

# CITY OF *Beachwood*

BEACHWOOD CITY COUNCIL MEETING  
MONDAY, MARCH 18, 2024, 7:00 PM  
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,  
25325 FAIRMOUNT BOULEVARD, BEACHWOOD, OHIO 44122

## Agenda **AMENDED**

-Pledge of Allegiance to the Flag of the United States of America led by Girl Scout Troop 71962-

1. Roll Call
2. Reports
  - a. Mayor
  - b. Council Member (non-agenda items)
  - c. Department Directors
3. Citizen's Remarks (**City Council limits Citizen's Remarks to five (5) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**

Girl Scout Troop 71962 (Hilltop – 5<sup>th</sup> Grade)

4. Approval of Minutes
  - Regular Council Meeting held on March 4, 2024**
  - Safety and Public Health Committee Meeting held on March 4, 2024**
  - Committee of the Whole Meeting held on March 4, 2024**

### **Old Business**

#### **1. 2024-22**

An Ordinance Rezoning 2463 Green Road, Beachwood, Ohio 44122 PPN# 741-09-005, 2479 Green Road, Beachwood, Ohio 44122 PPN# 741-09-051, 2475 Green Road, Beachwood, Ohio PPN# 741-09-064, 25222 Fairmount Boulevard, Beachwood, Ohio PPN # 741-22-008, subplot 281 Penshurst Drive, Beachwood, Ohio PPN # 741-14-100, and subplots 156 & 157 Letchworth Road, Beachwood Ohio PPN # 742-13-030 And 742-13-029 From U-1 Single Family Residential District To U-5 Public and Institutional District

**Placed on First Reading and Referred to Planning and Zoning Commission: February 5, 2024**

**Referred to Council from Planning and Zoning Commission: February 29, 2024**

## New Business

### Ordinances

1. 2024-40

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

2. 2024-41

An Ordinance authorizing the Mayor to enter into a Shared Services Agreement between the City of Beachwood, Ohio and the Board of Education of the Beachwood, Ohio City School District commencing April 1, 2024 and expiring on July 31, 2027; and declaring this to be an urgent measure

3. 2024-42

An Ordinance authorizing the Mayor to enter into an Amended/Revised Agreement with the Ohio Department of Transportation ("ODOT") for the Interstate RT. 271/U.S. RT 422 Improvement Project; and declaring this to be an urgent measure

4. 2024-43

An Ordinance accepting a Bid from Bell Equipment Company for Purchase and Acquisition of Two (2) 28 Yard Heil Odyssey Front Load Rubbish/Recycling Trucks for the City of Beachwood Public Works Department; and declaring this to be an urgent measure

5. 2024-44

An Ordinance accepting a Certain Bid from Archer Sign Corporation for Purchase and Installation of a Changeable Copy Sign; and declaring this to be an urgent measure

6. 2024-45

An Ordinance amending Ordinance No. 2024-39 which authorized the Mayor to Amend a Contract with Signal Service Company for Traffic Signal Monitoring and Regular Traffic Signal Maintenance Service for 2024 to Increase the Maximum Cost of the Contract; and declaring this to be an urgent measure

### Resolutions

1. 2024-2

**A Resolution to Accept the Fact-Finding Report and Recommendations in the matter of the City of Beachwood and Laborers Local 860 (Building Department Bargaining Unit Employees); SERB Case No.: 2023 MED-08-0596; and declaring this to be an urgent measure**

### Correspondence

1. Notice to Legislative Authority – Ohio Division of Liquor Control

**Any other matters coming before City Council**

**Adjournment**

**Next Regular Council Meeting will be held on: Monday, April 1, 2024 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit: [www.BeachwoodOhio.com](http://www.BeachwoodOhio.com)**

**Council Members: Alec Isaacson – Council President  
Danielle Shoykhet – Council Vice-President  
Jillian DeLong, Joshua Mintz,  
Ali B. Stern, Eric Synenberg, June E. Taylor  
Clerk of Council: Whitney M. Crook**

# CITY OF *Beachwood*

**Beachwood City Council Minutes  
Monday, March 4, 2024, 7:00 Pm  
At Beachwood City Hall, Council Chambers,  
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Called to order at 7:02 PM by Council President Alec Isaacson

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

1. Roll Call

Present – Ms. DeLong, Mr. Isaacson, Ms. Shoykhet, Ms. Stern, Mr. Synenberg, Ms. Taylor

Absent – Mr. Mintz

Others Present – Mayor Berns, Mr. Arrietta, Ms. Bieterman, Mr. Heiser, Mr. Holtzman, Mr. Hunt, Ms. McLaughlin, Mr. Roenigk, Mr. Rose, Mr. Schroeder

2. Reports

a. Mayor

Mayor Berns announced that the City Administration is currently seeking to employ a full-time Public Relations officer.

Mayor Berns also discussed the well-attended residential lighting Town Hall that was held last week and thanked all residents in attendance.

b. Council Member (non-agenda items)

Ms. Shoykhet spoke about attending a Chamber of Commerce Round Table event.

Mr. Isaacson thanked Mr. Schroeder and his team for their work on the Hope Heals event and thanked Mr. Arrietta and his team for removing a tree that had fallen in his neighborhood. Mr. Isaacson then thanked the Building Commissioner and his team for assisting the resident with getting the proper permits needed to repair their garage after the tree fell.

c. Department Directors

Mr. Schroeder gave a Recreation update.

Ms. Bieterman gave an Economic Development update.

Police Chief McLaughlin discussed the day of the Solar Eclipse and stated that the City is expecting an influx in people travelling through the area. Chief also gave some pointers on staying safe during the event.

3. Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)

(Please see Video Recording for full remarks:

<https://beachwoodoh.new.swagit.com/videos/295385> )

Wendy Zele

Ms. Zele attended to introduce herself to Council and the Community. Ms. Zele is the new Regional External Affairs Director for the Illuminating Company.

Kyle Fishman

Mr. Fishman made remarks.

Steven Fox

Mr. Fox made remarks.

Matthew Hildebrand

Mr. Hildebrand made remarks.

4. Approval of Minutes (Consent Agenda):  
**Regular Council Meeting held on February 5, 2024**  
**Committee of the Whole Meeting held on February 20, 2024**

Moved by: A. Isaacson, Seconded by: E. Synenberg

**Voice Vote**

**On the Approval:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

**Old Business**

**Ordinances**

**1. 2024-26**

An Ordinance authorizing a Beachwood Economic Impact Program Forgivable Loan Agreement with Innovative Medical Equipment, LLC; and declaring this to be an Urgent Measure  
**Placed on First Reading: February 20, 2024**

Mr. Synenberg recused himself from this item as he has a personal relationship with members of the organization.

Moved by: D. Shoykhet, Seconded by: A. Isaacson

**Voice Vote**

**On the Suspension:**

Yes: 5  
No: 0  
Abstain: 0  
Not Voting: 1  
MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 5  
No: 0  
Abstain: 0  
Not Voting: 1  
MOTION ADOPTED on Second and Final Reading

**New Business**

**Ordinances**

**1. 2024-37**

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

Moved by: J. DeLong, Seconded by: D. Shoykhet

**Voice Vote**

**On the Suspension:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**2. 2024-38**

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

Moved by: A. Stern, Seconded by: E. Synenberg

**Voice Vote**

**On the Suspension:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**3. 2024-39**

An Ordinance authorizing the Mayor to amend a Contract with Signal Service Company for Traffic Signal Monitoring and Regular Traffic Signal Maintenance Service for 2024, waiving competitive bidding; and declaring this to be an urgent measure

Moved by: J. Taylor, Seconded by: D. Shoykhet

**Voice Vote**

**On the Suspension:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

**Voice Vote**

**On the Adoption:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

**Any other matters coming before City Council**

None.

**Adjournment**

**Motion to Adjourn -** Moved by: J. Taylor, Seconded by: A. Stern

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

Adjourn to the next Regular City Council Meeting at 7:46 PM

Approved:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

**Next Regular Council Meeting will be held on: Monday, March 18, 2024 at 7 PM in Council Chambers For all updates regarding Council Meetings, please visit: [www.BeachwoodOhio.com](http://www.BeachwoodOhio.com)**

**Council Members: Alec Isaacson – Council President  
Danielle Shoykhet – Council Vice-President  
Jillian DeLong, Joshua Mintz,  
Ali B. Stern, Eric Synenberg, June E. Taylor  
Clerk of Council: Whitney M. Crook**

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**Pursuant to Ordinance Number 2020-78 Council has determined that the Video Recording of the meetings shall stand as the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission.  
A written synopsis of all agenda items and votes shall also be promptly prepared and kept.**

**BEACHWOOD CITY COUNCIL**  
**SAFETY AND PUBLIC HEALTH COMMITTEE MEETING MINUTES**  
**MONDAY, MARCH 4, 2024, 5:30 PM**  
*at* **BEACHWOOD CITY HALL, CONFERENCE ROOM A,**  
25325 Fairmount Boulevard, Beachwood, Ohio 44122

Called to order at 5:31 PM by Chairwoman Danielle Shoykhet

Present - Danielle Shoykhet – Chairwoman, Alec Isaacson – Member, Ali Stern – Member,  
Eric Synenberg – Member

Others Present – Mayor Justin Berns, Jillian DeLong, Member of Council, Chris Arrietta, Public Works  
Director, Larry Heiser, Finance Director, R. Todd Hunt, Law Director, Joe Ciuni, GPD Group,  
Mark Grossman, GPD Group, Mike Hobbs, GPD Group, Kevin Westbrooks, GPD Group

Agenda Items

1. Mayor's Report

None.

2. Discussion and update regarding ODOT Project

Mayor Berns introduced this item and turned the discussion over to Mr. Westbrooks.

Mr. Westbrooks introduced Mr. Hobbs and Mr. Grossman.

Mr. Westbrooks then reviewed a PowerPoint presentation regarding this item. This PowerPoint  
presentation is attached hereto for the official record.

After the presentation, the Committee and Members of Council who were in attendance were  
given the opportunity to ask questions.

Mr. Westbrooks stated that an amendment to the ODOT Agreement will need to be presented  
to Council for approval for this project.

The Clerk was instructed to include this item on the March 18, 2024 Meeting Agenda for  
discussion and approval.

3. Any other matters coming before the Safety and Public Health Committee

Ms. Shoykhet asked if there were any further questions or any other items to come before the  
Committee. There were none.

**Adjournment**

**Motion to Adjourn** - Moved by: D. Shoykhet, Seconded by: A. Stern

Yes: 4

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

Adjourn to the next Regular City Council Meeting at 6:24 PM

\_\_\_\_\_

Clerk

\_\_\_\_\_

Mayor

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**A written synopsis of all agenda items and votes shall also be promptly prepared and kept.**



**BEACHWOOD CITY COUNCIL  
COMMITTEE OF THE WHOLE MEETING MINUTES  
MONDAY, MARCH 4, 2024, IMMEDIATELY FOLLOWING THE  
SAFETY AND PUBLIC HEALTH COMMITTEE MEETING  
at BEACHWOOD CITY HALL, CONFERENCE ROOM A,  
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Called to order at 6:25 PM by Council President Alec Isaacson

Roll Call

Present – Alec Isaacson – Chairman, Jillian DeLong – Member, Danielle Shoykhet – Member, Ali Stern – Member, Eric Synenberg – Member, June E. Taylor - Member  
Others Present – Mayor Justin Berns

1. Mayor's Report

None.

2. Discussion regarding Council Legislative Goals and Priorities 2024

Council President Isaacson introduced this item and stated that he would like to discuss the top three (3) Legislative Goals and Priorities from each member of the Committee.

Each member of the Committee discussed their top three items.

Mr. Isaacson then stated that he would like to go ahead and make a list of the goals and priorities that he would like Council to go ahead and start working on.

Those items include the Law Director selection process, Community Alert System for reaching residents, weekly communication from the Administration to Council, Meals Ordinance and Community Room usage, and review of our Noise Ordinance.

Mr. Isaacson also stated that he would like to refer the A/V upgrade for Chambers and Conference Room A to the Building and Grounds Committee as soon as possible.

Ms. Taylor mentioned that one of her priorities would be to discuss housing. This is a subject she heard about often while she was campaigning this past Summer.

Mr. Isaacson stated that we could include that moving forward.

Mr. Isaacson then asked if there were any other questions or comments regarding this item. There were none.

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

None.

**Adjournment**

**Motion to Adjourn** - Moved by: A. Isaacson, Seconded by D. Shoykhet

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

Adjourn to the next Regular City Council Meeting at 6:51 PM

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

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**A written synopsis of all agenda items and votes shall also be promptly prepared and kept**

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: January 11, 2024

RE: **Request for Legislation**



As the final step to complete the City’s program to update the U-5 Public and Institutional District, I am requesting legislation to rezone seven (7) parcels of land that are developed with institutional uses from their current U-1 Single Family Residential District classification to U-5 Public and Institutional District. Three (3) of those properties and their respective uses are operating under use variances granted in 1998 which contain standards that are substantially more restrictive than the current U-5 Public and Institutional District regulations. There is no reason those three institutional uses should be placed at an operational disadvantage compared to all of the other institutional uses in the City. The use on the fourth property is currently designated a non-conforming use in the U-1 Single Family Residential District. That status makes special approvals necessary for any changes, even very minor changes, to their use or facilities. The non-conforming status also places the property at some risk for rebuilding in the event of a catastrophe. The other three (3) properties are owned by the Beachwood Board of Education and are proposed to be incorporated into the overall site plan two (2) new elementary schools.

In order to address those issues, and to achieve the City’s intent that all institutional uses are classified in the U-5 Public and Institutional District; I am requesting that legislation be prepared and introduced at the February 5<sup>th</sup> City Council meeting to rezone the following parcels from U-1 Single Family Residential District to U-5 Public and Institutional District:

- 2463 Green Road  
PP# 741-09-005  
3.3 Acres

Justin Berns, Mayor  
Beachwood City Council  
Request for Legislation  
January 4, 2024  
Page 2

- 2479 Green Road  
PP# 741-09-051  
3.0 Acres
- 2475 Green Road  
PP# 741-09-064  
5.7 Acres
- 25222 Fairmount Boulevard  
PP# 741-22-008  
1.75 Acres
- Sublot 281 Penshurst Drive  
PP# 741-14-100  
1.05 Acres
- Sublots 156 & 157 Letchworth Road  
PP# 742-13-030  
PP# 742-13-029  
0.79 Acres

These Zoning Map amendments would reclassify approximately 15.59 acres of land from the U-1 Single Family Residential District to the U-5 Public and Institutional District.

By introducing the legislation at the February 5<sup>th</sup> City Council meeting, it could be referred to the Planning and Zoning Commission for a recommendation at the Commission's February 29<sup>th</sup> meeting and return to Council in March for scheduling of the required public hearing.

cc: Todd Hunt, Law Director  
Brian Roenigk, Building Commissioner  
Whitney Crook, Clerk of Council

INTRODUCED BY:

**AMENDED** ORDINANCE NO. 2024-22

AN ORDINANCE REZONING 2463 GREEN ROAD, BEACHWOOD, OHIO 44122 PPN# 741-09-005, 2479 GREEN ROAD, BEACHWOOD, OHIO 44122 PPN# 741-09-051, 2475 GREEN ROAD, BEACHWOOD, OHIO PPN# 741-09-064, 25222 FAIRMOUNT BOULEVARD, BEACHWOOD, OHIO PPN # 741-22-008, SUBPLOT 281 PENSURST DRIVE, BEACHWOOD, OHIO PPN # 741-14-100, AND SUBPLOTS 156 & 157 LETCHWORTH ROAD, BEACHWOOD OHIO PPN # 742-13-030 AND 742-13-029 FROM U-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO U-5 PUBLIC AND INSTITUTIONAL DISTRICT

WHEREAS, the City Planner has requested the rezoning of 2463 Green Road, Beachwood, Ohio 44122 PPN# 741-09-005, 2479 Green Road, Beachwood, Ohio 44122 PPN# 741-09-051, 2475 Green Road, Beachwood, Ohio PPN# 741-09-064, 25222 Fairmount Boulevard, Beachwood, Ohio PPN # 741-22-008, subplot 281 Penshurst Drive, Beachwood, Ohio PPN # 741-14-100, and subplots 156 & 157 Letchworth Road, Beachwood Ohio PPN # 742-13-030 And 742-13-029 From U-1 Single Family Residential District To U-5 Public and Institutional District; and

WHEREAS, Council referred said requested Rezoning to its Planning and Zoning Commission for study and a report and recommendation in accordance with BCO 1107.01 on February 5, 2024.

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 a request for the rezoning of 2463 Green Road, Beachwood, Ohio 44122 PPN# 741-09-005, 2479 Green Road, Beachwood, Ohio 44122 PPN# 741-09-051, 2475 Green Road, Beachwood, Ohio PPN# 741-09-064, 25222 Fairmount Boulevard, Beachwood, Ohio PPN # 741-22-008, subplot 281 Penshurst Drive, Beachwood, Ohio PPN # 741-14-100, and subplots 156 & 157 Letchworth Road, Beachwood Ohio PPN # 742-13-030 And 742-13-029 From U-1 Single Family Residential District To U-5 Public and Institutional District, placed this issue and said Rezoning on first reading, and referred the proposed to the Planning and Zoning Commission for its report and recommendation.

Council is in receipt of the recommendation of the Planning and Zoning Commission on the issue of rezoning of 2463 Green Road, Beachwood, Ohio 44122 PPN# 741-09-005, 2479 Green Road, Beachwood, Ohio 44122 PPN# 741-09-051, 2475 Green Road, Beachwood, Ohio PPN# 741-09-064, 25222 Fairmount Boulevard, Beachwood, Ohio PPN # 741-22-008, subplot 281 Penshurst Drive, Beachwood, Ohio PPN # 741-14-100, and subplots 156 & 157 Letchworth Road, Beachwood Ohio PPN # 742-13-030 And 742-13-029 From U-1 Single Family Residential District To U-5 Public and Institutional District and shall be set said rezoning for Public Hearing or refer this item to a Committee of Council for consideration.

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

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

**AMENDED** ORDINANCE NO. 2024-22

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

Attest: I hereby certify this legislation was duly adopted on the \_\_\_\_ day of \_\_\_\_\_, 2024 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this \_\_\_\_ day of \_\_\_\_\_, 2024 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**Placed on First Reading and Referred to Planning and Zoning Commission: February 5, 2024**

**Referred back to Council from Planning and Zoning Commission: February 29, 2024**

# CITY OF Beachwood

JUSTIN B. BERNES, MAYOR

## ZONING MAP

SHOWING ALL AMENDMENTS TO AND INCLUDING ORDINANCE No. 2002-187 ADOPTED BY THE COUNCIL OF THE CITY OF BEACHWOOD, OHIO.

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

Map Revised 2023

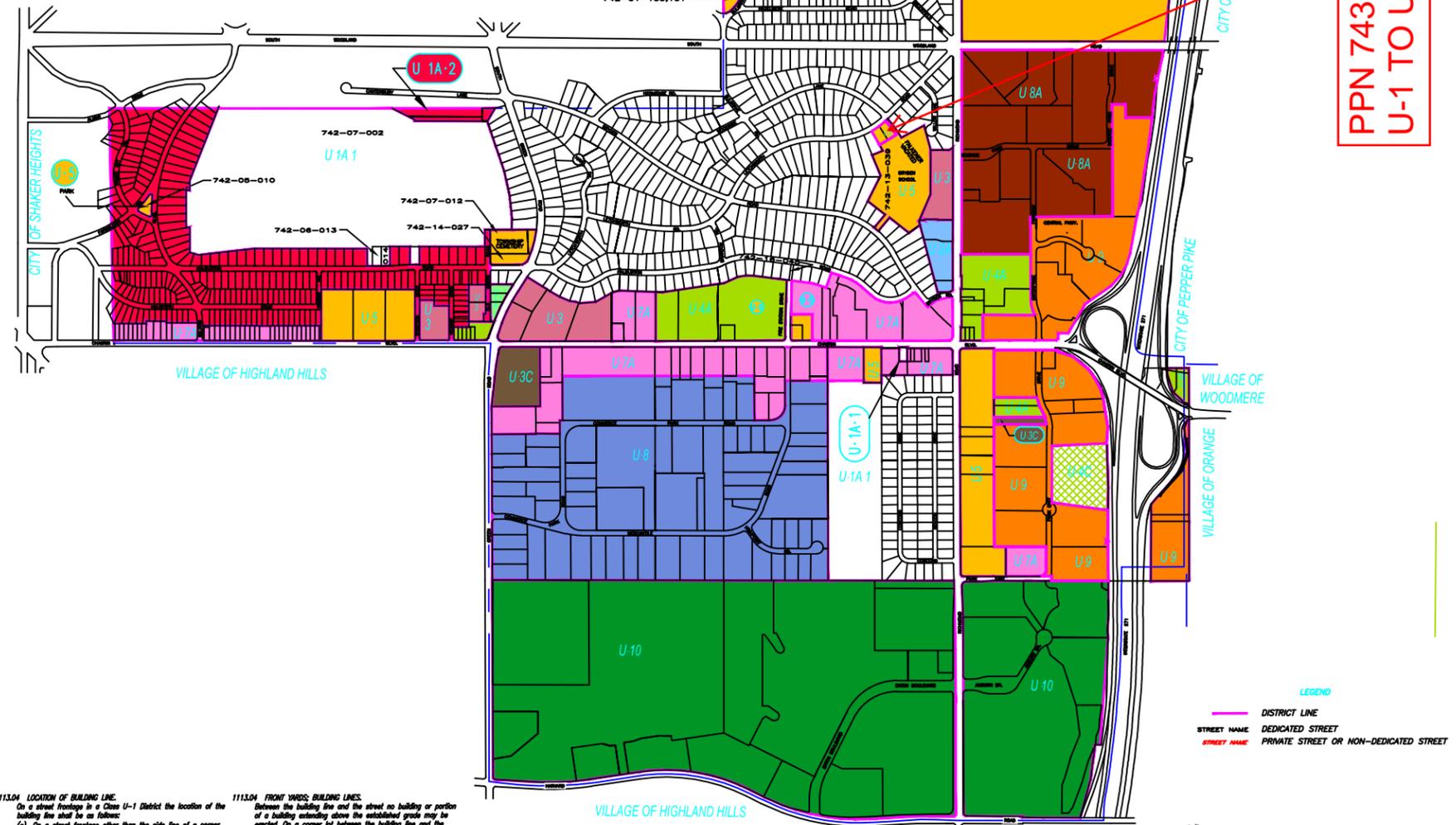
PPN'S  
741-09-005, 051 &  
064 U-1 TO U05

PPN 741-14-100  
U-1 TO U-5

PPN 741-22-008  
U-1 TO U-5

PPN 743-13-029, 030  
U-1 TO U-5

CLASS USE / AREA	DISTRICT	MINIMUM LOT AREA, SQ. FT.	SETBACK FT.	MINIMUM FRONT YARD SETBACK FT.	MINIMUM SIDE YARD SETBACK FT.	MINIMUM REAR YARD SETBACK FT.	PARKING
U-1A-1	SINGLE FAMILY	FLUDD	SEE NOTES ON MAP	35			
U-1A-2	SINGLE FAMILY	FLUDD	SEE NOTES ON MAP	35			
U-2	MULTIPLE FAMILY	VARIES	75	25	25	2/AMT	
U-3	ATTACHED SINGLE FAMILY	10 ACRES	50	200	25	3/AMT	
U-3A	APARTMENT HOUSE	VARIES	50	35	25	2/AMT	
U-3B	HIGH RISE APARTMENT	7 ACRES	80 MIN.	200	100	2/AMT	
U-3C	SINGLE APARTMENT & LONG TERM CARE DISTRICT	10 ACRES	FACEBOOK OR EQUIVALENT	200	40	VARIES	
U-4A	INTERMEDIATE BUSINESS	5 ACRES	100	200	25	VARIES	
U-4B	SHOPPING CENTER	300	200	2 STORES	1/50 SALES AREA		
U-5	INTEGRATED MIXED USE DISTRICT	VARIES	25	400	75	VARIES	
U-6	PUBLIC AND INSTITUTIONAL	3 ACRES	75	250	40	VARIES	
U-7A	GENERAL OFFICE (MEDICAL OFFICES REFER TO ORDINANCE)	1 ACRE	75	200	35	VARIES	
U-8	STORAGE AND MANUFACTURING	1 ACRE	2-ACRES-100 1-ACRES-75	400	35	VARIES	
U-8A	OFFICE BUILDING AND RESEARCH	2 ACRES	FACEBOOK OR EQUIVALENT	150 - 200	35 ON 2 STORES	VARIES	
U-9	INDUSTRIAL SERVICE	VARIES	VARIES	VARIES	60	VARIES	
U-10	PLANNED MIXED USE DEVELOPMENT DISTRICT	SEE NOTES ON MAP					
U-3C	PLANNED MULTI-FAMILY RESIDENTIAL DISTRICT	7 ACRES	40	800	65	1.5/AMT	

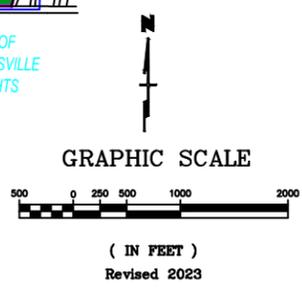


**1113.04 LOCATION OF BUILDING LINE.**  
On a street frontage in a Class U-1 District the location of the building line shall be as follows:  
(a) On a street frontage other than the side line of a corner lot, the distance of the building line back from the street right-of-way line shall be twenty percent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

**1113.04 FRONT YARDS, BUILDING LINES.**  
Between the building line and the street no building or portion of a building extending above the established grade may be erected. On a corner lot between the building line and the street line, and within the triangular space included between the street line, for a distance of twenty-five feet from their point of intersection, no fence or other structure more than three feet in height above the plane of the established grade shall hereafter be erected, and no shrubs or foliage shall be maintained that, in the judgment of the Building Commissioner, will materially obstruct the view of a driver of a vehicle approaching the intersection and within seventy-five feet of the center of such intersection, or approaching cross traffic which seventy-five feet of the center of such intersection.

