5)~~	~~Class P-5.~~	~~Municipal and public utility service uses.~~
~~(6)~~	~~Class P-6.~~	~~Park land. Prior to designation of use P-1 through P-5 District by the owner and approved by the Commission, per Section 1132.08, all land shall be designated as park land.~~

(~~c~~b) The following accessory uses shall be permitted provided they are incidental and subordinate to a principal permitted use and that they are planned and developed in conjunction with a main building:

(1) Parking as provided in Section 1132.04.

(2) Signs as provided in Section 1132.07(c).

(3) Wireless telecommunications facilities subject to the following provisions:

A. Wireless telecommunications facilities shall only be permitted as an accessory use provided such facilities are located on the roof of the building containing the principal permitted use. Antennas may be mounted on the walls of a penthouse, except where the exterior wall of the penthouse is flush with the exterior wall of the building. Antennas, other than dipole or omni-directional antennas, which are mounted on a penthouse, shall not extend above the penthouse and shall be screened with panels or other

screening devices designed to match the appearance of the penthouse wall and reduce visibility.

B. Wireless telecommunications antennas, including dipole antennas over two inches (2") in diameter, and support structures mounted directly on the roof shall not extend higher than twenty feet (20') above the roof and shall be set back from the parapet or roof edge a minimum of one foot (1') for each one foot (1') in elevation above the top of the parapet. Dipole antennas which are two inches (2") or less in diameter may be attached to the rear (inside) of the parapet wall provided such antennas do not extend more than three feet (3') above the top of said parapet wall. All such antennas shall be colored to minimize visibility.

C. Roof mounted wireless telecommunications facilities shall be designed to withstand wind loads of ~~ninety~~ one hundred fifteen (~~90~~115) miles per hour.

D. Where wireless telecommunications facilities are proposed to be located on a building where such facilities already exist, the applicant shall provide assurances that the proposed facilities will not interfere with the receipt or transmission of signals by the existing facilities.

E. Equipment cabinets, switching equipment, cables, and other devices associated with wireless telecommunications facilities which are located on roofs shall be screened from view from the public right-of-way.

F. A building permit shall be required for the installation of each wireless communications facility. The building permit fee for wireless communications facilities shall be as set forth in Section 1329.03.

G. The Building Commissioner may, where it is determined that proposed wireless telecommunications facilities comply with all of the criteria set forth herein, issue a permit for the installation of such facilities without referral to the Commission, otherwise applications for wireless telecommunications facilities shall be referred to the Commission for consideration.

(4) Satellite dish antennas subject to Chapter 1153.

(5) Other accessory uses as specifically authorized by the Commission provided such accessory uses are planned and developed integrally with the main building and that the total floor area of all accessory uses does not exceed twenty percent (20%) of the gross floor area of the main building.

1132.03 AREA, YARD AND HEIGHT REGULATIONS.

(a) Ground Area. The minimum lot size shall be three acres, except for ~~a~~ restaurants ~~or gasoline station~~ which shall be one acre.

(b) Schedule.

(1) Ground coverage of buildings.

~~Class P-1 (U-4A) 25 percent~~
~~Class P-2 (U-7A) 20 percent~~
~~Class P-3 (U-8A) 30 percent (2-story, not to exceed 30 feet)~~
~~Class P-3 (U-8A) 40 percent (1 story)~~
~~Class P-4 (U-9) 25 percent (free standing restaurant, gasoline station or hotel)~~Maximum building ground coverage shall not exceed twenty-five percent (25%) of the total lot area.

(2) Parking garage. From five feet (5') to ten feet (10') above ground

shall be counted as five percent (5%) ground coverage. Less than five feet (5') above ground shall not be counted. Above ten feet (10'), the ground area of the structure shall not be calculated as building coverage, provided that an area equal to the ground area of the parking structure is maintained as landscaping in addition to other required landscaping.