- U-10** Permitted uses in this U-10 District shall include the following uses with the standards set forth in this chapter or incorporated by reference:
- (1) Class P-1 (U-1A Retail).
  - (2) Class P-2 (U-7A Office Building).
  - (3) Class P-3 (U-8A "Flex" Space).
  - (4) Class P-4 (U-9 Hotel, Gas Station or restaurant).
  - (5) Class P-5.
  - (6) Class P-6.
- Not more than twenty percent of the lot area shall be used for any one of the following uses: (1) any use that requires a special use permit; (2) any use that requires a conditional use permit; (3) any use that requires a variance; (4) any use that requires a rezoning; (5) any use that requires a change of zoning; (6) any use that requires a change of district; (7) any use that requires a change of lot area; (8) any use that requires a change of lot width; (9) any use that requires a change of lot depth; (10) any use that requires a change of lot area, width, or depth.

**LEGEND**  
DISTRICT LINE  
STREET NAME DEDICATED STREET  
STREET NAME PRIVATE STREET OR NON-DEDICATED STREET



PREPARED BY:  
**GPD GROUP**  
GPD GROUP, Inc.  
100 South Main Street, Suite 1000  
Akron, OH 44311  
330.512.2700 Fax 330.512.2303  
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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:

<b>For Supplies and Services</b>	<b>March 18, 2024</b>	<b>\$110,687.70</b>
GPD	Engineering Services	\$ 54,849.50
Roetzel & Andress	Legal Services	\$ 36,703.20
Squire Patton Boggs	Legal Services	\$ 4,455.00
Hennes Communications	Mayor’s Office Services	\$ 800.00
ICC Community Development Solutions	Building Department Services	\$ 7,880.00
City of Shaker Heights	Fire Department Services	\$ 6,000.00

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

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

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

Attest: I hereby certify that this legislation was duly adopted on the 18<sup>th</sup> day of March 2024 and presented to the Mayor.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 19<sup>th</sup> day of March 2024 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

## Summary of Engineering Invoices

March 18, 2024 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	ENCUMBRANCES		
								2024	2023	2022
2020119.02-28	12/31/2023	\$6,280.00	\$0.00	\$6,280.00	Capital					X
2020119.02-29	2/9/2024	\$123.00	\$0.00	\$123.00	Capital					X
2023119.10-4	2/9/2024	\$5,125.25	\$0.00	\$5,125.25	Capital		X			X
2023119.02-11	2/9/2024	\$3,011.25	\$0.00	\$3,011.25	Capital					X
2024119.01-1	2/9/2024	\$842.25	\$0.00	\$842.25	General		X			
2023119.10-3	2/9/2024	\$15,457.50	\$0.00	\$15,457.50	Capital		X			X
2023119.09-2	2/9/2024	\$1,438.00	\$0.00	\$1,438.00	Capital					X
2024119.02-1	2/9/2024	\$11,548.75	\$0.00	\$11,548.75	Capital		X			
2023119.91-8	2/9/2024	\$497.00	\$0.00	\$497.00	General					X
2023119.05-9	1/31/2024	\$10,526.50	\$0.00	\$10,526.50	Capital					X
<b>Total To Pay</b>				<b>\$54,849.50</b>						
<b>Total Capital Fund</b>				<b>\$53,510.25</b>						
<b>Total General Fund</b>				<b>\$1,339.25</b>						
<b>Total Deposits</b>				<b>\$0.00</b>						
<b>Total Street Const. Mant.</b>				<b>\$0.00</b>						
<b>Less: Billable Charges</b>				<b>\$0.00</b>						
<b>Net Paid by City:</b>				<b>\$54,849.50</b>						



Remit Payment To:  
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven  
 Lockbox Number 952032  
 4100 W 150th St  
 Cleveland, OH 44135

**Invoice**

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

December 31, 2023  
 Invoice No: 2020119.02 - 28

**Invoice Total \$6,280.00**

Project 2020119.02 Beachwood-Chagrin Culvert Rehabilitation  
 Service Dept.  
 P.O.#2023-01821  
 Max Not to Exceed \$109,284.00

**Professional Services from November 25, 2023 to December 31, 2023**

Task 110 Final Design  
 P.O.#2023-01821

**Professional Personnel**

	Hours	Rate	Amount
Sr. Project Manager			
Washko, Thomas	1.50	120.00	180.00
Totals	1.50		180.00
<b>Total Labor</b>			<b>180.00</b>
<b>Total this Task</b>			<b>\$180.00</b>

Task 210 Right-of-Way Acquisition Services  
 P.O.#2023-01821

**Reimbursable Expenses**

Other Reimbursable Exp.	Prof. Services	Amount
12/7/2023 KMJM (Betty Dukes)		6,100.00
<b>Total Reimbursables</b>		<b>6,100.00</b>
<b>Total this Task</b>		<b>\$6,100.00</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	6,280.00	84,438.00	90,718.00 ✓
Limit			109,284.00
Remaining			18,566.00
<b>Total this Invoice</b>			<b>\$6,280.00</b> ✓

**Outstanding Invoices**

Number	Date	Balance
25	10/13/2023	3,700.00

APPROVED FOR PAYMENT  
 BY: *[Signature]*  
 DATE: 3-1-24  
 2023-01821

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON  
 INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN  
 Net 30 days.

# INVOICE



**KMJM Land Services, LLC**  
 1950 W Wallings Rd  
 Broadview Heights, OH 44147

bdukes@kjmjland.com  
 440.897.6496

**Tom Washko PE**

**Bill to**  
 Tom Washko PE  
 GPD  
 5595 Transportation Blvd., Suite 100,  
 Cleveland, Ohio 44125

**Ship to**  
 Tom Washko PE  
 GPD  
 5595 Transportation Blvd., Suite 100,  
 Cleveland, Ohio 44125

**Invoice details**

Project Name: CUY-422-9.62

Invoice no.: 2023 - 7  
 Terms: Net 30  
 Invoice date: 12/07/2023  
 Due date: 01/06/2024

22142  
 529

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		<b>Negotiations</b> Parcel 1, Parcel 2		2	\$2,000.00	\$4,000.00
2.		<b>Project Administration</b> Negotiations - Parcel 1, Parcel 2		2	\$200.00	\$400.00
3.		<b>Closing</b> Mail Out - Parcel 1, Parcel 2		2	\$250.00	\$500.00
4.		<b>Title Update</b> Closing - Parcel 1, Parcel 2		2	\$200.00	\$400.00
5.		<b>Recording Fees</b> Parcel 1, Parcel 2		4	\$100.00	\$400.00
6.		<b>Project Administration</b> Closing - Parcel 1, Parcel 2		2	\$200.00	\$400.00
<b>Total</b>						<b>\$6,100.00</b>

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/03/20	2020119.02-1	2020119.02	03/27/20	SERVICE	\$2,770.50
06/05/20	2020119.02-2	2020119.02	05/29/20	SERVICE	\$1,783.50
08/10/20	2020119.02-3	2020119.02	08/10/20	SERVICE	\$8,303.50
09/08/20	2020119.02-4	2020119.02	08/28/20	SERVICE	\$2,109.50
10/02/20	2020119.02-5	2020119.02	09/25/20	SERVICE	\$3,508.50
11/10/20	2020119.02-6	2020119.02	10/30/20	SERVICE	\$926.00
12/31/20	2020119.02-7	2020119.02	12/31/20	SERVICE	\$109.00
02/10/21	2020119.02-8	2020119.02	01/29/21	SERVICE	\$662.50
03/08/21	2020119.02-9	2020119.02	02/26/21	SERVICE	\$397.50
05/10/21	2020119.02-10	2020119.02	04/30/21	SERVICE	\$755.50
07/07/21	2020119.02-11	2020119.02	06/25/21	SERVICE	\$724.00
08/13/21	2020119.02-12	2020119.02	07/30/21	SERVICE	\$485.00
11/12/21	2020119.02-13	2020119.02	10/29/21	SERVICE	\$1,028.00
12/10/21	2020119.02-14	2020119.02	11/26/21	SERVICE	\$1,375.75
01/14/22	2020119.02-15	2020119.02	12/31/21	SERVICE	\$3,733.25
03/11/22	2020119.02-16	2020119.02	02/25/22	SERVICE	\$280.00
07/08/22	2020119.02-17	2020119.02	06/24/22	SERVICE	\$1,609.50
08/12/22	2020119.02-18	2020119.02	07/29/22	SERVICE	\$610.50
10/14/22	2020119.02-19	2020119.02	09/30/22	SERVICE	\$1,086.00
11/11/22	2020119.02-20	2020119.02	10/28/22	SERVICE	\$400.00
12/09/22	2020119.02-21	2020119.02	11/25/22	SERVICE	\$1,200.00
07/14/23	2020119.02-22	2020119.02	06/30/23	SERVICE	\$33,967.00
08/11/23	2020119.02-23	2020119.02	07/28/23	SERVICE	\$5,248.50
09/08/23	2020119.02-24	2020119.02	08/25/23	SERVICE	\$5,049.00
10/13/23	2020119.02-25	2020119.02	09/29/23	SERVICE	\$3,700.00
11/10/23	2020119.02-26	2020119.02	10/27/23	SERVICE	\$2,195.50
12/08/23	2020119.02-27	2020119.02	11/24/23	SERVICE	\$420.00
12/31/23	2020119.02-28	2020119.02	12/31/23	SERVICE	\$6,280.00

\$90,718.00



Remit Payment To:  
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven  
 Lockbox Number 952032  
 4100 W 150th St  
 Cleveland, OH 44135

**Invoice**

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

February 09, 2024  
 Invoice No: 2020119.02 - 29

**Invoice Total \$123.00**

Project 2020119.02 Beachwood-Chagrin Culvert Rehabilitation

Service Dept.  
 P.O.#2023-01821  
 Max Not to Exceed \$109,284.00  
Professional Services from January 01, 2024 to January 26, 2024

Task 110 Final Design  
 P.O.#2023-01821

**Professional Personnel**

	Hours	Rate	Amount
Sr. Project Manager			
Washko, Thomas	1.00	123.00	123.00
Totals	1.00		123.00
<b>Total Labor</b>			<b>123.00</b>
<b>Total this Task</b>			<b>\$123.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	123.00	90,718.00	90,841.00 ✓
Limit			109,284.00
Remaining			18,443.00
<b>Total this Invoice</b>			<b>\$123.00 ✓</b>

**Outstanding Invoices**

Number	Date	Balance
25	10/13/2023	3,700.00
28	12/31/2023	6,280.00
<b>Total</b>		<b>9,980.00</b>

APPROVED FOR PAYMENT  
 BY: [Signature]  
 DATE: 2-22-24  
 P/O: 2023-01821

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

					TOTAL
INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	COST
04/03/20	2020119.02-1	2020119.02	03/27/20	SERVICE	\$2,770.50
06/05/20	2020119.02-2	2020119.02	05/29/20	SERVICE	\$1,783.50
08/10/20	2020119.02-3	2020119.02	08/10/20	SERVICE	\$8,303.50
09/08/20	2020119.02-4	2020119.02	08/28/20	SERVICE	\$2,109.50
10/02/20	2020119.02-5	2020119.02	09/25/20	SERVICE	\$3,508.50
11/10/20	2020119.02-6	2020119.02	10/30/20	SERVICE	\$926.00
12/31/20	2020119.02-7	2020119.02	12/31/20	SERVICE	\$109.00
02/10/21	2020119.02-8	2020119.02	01/29/21	SERVICE	\$662.50
03/08/21	2020119.02-9	2020119.02	02/26/21	SERVICE	\$397.50
05/10/21	2020119.02-10	2020119.02	04/30/21	SERVICE	\$755.50
07/07/21	2020119.02-11	2020119.02	06/25/21	SERVICE	\$724.00
08/13/21	2020119.02-12	2020119.02	07/30/21	SERVICE	\$485.00
11/12/21	2020119.02-13	2020119.02	10/29/21	SERVICE	\$1,028.00
12/10/21	2020119.02-14	2020119.02	11/26/21	SERVICE	\$1,375.75
01/14/22	2020119.02-15	2020119.02	12/31/21	SERVICE	\$3,733.25
03/11/22	2020119.02-16	2020119.02	02/25/22	SERVICE	\$280.00
07/08/22	2020119.02-17	2020119.02	06/24/22	SERVICE	\$1,609.50
08/12/22	2020119.02-18	2020119.02	07/29/22	SERVICE	\$610.50
10/14/22	2020119.02-19	2020119.02	09/30/22	SERVICE	\$1,086.00
11/11/22	2020119.02-20	2020119.02	10/28/22	SERVICE	\$400.00
12/09/22	2020119.02-21	2020119.02	11/25/22	SERVICE	\$1,200.00
07/14/23	2020119.02-22	2020119.02	06/30/23	SERVICE	\$33,967.00
08/11/23	2020119.02-23	2020119.02	07/28/23	SERVICE	\$5,248.50
09/08/23	2020119.02-24	2020119.02	08/25/23	SERVICE	\$5,049.00
10/13/23	2020119.02-25	2020119.02	09/29/23	SERVICE	\$3,700.00
11/10/23	2020119.02-26	2020119.02	10/27/23	SERVICE	\$2,195.50
12/08/23	2020119.02-27	2020119.02	11/24/23	SERVICE	\$420.00
12/31/23	2020119.02-28	2020119.02	12/31/23	SERVICE	\$6,280.00
02/09/24	2020119.02-29	2020119.02	01/26/24	SERVICE	\$123.00

\$90,841.00



**Remit Payment To:**  
**PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven**  
**Lockbox Number 952032**  
**4100 W 150th St**  
**Cleveland, OH 44135**

**Invoice**

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

February 09, 2024  
 Invoice No: 2023119.02 - 11

**Invoice Total \$3,011.25**

Project 2023119.02 Beachwood - Cedar Rd Culvert - George Zeiger/Acaci  
Professional Services from January 01, 2024 to January 26, 2024

Task 200 Construction Admin./Inspection  
**Professional Personnel**

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	8.00	148.50	1,188.00
Sr. Project Manager			
Fini, Nicholas	1.50	123.00	184.50
Washko, Thomas	.50	123.00	61.50
Design Engineer			
Libert, Alicia	4.50	105.50	474.75
Inspector			
Cortes, Hector	17.50	63.00	1,102.50
<b>Totals</b>	<b>32.00</b>		<b>3,011.25</b>
<b>Total Labor</b>			<b>3,011.25</b>
		<b>Total this Task</b>	<b>\$3,011.25</b>

Billing Limits	Current	Prior	To-Date
Total Billings	3,011.25	27,064.75	30,076.00
Limit			62,500.00
Remaining			32,424.00
		<b>Total this Invoice</b>	<b>\$3,011.25</b>

Outstanding Invoices	Number	Date	Balance
	10	12/31/2023	2,362.00
<b>Total</b>			<b>2,362.00</b>

Billings to Date	Current	Prior	Total
Labor	3,011.25	26,814.75	29,826.00

APPROVED FOR PAYMENT *SVC*

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON  
 INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN  
 Net 30 days.

DATE: 2-22-24  
 P/O: 2023-02219

Project	2023119.02	Beachwood-Cedar Rd Culvert-Zeiger/Acaci			Invoice	11
Unit		0.00	250.00	250.00		
<b>Totals</b>		<b>3,011.25</b>	<b>27,064.75</b>	<b>30,076.00</b>		

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON  
INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN  
Net 30 days.

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/10/23	2023119.02-1	2023119.02	02/24/23	SERVICE	\$290.00
05/12/23	2023119.02-2	2023119.02	04/28/23	SERVICE	\$7,043.25
06/07/23	2023119.02-3	2023119.02	05/26/23	SERVICE	\$3,480.25
07/14/23	2023119.02-4	2023119.02	06/30/23	SERVICE	\$3,944.25
08/11/23	2023119.02-5	2023119.02	07/28/23	SERVICE	\$720.00
09/08/23	2023119.02-6	2023119.02	08/25/23	SERVICE	\$865.00
10/13/23	2023119.02-6	2023119.02	09/29/23	SERVICE	\$2,295.00
11/10/23	2023119.02-8	2023119.02	10/27/23	SERVICE	\$4,843.00
12/08/23	2023119.02-9	2023119.02	11/24/23	SERVICE	\$1,222.00
12/31/23	2023119.02-10	2023119.02	12/31/23	SERVICE	\$2,362.00
02/09/24	2023119.02-11	2023119.02	01/26/24	SERVICE	\$3,011.25

\$30,076.00



Remit Payment To:  
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven  
 Lockbox Number 952032  
 4100 W 150th St  
 Cleveland, OH 44135

**Invoice**

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

January 31, 2024  
 Invoice No: 2023119.05 - 9

**Invoice Total \$10,526.50**

Project 2023119.05 Beachwood -Timberlane-Green Construction  
 P.O.#2023-01261 \$155,000.00  
**Professional Services from January 01, 2024 to January 26, 2024**

Task 100 Construction Admin.  
**Professional Personnel**

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	8.00	148.50	1,188.00	
Hewitt, James	.50	148.50	74.25	
Sr. Project Manager				
DiCesare, David	20.00	123.00	2,460.00	
Design Engineer				
Getz, Collin	4.50	105.50	474.75	
Libert, Alicia	17.00	105.50	1,793.50	
<b>Totals</b>	50.00		5,990.50	
<b>Total Labor</b>				<b>5,990.50</b>
			<b>Total this Task</b>	<b>\$5,990.50</b>

Task 200 Inspection  
**Professional Personnel**

	Hours	Rate	Amount	
Inspector				
Cortes, Hector	72.00	63.00	4,536.00	
<b>Totals</b>	72.00		4,536.00	
<b>Total Labor</b>				<b>4,536.00</b>
			<b>Total this Task</b>	<b>\$4,536.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	10,526.50	28,030.50	38,557.00
Limit			155,000.00
Remaining			116,443.00

**Total this Invoice \$10,526.50**

*SVC*  
**APPROVED FOR PAYMENT**  
*[Signature]*

BY: \_\_\_\_\_  
 DATE: 2-27-24 AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON  
 INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN  
 P/O: 2023-01261 Net 30 days.