(c) Setbacks. All buildings shall be set back from a public street or highway as follows:

Street	Building Setback From Right-of-Way Line
Harvard Avenue	75 feet
Richmond Road	75 feet
Green Road	75 feet
Other public streets	1/2 the height of the building and a minimum of 50 feet

(d) Side and Rear Yards. Side and rear yards shall be one half the height of the building ~~and a~~ but not less than a minimum of ~~five~~ ten (10) feet. Where adjoining a residential district, ~~where a house exists, the yard shall be two hundred feet (200') from the R-10 building to the closest part of the residential lot. Where there is no house existing,~~ such yard shall be a minimum of one hundred feet (100'). No parking or driveway shall be permitted in one-half of such yard adjoining a residential district. The Commission shall determine the landscaping, mounding, screening or fencing necessary ~~to separate the Districts~~ for the protection of the residential district.

~~(e) Front Yards. Buildings shall be set back from each public right-of-way a minimum distance of fifty feet (50') plus one foot (1') for each foot of building height in excess of fifty feet (50').~~
~~(Ord. 2002-31. Passed 4-15-02.)~~

(f) Height of Buildings. Building height shall not exceed one hundred fifty feet (150') exclusive of towers, cornices or other features which may be approved by the Commission.

1132.04 PARKING SETBACKS

Parking setbacks shall be as follows:

Street	Parking Setback From Right-of-Way Line (ft.)
Harvard Avenue	35
Richmond Road	35
Green Road	35
Other public streets	15
Abutting property	10

1132.05 DESIGN AND PERFORMANCE STANDARDS.

(a) Driveway curb cuts to a public street shall be located at least three hundred feet (300') apart and not less than two hundred feet (200') from a street intersection. ~~The Commission shall approve curb cuts, wherever possible, to require two (2) or more lots to use a common curb cut.~~ The Commission may require that an entrance and exitway into a street be in one direction only. Fire lanes shall be a minimum of eighteen feet (18') where required and approved by the Commission.

(b) All permitted uses shall be contained wholly within an enclosed building. All goods, raw materials, equipment and waste materials shall be used or stored within buildings. The Commission ~~shall~~ may permit an accessory structure on the lot to contain waste material awaiting pick up. Such structure must be approved by the Commission, including design, materials and screening.

(c) All uses shall be regulated to comply with the following performance standards at the nearest street or property line:

(1) Noxious, toxic or corrosive fumes or gases shall not be emitted which would be injurious or detrimental to persons, property or vegetation or which would be discernible to the sense of smell.

(2) No deleterious, corrosive, toxic, explosive or other environmentally hazardous material or waste shall be discharged into any sanitary or storm sewer or natural watercourse, or into the air or ground.

(3) Electrical disturbances shall not be created that would adversely affect the operation of sound, radio, television or computer equipment in any way.

(4) Noise or vibrations which are incidental to the use in any building shall not interfere with the life, health, safety and welfare of persons or property.

1132.06 LANDSCAPING.

(a) Not less than twenty percent (20%) of the total land area of a lot and all required yards on which no off-street parking is permitted shall be developed as lawn or landscaped areas or maintained in a naturally wooded state.

(b) Not less than ten feet (10') of area bordering buildings, except for entrance ways, shall be planted with ground cover, trees, shrubs, hedges or other landscaping to maintain a park-like effect. ~~In a retail P-1 Use~~Where it deems it appropriate, the Commission may reduce this standard. Parking setbacks and other undeveloped areas of the park shall be graded and maintained as a lawn or wooded area in an orderly natural state and shall be included in the landscape plan.

(c) Landscaping, driveways and other permitted uses shall at all times be maintained in an orderly, neat, clean, sanitary and structurally sound condition, and all buildings, driveways or other structures shall be repaired in order to maintain substantially their original appearance and condition to prevent blight and unsightliness. Lawns and other landscaping shall be maintained in accordance with acceptable landscaping principles.

(d) Where a Class U-10 District or use is contiguous to or across the street from a residential zone or use, the Commission may require special landscaping, buffering, mounding or fences as the Commission finds necessary for appropriate separation, screening, and protection.

1132.07 SITE DEVELOPMENT PLANS.

A preliminary and final Site Development Plan shall be prepared for all types of proposals of developments in a Class U-10 District. Such plan shall designate which uses are requested and shall be submitted to the Commission for its approval in accordance with the provisions of Chapter 1108.

1132.08 MISCELLANEOUS REGULATIONS.

(a) A building shall not be closer than one-half (.5) the height of the taller building adjoining it in any direction. Where the Commission permits, buildings may have common walls under separate ownership. There shall be a minimum distance of twenty feet (20') between buildings when developed as a complex, with the approval of the Commission.

~~(b) Office buildings are permitted to have a restaurant or lunchroom as part of the retail space. Each office building may have not more than twenty percent (20%) of the gross leasable space used for retail, food service or other permitted accessory uses.~~

~~(c) Not more than two (2) gasoline stations shall be permitted in a PUD District. They shall be developed architecturally compatible with other buildings. Body work and major engine repair shall not be permitted. No outdoor storage of vehicles shall be permitted unless actually being serviced, and in~~

~~no event shall such outdoor storage be longer than five (5) days.~~

~~(d) Day care centers for children are permitted.~~

(~~e~~b) Uses listed in Section 1111.03 are prohibited.

PRELIMINARY LEGISLATION

(LPA-ODOT-Let Project Agreement)
(PARTICIPATORY)

Ordinance No. : 2022-89
PID No. : 114409
County/Route/Section : CUY-IR 271/US 422-07.80/10.77
Agreement No. : 37447

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

SECTION I – Project Description

WHEREAS, the **LPA** has determined the need for the described project:

CUY-271/422-7.80/10.77, PID 114409 (Widening, adding turn lanes and signal improvements on Chagrin Blvd (US-422/SR-87) from west of Richmond Road to Beachwood ECL in the City of Beachwood in Cuyahoga County; Widening the I-271 NB Exit Ramp to Chagrin Blvd and the I-271 SB Exit Ramp to Chagrin Blvd; Widening the Chagrin Blvd Bridge over I-271 to six lanes; Rehabilitate Richmond Rd (SR-175) from south of Chagrin Blvd to Bryden Rd; Widening EB Chagrin Blvd west of Park East Dr and WB Chagrin Blvd between Park East Dr and I-271 NB Ramps; Widening the Chagrin Blvd/Richmond Rd Intersection.)

NOW THEREFORE, be it ordained by the **City of Beachwood** of **Cuyahoga** County, Ohio.
(LPA)

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The LPA agrees to assume and contribute the entire cost and expense of the improvement less the amount of Federal-aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, United States Department of Transportation and less the amount of State funds set aside by the Director of the Ohio Department of Transportation. The LPA agrees to assume and bear one hundred percent (100%) of the cost of right-of-way and environmental documentation.

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

PID No.: 114409

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

SECTION IV Authority to Sign

The LPA hereby authorizes _____ of said **City of Beachwood** to
(Signature authority) (LPA-or its division, department or agency)
enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the _____ is also empowered to execute any appropriate documents to
(Signature authority)

affect the assignment of all rights, title, and interests of the **City of Beachwood** to ODOT arising from any
(LPA)
agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

PID No.: 114409

SECTION VI – Maintenance

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

SECTION VII-Emergency measure
(as applicable)

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

Passed: _____, 2022.
(Date)

Attested: _____ _____
(Clerk) (Contractual Agent of LPA – title)

_____

_____

_____

PID No.: 114409

CERTIFICATE OF COPY
STATE OF OHIO

City of Beachwood of **Cuyahoga** County, Ohio
(LPA)

I, _____, as Clerk of the **City of Beachwood**
(LPA)
of **Cuyahoga** County, Ohio, do hereby certify that the foregoing is a true and correct copy of **ordinance** adopted by the legislative Authority of the said

City of Beachwood on the _____ day of _____, 2022.
(LPA)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,

this _____ day of _____ 2022.