**Outstanding Invoices**

Number	Date	Balance
8	1/12/2024	8,074.75
<b>Total</b>		<b>8,074.75</b>

**Billings to Date**

	Current	Prior	Total
Labor	10,526.50	28,030.50	38,557.00
<b>Totals</b>	<b>10,526.50</b>	<b>28,030.50</b>	<b>38,557.00</b>

# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/14/23	2023119.05-1	2023119.05	03/31/23	SERVICE	\$4,516.75
05/12/23	2023119.05-2	2023119.05	04/28/23	SERVICE	\$5,162.00
06/09/23	2023119.05-3	2023119.05	05/26/23	SERVICE	\$2,126.00
09/08/23	2023119.05-4	2023119.05	08/25/23	SERVICE	\$222.00
10/13/23	2023119.05-5	2023119.05	09/29/23	SERVICE	\$4,994.50
11/10/23	2023119.05-6	2023119.05	10/27/23	SERVICE	\$609.50
12/08/23	2023119.05-7	2023119.05	11/24/23	SERVICE	\$2,325.00
12/31/23	2023119.05-8	2023119.05	12/31/23	SERVICE	\$8,074.75
01/31/24	2023119.05-9	2023119.05	01/26/24	SERVICE	\$10,526.50

\$38,557.00



Remit Payment To:  
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven  
 Lockbox Number 952032  
 4100 W 150th St  
 Cleveland, OH 44135

**Invoice**

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

February 09, 2024  
 Invoice No: 2023119.09 - 2

**Invoice Total \$1,438.00**

Project 2023119.09 Beachwood - Connector Rd - Due Diligence  
**Professional Services from January 01, 2024 to January 26, 2024**

Task 100 Estimates & Review Geo & Enviro

**Professional Personnel**

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	4.00	148.50	594.00
Design Engineer			
Saunders, Andrew	8.00	105.50	844.00
Totals	12.00		1,438.00
<b>Total Labor</b>			<b>1,438.00</b>
		<b>Total this Task</b>	<b>\$1,438.00</b>
		<b>Total this Invoice</b>	<b>\$1,438.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	1,438.00	759.75	2,197.75
<b>Totals</b>	<b>1,438.00</b>	<b>759.75</b>	<b>2,197.75</b>

APPROVED FOR PAYMENT  
 BY: [Signature]  
 DATE: 2-22-24  
 P/O: 2024-00061

**GPD Associates Invoices**  
BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
05/12/23	2023119.09-1	2023119.09	04/28/23	SERVICE	\$759.75
02/09/24	2023119.09-2	2023119.09	01/26/24	SERVICE	\$1,438.00

\$2,197.75



Remit Payment To:  
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven  
 Lockbox Number 952032  
 4100 W 150th St  
 Cleveland, OH 44135

**Invoice**

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

February 09, 2024  
 Invoice No: 2023119.10 - 3

**Invoice Total \$15,457.50**

Project 2023119.10 Beachwood- Playground Construction Phase  
 P.O. #2023-02674 \$75,000.00  
 P.O. #2024-00446 \$5,200.00

**Professional Services from January 01, 2024 to January 26, 2024**

Task 100 Construction Admin.  
 P.O. #2023-02674

**Professional Personnel**

	Hours	Rate	Amount
Project Principal			
Channels, Delbert	1.00	148.50	148.50
Ciuni, Joseph	18.00	148.50	2,673.00
Sr. Project Manager			
Bukowski, Melissa	3.00	123.00	369.00
Fini, Nicholas	4.50	123.00	553.50
Koss, Joseph	.50	123.00	61.50
Valentic, Ivan	3.00	123.00	369.00
Sr. Engineer			
Stonitsch, Erik	5.00	113.75	568.75
Design Engineer			
Libert, Alicia	24.00	105.50	2,532.00
Saunders, Andrew	25.50	105.50	2,690.25
Sr. Landscape Architect			
Caldwell, Jarlath	6.00	113.75	682.50
Geotech-Project Manager			
Gopp, Perry	4.00	123.50	494.00
Totals	94.50		11,142.00
<b>Total Labor</b>			<b>11,142.00</b>
<b>Total this Task</b>			<b>\$11,142.00</b>

Task 110 Construction Inspection  
 P.O. #2023-02674

APPROVED FOR PAYMENT  
 BY: *[Signature]*  
 DATE: 2-22-24

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON  
 INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN  
 Net 30 days.

2023-02674

**Professional Personnel**

	Hours	Rate	Amount
Inspector			
Cortes, Hector	68.50	63.00	4,315.50
Totals	68.50		4,315.50
<b>Total Labor</b>			<b>4,315.50</b>
		<b>Total this Task</b>	<b>\$4,315.50</b>
		<b>Total this Invoice</b>	<b><u>\$15,457.50</u></b>

**Outstanding Invoices**

Number	Date	Balance
2	12/31/2023	12,210.50
<b>Total</b>		<b>12,210.50</b>

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
12/08/23	2023119.10-1	2023119.10	11/24/23	SERVICE	\$1,994.00
12/31/23	2023119.10-2	2023119.10	12/31/23	SERVICE	\$12,210.50
02/09/24	2023119.10-3	2023119.10	01/26/24	SERVICE	\$15,457.50

\$29,662.00



Remit Payment To:  
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven  
 Lockbox Number 952032  
 4100 W 150th St  
 Cleveland, OH 44135

**Invoice**

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

February 09, 2024  
 Invoice No: 2023119.10 - 4

**Invoice Total \$5,125.25**

Project 2023119.10 Beachwood- Playground Construction Phase  
 P.O. #2023-02674 \$75,000.00  
 P.O. #2024-00446 \$5,200.00

**Professional Services from January 01, 2024 to January 26, 2024**

Task 120 Re-Design the North area for artificial  
 P.O. #2024-00446

**Professional Personnel**

	Hours	Rate	Amount
Sr. Project Manager Short, Angela	13.00	123.00	1,599.00
Sr. Landscape Architect Caldwell, Jarlath	31.00	113.75	3,526.25
Totals	44.00		5,125.25
<b>Total Labor</b>			<b>5,125.25</b>

**Total this Task \$5,125.25**

**Total this Invoice \$5,125.25**

**Outstanding Invoices**

Number	Date	Balance
2	12/31/2023	12,210.50
<b>Total</b>		<b>12,210.50</b>

*SJC*  
 APPROVED FOR PAYMENT  
 BY: [Signature]  
 DATE: 2-22-24  
 P/O: 2024-00446

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
12/08/23	2023119.10-1	2023119.10	11/24/23	SERVICE	\$1,994.00
12/31/23	2023119.10-2	2023119.10	12/31/23	SERVICE	\$12,210.50
02/09/24	2023119.10-3	2023119.10	01/26/24	SERVICE	\$15,457.50
02/09/24	2023119.10-4	2023119.10	01/26/24	SERVICE	\$5,125.25

\$34,787.25



Remit Payment To:  
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven  
 Lockbox Number 952032  
 4100 W 150th St  
 Cleveland, OH 44135

**Invoice**

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

February 09, 2024  
 Invoice No: 2023119.91 - 8

**Invoice Total \$497.00**

Project 2023119.91 Beachwood - RRFB/School Flasher Design  
 P.O. #2023-01043  
 Max Not to Exceed \$29,742.00

**Professional Services from January 01, 2024 to January 26, 2024**

Task 151 Design  
**Professional Personnel**

	Hours	Rate	Amount
CAD Drafter			
Lessiter, Matthew	7.00	71.00	497.00
Totals	7.00		497.00
<b>Total Labor</b>			<b>497.00</b>
<b>Total this Task</b>			<b>\$497.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	497.00	28,707.50	29,204.50
Limit			29,742.00
Remaining			537.50
<b>Total this Invoice</b>			<b>\$497.00</b>

SVC  
 APPROVED FOR PAYMENT

BY: C. [Signature]  
 DATE: 2-22-24  
 P/O: 2023-01043

# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
05/12/23	2023119.91-1	2023119.91	04/28/23	SERVICE	\$3,019.50
06/08/23	2023119.91-2	2023119.91	06/08/23	SERVICE	\$6,471.50
07/14/23	2023119.91-3	2023119.91	06/30/23	SERVICE	\$7,088.50
08/11/23	2023119.91-4	2023119.91	07/28/23	SERVICE	\$1,409.50
08/30/23	2023119.91-5	2023119.91	08/25/23	SERVICE	\$4,043.00
10/13/23	2023119.91-6	2023119.91	09/29/23	SERVICE	\$6,435.50
11/10/23	2023119.91-7	2023119.91	10/27/23	SERVICE	\$240.00
02/09/24	2023119.91-8	2023119.91	01/26/24	SERVICE	\$497.00

\$29,204.50



Remit Payment To:  
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven  
 Lockbox Number 952032  
 4100 W 150th St  
 Cleveland, OH 44135

**Invoice**

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

February 09, 2024  
 Invoice No: 2024119.01 - 1

**Invoice Total \$842.25**

Project 2024119.01 Beachwood - General Engineering  
Professional Services from January 01, 2024 to January 26, 2024

Task 100 General Meeting Attendance  
**Professional Personnel**

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	1.00	148.50	148.50	
Engineering meeting with the Mayor and PW Dir.				
Totals	1.00		148.50	
<b>Total Labor</b>				<b>148.50</b>
				<b>Total this Task \$148.50</b>

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

	Hours	Rate	Amount	
Sr. Project Manager				
Elgin, Christopher	1.00	123.00	123.00	
Beachwood Family Aquatic Center - Pavillion Review				
Washko, Thomas	2.00	123.00	246.00	
Sr. Engineer				
Stonitsch, Erik	1.00	113.75	113.75	
Totals	4.00		482.75	
<b>Total Labor</b>				<b>482.75</b>
				<b>Total this Task \$482.75</b>

Task 300 General Inspection Items  
**Professional Personnel**

	Hours	Rate	Amount
Design Engineer			
Libert, Alicia	2.00	105.50	211.00

APPROVED FOR PAYMENT  
 BY: *[Signature]*  
 DATE: *2-22-24*  
 P/O: *2024-00061*

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON / INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN  
 Net 30 days.

Project	2024119.01	Beachwood - General Engineering	Invoice	1
	Beachwood 2023 Concrete Program Closeout			
	2023 Recycled Materials			
	Totals	2.00	211.00	
	<b>Total Labor</b>			<b>211.00</b>
			<b>Total this Task</b>	<b>\$211.00</b>
			<b>Total this Invoice</b>	<b><u>\$842.25</u></b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	842.25	0.00	842.25
<b>Totals</b>	<b>842.25</b>	<b>0.00</b>	<b>842.25</b>

**GPD Associates Invoices**  
BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024119.01-1	2024119.01	01/26/24	SERVICE	\$842.25

\$842.25



Remit Payment To:  
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven  
 Lockbox Number 952032  
 4100 W 150th St  
 Cleveland, OH 44135

**Invoice**

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

February 09, 2024  
 Invoice No: 2024119.02 - 1

**Invoice Total \$11,548.75**

Project 2024119.02 Beachwood- 2024 Road Improvement Program  
 Max not to Exceed \$150,000.00  
Professional Services from January 01, 2024 to January 26, 2024

Task 100 Design  
**Professional Personnel**

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	27.00	148.50	4,009.50
Sr. Project Manager			
Fini, Nicholas	9.50	123.00	1,168.50
Design Engineer			
Libert, Alicia	3.00	105.50	316.50
Libert, Alicia	2.00	105.50	211.00
Community Center Curb Mapping			
Sr. Designer			
Woycitzky, Robert	63.00	88.75	5,591.25
Inspector			
Cortes, Hector	4.00	63.00	252.00
Marking and Measuring Curb for Aquatic and Community Center Parking Lot.			
Totals	108.50		11,548.75
<b>Total Labor</b>			<b>11,548.75</b>
		<b>Total this Task</b>	<b>11,548.75</b>

Billing Limits	Current	Prior	To-Date
Total Billings	11,548.75	0.00	11,548.75
Limit			150,000.00
Remaining			138,451.25
		<b>Total this Invoice</b>	<b>11,548.75</b>

Billings to Date	Current	Prior	Total
Labor	11,548.75	0.00	11,548.75
<b>Totals</b>	<b>11,548.75</b>	<b>0.00</b>	<b>11,548.75</b>

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON / INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN  
 Net 30 days.

APPROVED FOR PAYMENT  
 BY: [Signature]  
 DATE: 2-22-24  
 P/O: 2024-00447

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AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON  
INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN  
Net 30 days.

**GPD Associates Invoices**  
BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024119.02-1	2024119.02	01/26/24	SERVICE	\$11,548.75

\$11,548.75

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



**REMITTANCE PAGE**  
For Professional Services Rendered

Email to: [accounts@beachwoodohio.com](mailto:accounts@beachwoodohio.com)  
CITY OF BEACHWOOD  
25325 FAIRMOUNT BLVD.  
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE  
NUMBER ON REMITTANCE  
Invoice: 1445697  
Client/Matter: 144096.0005  
Billing Atty: RTH  
February 21, 2024

Re: SPECIAL LEGAL SERVICES

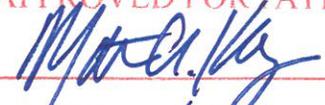
**Invoice Total**

**\$ 19,288.20**

GO GREEN!  
TO RECEIVE INVOICES BY EMAIL ONLY,  
EMAIL US AT [ramail@ralaw.com](mailto:ramail@ralaw.com)

APPROVED FOR PAYMENT

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

BY:  \_\_\_\_\_

DATE: 2/26/24



2023-02425-2

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



**REMITTANCE PAGE**  
For Professional Services Rendered

Email to: [accounts@beachwoodohio.com](mailto:accounts@beachwoodohio.com)  
CITY OF BEACHWOOD  
25325 FAIRMOUNT BLVD.  
BEACHWOOD, OH 44122

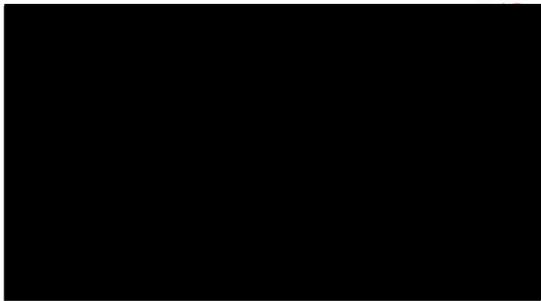
PLEASE INDICATE INVOICE  
NUMBER ON REMITTANCE  
Invoice: 1446009  
Client/Matter: 144096.0003  
Billing Atty: RTH  
February 27, 2024

Re: ROUTINE LEGAL SERVICES

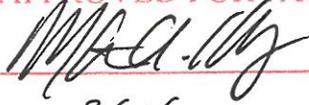
**Invoice Total** **\$ 8,250.00**

GO GREEN!  
TO RECEIVE INVOICES BY EMAIL ONLY,  
EMAIL US AT [ramail@ralaw.com](mailto:ramail@ralaw.com)

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



**APPROVED FOR PAYMENT**

BY: 

DATE: 3/4/2024

2024-00652

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



**REMITTANCE PAGE**  
For Professional Services Rendered

Email to: [accounts@beachwoodohio.com](mailto:accounts@beachwoodohio.com)  
CITY OF BEACHWOOD  
25325 FAIRMOUNT BLVD.  
BEACHWOOD, OH 44122

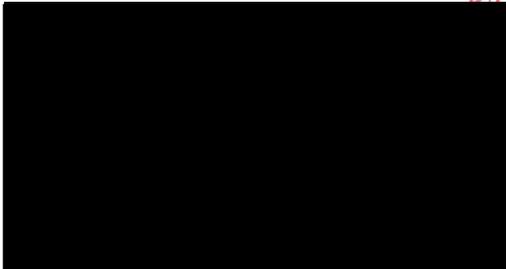
PLEASE INDICATE INVOICE  
NUMBER ON REMITTANCE  
Invoice: 1446010  
Client/Matter: 144096.0004  
Billing Atty: RTH  
February 27, 2024

Re: EXCESS ROUTINE LEGAL SERVICES

**Invoice Total** **\$ 9,165.00**

GO GREEN!  
TO RECEIVE INVOICES BY EMAIL ONLY,  
EMAIL US AT [ramail@ralaw.com](mailto:ramail@ralaw.com)

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



APPROVED FOR PAYMENT  
BY: *M. J. Kelly*  
DATE: 3/4/2024  
P/O: 2024-00652



1000 Key Tower  
127 Public Square  
Cleveland, OH 44114  
United States  
Tel: +1.216.479.8500  
Fax: +1.216.479.8780

City of Beachwood  
Attn: Larry Heiser  
Finance Director  
2700 Richmond Road  
Beachwood, Ohio 44122

Invoice Number: 10507389  
Invoice Date: 02/09/24  
Matter Number: 011736.00148

**Economic Development Matters**

**INVOICE SUMMARY**

APPROVED FOR PAYMENT

Fees:	BY: <u>Mike A. Key</u>	\$ 4,455.00
Disbursements:	DATE: <u>2/27/24</u>	\$ 0.00
<b>Amount Due for this Invoice:</b>		<b>\$ 4,455.00</b>
Previous Invoices Outstanding as of the Date of this Invoice:	P/O: <u>2024-00654</u>	\$ 4,243.75
<b>TOTAL (INCLUDING OUTSTANDING INVOICES):</b>		<b>\$ 8,698.75</b>

**PAYMENT INSTRUCTIONS**

**Remit Check Payments to:**

Squire Patton Boggs (US) LLP  
P.O. Box 643051  
Cincinnati, OH 45264  
Phone: 216.687.3400  
Fax: 216.687.3401

**Remit Wire Payments to:**

Squire Patton Boggs (US) LLP  
US Bank  
425 Walnut St.  
Cincinnati, OH 45264

**For Wires outside the US:**

**Direct Billing Inquiries to:**

Russell W. Balthis  
1000 Key Tower  
127 Public Square  
Cleveland, OH 44114  
United States  
Phone: +1.216.479.8500  
Fax: +1.216.479.8780  
email: russell.balthis@squirepb.com

Please Include Reference Number 10507389/011736.00148 with all Payments



# HENNES COMMUNICATIONS

CRISIS MANAGEMENT | CRISIS COMMUNICATIONS  
LITIGATION COMMUNICATIONS | MEDIA TRAINING

Terminal Tower | 50 Public Square, Suite 3200 | Cleveland, Ohio 44113 | tel 216-321-7774  
33 Merz Blvd. | Akron, Ohio 44333 | tel 330-310-9290  
[www.crisiscommunications.com](http://www.crisiscommunications.com)

## Invoice

Tina Turick  
City of Beachwood  
25325 Fairmount Blvd.  
Beachwood, OH 44122

Invoice #	Date
4539	12/6/2023
P.O. No.	Terms
	Net 30

Hours	Professional Services	Rate	Amount
2.0	Bruce Hennes - Consulting	400.00	800.00
<p>Approved: 2/23/2024</p> <p><i>Tina Turick</i></p>			
<p>Hennes Communications reserves the right to assess late fees as stated in the signed contract: "Any delinquent fees due HC within net thirty (30) days from receipt, shall carry interest at the rate of 10% per annum."</p>			

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



<b>Balance Due</b>	<b>\$800.00</b>
--------------------	-----------------



**COMMUNITY DEVELOPMENT SOLUTIONS**  
Formerly General Code CMS LLC

Remit To:  
P.O. Box 772511  
Detroit MI 48277-2511

**Invoice No: CMS0025647**  
Invoice Date: 2/21/2024  
Due Date: 3/22/2024  
Terms: Net 30  
Customer No: BE3168  
PO:

**Bill To:**

City of Beachwood  
Ms. Veronica Muth  
25325 Fairmount Boulevard  
  
Beachwood OH 44122

**Municipy Support Renewal**  
Maintenance Start: 3/10/2024  
Maintenance Ends: 3/9/2025

RECEIVED  
FEB 23 2024  
FINANCE DEPT

Qty	Item/Description:	Amount
1	Municipy 5 Annual Subscription	\$6,480.00
7	Municipy Mobile Annual Subscr	\$1,400.00

I DO HEREBY CERTIFY THERE ARE (AND WERE AT TIME OF RENDERING OF SERVICES) SUFFICIENT FUNDS LAWFULLY APPROPRIATED OR IN THE PROCESS OF COLLECTION TO SUPPORT THE PROPOSED EXPENDITURE REFERENCED IN THE ATTACHED DOCUMENT

BUDG  
**APPROVED FOR PAYMENT**  
BY:

DATE: 2-26-24

P/O: <u>2024-00633</u>	Subtotal	\$7,880.00
	EXEMPT	\$0.00
	Payment/Credit:	\$0.00
	<b>Total Due</b>	<b>\$7,880.00</b>

**Approved**  
2/28/24  
Finance Director

Invoice Questions: (800)836-8834 x315 \* Fax(585)328-8189 [accounting@generalcode.com](mailto:accounting@generalcode.com)  
This invoice is subject to ICC CDS Terms & Conditions which are available at <https://icc-cds.com/terms-conditions/>  
*We Appreciate your business!*

**Claimant's Certification**

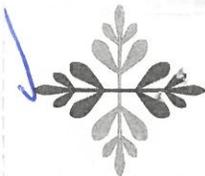
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

2/21/2024

*Catherine Butler*

Accounting Administrator





SHAKER HEIGHTS FIRE DEPARTMENT  
 7000 CHAGRIN BLVD  
 SHAKER HEIGHTS, OH 44120-3728

**RECEIVED**

FEB 23 2024

**FINANCE DEPT**

**INVOICE**

Customer Copy

Invoice Date: 02/13/2024  
 Invoice Number: 38690  
 Customer Number: 12645

**Due Upon Receipt**

Customer: CITY OF BEACHWOOD FIRE DEPARTMENT

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
HHTRT ANNUAL BASE CONTRIBUTION	1	\$6,000.00	EACH	\$6,000.00	\$0.00	\$0.00	\$6,000.00
HHTRT ANNUAL BASE CONTRIBUTION							

Invoice Total: \$6,000.00

WE ACCEPT MASTER CARD, VISA AND DISCOVER CARD.

Approved

*[Signature]*  
 Finance Director

**APPROVED FOR PAYMENT**

BY: *[Signature]*

DATE: 2/27/2024

P/O: 2024-00649

I DO HEREBY CERTIFY THERE ARE (AND WERE AT TIME OF RENDERING OF SERVICES) SUFFICIENT FUNDS LAWFULLY APPROPRIATED OR IN THE PROCESS OF COLLECTION TO SUPPORT THE PROPOSED EXPENDITURE REFERENCED IN THE ATTACHED DOCUMENT

*[Signature]*

INTRODUCED BY:

ORDINANCE NO. 2024-41

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SHARED SERVICES AGREEMENT BETWEEN THE CITY OF BEACHWOOD, OHIO AND THE BOARD OF EDUCATION OF THE BEACHWOOD, OHIO CITY SCHOOL DISTRICT COMMENCING APRIL 1, 2024, AND EXPIRING ON JULY 31, 2027; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City and the Beachwood Board of Education operate numerous recreation programs; and

WHEREAS, the City has historically used the Beachwood Board of Education's facilities, including the buildings and fields for such programs and the Board of Education has used the City's tennis courts and other facilities and supplies when needed;

WHEREAS, the City and the Beachwood Board of Education have, over the years, entered into various Facilities Usage Agreements establishing the terms and conditions of such usage;

WHEREAS, importantly, the safety and security of the Board's schools is a necessary and high priority for the community and the City will continue to facilitate the scheduling of City police officers to be security officers at each Board student school building;

WHEREAS, this Council desires to authorize the Mayor to enter into a revised Shared Services Agreement commencing April 1, 2024 through July 31, 2027, for the purposes set forth above and in the Agreement.

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

Section 1: The Mayor of the City of Beachwood, Ohio is authorized and directed to enter into a Shared Services Agreement with the Beachwood Board of Education for the term commencing April 1, 2024, through July 31, 2027. Said Shared Services Agreement shall be in a form substantially as set forth in Exhibit "A", attached hereto and incorporated herein and as approved by the Law Director.

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 necessary for the public peace, health, or safety or the efficient operation of the City, and for the further reason of the immediate necessity of assuring the City uninterrupted use of the School's recreation facilities through July 31, 2027; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE 2024-41

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 18th day of March, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of March, 2024.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 19th day of March, 2024, and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**Shared Services Agreement  
between the City of Beachwood, Ohio  
and Beachwood City School District Board of Education**

This Shared Services Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of March, 2024 by and between the **City of Beachwood**, an Ohio political subdivision whose principal address is 25325 Fairmount Blvd., Beachwood, OH 44122 (“City”) and the **Beachwood City School District Board of Education**, an Ohio political subdivision whose principal address is 24601 Fairmount Blvd., Beachwood, OH 44122 (“Board”).