SEAL

_____
(Clerk)

City of Beachwood of **Cuyahoga** County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

CUY- IR 271/US 422-07.80/10.77
COUNTY-ROUTE-SECTION

114409
PID NUMBER

37447
AGREEMENT NUMBER

DUNS NUMBER

CFDA 20.205

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **City of Beachwood, 25325 Fairmont Blvd., Beachwood, Ohio 44122** hereinafter referred to as the LPA.

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 **PID 114409 CUY IR 271/US 422 07.80/10.77** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
- 23 CFR 645 - Utilities
- 48 CFR Part 31 – Federal Acquisition Regulations
- 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC 112 "Letting of Contracts"
- 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act." – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 153.65 through 153.71
- ORC 5501.03(D)
- OAC 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- State of Ohio Department of Transportation Construction and Material Specifications Manual
- State of Ohio Department of Transportation Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be $**17,601,097.00** as set forth in Attachment 1. This includes an estimated cost of $**2,150,000.00** for Preliminary Engineering and Right of Way.

ODOT shall provide to the LPA **80** percent of the eligible preliminary engineering preliminary development costs, up to a maximum of $**720,000.00** in Federal (4BK7) funds. ODOT shall provide to the LPA **80** percent of the eligible preliminary engineering detailed design costs, up to a maximum of $**280,000.00** in Federal (4BK7) funds. These maximum amounts reflect the funding limit for the PROJECT set by the applicable Program Manager and costs beyond the stated maximums will be the responsibility of the LPA. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with development of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.4 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The **City of Beachwood** must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

3.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.

3.7 Payment or reimbursement to the LPA shall be submitted to:

City of Beachwood
25325 Fairmont Blvd.
Beachwood, Ohio 44122

4. PROJECT DEVELOPMENT

4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, right of way acquisition, utility relocation and other processes as set out in the Department's Design Reference Resource Center, available on ODOT's website (www.dot.state.oh.us/drrc/Pages/default.aspx). Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

		Responsibility		
PDP Phase	Activity	LPA	ODOT	Commentary
Planning	All	X		ODOT to provide coordination as needed
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.

	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 4.7.
	Cost Estimates	X		LPA/Consultant shall prepare in Estimator format.
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 4.7 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 6 for detailed requirements.
	Utility Relocation	X		Refer to Section 6.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 6.8 for additional details.
	Stage 3 Plans	X		ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Mitigation		X	ODOT will coordinate any required mitigation efforts.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee

	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	Public/Stakeholder Involvement	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.

4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

4.6 Environmental Responsibilities

A. In the administration of this PROJECT, the Permitee shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act.

B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.

C. ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.

E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.

F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

4.7 Use of ODOT Consultant Agreements

A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:

1. If the LPA chooses to utilize the CEAO task order contract for environmental services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.

2. If the LPA chooses to utilize the CEAO task order contract for right-of-way acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.

3. Value Engineering. If Value Engineering is required, the Department may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

5. CONSULTANT SELECTION AND ADMINISTRATION

5.1 General Requirements

A. The LPA must select a consultant/ consultant team that is prequalified by ODOT for all services to be performed by the consultant and subconsultants.

B. The LPA must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition" as a contract document in all of its consultant contracts.

C. The LPA must require, as a scope of services clause, that project development follow ODOT’s Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable

requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.

D. The LPA consultant agreement must provide for ongoing consultant involvement during the construction phase of the Project.

E. The LPA consultant agreement must include a completion schedule acceptable to ODOT.

F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.

H. If Federal Funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, Sections 153.65 through 153.71 of the Ohio Revised Code and Section 5.2 below in the selection of consultants, and administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in Sections 5526.01 and 153.65(C) of the Ohio Revised Code, include the practice of engineering (including inspection of construction), the practice of surveying, the practice of architecture including landscape architecture, evaluation of environmental impacts, right-of-way acquisition services and administration of construction contract claims.