**WHEREAS**, the City and Board entered into a Shared Services Agreement under Ohio Revised Code § 9.482 covering the period of time from December 1, 2020, until July 31, 2023, in which the City provided security services to the Board and the Board made various school facilities available at no cost to the City for its programs and services (“2020 Agreement”); and

**WHEREAS**, the City and Board entered into three (3) extensions of the 2020 Agreement covering the period of time from August 1, 2023, until March 31, 2024; and

**WHEREAS**, the City and Board desire to reestablish a Shared Services Agreement under Ohio Revised Code § 9.482 covering the period of time from April 1, 2024, until July 31, 2027; and

**WHEREAS**, the City and Board believe this Agreement is in the best interest of the Beachwood community;

**NOW THEREFORE**, based on the forgoing and with mutual consideration, the sufficiency of which is hereby agreed, the City and Board agree as follows:

**Section 1: Shared Services**

- 1.1 Facilities Usage.** At no cost to the City and as described in Section 3 herein, the Board shall make available the various school facilities described in Attachment “A” to the City for its programs and services.
- 1.2 Student Transportation.** The Board shall provide, at no cost to the City, student transportation services in connection with the City’s summer camps. The City shall provide, with reasonable advance notice, a schedule to the Board of the City’s intended usage of the student transportation services for its summer camps.
- 1.3 Security Services.** As described in Section 4 herein, the City shall maintain a security presence within the Beachwood City School District by assigning uniformed police officers to be present during normal school hours as required by this Agreement.
- 1.4 School Use of City’s Tennis Courts.** If the Board desires to use City’s tennis courts, the Board shall provide to the City for planning a proposed tennis court usage schedule (including practice and special events) as soon as possible and no later than 30 days before the proposed use.

## **Section 2: Term of Agreement**

This Agreement commences on April 1, 2024, and expires on July 31, 2027. Each school year shall represent a Contract Year.

## **Section 3: Facilities Usage**

### **3.1 Limitations on City's Use of the Facilities.**

- 3.1.1 The City's use of the Facilities is limited to the summer season for recreational and community activities when the Board's schools are not in regular session, and during the regular school year at such times, consistent with past practice, as there are no Board or related activities scheduled, including, but not limited to, academic events, interscholastic competition or practice, physical education, and recess.
- 3.1.2 The City shall have first priority for usage of all outdoor athletic facilities and fields described in Attachment "A" during the summer season except for those times when the Ohio High School Athletic Association's recognized sports seasons occur during the summer. During the school year and during the Ohio High School Athletic Association's recognized sports seasons, the City shall have first priority for usage of any Facilities subject only to the Board's use for its school and related activities as described above. By April 1<sup>st</sup> of each year of this Agreement and when such information becomes available, the City will notify the Board—through the Board-supplied electronic scheduling system—of its schedule of intended usage and the specific usage areas of the Facilities for the approaching summer.
- 3.1.3 The Board shall not permit usage by third parties of any Facilities during the summer season before first confirming with the City as to its usage needs. In the event the Board permits the fields to be used by any third party in accordance with the foregoing, the Board shall require that such third party provide adequate insurance protecting both the City and the Board from liability for claims arising from such use and shall further require such third party user to restore the field to the condition existing at the commencement of such use, including repair of any damage caused by such use.
- 3.1.4 On an ongoing basis but in no event later than August 1<sup>st</sup> of each year of this Agreement, the City will notify the Board—through the Board-supplied electronic scheduling system—of its schedule of intended usage and the specific usage areas of the Facilities for the approaching school year. The Board will review the schedules of usage and the specific usage areas. In the event that the City's schedules of intended usage and/or the specific usage areas conflict with the Board's need to use its Facilities, the Board will notify the City within three (3) business days of receipt of the City's schedules of intended usage and the specific usage areas, (provided that if in excess of twenty five (25) requests for usage are submitted in one day, the time to respond thereto shall be five (5) business days) and the parties will meet and attempt to find an amicable solution. The Board shall

properly train and instruct its personnel on the use of the electronic scheduling program and shall further advise personnel as to the terms and conditions of this Agreement. If the City has not received notice of any conflict in intended usage or specific usage areas within the time provided herein, the Board shall not change or cancel any scheduled use by the City except in the case of emergency or unless substitute space and/or time, acceptable to the City, is made available.

3.1.5 If the parties are unable to find an amicable solution as described above, the Mayor of the City may consult with the Superintendent of the Board to attempt to reach an acceptable solution. In the event during any Contract Year more than ten percent (10%) of the City's approved requests for usage are cancelled and in such cases the Board is unable to provide alternative facilities, the City and the Board shall meet per Section 5.

3.1.6 The City will use and occupy the Facilities in a careful, safe, and proper manner, and will, at its own expense, comply with the directions of the proper public officer for the use thereof. The City will not allow the Facilities to be used for any purpose other than that which is expressly stated in this Agreement. The City will not bring or suffer to be brought into the Facilities any substance or force that will increase the hazard of fire, property damage, and/or personal injury in or on the Facilities. The City will not permit the Facilities to be used for any unlawful purpose or in any way that will injure the reputation of the same.

3.1.7 Any person engaged by the City (*e.g.*, employees, independent contractors, vendors, volunteers) to be present at or on the Facilities shall be subject to fingerprinting and a NCSI criminal background check arranged by the City at the City's cost and ensure that such persons are suitable to work near and with school-aged children. Each person's criminal background check shall be completed upon his/her initial engagement by the City prior to being permitted to be on or at the Facilities and at least once every twenty-fourth (24<sup>th</sup>) months thereafter.

**3.2 Condition of the Facilities.** The Board represents, covenants and warrants that at the commencement of this Agreement the Facilities are in a fit, safe and habitable condition. The Board further represents, covenants and warrants that it will not take any action nor suffer any condition to exist during such time the Board is in control or possession of the Facilities or any part thereof and the City is not in control of such Facilities or part thereof, that would render the Facilities or any part thereof unfit, unsafe, or not habitable. The City will, in its sole judgment and discretion, determine whether the Facilities or any portion thereof are fit, safe, or appropriate for the City's intended usage, provided, however, that the City shall not be required to inspect for any latent defects.

**3.3 Compliance with Laws.** The City will at all times during this Agreement, or any agreed upon extension, at its own cost and expense, perform and comply in all respects with all applicable laws of general application imposed upon users of similar facilities, whether or not such applicable laws will necessitate interference with the use of the Facilities, and whether or not such applicable laws can be said to be within the present contemplation of

the parties hereto, provided, however, that no such obligation to comply with any such law shall require the City to expend funds for alteration, modification, construction or reconstruction of the Facilities. Notwithstanding the foregoing, the Board acknowledges and agrees that the City will have no compliance obligations after the expiration or termination of this Agreement with respect to matters relating to the Facilities.

- 3.4 Maintenance and Repair.** The City will not suffer any waste on any portion of the Facilities nor cause the Facilities to fall into disrepair on account of its use thereof. The City will maintain the Facilities in a safe and clean fashion during the periods of use by the City. The City will repair the Facilities at its cost – or reimburse the Board for the cost of repair – if the Facilities are damaged during, as a result of or in connection with the City’s use of the Facilities. During the Term of this Agreement, the Board will be responsible for all maintenance obligations for the Facilities identified in Exhibit “A”, which includes keeping all of the athletic fields described in Exhibit “A” in a state of good repair and in safe, playable condition, including but are not limited to grooming, grass cutting (as needed), lawn fertilizing, dragging, lining, general upkeep, and necessary safety repairs. The Board will provide customary janitorial services in connection with the use of space in the buildings that are a part of the Facilities. The City shall provide its own security. The Board shall maintain and repair the Facilities consistent with its retained ownership, possession and shared use of the Facilities and with the covenants set forth in Section 3.00 hereof. The Board shall maintain the fields used by the City under this Agreement in good and playable condition, and when there is a weather-related event, such as a heavy rain, impacting the condition of the fields, the Board shall use its best efforts to restore the fields to good and playable condition as soon as it is practicable. However, should the Facilities, or any part thereof, be damaged by fire or other casualty, the Board will not be required to rebuild any such part of the Facilities, and the City waives the right to require the Board to rebuild any such part of the Facilities.
- 3.5 Alterations, Additions and Improvements by the City.** The City does not have the right, without the prior written consent of the Board, which may be withheld for any or no reason, to make alterations, additions or improvements to the Facilities. Any alterations, additions, or improvements authorized by the Board will be performed by the City, at its own expense, in a lien-free and workmanlike manner and in compliance with applicable laws. Any alterations, additions, and improvements authorized by the Board will remain part of the Facilities after the expiration of the Term of this Agreement.
- 3.6 Subletting and Assignment.** The City has no right to sublet or assign the Facilities or any portion or portions without the prior written consent of the Board, which may be withheld for any or no reason.
- 3.7 Quiet Enjoyment.** Upon observance and performance of all provisions of this Agreement to be observed and performed by the City, the Board represents that the City shall peaceably and quietly use the Facilities or part thereof in accordance with the terms and conditions set forth in this Agreement.

**3.8 Condition of Facilities Upon Surrender.** Upon the expiration or earlier termination of the Term, the City will surrender the Facilities to the Board in the same condition in which the Facilities was originally received from the Board except as repaired, rebuilt or altered as required or permitted by this Agreement and except for ordinary wear and tear.

**3.9 Events of Default and Remedies.**

3.9.1 Event of Default as to City. An “Event of Default” as to the City occurs under this Agreement if the City fails to perform any other covenant, agreement, obligation or condition on the part of the City to be performed under this Agreement, and if such failure shall continue for thirty (30) calendar days after written notice from the Board to the City specifying such failure and demanding that the same be cured (or, in the case of a failure which cannot be cured with the payment of money), or with due diligence be wholly cured within the thirty (30) calendar day period, if the City fails to commence to cure the same within said thirty (30) calendar day period, or, having promptly so commenced to cure the same shall fail thereafter to prosecute the curing thereof in good faith and with all due diligence, it being intended that the time within which to cure such a failure shall be extended for such period as may be necessary to complete the curing of the same in good faith and with due diligence, provided, that in no event shall such cure period extend beyond the last day of the Contract Year.

3.9.2 Upon the occurrence of an Event of Default as to the City, the Board has the following remedies:

- a. to re-enter the Facilities and remove all persons and property therefrom, by any suitable action or proceeding at law, or otherwise and may have, hold and enjoy the Facilities; and/or
- b. to terminate this Agreement at any time by giving thirty (30) calendar days’ notice in writing to the City electing to terminate this Agreement, and the Term will expire at the expiration of the thirty (30) calendar days’ notice as fully and completely as if that date were the date herein originally fixed for the expiration of the Term and the City will thereupon quit and peacefully surrender the Facilities to the Board, without any payment therefor by the Board, and the Board, upon the expiration of thirty (30) calendar days’ notice, or at any time thereafter, may re-enter the Facilities as provided in the preceding clause.

3.9.3 Event of Default as to Board. An “Event of Default” as to the Board occurs under this Agreement:

- a. if the Board fails or refuses without cause to make the Facilities, or any part thereof, available to the City for its use as agreed herein and such failure

continues for a period of fifteen (15) calendar days after written notice from the City to the Board, specifying such failure; and/or

- b. if the Board fails to perform any other covenant, agreement, obligation or condition on the part of the Board to be performed under this Agreement, including the obligation to provide the Facilities in a fit, safe and habitable condition, and if such failure shall continue for thirty (30) calendar days after written notice from the City to the Board specifying such failure and demanding that the same be cured or in the case of failure which cannot be cured by the payment of money or which cannot be wholly cured with due diligence within said thirty-day period if the Board fails to commence to cure the same within said thirty-day period, or, having promptly so commenced to cure the same shall fail to prosecute the curing thereof in good faith and with due diligence, it being intended that the time within which to cure such a failure shall be extended for such period as may be necessary to complete the curing of the same in good faith and with due diligence, provided, that in no event shall such cure period extend beyond the last day of the Contract Year.

3.9.4 Upon the occurrence of an Event of Default as to the Board, the City has the following remedies:

- a. if the failure relates to the obligations imposed upon the Board by Section 3.2 or 3.4 hereof, the City may give notice to the Board to effect the repair or maintenance necessary as required by this Agreement, in accordance with Subsection 3.9.3 b. above; and/or
- b. in the event the Facilities or any part thereof are made unavailable to the City or are unfit or unsafe for a period in excess of thirty (30) calendar days, except in the case of an emergency, the Mayor of the City may consult with the Superintendent of the Board to attempt to reach an acceptable solution; and/or
- c. the City may terminate this Agreement and exercise any and all remedies it may have under law. In such case, the City shall have no further obligations to the Board hereunder.

#### **Section 4: Security Services and Related Consulting and Training Services**

##### **4.1 Scope of Services.**

- 4.1.1 The City shall establish and maintain a law enforcement and security presence in the Board's schools by stationing City uniformed police officers in each of the following five (5) school facilities on all days when school is in session and at Board events as requested by the Superintendent or his designee: Beachwood High

School, Beachwood Middle School, Hilltop Elementary School, Bryden Elementary School, and Fairmount School/Board Offices.

- 4.1.2 The City of Beachwood will make best efforts to supply an officer at each school.
- 4.1.3 However, in the event City staffing levels do not allow for coverage at all schools by the required number of Building Security Officers, the City shall promptly offer this work at the applicable rate of pay to members of the Beachwood Police Department who may be interested in providing such service to the Board on an as-needed basis, and in this case, the Board will be billed for the cost difference between the regular daily cost of the Building Security Officer, as the case may be, and the cost of another member of the Beachwood Police Department to provide this service for that day.
- 4.1.4 If the City is unable to arrange for coverage at all schools as described in the preceding section, security officers will be shared between schools, and the City will increase regular patrol of school areas.
- 4.1.5 If the conditions described in Sections 4.1.3 and 4.1.4 exist for more than thirty (30) school days in a Contract Year, representatives of the City and Board shall meet and discuss alternative financial arrangements.
- 4.1.6 In the event the Board desires to have the Director of Security, Building Security Officers, or other members of the Beachwood Police Department provide services outside of their regular Work Day or Work Year – *i.e.*, for Board events, school sporting events, etc., the Board will be billed for the cost of those officers at the hourly rate that each officer is paid by the City, including any applicable overtime.
- 4.1.7 By August 1<sup>st</sup> of each year of this Agreement, the Board shall notify the City of Works Days and total number of hours the Director of Security and Building Security Officers are anticipated to be scheduled to work, which shall include special events and activities.

**4.2 Goals of the Security Services Program.** The Director of Security and Building Security Officers shall:

- 4.2.1 assist the Board in matters of security for the Board as requested;
- 4.2.2 use best efforts to ensure safe and secure school facilities;
- 4.2.3 promote a safe and positive learning environment;
- 4.2.4 maintain uniformed police officer presence in the Board’s schools during all school days and at other school events as may be requested by the Board’s Superintendent or designee in advance of such event;

- 4.2.5 foster a security services program that builds positive relationships between law enforcement, school staff, and the students;
- 4.2.6 decrease the number of youth formally referred to the juvenile justice system;
- 4.2.7 respond to security situations or crises at the Board's facilities and sites using the appropriate escalation of force level up to and including armed response by following established law enforcement protocol;
- 4.2.8 anticipate a wide spectrum of potential emergency situations;
- 4.2.9 serve as the Board's liaison to local, state and federal law enforcement agencies; assist in developing, maintaining, and implementing the Board's school safety and school crisis plans including emergency response components, visitor registration and identification procedures, student and personnel identification procedures, building surveillance systems, building safety systems, building lighting and signage, school staff orientation and training, community outreach regarding school safety plans, and coordination of services with local, state and federal law enforcement and emergency agencies; and
- 4.2.10 participate in and successfully complete any required training programs that the Board may deem necessary under this Agreement. All requested training is subject to the approval of the Chief of Police.

**4.3 Director of Security.** The City shall provide one (1) uniformed police officer to serve as a full-time Director of Security for the Board subject to and consistent with the following provisions:

- 4.3.1 In the event of a change in personnel, the City shall consult and confer with the Board's Superintendent regarding the individuals being considered for selection to serve as Director of Security for the Board, and the Board's Superintendent shall have an active role in the selection of the individual to serve as Director of Security under this Agreement;
- 4.3.2 The City shall obtain consent from the Board's Superintendent for the individual selected as a replacement Director of Security, which consent shall not be unreasonably withheld by the Board's Superintendent;
- 4.3.3 At any time, the Board's Superintendent may, with cause, withdraw his consent for the individual serving as Director of Security; and in this case, the City shall obtain a replacement Director of Security without delay who shall be subject to the Superintendent's consent as described in 4.3.2;
- 4.3.4 The Director of Security shall at all times be properly licensed, certified, and qualified to serve as a member of the Beachwood Police Department and as a law enforcement officer under the laws of the state of Ohio;

- 4.3.5 The Director of Security shall meet the qualifications and complete the certified training program as set forth in Ohio Revised Code § 3313.951.
- 4.3.6 The qualifications and job responsibilities of the Director of Security are set forth in more detail in Attachment “B” to this Agreement;
- 4.3.7 Prior to, during and/or after each school year, the Director of Security shall provide training to the Building Security Officers, as well as the Board’s employees as requested by the Board’s Superintendent;
- 4.3.8 The Director of Security shall provide written reports as directed to the Superintendent and his designee relating to incidents, activities, recommendations, and such other matters as may be necessary or advisable to maintain a proper law enforcement and security presence in and around the Board’s five (5) schools and at school events, activities, and other gatherings;
- 4.3.9 The Director of Security shall drive a Beachwood Police Department cruiser to and from his assigned work location each day;
- 4.3.10 The Work Year for the Director of Security shall include the following days:
  - a. All days when the Board’s teaching employees report to school for work based on the Board-approved school calendar; and
  - b. Five (5) days during summer recess. The Board shall provide the proposed schedule for these five (5) Work Days to the Beachwood Police Department at least thirty (30) days in advance of any such Work Day.

All hours over what is stated in a. and b. above will be paid by the Board at the hourly rate that is paid by the City for that officer, including any applicable overtime.
- 4.3.11 The Director of Security shall not use leave on Work Days when the Board’s schools are in session for students based on the Board-approved school calendar and when the Board’s teaching employees report to school for work based on the Board-approved school calendar, without notice to the Board’s Superintendent;
- 4.3.12 The Work Day shall be eight (8) hours in duration including a working lunch and shall align with the school day for each Board building covered by this Agreement;
- 4.3.13 If the Director of Security is unable or unwilling to work on one (1) or more Work Days, the City shall provide to the Board at no cost, without request by the Board’s Superintendent, a responsible Building Security Officer during the Director of Security’s absence without eliminating or modifying any coverage required under

this Agreement. All members of the Beachwood Police Department are eligible to provide security services on a temporary basis to the Board under this Agreement;

- 4.3.14 The work schedule of the Director of Security, including but not limited to coverage of Board events, shift start and end times, training, and the like, shall be subject to the prior approval of the Board's Superintendent;
- 4.3.15 The Board shall provide office facilities and support services (including storage, telephone, and copy service) for the Director of Security; and
- 4.3.16 In the event the Director of Security is the subject of any disciplinary proceedings by the City that may result in a written reprimand (which results from acts that may cause the public to view the Board and the School District in a bad light), administrative leave with or without pay, suspension, demotion, or termination, the City shall notify the Board in writing within three (3) business days of the commencement of the disciplinary proceedings. If the Director of Security is found to have engaged in any misconduct concerning dishonesty or moral turpitude or is the subject of any criminal proceeding, the City shall provide written notice to the Board.
- 4.3.17 In the event that the City provides verbal or written notice to any governmental or quasi-governmental entity or representative including but not limited to the Cuyahoga County Prosecutor and U.S. Attorney's Office that the Director of Security engaged in any form of misconduct (*e.g.* on duty, duty adjacent, off duty) or is the subject of any criminal proceeding, the City shall simultaneously provide the Board with written notice of same.

**4.4 Building Security Officers.** The City shall provide a team of City uniformed police officers to provide security and related training and educational services at the Board's facilities during the school day. Services from the Building Security Officers are subject to and consistent with the following provisions:

- 4.4.1 The Building Security Officers shall provide services to the Board under this Agreement on a part-time basis;
- 4.4.2 Each Building Security Officer shall at all times be properly licensed, certified, and qualified to serve as a member of the Beachwood Police Department and as a law enforcement officer under the laws of the state of Ohio;
- 4.4.3 Each Building Security Officer shall meet the qualifications and complete the certified training program as set forth in Ohio Revised Code § 3313.951 within one (1) year after the Building Security Officer's appointment to provide services under this Agreement.
- 4.4.4 The specific individuals serving as Building Security Officers shall be selected by the City and/or Director of Security; however, at any time, the Board may, in its

sole discretion, request the removal of one or more individuals serving as Building Security Officers; and in this case, the City shall obtain replacement(s) without delay who shall be subject to the Board's removal privileges as described in this Subsection of the Agreement;

- 4.4.5 The qualifications and job responsibilities of the Building Security Officer are set forth in more detail in Attachment "C" to this Agreement;
- 4.4.6 Each Building Security Officer shall provide relevant information to the Director of Security on a weekly basis (or at more frequent intervals as necessary) for use in the Director of Security's report to the Board's Superintendent and his designee relating to incidents, activities, recommendations, and such other matters as may be necessary or advisable to maintain a proper law enforcement and security presence in and around the Board's five (5) schools and at school events, activities and other gatherings;
- 4.4.7 Building Security Officers will not drive a Beachwood Police Department vehicle to their assignment, except for, if it is deemed necessary in the sole discretion of the Chief of Police, in circumstances such as crowd control at larger events, a specific threat that makes the presence of a Police Department vehicle prudent, or any other event that warrants the use of a Police Department vehicle. In these circumstances, there shall be no charge for the use of a Police Department vehicle;
- 4.4.8 The Work Year for the Building Security Officers shall include the following days:
  - a. All days when the Board's schools are in session for students based on the Board-approved school calendar; and
  - b. Any additional days as approved by the Superintendent and Chief of Police;
- 4.4.9 The Work Year for Building Security Officers does not include:
  - a. Days during winter, spring, and summer recess except that the Board's Superintendent may request coverage of various school events, activities, and other gatherings at the Board's cost at the hourly rate that is paid by the City for each officer, including any applicable overtime; or
  - b. Days, if any, when school is closed due to inclement weather or other causes.
- 4.4.10 The Work Day shall be eight (8) hours in duration including a working lunch and shall align with the school day for each Board building covered by this Agreement. All time worked by Officers over the aforesaid eight (8) hours shall be paid by the Board at the hourly rate that is paid by the City for each officer, including any applicable overtime.

- 4.4.11 The work schedule of the Building Security Officers, including but not limited to Board events coverage, shift start and end times, training, and the like, shall be subject to the prior approval of the Superintendent and Chief of Police;
- 4.4.12 If any Building Security Officer is unable to work on one (1) or more Work Days, the City shall provide, without request by the Board's Superintendent, a substitute Building Security Officer to the Board during the scheduled Building Security Officer's absence;
- 4.4.13 The Board shall provide access to office facilities and support services (including storage, telephone, and copy service) to the Building Security Officers;
- 4.4.14 In the event any Building Security Officer is the subject of any disciplinary proceedings by the City that may result in a written reprimand (which results from acts that may cause the public to view the Board and the School District in a bad light), administrative leave with or without pay, suspension, demotion, or termination, the City shall notify the Board in writing within three (3) business days of the commencement of the disciplinary proceedings. If any Building Security Officer is found to have engaged in any misconduct concerning dishonesty or moral turpitude or is the subject of any criminal proceeding, the City shall provide written notice to the Board.
- 4.4.15 In the event that the City provides verbal or written notice to any governmental or quasi-governmental entity or representative including but not limited to the Cuyahoga County Prosecutor and U.S. Attorney's Office that a Building Security Officer engaged in any form of misconduct (*e.g.* on duty, duty adjacent, off duty) or is the subject of any criminal proceeding, the City shall simultaneously provide the Board with written notice of same.