5.2 Procedures for LPA Selection of Consultants for Agreements that Include Federal Funds in Preliminary Engineering

A. Policies in Selection of Consultants

1. Restrictions Concerning LPA Preferences

The LPA **shall not** offer direction to consultants concerning preferences (or informal sanctions) for certain subconsultants or team arrangements. These arrangements are business decisions that must be made by consultants without direction from the LPA. The LPA must make selection decisions on the basis of proposed teams without advance "steering" of teams.

2. Communications Restrictions

Please note the following policy concerning communication between Consultants and the LPA during the announcement and selection process:

During the time period between advertisement and the announcement of final consultant selections for the Programmatic Selection Process, communication with consultants (or their agents) shall be limited as follows:

a. Communications which are strictly prohibited:

(1) Communication with the LPA: Any marketing or similar discussions of the specific project if the consultant has submitted or plans to submit a letter of interest, or is included as a subconsultant on a submittal by another firm.

b. Allowable communications include:

(1) Project administration activities for authorized agreements, scope and negotiation activities for projects selected but not under contract.
(2) Technical or scope of services questions specific to projects posted with a programmatic group.

c. When completed selections must be publicly announced.

3. Advertisement

For selection procedures that require public notification, Requests for Letters of Interest "RFLoI" must be advertised on the Consultant Services page of ODOT's website.

4. Disclosure of Selection Information

All selection information including consultant letters of interest shall be available for public disclosure upon completion of the selection.

Information that is not subject to public disclosure at any time includes financial statements and other confidential financial information submitted by a consultant.

5. Supporting Documentation

Documentation supporting the solicitation, proposal, evaluation, and selection of the consultant shall be retained.

6. Prohibited Selection Factors

a. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

b. In-State or local **preference** shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.

Refer to Section 5.2.C.1.n. below for additional guidance concerning the use of local **presence** as a nominal evaluation factor where appropriate.

B. Consultant Selection Processes

The LPA may use any one of five consultant selection processes permitted by 23 CFR 172 and ORC 153.65 – 153.71, the use of which depends on the complexity of the project, estimated total fee, the number of available qualified consultants and whether an emergency exists. The Programmatic and Technical Proposal selection processes are competitive qualifications based selection processes governed by 23 CFR 172.7(a)(1) and ORC 153.65 – 153.71. These selection processes require solicitation, evaluation, ranking, selection, and negotiation in accordance with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to as the Brooks Act or Selection of Architects and Engineers.

The Small Purchase selection process is a non-competitive selection process governed by 23 CFR 172.7(a)(2) and ORC 153.71(A). Agreements with total fees less than $50,000 are eligible for this selection process.

The Emergency and Special Expertise selection processes are non-competitive selection processes governed by 23 CFR 172.7(a)(3) and ORC 153.71.

1. Programmatic Selection Process

   The Programmatic Selection Process is a one-step selection process intended to shorten the selection/authorization process for non-complex projects while reducing paperwork and administrative costs for both consultants and the State. In this process consultants are selected based on standard letter of interest content, and a standard Selection Rating Form.. The “Programmatic” selection process should be used for most projects that do not meet the criteria for the more elaborate Technical Proposal Selection Process.

2. Technical Proposal Selection Process

   The technical proposal selection process is a two-step process intended for use on larger, more complex projects for which a more informed selection decision can be made based on additional information received through the submittal of a (more elaborate) Technical Proposal, and/or presentations/interviews. The Technical Proposal Selection Process is appropriate to use under the following circumstances:

   a. Complex projects involving multiple PDP steps and multiple disciplines including planning, environmental and design services.

   b. Projects that include complex project management challenges in which the role of the consultant project manager will be crucial to project success, and may require extensive public involvement activities.

   c. Specialized services for which the LPA has limited experience and performance records for past projects.

   d. Generally any project for which a single submittal does not provide sufficient information to make a well informed selection decision.