#### **4.5 Protocol for Handling Suspected Criminal Activity and School Discipline.**

- 4.5.1 The administration of student discipline, including student code of conduct violations, is the responsibility of school administrators unless a student's violation or alleged violation involves criminal conduct.
- 4.5.2 The Director of Security and Building Security Officers shall not be involved in investigating school rule violations unless a student's violation or alleged violation involves criminal conduct.
- 4.5.3 The Director of Security and Building Security Officers shall not respond to or be responsible for requests to resolve routine disciplinary problems involving students.
- 4.5.4 The Director of Security and Building Security Officers shall report any violations of school discipline policies and practices to an appropriate administrator of the Board.

- 4.5.5 The Director of Security and Building Security Officers shall differentiate between school disciplinary issues and potentially criminal actions and respond appropriately.
- 4.5.6 The Director of Security and Building Security Officers shall not use a physical restraint device, such as handcuffs, on a student unless the student is being placed under arrest for referral to the criminal justice system and/or the student poses a serious risk of harm to himself/herself or others.
- 4.6 Monthly Billing.** The City shall bill the Board for hours worked under Sections 4.1.3 and 4.1.6 monthly. These bills shall contain an appropriate level of detail including the names of all individuals who rendered services during the preceding month and the dates, location, duration, and general description of such services. Hours worked do not include travel time to and from an individual's assigned work location. The Board is not responsible for the reimbursement of the City for out-of-pocket expenses incurred on behalf of the Board (*e.g.*, non-local travel). The billing for officers working at a special event and activity outside of the Work Day shall be billed at three (3) hours plus any time worked above three (3) hours in fifteen (15) minute increments. At least thirty (30) days prior to the start of each Contract Year, the City shall provide written notice to the Board of the hourly rates for officers providing services under this Agreement during the coming Contract Year including any hourly rate changes scheduled to occur during the Contract Year.
- 4.7 Expectation of Continued Employment.** After reviewing the performance of the Director of Security and Building Security Officers with the Superintendent, the City shall notify the Board in writing of those individuals who will be providing services under this Agreement during the succeeding Contract Year.
- 4.8 Relationship of the Parties.**
- 4.8.1 The Director of Security and the Building Security Officers are neither agents nor employees of the Board for any purpose, and none of these individuals is entitled to any of the benefits that the Board provides or may provide to its own employees including but not limited to paid sick leave, paid personal leave, vacation, healthcare insurance, severance or any other benefit provided to employees of the Board. The Director of Security and the Building Security Officers shall not be considered an administrator, teacher or classified employee of the Board for any purpose. The Director of Security and the Building Security Officers shall have no authority to bind or commit the Board to any agreement or obligation, unless such authority to do so is provided by the Board. The Board is interested only in the results to be achieved, will direct the Director of Security and Building Security Officers in the results to be achieved, and the City will determine the conduct and control of the work.
- 4.8.2 **Tax Obligations.** The City and the Board understand that each is responsible for paying all federal, state or local income taxes with respect to any amounts paid hereunder. The City further acknowledges that the Board is not responsible for

workers' compensation insurance or unemployment insurance for the City or for contributions to any Ohio retirement system or pension.

#### **4.9 Acceptance of Responsibility**

4.9.1 The City, to the fullest extent permitted under the laws of the State of Ohio and decisions thereunder, shall be responsible for any and all personal injury and property damage which is attributable to the actions or omissions of the City, Director of Security, and Building Security Officers. This section shall not be construed as waiving the City's immunity or the immunity of the City's employees pursuant to R.C. Chapter 2744 or any other section of the Revised Code.

4.9.2 The Board, to the fullest extent permitted under the laws of the State of Ohio and decisions thereunder, shall be responsible for any and all personal injury and property damage which is attributable to the actions or omissions of the Board and its members and employees. This section shall not be construed as waiving the Board's immunity or the immunity of the Board's employees pursuant to R.C. Chapter 2744 or any other section of the Revised Code.

#### **Section 5: Material Change**

Prior to the commencement of a new Contract Year, the parties shall meet to review the Agreement. If a party believes that there has been a material change in the services it provides or receives under this Agreement or if, prior to the commencement of a new Contract Year, a party wishes to propose a material change in the services it provides or receives under this Agreement, the parties shall discuss modification of this Agreement. In the event the parties are unable to reach an agreement to modify or elect not to modify the Agreement, the Agreement shall continue under its then current terms.

#### **Section 6: Termination of Agreement**

**6.1 For Good Cause.** In addition to the termination rights set forth in 3.9 herein, either party may terminate this Agreement for good cause by giving written notice of the intent to terminate to the other party. Termination for good cause shall become effective thirty (30) calendar days after the delivery of notice.

**6.2 For Convenience.** This Agreement may be terminated by giving written notice of the intent to terminate at least six (6) months prior to the effective date of such termination.

**6.3 Notice.** Notice shall be deemed to have been sufficiently provided when accomplished by personal service or by certified mail to the principal address specified above or such other address as the Board or the City shall specify to the other during the Term of the Agreement.

## **Section 7: Confidentiality and Compliance with Rules**

- 7.1 Non-Disclosure.** The City shall not during the Term of this Agreement disclose to any third parties any information concerning the Board and its students without the prior written consent of the Superintendent, and it shall confine use of Board-related information exclusively to carrying out services for the Board. The City shall not, after termination of the Agreement, disclose or use in any way or for any purpose Board-related information without the prior written consent of the Superintendent. Furthermore, the City shall, immediately upon termination of this Agreement, return to the Board all information, as well as any copies made of that information and any other Board-related material including handwritten notes, made from, derived from, or related to that information. This Subsection does not apply to information in the possession of the City obtained independently of any services provided to the Board under this Agreement.
- 7.2 Legal Compliance.** The City agrees to abide by any and all pertinent federal, state, and local laws and regulations and those policies established by the Board. The Board agrees to abide by any and all pertinent federal, state, and local laws and regulations and those policies established by the City.
- 7.3 Irreparable Harm.** The City acknowledges and agrees that a breach of 7.1 herein shall result in immediate and irreparable harm to the Board for which full damages cannot readily be calculated and for which damages are inadequate remedies. Accordingly, the City agrees that the Board shall be entitled to injunctive relief to prevent any such actual or threatened breach of 7.1 herein by the City (without posting a bond or security) without limiting any other remedy that may be available to it.

## **Section 8: Insurance Maintained by the City**

- 8.1 Certificate of Insurance.** Prior to the commencement of the services under this Agreement, the City shall file with the Board a valid Certificate of Insurance evidencing compliance with all requirements of this Section.
- 8.2 Cost.** All insurance coverage required by this Section shall be purchased and maintained at the sole cost and expense of the City.
- 8.3 Additional Insured.** The City shall name the Board and its members, agents and employees as an additional insured. The City shall maintain the additional insured coverage for two (2) years after the expiration or termination of this Agreement.
- 8.4 Renewal.** Not fewer than thirty (30) days prior to the expiration date or renewal date of each policy purchased and maintained by the City, the City shall supply the Board, upon request, with an updated replacement Certificate of Insurance.
- 8.5 Failure to Purchase.** If the City fails to purchase and maintain the liability insurance specified in this Agreement, the Board may (but shall not be obligated to) purchase such insurance on the City's behalf, and the Board shall be entitled to be repaid by the City for

any premiums paid. The Board shall notify the City in writing prior to any such purchase of insurance under this Subsection.

**8.6 Reputable Insurers.** The City shall select reputable and financially sound insurers, licensed to do business in Ohio, and where commercially feasible, permitted to do business in Ohio, and acceptable in all respects to the Board, to issue the insurance policies required in this Agreement. No act or omission of any insurance agent, broker or insurance company representative shall relieve the City of any of its obligations under this Agreement.

**8.7 Coverage.** The City, throughout the Term of this Agreement and as otherwise required by this Agreement shall purchase and maintain in full force and effect the following insurance with limits of liability not less than the following amounts (limits may be provided through a combination of primary and umbrella/excess policies):

1. Commercial General Liability Insurance: Commercial General Liability Insurance on an occurrence coverage basis in the following amounts:

\$5,000,000	Bodily Injury and Property Damage Limit for each occurrence
\$5,000,000	Products/Completed Operations Annual Aggregate
\$5,000,000	General Annual Aggregate

Such Commercial General Liability insurance shall include the following coverage:

- i. On-going operations coverage, including Independent Contractors, and the operation of mobile equipment with limits of liability.
  - ii. Broad Form Contractual Liability arising from or relating to this Agreement.
  - iii. Personal Injury and Advertising Injury Liability coverage.
  - iv. Bodily Injury coverage including the use of reasonable force to protect persons or property.
  - v. Broad Form Property Damage coverage.
  - vi. Explosion, Collapse, and Underground Property Damage coverage.
2. Workers' Compensation and Employers Liability: Workers' Compensation, for not less than the statutory limits.
3. Commercial Auto Liability: Commercial Auto Liability insurance to include any automobile, including owned, leased, hired, and non-owned automobiles, with an annual combined single limit for Bodily Injury and Property Damage of not less than \$3,000,000 per accident. The Auto Liability limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.

**Section 9: Insurance Maintained by the Board**

- 9.1 Certificate of Insurance.** Prior to the commencement of the services under this Agreement, the Board shall file with the City a valid Certificate of Insurance evidencing compliance with all requirements of this Section.
- 9.2 Cost.** All insurance coverage required by this Section shall be purchased and maintained at the sole cost and expense of the Board.
- 9.3 Additional Insured.** The Board shall name the City and its members, agents and employees as an additional insured. The Board shall maintain the additional insured coverage for two (2) years after the expiration or termination of this Agreement.
- 9.4 Renewal.** Not fewer than thirty (30) days prior to the expiration date or renewal date of each policy purchased and maintained by the Board, the Board shall supply the City, upon request, with an updated replacement Certificate of Insurance.
- 9.5 Failure to Purchase.** If the Board fails to purchase and maintain the liability insurance specified in this Agreement, the City may (but shall not be obligated to) purchase such insurance on the Board’s behalf, and the City shall be entitled to be repaid by the Board for any premiums paid. The City shall notify the Board in writing prior to any such purchase of insurance under this Subsection.
- 9.6 Reputable Insurers.** The Board shall select reputable and financially sound insurers, licensed to do business in Ohio, and where commercially feasible, permitted to do business in Ohio, and acceptable in all respects to the Board, to issue the insurance policies required in this Agreement. No act or omission of any insurance agent, broker or insurance company representative shall relieve the Board of any of its obligations under this Agreement.
- 9.7 Coverage.** The Board, throughout the Term of this Agreement and as otherwise required by this Agreement shall purchase and maintain in full force and effect the following insurance with limits of liability not less than the following amounts (limits may be provided through a combination of primary and umbrella/excess policies):

  - 1. Commercial General Liability Insurance: Commercial General Liability Insurance on an occurrence coverage basis in the following amounts:

\$5,000,000	Bodily Injury and Property Damage Limit for each occurrence
\$5,000,000	Products/Completed Operations Annual Aggregate
\$5,000,000	General Annual Aggregate

Such Commercial General Liability insurance shall include the following coverage:

On-going operations coverage, including Independent Contractors, and the operation of mobile equipment with limits of liability.

Broad Form Contractual Liability arising from or relating to this Agreement.  
Personal Injury and Advertising Injury Liability coverage.  
Bodily Injury coverage including the use of reasonable force to protect persons or property.  
Broad Form Property Damage coverage.  
Explosion, Collapse, and Underground Property Damage coverage.

2. Workers' Compensation and Employers Liability: Workers' Compensation, for not less than the statutory limits.
3. Commercial Auto Liability: Commercial Auto Liability insurance to include any automobile, including owned, leased, hired, and non-owned automobiles, with an annual combined single limit for Bodily Injury and Property Damage of not less than \$3,000,000 per accident. The Auto Liability limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.
4. Property insurance with respect to buildings and personal property related to the Facilities and owned by the Board in an amount determined by the Board in its sole discretion.

#### **Section 10: Representations**

The City and Board represent and warrant to the other that it is free to enter into this Agreement and perform the duties required hereunder, and that there are no employment contracts, labor contracts, other agreements, restrictive covenants or other restrictions preventing it from entering into this Agreement or performing its duties hereunder.

#### **Section 11: Survival of Obligations and Liabilities**

In the event of the termination of this Agreement as herein provided, the obligations and liabilities of the City and Board, as the case may be, actual or contingent, under this Agreement which arose at or prior to such termination shall survive such termination.

#### **Section 12: No Limitation of Waiver of the City's Remedies**

No right or remedy herein conferred upon or reserved to the City is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other legal or equitable right or remedy given under this Agreement, or at any time existing. The failure of the City to insist upon the strict performance of any provision or to exercise any option, right, power or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future. No waiver by the City of any provision of this Agreement will be deemed to have been made unless made under an ordinance passed by the Council of the City.

### **Section 13: No Limitation of Waiver of the Board's Remedies**

No right or remedy herein conferred upon or reserved to the Board is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other legal or equitable right or remedy given under this Agreement, or at any time existing. The failure of the Board to insist upon the strict performance of any provision or to exercise any option, right, power or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future. No waiver by the Board of any provision of this Agreement will be deemed to have been made unless made under a resolution passed by the Board.

### **Section 14: Force Majeure**

If either party shall be delayed or hindered in, or prevented from the performance of any covenant or obligation hereunder, as a result of an event of Force Majeure, then the performance of such covenant or obligation shall be excused for the period of such delay, hindrance or prevention, and the period for the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of such delay, hindrance or prevention. "Force Majeure" means any strike, lockout, shortage of labor, fuel or materials, acts of God, pandemic/epidemic, adverse weather conditions not reasonably anticipated, applicable law, enemy act, riot, insurrection or other civil commotion, fire or other casualty or any other cause or circumstance beyond the reasonable control of the City or Board, as the case may be.

### **Section 15: Miscellaneous**

- 15.1 Governing Law.** The laws of the state of Ohio shall govern this Agreement, without regard to its conflict of law rules. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.
- 15.2 No Waiver.** No waiver or modification of this Agreement shall be valid unless it is in writing and signed by the City and by the President and Treasurer of the Board.
- 15.3 Entire Agreement.** This Agreement embodies the entire agreement between the City and the Board relating to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.
- 15.4 Choice of Venue.** The City and Board agree that any legal action relating to the construction or enforcement of this Agreement shall be brought solely in a court of the state of Ohio in Cuyahoga County, Ohio, and this court shall have sole and exclusive jurisdiction over all such matters. The City and Board consent to venue and personal jurisdiction over them in a court of the state of Ohio in Cuyahoga County, Ohio, for purposes of construction and enforcement of this Agreement.
- 15.5 Non-Assignment.** Neither the City nor Board may assign or subcontract any of their respective obligations or duties, or any interest therein, under this Agreement without the prior written consent of the other party, which may be withheld for any or no reason.

- 15.6 Headings.** Headings are for reference only and shall not be considered as part of the Agreement.
- 15.7 Conflicts with Attachments.** In the event a provision of this Agreement conflicts with a provision of Attachments A, B or C of this Agreement, the provision of this Agreement shall take precedence.
- 15.8 Recitals.** The recitals set forth above are hereby incorporated into the terms and conditions of the Agreement as if fully rewritten herein.
- 15.9 Legislative or Policy Amendment.** The City shall amend its ordinances and/or take such other actions as may be necessary to enable it to meet the obligations set forth in this Agreement. The Board shall amend its policies and/or take such other actions as may be necessary to enable it to meet the obligations set forth in this Agreement.
- 15.10 Amendment.** No term or provision hereof may be amended, changed, waived, discharged or terminated orally, but only by an instrument signed by the party against whom enforcement thereof is sought.
- 15.11 Binding Effect.** All provisions contained in this Agreement will be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted assigns of the City and the Board to the same extent as if each such successor or assign were named as a party hereto.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

**City of Beachwood, Ohio:**

\_\_\_\_\_  
Justin Berns, Mayor  
Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
R. Todd Hunt, Law Director  
Date: \_\_\_\_\_

**Beachwood City School District  
Board of Education**

\_\_\_\_\_  
Megan Walsh, Board President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Matt Brown, Treasurer/CFO  
Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Daniel McIntyre, Board Counsel  
Date: \_\_\_\_\_

## Attachment "A"

1. **Beachwood High School**

Cafeteria  
Classrooms (excluding computer/science labs)  
Main Gym\*  
Auxiliary Gym\*  
Fields  
Community Room

**NOTE:** The Auditorium will not be available for Summer Camp. The High School main stadium and varsity baseball field are not available for use by City programs for the duration of this Agreement unless otherwise permitted by the District.

\* The Main Gym and the Auxiliary Gym will be available for summer camp with the exception of occasional district basketball practices/camps that will be scheduled with City consultation in advance. The District shall notify the City of the dates the gyms will be available by January 31st of each year of the Agreement should such dates be known by the District at that time; or as soon as practicable thereafter.

2. **Beachwood Middle School**

Theater  
Cafeteria/Commons  
Gym  
Various Classrooms  
Baseball/Softball Fields (2)  
Soccer Field (1)

3. **Bryden Elementary School**

Gym  
Various Classrooms

4. **Fairmount School**

Various Classrooms  
Baseball/Softball Fields (5) – Including for soccer field

5. **Hilltop Elementary School**

Gym  
Various Classrooms  
Baseball/Softball Fields (4) – Including for soccer

6. Other mutually acceptable and agreed upon facilities as necessary

## Attachment “B”

### Qualifications and Responsibilities of the Director of Security

#### Overview

The Director of Security will:

- oversee and coordinate the activities of the uniformed part time police officers assigned to provide security at the Board’s numerous facilities and events.
- assist the Board in all matters of security for the Board.
- use best efforts to ensure safe and secure school facilities by developing and implementing appropriate regulations, procedures and plans in conjunction with the Board’s administrative team.
- serve as the Board’s liaison to local, state and federal law enforcement agencies.

#### Supervision Received and Exercised

The Director of Security will supervise the part time police officers assigned to all the Board’s facilities and events. The Director of Security shall operate under the direct supervision of the City’s Chief of Police. The Director of Security will work cooperatively with the Board’s Superintendent or his/her designee.

#### Background, Experience and Qualifications

- Be properly licensed, certified, and qualified to serve as a member of the Beachwood Police Department and as a law enforcement officer under the laws of the state of Ohio.
- Have a minimum of 2 years of experience in a law enforcement.
- Possess a broad base of knowledge regarding youth, social issues, and the criminal justice system.
- Possess a demonstrated ability to work with youth.
- Possess a demonstrated understanding of child and adolescent development.
- Possess effective oral and written communication skills.
- Possess a demonstrated ability to deal tactfully and effectively with others.

#### Duties and Responsibilities

The Director of Security will perform the following duties:

- communicate and coordinate with local, state and federal law enforcement agencies on behalf of the Board.
- recruit, train and schedule police officers to be assigned to each of the Board’s school buildings during student-occupied hours and at such other times as requested by the Board.
- be present on a full-time basis on-site at one of the Board’s facilities during times that the building is student-occupied.
- Participate in professional development, including training requirements that focus on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods.
- develop and conduct professional development activities, including training requirements that focus on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods, for the Building Security Officers.

- establish and maintain a safety program for the Board in conjunction with the Board's administrative team to include:
  - building safety plans
  - emergency response components
  - visitor registration and identification procedures
  - student and personnel identification procedures
  - building surveillance systems
  - building safety systems
  - building lighting and signage
  - school staff orientation and training
  - community outreach regarding school safety plans
  - coordination of services with local, state and federal law enforcement and emergency agencies
  - any other activity prescribed by the Board's Superintendent or the City's Chief of Police.
- in cooperation with the Board's Superintendent and/or his designee, develop and implement school building and district safety program for the Board based upon a study of organization, operations, and schedules of the Beachwood City School District in anticipation of a wide spectrum of emergency situations and responses.
- routinely conduct indoor and outdoor facility safety and security inspections and report the results to the Superintendent and his designee as well as local governmental agencies as required by law.
- plan and implement training exercises related to safety plans for staff, students, and emergency response personnel.
- in cooperation with the Superintendent, meet all state and federal requirements for filing completed safety plans and related materials with all appropriate law enforcement and governmental agencies.
- respond to security situations or crises at the Board's facilities and sites using the appropriate escalation of force level up to and including armed response by following established law enforcement protocol.
- develop a handbook for assigned personnel outlining operational procedures to guide personnel in the performance of their duties under this Agreement.
- participate in and successfully complete any required training that may be deemed necessary to perform the duties under this Agreement.
- understand the guiding principles of the Board and engage in conduct that positively reflects the mission and vision of the Beachwood City School District Board of Education.
- evaluate in writing the performance of the police officers assigned to the schools.
- make recommendations to the Chief of Police concerning continued use of individual officers at the Board's schools.

## Attachment “C”

### Qualifications and Responsibilities of Building Security Officer

#### Overview

The Building Security Officer will:

- provide security services at the Board’s numerous facilities and events.
- assist the Board in all matters of security for the Board as requested.
- use best efforts to ensure safe and secure school facilities by implementing the regulations, procedures and plans as directed by the Director of Security in conjunction with the Board’s administrative team.
- serve as the Board’s liaison to local, state and federal law enforcement agencies.

#### Supervision Received and Exercised

The Building Security Officers will be supervised by the Director of Security and the City’s Chief of Police. Building Security Officers will work cooperatively with the Board’s Superintendent or his designee.

#### Background, Experience and Qualifications

- be properly licensed, certified, and qualified to serve as a member of the Beachwood Police Department and as a law enforcement officer under the laws of the state of Ohio.
- have a minimum of 2 years of experience in a law enforcement.
- possess a broad base of knowledge regarding youth, social issues, and the criminal justice system.
- possess a demonstrated ability to work with youth.
- possess a demonstrated understanding of child and adolescent development.
- possess effective oral and written communication skills.
- possess a demonstrated ability to deal tactfully and effectively with others.

#### Duties and Responsibilities

The Building Security Officers will perform the following duties:

- communicate and coordinate with local, state and federal law enforcement agencies on behalf of the Board.
- be present on-site at one of the Board’s facilities, as directed, during times that the building is student-occupied.
- participate in professional development, including training requirements that focus on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention method.
- maintain a safety program for the Board in conjunction with the Board’s administrative team to include:
  - building safety plans
  - emergency response components
  - visitor registration and identification procedures
  - student and personnel identification procedures
  - building surveillance systems
  - building safety systems

- building lighting and signage
- school staff orientation and training
- community outreach regarding school safety plans
- coordination of services with local, state and federal law enforcement and emergency agencies
- any other activity prescribed by the Board's Superintendent or the City's Chief of Police.
- implement the school building and district safety program for the Board based upon a study of organization, operations, and schedules of the Beachwood City School District in anticipation of a wide spectrum of emergency situations and responses.
- routinely conduct indoor and outdoor facility safety and security inspections and report the results to the Director of Security, Superintendent and his designee as well as local governmental agencies as required by law.
- implement training exercises, as directed, related to safety plans for staff, students, and emergency response personnel.
- in cooperation with the Superintendent, meet all state and federal requirements for filing completed safety plans and related materials with all appropriate law enforcement and governmental agencies.
- respond to security situations or crises at the Board's facilities and sites using the appropriate escalation of force level up to and including armed response by following established law enforcement protocol.
- follow the handbook outlining operational procedures to guide personnel in the performance of their duties under this Agreement.
- participate in and successfully complete any required training that may be deemed necessary to perform the duties under this Agreement.
- understand the guiding principles of the Board and engage in conduct that positively reflects the mission and vision of the Beachwood City School District Board of Education.
- make recommendations to the Director of Security regarding the improvement of services under this Agreement.

INTRODUCED BY:

ORDINANCE NO. 2024-42

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED/REVISED AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (“ODOT”) FOR THE INTERSTATE RT. 271/U.S. RT. 422 IMPROVEMENT PROJECT, AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Ordinance No. 2022-89 authorized the Mayor to enter into a Local Public Agency (“LPA”) Federal ODOT Let Project Agreement between ODOT and the City of Beachwood (the “Agreement”) for the widening, addition of turn lanes, signal improvements, and other appurtenances thereto on Chagrin Boulevard and at the I-271 / Chagrin Boulevard and Chagrin Boulevard/Richmond Road intersections (the “Project”);

WHEREAS, ODOT has requested an amendment and revision to the Agreement to reflect a change that states the LPA shall engage the services of a prequalified ODOT consultant who is a registered professional engineer and has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to ORC 153.65 – 153.71, to serve as the Project Review Engineer;

WHEREAS, the amended/revised Agreement also states that the Project Review Engineer shall be a consultant that is independent of the Project Design Engineer and shall review all work and invoices of the Project Design Engineer on behalf of the LPA;

WHEREAS, the estimated cost of the Project has increased from the estimated cost authorized in 2022, thereby necessitating an amendment to the Agreement.

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

Section 1: The Mayor is hereby authorized and directed to enter into an amended and revised Let Project Agreement with the Ohio Department of Transportation (“ODOT”) for the Project set forth in the Agreement in the forms supplied by ODOT, which are 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 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 authorize the amended Agreement at the earliest time possible for this traffic calming Project to commence and be completed; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2024-42

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 18<sup>th</sup> day of March, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 19<sup>th</sup> day of March, 2024, and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**LPA FEDERAL ODOT-LET PROJECT AGREEMENT**  
**AGREEMENT No. 37447 AMENDMENT**

**PID No. 114409**  
**CUY IR 271/US 422 07.80/10.77**

The existing Agreement No. 37447 (Revision Date 3/26/2020) is hereby amended and replaced in entirety by Agreement No. 37447 REVISED (Revision Date 10/27/2023). All sections of the Agreement have been updated and replaced by the REVISED Agreement (Revision Date 10/27/2023). Section 3 was modified to include the construction funding and the right of way funding.

- 3.1 The total cost of the PROJECT is estimated to be \$17,601,097.00 and is modified from the original agreement.

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 TRAC 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 TRAC funds. ODOT shall provide to the LPA 80 percent of the eligible right of way costs, up to a maximum of \$600,000.00 in Federal TRAC 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.

ODOT shall provide to the LPA 90 percent of the eligible construction costs, up to a maximum of \$2,250,000.00 in Federal HSIP Safety funds, and 10 percent, up to a maximum of \$250,000.00 in matching State Safety funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements. ODOT shall provide to the LPA 80 percent of the eligible construction costs, up to a maximum of \$433,850.00 in Federal MPO STBG funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including 100 percent Locally-funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

By signing this revision, both parties agree that all provisions in the existing agreement are amended and replaced in entirety by the REVISED Agreement No. 37447.

IN WITNESS WHEREOF, the parties hereto have caused this Amended 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: \_\_\_\_\_  
Justin Berns  
Mayor

By: \_\_\_\_\_  
Jack Marchbanks, PhD  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CFDA 20.205

## LPA FEDERAL ODOT-LET PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and the **City of Beachwood, 25325 Fairmount Blvd., Beachwood, Ohio 44122** (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 (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** (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 The **PID 114409 CUY IR 271/US 422 07.80/10.77** (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 1.33 – Conflicts of Interest
- 23 CFR Part 172 Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 - Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 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 §§ 1101-1104, – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 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
- ODOT's Construction and Material Specifications Manual
- ODOT's 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 TRAC 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 TRAC funds. ODOT shall provide to the LPA **80** percent of the eligible right of way costs, up to a maximum of **\$600,000.00** in Federal TRAC 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.

ODOT shall provide to the LPA **90** percent of the eligible construction costs, up to a maximum of **\$ 2,250,000.00** in Federal HSIP Safety funds, and **10** percent, up to a maximum of **\$250,000.00** in matching State Safety funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements. ODOT shall provide to the LPA **80** percent of the eligible construction costs, up to a maximum of **\$ 433,850.00** in Federal MPO STBG funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

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 Payment or reimbursement to the LPA shall be submitted to:

City of Beachwood
25325 Fairmount Blvd
Beachwood, OH 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, R/W acquisition, utility relocation and other processes as set out in ODOT’s Design Reference Resource Center, available on ODOT’s website <https://www.transportation.ohio.gov/working/publications>. Responsibilities for development of the PROJECT shall be as follows and further described herein:

**LPA ODOT Let Project Responsibility Assignments**

PDP Phase	Activity	Responsibility		Commentary
		LPA	ODOT	
Planning	All	X		ODOT to provide coordination as needed. ODOT will program the project in Ellis and get the project added to the STIP.
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 5.2.
	Cost Estimates	X		LPA/Consultant shall prepare a project estimate
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 5 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 (PI)	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 7 for detailed requirements.
	Utility Relocation	X		Refer to Section 7.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 7.8 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.
	Endangered Species Mitigation		X	ODOT is responsible for Endangered Species Act mitigation requirements (bat mitigation) and the needed mitigation for ESA impacts.
	Stream and Wetland Mitigation	X		The LPA is responsible for obtaining the necessary stream and wetland mitigation. This is typically acquired through mitigation bank or in-lieu fee credit purchases
	PI	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.
	PI	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.

5. ENVIRONMENTAL RESPOSIBILITIES

5.1 General Requirements

- A. In the administration of this PROJECT, the LPA 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 (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act.
- B. Whichever party obtains the Project's environmental clearance or permit shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.
- C. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of NEPA.

5.2 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 (County Engineer) chooses to utilize the County Engineers Association of Ohio (CEAO) task order contract for environmental services, the parties agree that the total cost shall be shared based on the parameters, Federal and local funding rates, established when the task order was set up and encumbered. 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 (County Engineer) chooses to utilize the CEAO task order contract for R/W 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, ODOT 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.

## 6. CONSULTANT SELECTION AND ADMINISTRATION

### 6.1 General Requirements

- A. The LPA must select a consultant/ consultant team who is prequalified by ODOT for all services to be performed by the consultant(s) and subconsultant(s).
- B. The LPA consultant agreement must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition." as a contract document.
- C. The LPA consultant agreement shall 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 shall require ongoing consultant involvement during the construction phase of the PROJECT.
- E. The LPA consultant agreement shall require 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. The LPA consultant agreement 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 and shall execute the Conflict of Interest Disclosure Form specifying that there is no conflict of interest.

- I. If Federal funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, ORC 153.65 through 153.71 and Sections 6.2 and 15.3 below in the selection of consultants and must administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in ORC 153.65(C) and 5526.01 include the practice of engineering including inspection of construction, the practice of surveying, the practice of architecture including landscape architecture, the evaluation of environmental impacts, the acquisition of R/W, and administration of construction contract claims.
- 6.2 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [Consultant Services | Ohio Department of Transportation.](#)
  - 6.3 The LPA shall engage the services of a prequalified ODOT consultant who is a registered professional engineer and has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to ORC 153.65 - 153.71, to serve as the PROJECT Review Engineer. The PROJECT Review Engineer shall be a consultant that is independent of the PROJECT Design Engineer and shall review all work and invoices of the PROJECT Design Engineer on behalf of the LPA. The prequalified list of consultants is available on the ODOT web page at [www.dot.state.oh.us/DIVISIONS/PRODMGT/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/PRODMGT/CONSULTANT)
7. R/W/UTILITIES/RAILROAD COORDINATION
  - 7.1 All R/W 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 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies and procedures issued by ODOT.
  - 7.2 If existing and/or newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W 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 performs real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any of the respective R/W 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.
  - 7.3 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 rules, policies and procedures 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.
  - 7.4 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 procedures.

- 7.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W 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 Certification of Right-of-Way Control Letter, 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 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.
- 7.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in ODOT's 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.
- 7.7 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. Consistent with Sections 7.1 and 7.4 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 of the Uniform Act requirements are included in the instrument which transfers the property. Consistent with sections 7.1 and 7.4 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.
- 7.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply 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.
- 7.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
8. ADVERTISING, SALE, AND AWARD
- 8.1 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.
9. CONSTRUCTION CONTRACT ADMINISTRATION
- 9.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and its 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.
10. CERTIFICATION AND RECAPTURE OF FUNDS
- 10.1 This Agreement is subject to ODOT's determination 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 (OBM), as required by ORC 126.07. If ODOT determines that insufficient funds have been appropriated for the purpose of this Agreement or if the OBM fails to certify the availability of funds, this Agreement, or any renewal thereof, will terminate on the date funding expires.

10.2 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, which will be due immediately. 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.

## 11. NONDISCRIMINATION

11.1 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 identity 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 identity 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.

11.2 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 identity 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.

11.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

## 12. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

12.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) 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 consultant(s) and/or contractor(s) 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.

12.2 The LPA shall not allow its consultant(s) and/or contractor(s) 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(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) 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.

- 12.3 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.

13. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 13.1 Neglect by 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 neglect or failure is 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.

- 13.2 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 and ODOT determines that the default can be remedied, 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 from the date of notification 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.

- 13.3 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 consultant(s) and/or contractor(s). 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.

- 13.4 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.

- 13.5 This Agreement and the obligation of the parties herein may be terminated by either party with thirty (30) days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all 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.
- 13.6 In the event of termination by either party 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.

14. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 14.1 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 ORC126.30.
- 14.2 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.
- 14.3 If an LPA pursues legal action against any utility for costs incurred due to delay in removal, relocation or abandonment in place, the LPA is entitled to be reimbursed from any settlement or award all attorney fees and costs incurred while preparing for litigation.

15. NOTICE

- 15.1 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 D12
25325 Fairmount Blvd.	5500 Transportation Blvd.
Beachwood, OH 44122	Garfield Heights, OH 44125

16. GENERAL PROVISIONS

- 16.1 *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 award 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 R/W phases of the PROJECT must track these payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Award (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.<sup>1</sup> Further, the LPA may make this 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.

- 16.2 *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 (3) 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 Agreement.

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.

- 16.3 *Ohio Ethics and Conflict of Interest Laws:* LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest law as provided by ORC102.03, 102.04, 2921.42 and 2921.43, and CFR 1.33.
- 16.4 *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.
- 16.5 *Trade:* Pursuant to the Federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) 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 contractor(s), subcontractor(s), and any agent of the

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<sup>1</sup> Per 2 CFR §200.502

contractor(s) or its subcontractor(s), acquires 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.

- 16.6 *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.
- 16.7 *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 ORC. 125.25 or 153.02 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 16.8 *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.
- 16.9 *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.
- 16.10 *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.
- 16.11 *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.
- 16.12 *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.
- 16.13 *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.

<b>LPA: CITY OF BEACHWOOD</b>	<b>STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION</b>
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	\$180,000.00	20	LNTP	\$720,000.00	80	4BK7				\$900,000.00
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS	\$70,000.00	20	LNTP	\$280,000.00	80	4BK7				\$350,000.00
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$150,000.00	100	LNTP							\$150,000.00
	\$150,000.00	20	4BG7	\$600,000.00	80	4BK7				\$750,000.00
PROJECT CONSTRUCTION COSTS				\$2,250,000.00	90	4HJ7	\$250,000.00	10	4BC7	\$2,500,000.00
	\$108,462.50	20	4BG7	\$433,850.00	80	4TA7				\$542,312.50
	\$11,397,965.00	100	4BG7							\$11,397,965.00
INSPECTION	\$175,000.00	100	LABR							\$175,000.00
	\$835,819.50	100	LABR							\$835,819.50
<b>TOTALS</b>	\$13,067,247.00			\$4,283,850.00			\$250,000.00			\$17,601,097.00

**Attachment 2**

CUY IR271/US 422 07.80/10.77  
COUNTY-ROUTE-SECTION

114409  
PID NUMBER

37447 REVISED  
AGREEMENT NUMBER

\_\_\_\_\_  
SAM UNIQUE ENTRY ID

**DIRECT PAYMENT OF CONSULTANT**

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's consultant shall be paid directly to the consultant in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the consultant. In addition, the invoice must state the consultant's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the consultant and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the consultant, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We City of Beachwood request that all payments for the Federal/State share of the  
(NAME OF LPA)

consultant costs of this agreement performed by \_\_\_\_\_  
(CONSULTANT'S NAME)

be paid directly to \_\_\_\_\_ .  
(CONSULTANT'S NAME)

LPA Name:	City of Beachwood
Oaks Vendor ID:	
Mailing Address:	25325 Fairmount Blvd
	Beachwood, Ohio 44122
LPA signature:	

Consultant Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	

AN ORDINANCE ACCEPTING A BID FROM BELL EQUIPMENT COMPANY FOR THE PURCHASE OF TWO (2), 28-YARD HEIL ODYSSEY FRONT LOAD RUBBISH/RECYCLING TRUCKS FOR THE CITY OF BEACHWOOD, OHIO PUBLIC WORKS DEPARTMENT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, one (1) bid was received by the Clerk on February 29, 2024, for the 2024 Purchase and Acquisition of Two (2) Rubbish/Recycling Trucks, pursuant to an advertisement for competitive bidding as required by law;

WHEREAS, the bid of Bell Equipment Company in an amount not to exceed One Million Three Thousand Three Hundred Eighteen Dollars and No Cents (\$1,003,318.00), has been determined by the Director of the Department of Public Works to be a reasonable and acceptable bid and recommends that Council accept the bid of Bell Equipment Company for the purchase of two (2) rubbish/recycling trucks for the Department's ongoing use and replacement of trucks which are no longer fit for service.

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 Bell Equipment Company, as further outlined in the Memorandum dated March 5, 2024, a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable bid for the purchase of two (2) rubbish/recycling trucks in an amount not to exceed One Million Three Thousand Three Hundred Eighteen Dollars and No Cents (\$1,003,318.00).

Section 2: The Mayor is authorized to enter into a contract on behalf of the City of Beachwood, Ohio with said Company for the purchase of the two (2) vehicles at the price set forth in Section 1 of this Ordinance.

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

Section 4: This Ordinance is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason that the work on the upfitting of the trucks may begin as soon as possible in order to replace existing City trucks that are unfit for service; 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 18th day of March, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of March, 2024.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 19th day of March, 2024, and filed it with the Clerk.

\_\_\_\_\_  
Mayor



## INVITATION TO BID LEGAL NOTICE

Sealed bid proposals will be received by the Clerk of Council of the City of Beachwood, Cuyahoga County, Ohio, at the City of Beachwood City Hall Front Desk, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 **until 1:15 P.M. local time, on Thursday, February 29, 2024** for the work designated below (the "Work"). The bids will be publicly opened immediately thereafter and read in Conference Room A.

### **Purchase and Acquisition of Two (2) Rubbish Trucks**

Each bid must contain the following:

- The full name and names of the party or parties; and
- Fully Executed Non Collusion Affidavit; and
- In the case of a corporation not chartered in Ohio, with a proper certificate that such corporation is authorized to do business in Ohio (Articles of Incorporation – listing principals); and
- Be accompanied by a certified or cashiers' check on a solvent bank made payable to the order of the City of Beachwood in an amount not less than ten percent (10%) of the total amount of the bid, or by a bid bond equal to ten percent (10%) of the total amount of the bid, drawn in favor of the Clerk of Council of the City of Beachwood; and
- Evidence of General Liability Insurance from a company licensed by the State of Ohio in the amount of One Million Dollars (\$1,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy; and
- Evidence of Workers' Compensation coverage.

The bid check or bid bond will be held as a guarantee that, if the bid proposal is accepted, a contract will be entered into between the bidder and the City of Beachwood, and if not, the amount represented thereby, shall be forfeited to the City of Beachwood as liquidated damages. A Performance Bond in the amount or anticipated amount of the contract shall be provided prior to the Contract Execution.

If the bidder is a Minority Business Enterprise or a Women's Business Enterprise, please provide a Certification Letter with the Bid Documents.

Copies of the Specifications, Instructions to Bidders, Forms of Proposals and other contract documents are on file at the office of the Clerk of Council of the City of Beachwood. Please contact the Clerk of Council via email at [Whitney.Crook@BeachwoodOhio.com](mailto:Whitney.Crook@BeachwoodOhio.com) to obtain these documents. Questions must be submitted in writing via email to Superintendent of Vehicle Maintenance, Dan Cicchella at [Dan.Cicchella@BeachwoodOhio.com](mailto:Dan.Cicchella@BeachwoodOhio.com).

Each bidder must ensure that all employees and applicants for employment are not discriminated against because of their race, creed, color, sex, national origin or disability. The City of Beachwood is an Equal Opportunity Employer and encourages Minority Business Enterprises, Women Business Enterprises and Small Business Enterprises to submit bids or Proposals for this project.

The City of Beachwood reserves the right to consider criteria other than price, to reject any and all proposals and to waive any informality in the bids received. Council will accept the lowest and best bid in accordance with law.

Whitney M. Crook, Clerk of Council City of Beachwood, Ohio

**Council Authorized to bid on: February 5, 2024**

**To be published in the Sun News: February 15, 2024 and February 22, 2024**

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in and executed by the vendor. If the contract is made by a Corporation, then it shall be executed by its Chief Executive Officer; if by a Partnership or LLC, by its Managing General Partner or Managing Member.

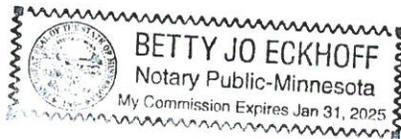
STATE OF Minnesota )  
 ) SS  
COUNTY OF DAKOTA )

Sam Endres being first duly  
sworn, deposes and says that Bell Equipment Company residing at  
1045 Taylor Road Graham, OH 43230  
(is)(are) the only person(s) interested with (him) (them) in the delivery of the materials or the services performed under this contract; that the said contract is on (his) (their) part in all respects fair and without collusion or fraud; and also that no head of any department or any employee therein; or any officer of the CITY OF BEACHWOOD, OHIO has any direct or indirect interest therein.

Signature: [Handwritten Signature]

Sworn to and subscribed in my presence this 27<sup>th</sup> day of February, 2024

(Notary Seal)



[Handwritten Signature]  
Notary Public

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

MacQueen Equipment, LLC dba Bell Equipment Company

1045 Taylor Road

Gahanna, OH 43230

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Clerk of Council of the City of Beachwood

25325 Fairmount Boulevard

Beachwood, OH 44122

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Purchase and Acquisition of Two (2) Rubbish Trucks

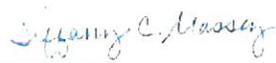
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

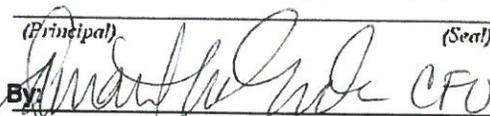
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

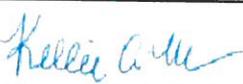
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **29th** day of **February, 2024**

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness) **Tiffany C. Massey**

MacQueen Equipment, LLC dba Bell Equipment Company  
\_\_\_\_\_  
(Principal) (Seal)  
By:   
\_\_\_\_\_  
(Title) **CFU**

Travelers Casualty and Surety Company of America  
\_\_\_\_\_  
(Surety) (Seal)  
By:   
\_\_\_\_\_  
(Title) **Kellie A. Meyer** **Attorney-in-Fact**

Surety Phone No. **860-277-0111**





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kellie A Meyer of KANSAS CITY, Missouri, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Vice President or any Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 29th day of February, 2024



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Effective Date: November 27, 1984

Expiration Date: April 1, 2024

**State of Ohio**  
**Department of Insurance**  
*Certificate of Authority*

This is to Certify, that

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

NAIC No. 31194

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Aircraft	Accident & Health
Allied Lines	Multiple Peril - Homeowners
Boiler & Machinery	Ocean Marine
Burglary & Theft	Other Liability
Commercial Auto - Liability	Private Passenger Auto - Liability
Commercial Auto - No Fault	Private Passenger Auto - No Fault
Commercial Auto - Physical Damage	Private Passenger Auto - Physical Damage
Credit	Surety
Earthquake	Workers Compensation
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	

This Certificate of Authority is subject to the laws of the State of Ohio.



**Mike DeWine, Governor**

*Judith L. French*

**Judith French, Director**



**Michigan Office:**  
 78 Northpointe Drive  
 Lake Orion, Michigan 48359  
 Phone: (248) 370-0000  
 Fax: (248) 370-0011

**Ohio Office:**  
 1045 Taylor Rd.  
 Gahanna, Ohio 43230  
 Phone: (888) 666-7266  
 Fax: (614) 655-0023

Date: February 28, 2024

Quote prepared for: Dan Cicchello

City of Beachwood (216) 292-1495  
 23355 Mercantile Road, Beachwood, OH 44122  
 Email: dan,cicchella@beachwoodohio.com



Subject: Automated Front Loader w/ Curotto Can

Terms: Due on Receipt

Qty	Description	Your Price (each)	Total
2	28 yd. Heil Half/Pack Odyssey Residential Front Loader		
	Including All Standard Equipment and Options Listed Below:		
	Hopper Sumps w/Clean Out Doors		
	Curotto Can -Auto Cover, Remote Controls, Flood Lights, Brush Kit		
	Cab Sheild w/ Extension		
	Tailgate Mounted Roof Access Ladder, Bolt on Fender Extensions		
	Container Work Lights, Multi-Function LED Strobes		
	Dual Cab Guard Mounted Flood Lights, Spare Filter Kit		
	3 <sup>rd</sup> Eye Dual Color Camera System – Tailgate / Hopper		
	Rear Caution Decal, Spill Kit, Extendable Broom Kit		
	Paint One Color, Clear Coat, Body Undercoat		
	Full Factory Mount on 2025 AutoCar Chassis		
	TOTAL:	\$ 501,659.00	\$ 1,003,318.00

Delivery: September 2025

F.O.B. Beachwood, OH

Plus any applicable taxes

If you wish to proceed with the quote provided, please sign and return.