      The technical proposal selection process includes the initial submittal of a letter of interest similar to the Programmatic Selection Process, and then “shortlisting” to at least three of the most highly qualified firms. The standard letter of interest content may be revised to include increased page limits and project specific content. The shortlisted firms are then required to submit additional written information (technical proposal) and/or participate in additional discussions or presentation/interview. The content of the technical proposal and the format of interviews can be tailored to fit the requirements of specific projects.

      Discussions, if required by the RFLoI, may be written, by telephone, video conference, or by oral presentation/interview and shall be with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFLoI.

The process for shortlisting at least three consultants is identical to that of the Programmatic Selection Process. The final selection of a single consultant also follows the same process but considers the written technical proposal and/or presentation/interview along with the initial letter of interest.

3. Emergency Selection Process

The LPA may directly select a consultant for a project determined by the Director of Transportation to be an emergency which will not permit the time necessary to conduct a competitive selection process. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

4. Small Purchase Selection Process

The LPA may directly select consultants without solicitation for projects with an estimated total fee of less than $50,000. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of fee exempt procedures. The following requirements apply:

a. The qualifications of a minimum of three consultants must be reviewed prior to selection. The consultants considered for selection and the reasons for selecting the most qualified consultant shall be documented.

In instances where two or fewer consultants are considered qualified, the LPA may proceed with evaluation and selection if it is determined that the project requirements did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

b. The full amount of any contract modification that would cause the total contract amount to exceed $50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if Federal funds are used in modifying an agreement above the $50,000 simplified acquisition threshold.

c. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

5. Special Expertise Selection Process

The LPA may directly select consultants for projects for which the service is available only from a single source. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

C. Selection Procedures – Programmatic Selection Process

1. Letter of Interest Content

Requests for Letters of Interest (RFLoI) shall include the following:

a. Project name from Ellis (County-Route-Section);

b. A description of the project including the location.

c. A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.), and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.

d. Any restrictions on communicating with government officials during the selection process.

e. Any restrictions concerning suspended or debarred firms.

f. Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.

g. The approximate construction cost if available.

h. Any special provisions or contract requirements associated with the services.

i. The following notification:

The [LPA] in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex (including pregnancy, gender identity and sexual orientation), age, disability, low-income status, or limited English proficiency in consideration for an award.

j. The DBE Goal requirements and related selection procedures.

k. Major work elements involved.

l. A detailed scope of services for the agreement.

m. The ODOT prequalification(s) required to provide the services;

n. Subfactors - Any important aspects of a project, if any, that will play a large role in the consultant selection process.

In-State or local preference shall not be used as a selection factor or subfactor, however a local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of

the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

o. The contract type and payment method(s) anticipated to contract for the solicited services. Refer to Chapter 4 of ODOT's Consultant Contract Administration for detailed explanations of contract types and payment methods.

p. Estimated date of authorization.

q. Time period in which the work must be completed.

r. Instructions for submitting a letter of interest including content and required format. The information requested should be consistent with the rating criteria.

s. Required content of the letter of interest (RFLoI) including;

(1) The firm's general qualifications.

(2) Proposed key staff including key subconsultant staff and project approach.

(3) A listing of subconsultants including project responsibility.

(4) Whether resumes of key staff members must be submitted.

(5) Other information needed to make an informed selection decision.

2. Evaluation Process

a. Initially evaluate all firms for compliance with the following requirements, advise Districts of the firms that must be eliminated from further consideration and the reason for elimination:

(1) Compliance with general LoI requirements, current negligence issues, and ongoing performance issues identified through CES, overall low CES rating, insufficient staff, excessive workload, or any other significant issues relative to a firm's performance.

(2) Inclusion on the list of firms suspended or debarred by the Federal Government.