P.O. No. \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Thank you for considering **Bell Equipment Company, David Johnson** Cell: 419-971-6784

**Quoted prices are based on current cost and therefore subject to change with written notice to account for pricing changes beyond sellers control.**



WE NEVER STOP WORKING FOR YOU

**Half/Pack<sup>®</sup> AFL**  
Featuring Residential Odyssey™ Controls



\*\*Curotto-Can automated carry can sold separately\*\*

### 2024 Standard Equipment Features included in Base Price

• Hinged and completely sealed left-side body access door with step and grab handle	• Strobe light, amber mounted on lower tailgate - in-cab switch, pump on, and reverse activated
• Universal Steel Frame Cab Shield With Steel Sheet	• Front and rear mud flaps - anti-sail / anti-splash
• Front head closure screen with splash guard	• Rear under ride guard
• 3" underbody gate valve on street side for liquid removal	• Hopper floodlight
• Body service props	• Tailgate lock & closed indicator sensor with in-cab indicator and alarm
• Tailgate service props	• Low oil level sensor with light, buzzer, and pump shut-off
• Hydraulic Shur-Lock™ tailgate latches	• Severe-duty wear bar kit
• Clamp-on arms	• Upper arm reinforcement
• 8,000 lb. capacity arms - WASTEC WRP 06-1996 rated	• Fully sealed front head to 25" above hopper floor
• Four arm shaft bearing supports	• Arm/fork over height warning kit
• Fork cross shaft rubber bumpers	• PTO mounted load sense piston pump with hot shift PTO
• Bolt-on rubber arm stops	• Hydraulic arm tube covers
• Heavy-duty forks - 1 1/2" thick x 63" grip length	• Remote I/O for tailgate valve and Curotto-Can
• Forward-facing floodlights on cab	• Greaseless tailgate hinge and lift cylinders
• Crossed packing cylinders	• Hydraulic oil temperature sensor with alarm
• Chassis frame-mounted oil tank with level / temperature gauge and suction shut-off valve	• Body hydraulic pressure sensor
• 3-micron return line filter with magnetic trap and in-cab filter bypass monitor	• 20 lb. fire extinguisher
• 100-micron suction line strainer	• FMVSS #108 clearance lights and reflectors
• Abrasion-resistant hydraulic hoses	• ICC reflective tape
• Programmable Controller with InSight™ diagnostic display with integrated 3rd Eye	• Rear camera bracket and flood lights - reverse activated
• Throttle advance / throttle limit kit	• ANSI Z 245.1-2017 compliant
• Left and right-hand multifunction joystick	• Safety triangle
• Complete array of in-cab function indicator lights on in cab display	• Arm guides mounted to front bumper
• Streetwise Hydraulics™	• Chrome-plated cylinder rods
• Solid-state control panel	• Remote lube for center arm bearing blocks
• High-pressure filter kit	• Push Button controls with expanded system status notification
• Arm rest for operator controls	• Backup alarm
• Cavity coat and joint sealer	• Shot Washed Body for Enhanced Paint Adhesion
• 5 lb. in-cab fire extinguisher	• Weather / Abrasion Resistant Body Undercoating
• LED mid-body turn signals	• Subcomponents Assembled After Paint Including Pins and hydraulic tubes and hoses.
• Infinity Series Packer/Eject Cylinders with scrapers and hardened rods to 50 HRC	• Customers Choice of one color paint finish
	• Standard 1-Year Warranty (2000 Hours of Operation)
• Customers Choice of one color paint finish	• Subcomponents Assembled After Paint Including Pins and hydraulic tubes and hoses.
• Standard 1-Year Warranty (2000 Hours of Operation)	

## City of Beachwood Rubbish Truck Bid Specifications



### PACKER UNIT/BODY

- 2 28 yd. Heil Half/Pack Odyssey Residential Front Loader  
Including All Standard Equipment and Options Listed Below:
- \* Hopper Sumps w/Clean Out Doors
  - \* Curotto Can -Auto Cover, Remote Controls, Flood Lights, Brush Kit
  - \* Cab Sheild w/ Extension
  - \* Tailgate Mounted Roof Access Ladder, Bolt on Fender Extensions
  - \* Container Work Lights, Multi-Function LED Strobes
  - \* Dual Cab Guard Mounted Flood Lights, Spare Filter Kit
  - \* 3rd Eye Dual Color Camera System - Tailgate/ Hopper
  - \* Rear Caution Decal, Spill Kit, Extendable Broom Kit
  - \* Paint One Color, Clear Coat, Body Undercoat
  - \* Full Factory Mount on 2025 AutoCar Chassis

## Chassis Specifications

			FRONT WEIGHT	REAR WEIGHT
DESCRIPTION				
<b>AUTOCAR TRUCKS</b>				
O	ENG0001	ENGINEERING GROUP IDENTIFIER		
		AUTOCAR ENGINEERING	0	0
S	40002	MODELS		
		ACX64	10,431	6,154
O	5000003	CAB SHELL		
		DUAL DRIVE LH AND RH SIT	34	-9
O	100U001	CUSTOMER TYPE		
		MUNICIPAL	0	0
<b>VEHICLE ADAPTATION</b>				
S	C114010	COUNTRY OF USE		
		UNITED STATES STD MARKET ADAPTATION	0	0
O	C03500	TERRITORY		
		EPA	0	0
<b>SOLUTION</b>				
O	C04001	BODY COMPANY		
		HEIL	0	0
O	C02002	BODY TYPE		
		RESIDENTIAL FRONT END LOADER	0	0
S	C070001	FUEL SYSTEM TYPE		
		DIESEL	0	0
O	C001069	TRUCK TYPE (WRENCH CODE)		
		FEL, HEIL, COMMERCIAL/RESIDENTIAL, WB 186, TAG@85, DIESEL WITH SERVICE HOIST	0	0
O	C061013	BODY STYLE		
		HEIL ODYSSEY HP	0	0
O	C05040	TOTAL BODY CAPACITY - BODY/HOPPER		
		40 YARD	0	0
O	C090004	AXLE QUANTITY		
		4 AXLE	0	0
O	C080002	REAR SUSPENSION TYPE		
		AIR RIDE REAR SUSPENSION	0	0
O	C01003	APPLICATION		
		REFUSE - LANDFILL	0	0
O	C11001	BODY COMPANY SERVICE OPTION		
		SERVICE HOIST	0	0
O	D010200	FRONT GAWR		
		20000 LBS	0	0
O	D020460	REAR GAWR		
		46000 LBS	0	0
O	D030110	TAG AXLE GAWR		
		11000 LBS (TIRE LIMITED)	0	0
O	D100770	GVWR		
		77000 LBS	0	0

ENGINE					
S	1012102	ENGINE ASSY	L9, 360HP / 2200RPM / 1150 LB- FT, CUMMINS	0	0
O	972A1000	SPECIAL EMISSION CERTIFICATION LABELS	EPA CLEAN IDLE LABEL (DIESEL)	0	0
S	9722024	CERTIFICATION - EMISSIONS	MY2024 ENGINE	0	0
S	972B001	ZEV PENALTY	NO PENALTY	0	0
S	4460001	FUEL TYPE	ULTRA-LOW SULPHUR - DIESEL FUEL REQUIRED	0	0
ENGINE EQUIP					
S	128071	ENGINE CONTROL SPECIFICATIONS	DEFAULT SPECS	0	0
S	1290004	ENGINE ELECTRONICS	CUMMINS 500K COMMUNICATION	0	0
O	1310006	BRAKE-ENGINE	CUMMINS VGT EXHAUST BRAKE	1	0
O	4382006	FILTER-FUEL, CHASSIS MOUNTED	FLEETGUARD FS20121 F/W SEPARATOR W/HEATER AND PROBE AND DASH LIGHT	0	0
S	1700001	FILTER-FUEL, ENGINE MOUNTED	SECONDARY SPIN-ON FILTER, REMOTE MTD.	0	0
O	1760001	ENGINE OIL SAMPLING PROVISION	ENGINE OIL SAMPLING PORT	1	0
O	180024	ENGINE BLOCK HEATER	PHILLIPS 120V 1000 WATT	5	0
O	1810003	HEATER RECEPTICAL LOCATION ENGINE	RECEPTACLE LOCATED AT CAB STEPS, RH SIDE	0	0
S	2080001	FAN & DRIVE-ENGINE	2-SPEED FAN	0	0
S	2120003	RADIATOR SURGE TANK	STANDARD SURGE TANK W/ SIGHT GLASS	0	0
O	2200002	AIR CLEANER	15" ONE STAGE EPG CLEANER W/SAFETY ELEMENT DONALDSON	3	0
S	226001	AIR INTAKE RAIN CAP	BLACK, HOOD TYPE	0	0
O	2302001	MUFFLER SYSTEM	LH VERT HORIZ DPF/SCR	0	0
S	2310003	EXHAUST SHIELDS	DPF & SCR SHIELDS	0	0
S	2322001	EXHAUST STACKS	90 DEGREE SIDE OUT DIFFUSER	0	0
O	234001	EXHAUST RAIN CAP	SINGLE	1	0
S	115A200	TURBO HEAT SHIELD	TURBO HEAT SHIELD	0	0
S	2390002	UREA DELIVERY SYSTEM	OVER-FENDER MTD., LH SIDE, 10 GAL. CAPACITY	0	0
S	5300001	ENGINE/EXHAUST COVER	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD	0	0
S	700026	AIR COMPRESSOR	CUMMINS WABCO 18.7 CFM COMPRESSOR	0	0
S	8200003	STARTING MOTOR	DELCO REMY 12V 39 MT W/OCP	0	0
S	8020004	ALTERNATOR	DELCO REMY 36SI 12V 160 AMP	13	0
O	P020002	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUT DOWN DISABLED	0	0
S	P030001	CRUISE CONTROL PARAMETER	CRUISE CONTROL ENABLED	0	0

<b>ENGINE EQUIP (continued)</b>					
S	P630006	MAX VEHICLE SPEED - PTO MODE	MAX VEHICLE SPEED IN PTO MODE = 6 MPH	0	0
S	P641200	RPM PTO MODE	1200 RPM MAX IN PTO	0	0
S	P701200	PTO SET SWITCH	PTO SET SWITCH = 1200 RPM	0	0
S	P711000	PTO RESUME SWITCH	PTO RESUME SWITCH = 1000 RPM	0	0
S	204B001	COOLANT HOSE HEAT SLEEVE	STANDARD HEAT SLEEVE	0	0
S	P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LIMIT 65MPH	0	0
<b>TRANSMISSION</b>					
S	2580003	VOCATION	RDS REFUSE - VOC 400-XXX	0	0
O	2690011	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL & SERVICE BRAKE VP168 - THIRD GEAR LIMIT RHS	0	0
S	26A0001	TRANSMISSION SHIFT SCHEDULE/ FUEL SENSE	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0	0
S	PT10001	TRANS DIRECTION CHANGE SHIFT INHIBIT	SHIFT INHIBIT ENABLED	0	0
S	27P0000	TRANSMISSION RETARDER AUDIBLE ALARM	NO TRANSMISSION RETARDER AUDIBLE ALARM	0	0
O	2700028	TRANSMISSION	ALLISON 4500 SERIES, 6- SPEED	384	59
S	287A200	TRANSMISSION BREATHER	TRANSMISSION REMOTE BREATHER	0	0
S	284016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS	0	0
S	286005	COOLER-TRANSMISSION OIL	OIL TO WATER TYPE	0	0
O	2900004	TRANSMISSION OIL FILL/CHECK	TRANS FLUID WITH DIPSTICK AND THREADED OIL SAMPLE PORT	1	0
O	300013	DRIVESHAFT-MAIN	SPICER 1810HD HALF ROUND	5	10
O	3170007	PTO-TRANSMISSION MOUNTED	CHELSEA 890 / 897 PTO CLEARANCE (PREP ONLY)	5	0
<b>FRONT AXLE</b>					
O	3700011	FRONT AXLE	DANA D-2200W STEER AXLE, 22,000 LB CAPACITY	0	0
S	3690005	FRONT AXLE POSITION	52.5 INCHES	0	0
O	3710003	FRONT SUSPENSION	10200 LB TAPER LEAF REDUCED RIDE HEIGHT, 22000 LB GROUND CAPACITY	-90	5
O	371T01	SUSPENSION, FRONT AUX	AUX LOAD CUSHION	10	0
S	373002	SHOCK ABSORBERS- FRONT	DOUBLE ACTING SINGLE - HEAVY DUTY	0	0
S	904011	HUBS-FRONT	STEEL HUB PILOTED, 285MM BOLT CIRCLE	0	0
O	9402005	WHEEL OIL SEALS-FRONT	STEMCO DISCOVER XR SEAL WITH ZIP-TORQ NUT	0	0

**FRONT AXLE (continued)**

O	9210002	HUB CAPS - FRONT AXLE	STEMCO TRADITIONAL, ALUM.	-1	0
S	374002	FRONT AXLE LUBRICANT	SYNTHETIC, DANA SPICER EP75W90,OR EQUIV	0	0
O	7510011	BRAKES-FOUNDATION, FRONT AXLE	MERITOR EX - 225 AIR DISC BRAKES XXXX	0	0
O	755998	DUST SHIELDS - FRT BRAKES	NO FRONT BRAKE DUST, SHIELDS PROVIDED	-1	0
O	9010003	BRAKE DRUM-FRONT	ROTORS - CAST IRON, VENTED, INBOARD MTD	0	0
O	383107	STEERING GEAR	INTEGRAL POWER STEERING W/LEFT HAND RAM	0	0
S	387003	POWER STEERING RESERVOIR	FOUR QUART REMOTE	0	0

**REAR**

O	330444	REAR DRIVE AXLE-SINGLE & TANDUM	MERITOR RT46-160 46,000 LB	0	430
S	330U98	REAR AXLE LUBE PUMP	NO LUBRICATION PUMP	0	0
O	331538	REAR DRIVE AXLE RATIO	5.38	0	0
O	3500014	REAR SUSPENSION	HENDRICKSON PAX-EX-462, AIR RIDE @ 54", 46,000 LB CAP	0	223
O	357001	REAR SUSPENSION AIR CONTROL	DASH MOUNTED DUMP VALVE	0	0
S	358005	TORQUE RODS	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED	0	0
O	359006	SHOCK ABSORBERS-REAR	FOR AIR SUSPENSION	0	0
S	9130001	HUBS-REAR	IRON HUB, HP 10 STUD	0	0
S	3400001	REAR AXLE BREATHER	STANDARD AXLE BREATHER	0	0
O	9412006	WHEEL OIL SEALS-REAR	STEMCO DISCOVER XR SEAL WITH ZIP-TORQ NUT	0	0
O	7610011	BRAKES-FOUNDATION, REAR AXLE	MERITOR EX - 225 AIR DISC, BRAKES XXXX	0	-150
O	764998	BRAKE SLACK ADJUSTERS-REAR AXLE	NO REAR SLACK ADJUSTERS PROVIDED	0	0
O	765998	DUST SHIELDS - REAR BRAKES	NO REAR AXLE DUST SHIELDS PROVIDED	0	-2
O	7810002	BRAKE CHAMBERS-PARKING, TYPE/VENDOR	STANDARD - DISC BRAKES	0	0
O	9100003	BRAKE DRUM-REAR	ROTORS - CAST IRON, VENTED, INBOARD MTD.	0	0

**AUXILIARY AXLES**

O	3T12002	TAG AXLE #1	HENDRICKSON COMPOSILITE EXS STEERABLE TAG, 13500 LBS CAPACITY	-167	821
O	3T1E001	TAG AXLE STEER LOCKS	AUX. LIFT AXLE STEER LOCKS	0	2
O	3TS0058	TAG AXLE #1 SPACING	58" SPREAD	0	0
O	9T10001	TAG AXLE HUBS	STEEL HUBS, 11.25" BOLT CIRCLE	0	0
O	9T62002	TAG AXLE WHEEL SEALS	STEMCO VOYAGER SEAL WITH ZIP-TORQ NUT	0	0
O	9T80001	TAG AXLE HUB CAPS	CR ZYTEL HUB CAPS	0	0

<b>AUXILIARY AXLES (continued)</b>					
O	7T20004	<b>TAG AXLE BRAKES</b>	HENDRICKSON INTEGRAL 15X4	0	0
O	7T40001	<b>TAG SLACK ADJUSTER</b>	XXXX MERITOR AUTOMATIC	0	0
<b>BRAKES</b>					
S	729002	<b>AIR LINES-PARKING BRAKE, CHASSIS</b>	AIR LINES CHASSIS PARK BRAKE	0	0
O	7412006	<b>BRAKE CONTROL SYSTEM</b>	WABCO ABS 6S6M W/PLC AND ATC MOUNTED IN CAB	0	0
<b>CHASSIS</b>					
O	400186	<b>WHEELBASE</b>	186 INCHES	-34	-44
S	402104	<b>FRAME-REAR OVERHANG</b>	104"	0	0
S	403012	<b>FRAME RAILS</b>	3/8" VARIABLE DROP STEEL, EXT B	0	0
S	406001	<b>FRAME-REAR CUT-OFF</b>	STRAIGHT	0	0
S	4070004	<b>FRAME-FRONT EXTENSION</b>	ACX STANDARD FRONT END	0	0
S	409002	<b>FRAME CROSSMEMBER- CENTER</b>	ALUMINUM ORIENTATION B	0	0
S	4110002	<b>FRAME CROSSMEMBER- END CLOSING</b>	ALUMINUM MEMBER-IF REQUIRED	0	0
S	460001	<b>BUMPER-FRONT</b>	STEEL PAINTED	0	0
O	4682000	<b>GUARD-OIL PAN</b>	ENGINE OIL PAN GUARD - STEEL	0	0
S	480002	<b>TOWING DEVICE-FRONT</b>	TWO REMOVABLE TOW PINS	0	0
S	8742000	<b>WIRING, BODY INTERFACE</b>	RP 170 COMPLIANT	0	0
O	430998	<b>FUEL TANK-LEFT</b>	DELETE LHS FUEL TANK	-29	-59
O	431042	<b>FUEL TANK-RIGHT</b>	75 GAL 26" DIA POLISHED ALUMINUM	29	59
O	431R001	<b>FUELTANK FILL RHS</b>	REAR FILL FUEL TANK, RHS	0	0
O	441008	<b>FUEL TANK STRAP/SUPPORT RIGHT</b>	STAINLESS STEEL, RH	0	0
O	4480004	<b>RH FUEL TANK SPACERS</b>	RH FUEL TANK SPACED 2", DROPPED 4"	7	5
O	4290003	<b>DRILLING FUEL TK SUPT- RIGHT</b>	FUEL TANK RHS LOCATION - SPEC DRIVEN	0	0
S	436015	<b>FUEL LINES</b>	SAE J1402A1 WIRE BRAIDED	0	0
O	8120007	<b>BATTERY BOX</b>	STEEL BOX W/ ALUM LID, 3 BATTERY, LHS	-10	0
O	8160006	<b>BATTERY BOX SPACERS</b>	BATTERY BOX SPACED 2", DROPPED 8"	7	2
O	8090003	<b>BATTERY BOX DRILLING</b>	BATTERY BOX LOCATION - SPEC DRIVEN	0	0
S	810089	<b>BATTERY</b>	3 JOHNSON CONTROL 31ECL 12V 2250CCA	0	0
O	8140003	<b>BATTERY SHUT-OFF SWITCH</b>	SHUTOFF W/ LOCKOUT & EMERGENCY JUMPER STUDS	5	2
O	7110002	<b>AIR TANK-BRAKE</b>	ALUMINUM AIR TANKS	-15	-31

**CHASSIS (continued)**

O	7090003	AIR TANK DRILLING	AIR TANKS LOCATION SPEC DRIVEN	0	0
O	7380001	EMERGENCY AIR SYSTEM CHARGING	SCHRADER VALVE, WET TANK MTD	1	0
O	7152001	WET TANK DRAIN	WABCO DV-2 AUTOMATIC W/ HEATER	0	0
O	715T003	AIR RESERVOIR DRAIN SYSTEM	CENTRAL MANIFOLD W/ PETCOCKS	2	2
S	7130001	AIR DRYER	WABCO 1800P W/HEAT	0	0
O	7100008	AIR DRYER DRILLING	AIR DRYER MTD OUTSIDE RAIL, RHS, SPEC DRIVEN	0	0
S	724001	AIR LINES-CAB	SAE J844 NYLON TUBING	0	0

**CAB EXTERIOR**

S	4510001	STEP-CAB ACCESS, CAB MOUNTED	DUAL SELF CLEANING CAB ENTRANCE STEPS	0	0
S	502001	CAB DOORS	STEEL	0	0
O	5120001	POWER WINDOWS	DUAL INTERNAL REGULATOR POWER WINDOWS	4	0
O	5140001	CAB GUARD FRONT	XPEDITOR CAB GUARD	27	-8
O	6220019	MIRRORS-DUAL WEST COAST	MIRROR, CHROME, HTD, REMOTE, W / LWR HTD CONVEX	0	0
O	6230007	MIRRORS-AUXILIARY	HIGH MOUNT 8" CONVEX, CHROME	0	0
S	630026	HORN-AIR	TWIN MOUNTED UNDER CAB	0	0
O	631002	HORN-ELECTRIC	DUAL	1	0
O	661002	CAB TILT MECHANISM- C.O.E.	HYDRAULIC TILT WITH AIR ASSIST	20	0
O	6720004	GRILLE	CHROMED AUTOCAR GRILLE	0	0
S	675001	BUG SCREENS	BUG SCREEN MOUNTED BEHIND GRILLE	0	0
O	693002	UNDERCOAT	CAB CORROSION INHIBITOR	0	0

**CAB INTERIOR**

S	3800001	STEERING WHEEL	16" DIA. WHEEL, 2 SPOKE	0	0
O	381001	STEERING COLUMN	FIXED POSITION	-1	0
O	5202002	SEAT-DRIVER	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR	0	0
O	5212002	SEAT-PASSENGER	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR	0	0
S	5222000	SEAT BELTS-DRIVER	THREE POINT RETRACTABLE, W/O COMFORT LATCH	0	0
S	5232000	SEAT BELTS-PASSENGER	THREE POINT RETRACTABLE, W/O COMFORT LATCH	0	0
O	5260002	SEAT INSERT	MODURA, ASPHALT COLOR	0	0
O	5380001	CARPET & MAT	DIAMOND PLATE FLOORING - BOTH SIDES	8	4
S	5500001	CENTER CONSOLE	CENTER CONSOLE	0	0