(3) For projects noted as having DBE Goals, ODOT will determine whether the consultant made a good faith effort to meet the goal in accordance with 49 CFR 26.53 and Appendix A to Part 26.The letter of interest must show that the consultant has made good faith efforts to meet the goal. Good faith efforts may include: (1) Documentation that the consultant has obtained enough DBE or EDGE (Encouraging Diversity, Growth and Equity) participation to meet the goal; or (2) Documentation that it made adequate good faith efforts, as defined in 49 CFR 26.53, to meet the goal, even though it did not succeed in obtaining enough DBE/EDGE

participation to do so. Consultants that do not show good faith efforts to meet the Goal will not be eligible for selection.

b. Compliance with prequalification requirements.

c. Reduce the number of firms to 3-6 for each project through a process of elimination, based on the selection rating factors included in the Consultant Selection Rating Form. Firms may be eliminated due to fatal flaws, overall weakness of team relative to other firms, weak project approach, etc. Provide written documentation concerning the reasons for eliminating a firm from consideration.

In instances where two or fewer consultants respond to the RFLoI, or two or fewer consultants are considered qualified to be shortlisted, the LPA may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

d. For each project, rate each shortlisted firm using the selection rating form.

Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

3. Selection Rating Procedures

a. ODOT's standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23 CFR 172 and ORC 153.65 – 153.71.

b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams, including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.

c. For each selection rating factor, each short listed firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based on each firm's specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLoI should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of a selection factor in the success of a given project. The project manager's role in a

simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differential scores assigned to projects that require a larger role for the project manager. Similar consideration should be given to all selection factors

4. ODOT's Consultant Selection Rating Form and Selection Rating Notes

Category	Total Value	Scoring Criteria	Score
Management & Team			
Project Manager	10	See Note a. below	
Strength/Experience of Assigned Staff including Subconsultants	25	See Note b. below	
Firm's Current Workload/ Availability of Personnel	10	See Note c. below	
Consultant's Past Performance	30	See Note d. below	
Project Approach	25	See Note e. below	
Total	100		

The following discussion addresses each selection rating factor including scoring methodology, appropriate sources of information and factors that may not be considered.

a. Project Manager

The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager's experience on similar projects and past performance for the LPA. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project manager's role in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.

b. Strength/Experience of Assigned Staff including Subconsultants

The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, ODOT and other agencies may be contacted.

c. Firm's Current Workload/ Availability of Personnel (Considered at statewide meeting)

In instances when consultant's current workload may impact their ability to complete the work as proposed, the firm's current workload and availability of qualified personnel shall be considered.

d. Consultant's Past Performance

The consultants' past performance on similar projects, including subconsultant performance, shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider ODOT CES performance ratings if available, and consult other ODOT Districts, ODOT Central Offices, and other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.

e. Project Approach

Evaluation of the firm's project approach shall consider:

(1) The firm's technical approach and understanding of the project.

(2) The firm's qualifications for the project including knowledge and experience concerning relevant ODOT standards, procedures and guidance documents.

(3) Any innovative ideas.

When considering this factor in rating firms, the type of project and the relevance of this factor to the project must be considered. For task order and construction inspection projects, and small uncomplicated design projects, the possibility for innovation may be very limited. Larger more complex projects will generally offer more opportunities for innovation. Consultants that identify truly innovative ideas should receive credit in the selection rating, but this factor can be disregarded when projects offer little opportunity for innovation.

(4) The firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

These factors will be relatively more important and relevant to a complex PDP project, and much less important for a construction inspection or task order contract. Please remember that Federal rules prohibit consideration of overhead rates, wage rates or any other cost data submitted voluntarily by the consultant.

D. Negotiation of Consultant Agreements

Agreements shall be negotiated in accordance with ODOT's Manual for Administration of Contracts for Professional Services, Volume 1 Consultant Contract Administration, Section 3.9.

E. Agreements

ODOT will prepare the LPA/Consultant Agreement between the Consultant and LPA. The agreement will be transmitted to the LPA by the ODOT District Office. A copy of the executed LPA/Consultant Agreement shall be returned to the District Office.

F. Documentation of Consultant Selections

The LPA shall maintain a consultant selection file that includes the following information, and provide copies of all documents to the District for their files.

1. A copy of the Request for Proposal and the date posted on ODOT's website;
2. A listing of firms that submitted Letters of Interest;
3. Letters of Interest from all firms that submitted;
4. Selection rating forms and any supporting notes and documentation, including membership of the selection committee;
5. A listing of firms selected to submit technical proposals (if applicable), copies of the technical proposals, and related correspondence;
6. Selected consultant's Price Proposal;
7. Negotiation records; and
8. A copy of the Agreement, Scope of Services, authorization letter, Invoice and Project Schedule, and any other documents relevant to the agreement.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.

6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.

6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to

perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

6.6 The **LPA** will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.

6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

7.1 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

8. CONSTRUCTION CONTRACT ADMINISTRATION

8.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.

9. CERTIFICATION AND RECAPTURE OF FUNDS

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. For a PROJECT upon which a DBE goal is assigned, the LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

Pursuant to 49 CFR 26.13(b), the LPA agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in the performance of this Agreement. The LPA agrees to carry out applicable requirements of 49 CFR Part 26 in the award and

administration of DOT-assisted contracts. The LPA understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

(a) Compliance with Regulations**:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(b) Nondiscrimination**:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(c) Solicitations for Professional Services**:** In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.

(d) Information and Reports: The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the LPA under the contract until the LPA complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions: The LPA will include the provisions of paragraphs 10.4 (a) through (e) Above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing

such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA: If to ODOT:

Justin Berns, Mayor	**John Picuri, P.E., District Deputy Director**
City of Beachwood	**Ohio Department of Transportation, D-12**
25325 Fairmont Blvd.	**5500 Transportation Boulevard**
Beachwood, Ohio 44122	**Garfield Heights, Ohio 44125**

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs*:

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [*LPA official must initial the option selected.*]

☐ **1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**
(A) The LPA ***does not*** currently maintain an ODOT approved federally compliant time-tracking system[1], ***and***
(B) The LPA ***does not*** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, ***and/or***
(C) The LPA ***does not*** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐ **2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate. [2]**
(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, ***and***
(B) The LPA ***does not*** currently have, and ***does not*** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☐ **3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate. [3]**
(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, ***and***
(B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is

☐ **4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.** [4]

(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, ***and***

(B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, ***and***

(C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3 *Financial Reporting and Audit Requirements*: If one or more phases of this AGREEMENT include a sub-award of federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-federal entities, including ODOT's LPA subrecipients, that have aggregate federal awards expenditures from all sources of $750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or Right of Way phases of the Project must track these payments throughout the life of the in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.[5] Further, the LPA may make this

applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

[5] Per 2 CFR §200.502

determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

15.4 *Record Retention*: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

15.5 *Ohio Ethics Laws*: LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.

15.6 *State Property Drug-Free Workplace Compliance*: In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at https://www.treasury.gov/resource- center/sanctions/Programs/Pages/Programs.aspx. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

15.8 *Lobbying*: Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

15.10 *Governing Law*: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.11 *Assignment*: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

15.12 *Merger and Modification*: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

15.13 *Severability*: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

15.14 *Signatures*: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: CITY OF BEACHWOOD	**STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION**
By:	By:
Justin Berns Mayor	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES USES		LPA FUNDS			FHWA FUNDS			STATE FUNDS				TOTAL
		Amount	%	SAC	Amount	%	SAC	Amount	%	SAC		
PRELIMINARY DEVELOPMENT		$180,000	20	LNTP	$720,000	80	4BK7					$900,000
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS		$70,000	20	LNTP	$280,000	80	4BK7					$350,000
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION		$900,000	100	LNTP								$900,000
PROJECT CONSTRUCTION COSTS		**UNCOMMITTED CONSTRUCTION FUNDING**										$15,451,097
INSPECTION												
TOTALS		$1,150,000			$1,000,000							$17,601,097