<b>CAB INTERIOR (continued)</b>					
O	5510002	REAR CONSOLE	REAR CONSOLE W/ WIRE FRAME STORAGE CONTAINER	2	0
O	5472000	INSULATION-CAB THERMAL	THERMAL INSULATION KIT FOR CAB (EXTREME)	0	0
S	5942001	CIGAR LIGHTER	ONE (1) POWER PORT AND ONE (1) USB POWER PORT	0	0
O	5952000	CAMERAS	3RD EYE CAMERA PREP (CAB AND CHASSIS)	0	0
<b>CAB CLIMATE CONTROL</b>					
S	0602001	CAB TEMPERATURE SYSTEM	AIR COND INTEGRAL WITH HEATER/DEFROSTER (GHG)	0	0
S	612001	AIR CONDITIONER CONDENSER	STANDARD (RADIATOR MOUNTED)	0	0
<b>GAUGES &amp; INSTRUMENTATION</b>					
S	0572001	INSTRUMENTS SALES PKG	ADVANCED DIAGNOSTIC DISPLAY - V1	0	0
S	1430001	TRUCK ELECTRICAL CONTROL MODULE	VEHICLE CONTROL UNIT	0	0
S	1362000	TACHOMETER/RPM TACHOGRAPH	ELECTRONIC TACHOMETER	0	0
S	1372000	GAUGE-HOURMETER	HOURMETER INCLUDED IN ON BOARD DISPLAY	0	0
S	225009	AIR INTAKE RESTRICTION INDICATOR	GRADUATED, AIR CLEANER MOUNTED	0	0
S	4390001	GAUGE-FUEL LEVEL	ELECTRONIC FUEL LEVEL	0	0
S	5712003	GAUGE PANELS	ALL GAUGES IMPERIAL	0	0
S	1472001	VEHICLE MONITORING SYSTEM	AUTOCAR ADVANCED TELEMATICS - FULL INSTALLATION	0	0
<b>LIGHTING</b>					
S	8360003	LAMPS-HEAD	LED HEADLAMPS	0	0
O	8410003	LAMPS-TURN SIGNAL - FRONT	LED TURN SIGNALS, FRONT END LOADER PACKAGE	1	0
S	8510002	LAMPS-MARKER	AMBER LED ROOF MARKERS	0	0
O	8520001	LAMPS-PARKING	CORNER MARKER LAMP WIRED TO BATTERY SHUT OFF	1	0
S	859001	LAMPS-RUNNING	DAYTIME	0	0
O	8660001	LAMPS-SPOT	RFEL LIGHT PREP MOUNTED TO CAB GUARD	3	0
S	8700001	CIRCUIT PROTECTION DEVICE	AUTO CIRCUIT BREAKERS	0	0
<b>RADIO/MISC</b>					
O	509002	KEY & LOCK SETS- IGN/DOORS	DOOR & IGNITION SAME - SAME FOR FLEET - D324	0	0
O	509Q2002	KEY QTY.	2 ADDITIONAL KEYS PER TRUCK (4 TOTAL)	0	0
O	5902002	RADIO	AM/FM/USB/MP3/WB/BT	0	0

<b>RADIO/MISC (continued)</b>				
O	59A0002	<b>RADIO MOUNTING LOCATION</b>	RADIO MOUNTED IN RHS HEADLINER	0 0
O	5910002	<b>ANTENNA/POWER SUPPLY</b>	ANTENNA - ROOF MOUNTED	0 0
O	596005	<b>RADIO SPEAKERS</b>	2 DUAL CONE SPEAKERS	0 0
O	9620002	<b>FIRE EXTINGUISHER</b>	EMPTY STORAGE COMPARTMENT UNDER SEAT	0 0
<b>FRONT TIRES / WHEELS</b>				
S	9312009	<b>TIRE MANUFACTURER &amp; TREAD - FRONT</b>	BRIDGESTONE M870	0 0
S	930469	<b>TIRE SIZE &amp; LOAD RANGE - FRONT</b>	315/80R22.5L	0 0
O	9052003	<b>WHEELS-DISC FRONT</b>	22.5X9.0" ALUMINUM, 3.12" INSET, ACCURIDE	0 0
<b>REAR TIRES / WHEELS</b>				
O	9342020	<b>TIRE MANUFACTURER &amp; TREAD - REAR</b>	GOODYEAR ARMOR MAX MSA	0 0
S	933062	<b>TIRE SIZE &amp; LOAD RANGE - REAR</b>	11R22.5H	0 0
O	9142005	<b>WHEELS-DISC REAR</b>	22.5X8.25" ALUMINUM, 5.7" INSET, ACCURIDE	0 0
<b>AUXILIARY AXLE TIRES</b>				
O	9T50028	<b>TAG AXLE TIRE TREAD</b>	BRIDGESTONE R250ED	0 0
O	9T4111	<b>TAG AXLE TIRE SIZE</b>	255/70R22.5H	0 0
O	9T22005	<b>TAG AXLE WHEELS</b>	22.5X8.25" ALUMINUM, 5.7" INSET, ACCURIDE	0 0
<b>PAINT</b>				
S	950001	<b>CAB PAINT SCHEME</b>	SINGLE COLOR PAINT	0 0
S	9550001	<b>CAB PAINT TYPE</b>	STANDARD WHITE	0 0
S	9801002	<b>CAB COLOR-FIRST</b>	APPROVED == DPSS-N0007EX == STANDARD WHITE N0007	0 0
S	9861U1	<b>CHASSIS COLOR</b>	BLACK P3036	0 0
S	987949	<b>BUMPER COLOR</b>	SAME AS CHASSIS,UNPAINTED ALUM OR CHROME	0 0
S	988401	<b>DISC WHEEL OR RIM COLOR</b>	STEEL, E-COAT WHITE /ALUM-UNPAINTED	0 0
<b>ADDITIONAL OPTIONS</b>				
S	899002	<b>CHASSIS WARRANTY</b>	STANDARD WARRANTY	0 0
O	899A203	<b>TRANSMISSION</b>	ALLISON 5YR. EXT WARRANTY	0 0

<b>ADDITIONAL OPTIONS</b> <i>(continued)</i>				
O	899B419	<b>ENGINE WARRANTY</b>	2024 L9_EPA_PD1_5 Years / 150,000 Miles_PP1_Matrix: 232160	0 0
O	899K330	<b>EXHAUST AFTERTREATMENT EXTENDED WARRANTIES</b>	2024 L9_EPA_AT3_5 Years / 150,000 Miles_Matrix: 234546	0 0
S	978015	<b>FLOOR PLAN</b>	15 DAYS FLOORING	0 0
<b>OTHERS</b>				
S	9722024	<b>CERTIFICATION- EMISSIONS</b>	MY2024 ENGINE	0 0
<b>SUB TOTALS</b>				
			BASE WEIGHT	10,431 6,154
			FACTORY OPTION WEIGHT	233 1,321
			DISTRIBUTOR OPTION WEIGHT	0 0
				10,664 7,475
			<b>TOTAL WEIGHT (LB)</b>	<b>18,139</b>

**GAWR, GVWR & TIRE PRESSURE**

<b>GVW Rating – 77,000#</b>			
<b>Front GAWR</b>	<b>20,000#</b>	<b>Rear GAWR</b>	<b>46,000#</b>
Front Suspension	22,000#	Rear Suspension	46,000#
Front Wheels	20,400#	Rear Wheels	59,200#
Front Tire Size And Tread	20,000#	Rear Tire Size And Tread	48,000#
Front Brakes	20,000#	Rear Brakes	46,000#
Front Axle	22,000#	Rear Axle	46,000#
<b>Tag 1 GAWR</b>	<b>11,000#</b>		
Tag 1 Wheels	14,800#		
Tag 1 Tire Size And Tread	11,000#		
Tag 1 Axle	13,500#		
<b>PSI</b>			
Front PSI	130.0	Rear PSI	105.0
Tag 1 PSI	120.0		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2024

2/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 5500 Wayzata Blvd., Suite 510 Minneapolis MN 55416 763-512-8600 keasu@lockton.com	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Phoenix Insurance Company	25623	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : Travelers Casualty and Surety Company	19038	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> 1355447 MACQUEEN EQUIPMENT, LLC DBA BELL EQUIPMENT COMPANY 1045 TAYLOR ROAD GAHANNA OH 43230														

**COVERAGES** **CERTIFICATE NUMBER:** 20321340 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: TOTAL AGG: \$8,000,000	Y	Y	630-867K8328	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> GKLL-Com/Collision	Y	Y	810-7N364433	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-0K231444	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-0L654504	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input type="checkbox"/> <b>HIRED CAR PHYSICAL DAMAGE</b>	N	N	810-7N364433	11/1/2023	11/1/2024	ACTUAL CASH VALUE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: CITY OF BEACHWOOD IS AN ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA/EXCESS LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

20321340  
 CITY OF BEACHWOOD  
 25325 FAIRMONT BOULEVARD  
 BEACHWOOD OH 44122

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED  
(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

PART

**PROVISIONS**

The following is added to **SECTION II - WHO IS AN INSURED:**

including: Any person or organization that you agree in a \_\_\_\_\_ services, written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is

subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part following duties:

shown in the Declarations exceed the minimum limits required by the written contractor agreement, the insurance provided to the additional insured will be limited to such

minimum required limits. For the purposes of notice should include: determining whether this limitation applies, the

minimum limits required by the written contract or place;

agreement will be considered to include the minimum limits of any

1. Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities. damage is

2. Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such

(a) How, when and where the "occurrence" or offense took

a. The names and addresses of any injured persons and witnesses; and

a. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other

insurance which would cover such additional insured for a loss we cover. However,

Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III Limits Of Insurance.

condition does not affect whether the insurance provided to such additional insured is primary to other insurance

available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV - Commercial General Liability Conditions

b. The insurance provided to such additional

(2) If a claim is made or "suit" is brought against insured does not apply to:

a. Immediately record the specifics of the claim or "suit" and the date received; and

b. Notify us as soon as practicable and see to it that we receive written notice of this claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR SERVICE INDUSTRIES**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured - Unnamed Subsidiaries
- B. Who Is An Insured - Employees And Volunteer Workers - Bodily Injury To Co-Employees And Co-Volunteer Workers
- C. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies
- A. Blanket Additional Insured - Broad Form Vendors
- E. Blanket Additional Insured - Controlling Interest
- A. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers
- A. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises
- B. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations
- C. Blanket Additional Insured - Grantors Of Franchises
- D. Incidental Medical Malpractice
- E. Blanket Waiver Of Subrogation

### PROVISIONS

#### A. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to SECTION II-WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership

or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured  
a. or if: You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy

b. After the date , if any, during the policy period

that you no longer maintain an ownership interest of more than 50% in such subsidiary. For purposes of Paragraph 1. of Section **II** - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as: a. A limited liability company;

a. An organization other than a partnership, joint venture or limited liability company;  
c. A trust govern its structure.

#### **B. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER**

Such subsidiary is not an insured under similar other insurance

No such subsidiary is an insured for "bodily INSURED: injury" or "property damage" that occurred, or

"personal and advertising injury" caused by an offense committed while

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or your other "volunteer workers" while performing duties related to the conduct of your business.

**C. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of SECTION II - WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization.

However:

a. Coverage under this provision is afforded only:

1. Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

2. Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II —Who Is An Insured, each such organization will be deemed to be designated in the Declarations as: a.

partnership, joint venture or limited a.

**WORKERS**

The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN

Paragraphs (1)(a) , (b) and (c) above do not apply to "bodily injury" to a co-'employee

in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury"

**D. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS**

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

- 1. Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
- 2. Any change in "your products" made by such vendor;
  - 1. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

1. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular

as indicated in its name or the documents that govern its structure. liability company; or

A limited liability company; course of business, in connection with the distribution or sale of "your products"; An organization, other than a products";

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

repair operations, except such A trust; operations performed at such vendor's premises in connection with the sale of "your products"; or

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

- b. Any vendor for which coverage as an additional insured specifically is scheduled **E. BLANKET ADDITIONAL INSURED CONTROLLING INTEREST**

mortgagee, assignee, successor or receiver will be

the written contract or agreement,

- 1. The following is added to **SECTION II WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to to: liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or effect; or

ownership, maintenance or use of premises leased to or occupied by you. The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II - WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has

**IS**

financial control of you.

**F. BLANKET ADDITIONAL INSURED - permit MORTGAGEES, ASSIGNEES, SUCCESSORS**

- 2. Demonstration, installation, servicing or

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part. The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions: by endorsement. a. The limits of insurance provided to such minimum limits that you agreed to provide in the

or the limits shown in the Declarations, whichever are less.

- b. The insurance provided to such person or organization does not apply

- 1. Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or organization's agreement is no longer in

- 1. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

**G. BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO**

**OR RECEIVERS**

The following is added to **SECTION II - WHO IS AN INSURED:**

to

Any person or organization that is a mortgagee, assignee, successor or receiver and that you Coverage Part is an insured, but only with agreed in a written contract or agreement to include as an additional insured on the Coverage Part is an insured, but only this with

arising out of the existence, ownership, use, respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that: canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

**COMMERCIAL GENERAL LIABILITY**

**H. BLANKET ADDITIONAL INSURED GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code

or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal

and advertising injury" arising out of such

The insurance provided to such

operation assistant, therapist or entity does

not apply to:

- a. Any "bodily injury", "property damage" "personal and advertising injury" arising out of operations performed for the governmental entity; or included in the "products-completed operations hazard".

- b. Any "bodily injury" or "property damage"

The following is added to **SECTION II - WHO AN INSURED:**

Any governmental entity that has issued a

or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement

include as an additional insured on this respect to liability for "bodily injury", "property have damage" or "personal and advertising injury" maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care

**2.** The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II WHO AN INSURED:**

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)** , **(b)** , cc) and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational speech-language pathologist; therapy physical

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan

will be deemed to be acting within the services"

**I. BLANKET ADDITIONAL INSURED - GRANTORS OF FRANCHISES**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise scope of their employment by you or performing duties related

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less

**J. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in knowledge or consent of, the insured. providing or failing to provide "incidental

**S.** The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x- The furnishing of food or beverages; or advice or instruction, or the related ray or nursing service or treatment, **Us,**
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b.,

**Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" committed;

during their work hours for you of your business.

1. The following replaces the last sentence of Paragraph **S.** of **SECTION III - LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan

2. The following exclusion is added to Paragraph **2., Exclusions, Gof SECTION I**

**COVERAGES - COVERA E A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the

subject to Paragraph **2.a.(1)** of Section **II -Who Is An Insured.**

**K. BLANKET WAIVER OF SUBROGATION**

following is added to Paragraph **B. , Transfer LIABILITY CONDITIONS: of SECTION IV - COMMERCIAL GENERAL OF Rights Of Recovery Against Others To** If the insured has agreed in a contract or

agreement to waive that insured's right of recovery against any person or organization, we waive<sub>s</sub> our right of recovery against such

or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is

subsequent to the execution of the contract or agreement.

Attachment Code: D590023 Certificate ID: 20321340

for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent no

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

**A. BROAD FORM NAMED INSURED**

**B. BLANKET ADDITIONAL INSURED**

**C. EMPLOYEE HIRED AUTO**

**D. EMPLOYEES AS INSURED**

**A. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

**B. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS**

**C. WAIVER OF DEDUCTIBLE - GLASS**

**PROVISIONS**

**A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**

**I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

**J. PERSONAL PROPERTY**

**K. AIRBAGS**

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

**M. BLANKET WAIVER OF SUBROGATION**

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your **(a)** With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
  - i. You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

**(2)** Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS**

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:**

**(5)** Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

**(d)** It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE - GLASS**

The following is added to Paragraph **D., Deductible, of**

**CA T3 53 02 15**

proceedings and actions.

ii. Neither you nor any other involved "insured" will make any settlement without our consent.

iii. We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.**

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE,** and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

**(b)** This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

**(c)** This insurance is not a substitute for required or compulsory insurance in

**(2)** In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE**

**COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.,** but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated. We will pay up to a maximum of \$1,000 for any one "loss".

**SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF**

**USE - INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE - TRANSPORTATION**

**EXPENSES - INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:** We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**3. PERSONAL PROPERTY**

The following is added to Paragraph **A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS** The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV - BUSINESS AUTO CONDITIONS:**

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a., of**

**SECTION IV - BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- a. You (if you are an individual);
- b. A partner (if you are a partnership);
- c. A member (if you are a limited liability company);
- d. An executive officer, director or insurance manager (if you are a corporation or other organization); or
- e. Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS : 5. Transfer Of Rights Of Recovery Against**

**Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of operations contemplated by

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
04/22/2021	202110204030	FICTITIOUS NAME REGISTRATION (NFO)	39.00	0.00	0.00	0.00

**Receipt**

This is not a bill. Please do not remit payment.

ROBERT DOUGLASS  
1125 7TH STREET E  
ST PAUL, MN 55106

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose  
4657851**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**BELL EQUIPMENT COMPANY**

and, that said business records show the filing and recording of:

Document(s)

**FICTITIOUS NAME REGISTRATION**

Effective Date: 04/12/2021

Document No(s):

**202110204030**

Expiration Date: 04/12/2026

MACQUEEN EQUIPMENT, LLC  
1125 7TH ST. E.  
ST PAUL, MN 55106



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
22nd day of April, A.D. 2021.

*Frank LaRose*  
**Ohio Secretary of State**



**Bureau of Workers' Compensation**

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
80103299

Period Specified Below  
07/01/2023 to 07/01/2024

MacQueen Equipment, LLC  
Bell Equipment Company  
1125 7TH ST E  
SAINT PAUL MN 55106-3900



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)

Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

### Ohio Bureau of Workers' Compensation

#### Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers' Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



**WE NEVER STOP WORKING FOR YOU**

# Half/Pack

Commercial and Residential High-Compaction Front Loader



## **Bell Equipment Co.**

1045 Taylor Road  
Gahanna, OH 43230  
(614) 655-0022  
Fax (614) 655-0023  
[www.bellequip.com](http://www.bellequip.com)



**durability, productivity, and lowest total cost of collection.**

[www.Heil.com](http://www.Heil.com)

# Heil Half/Pack

The most popular frontloader for over 50 years... For more than one reason.

The Half/Pack® body has consistently delivered proven performance in some of the most demanding environments imaginable, earning a loyal following of users who rely on its unmatched dependability and appreciate its lowest total cost of ownership.

Heil® RCVs continue to set the standard for front loaders with the evolution of innovative new features that enhance functionality. Our patented Shur-Lock™ tailgate locks, double-walled and lapped hopper sides, and an industry-leading interlaced ladder subfloor foundation mean that your Half/Pack is built for a long, reliable lifespan. The Half/Pack now comes with a 20 cubic-yard option, increasing the maneuverability of the vehicle due to a shorter wheel base, and allowing for FET exemption\*.

When combined with The Curotto-Can, the Half/Pack becomes the most productive residential collection vehicle on the road. With eyes-forward, operators are safer, contamination can be identified at the source, and no carts are lost. With the Curotto-Can, fleet owners have the ability to handle take-all routes and won't need a second truck for bulk collection.

Add that to the Heil brand's century-old heritage of commitment to customer satisfaction, and you can feel certain that when you choose a Half/Pack, you are getting the most productive, durable, safe, and easy-to-maintain front loader available.

\* Heil does not provide tax advice. Please consult your tax advisor regarding the specific tax implications of your selected product.



Shown with optional Half/Pack LowRider® Body and Curotto-Can® Residential Package

## Infinitely Customizable Configurations To Maximize YOUR Route Productivity

### Lowest Total Cost of Collection (TCC)

The ultra-efficient Half/Pack provides unbeatable productivity to lower your TCC.

Can add up to:

**\$97,420 Savings**

Over the lifetime of the truck

### 2018 Improvements

Reduced proximity switches and grease locations, which result in less maintenance costs.

Can add up to:

**\$10,330 Savings**

Over the lifetime of the truck

### H.A.L.O Controls

Newly updated controls reduce maintenance & training costs, all while increasing productivity\*.

Can add up to:

**\$48,140 Savings**

Over the lifetime of the truck

\*Only available on commercial FELs

### Lightning Cylinder Package

Decreased cycle time increases productivity.

Can add up to:

**\$8,600 Savings**

Over the lifetime of the truck

### CNRg CNG Tailgate

Removable valve cover plates allow for quick and easy access, which reduces maintenance costs.

Can add up to:

**\$20,600 Savings**

Over the lifetime of the truck

### Zinc Plated Hydraulic Tubes

Reduces maintenance and downtime costs.

Can add up to:

**\$9,750 Savings**

Over the lifetime of the truck



Available with optional CNRg® Tailgate



Available with articulating arms for EconicSD chassis



Available with Curotto-Can commercial grabbers



Optimized Weight LowRider body package

# Heil Half/Pack Redefining What Productivity Looks Like

## Half/Pack Standard Features

- + **SOLID FOUNDATION** - The interlaced subframe provides exceptional strength and durability, which means your Half/Pack will enjoy a long lifespan and excellent resale value.
- + **DOUBLE-WALLED HOPPER** - High tensile strength steel withstands the exceptional forces of the compaction cycle and ensures maximum payloads. Our exclusive double-wall hopper reduces corrosion, which increases long-term durability.
- + **HARDENED ROD SCRAPERS ON ARM CYLINDERS** - The scrapers help to minimize ingestion of material, such as paint, melted plastic, and leachate into the hydraulic system. This reduces the chance of objects entering the cylinder seal and causing damage.
- + **ZINC-PLATED HYDRAULIC TUBES** - Use of zinc-plated hydraulic tubes reduces hydraulic leak-causing corrosion, lessening the frequency with which components need to be replaced over the life of the body. This reduces maintenance and downtime costs.
- + **HYDRAULIC TUBE COVERS** - Durable covers protect tubes and hoses from damage, resulting in less maintenance.
- + **RAISED PACKER TRACKS** - Elevated packer and eject tracks keeps them from operating in abrasive debris or corrosive leachate. Heavy-duty wear strips are a standard feature.
- + **BODY BACKUP ASSIST LIGHTS** - Standard backup assist lights mounted on the body help to illuminate your surroundings while in reverse.
- + **ILLUMINATED PUSH-BUTTON CONTROLS** - Easy to read and understand touch button body, packer, pump and lighting controls with indicator lights come standard.



- + **SHUR-LOCK TAILGATE LOCKS** - The Heil in-cab operated tailgate locking system not only keeps payloads secure but also enables the operator to unlock and open the tailgate and discharge the payload from the safety of the cab. In-cab, on display notifications confirm when the tailgate is sealed.
- + **UPDATED INTEGRATED DISPLAY W/ ON-BOARD DIAGNOSTIC TOOL** - Standard 7" In-Sight™ display provides real-time feedback for optimal operator control, and allows maintenance personnel to easily diagnose problems. Also integrated with 3rd Eye® camera feeds.
- + **LESS TIME IN THE SHOP** - The Half/Pack features our Service Smart design, which simplifies routine maintenance and helps keep your asset out of the shop and on route - servicing your customers.
- + **STREETWISE HYDRAULICS** - Our exclusive "clean front head" relocates the hydraulic body valve from the front head to under the side of the body. This design reduces the influence of engine heat on the hydraulic components, as well as improving access to the valve bodies. This also means improved safety and reliability, all while reducing downtime.
- + **RELIABLE SENSOR TECHNOLOGY** - The use of tamper-proof in-cylinder and arc sensors seamlessly gauge component locations for effortless control. This eliminates proximity switches that previously required frequent adjustment and maintenance, resulting in less downtime and maintenance costs.
- + **FULLY-ENCLOSED FRONT HEAD** - Fully-enclosed up to 19" from the bottom of the hopper floor, to the bottom of the arc-sensor opening. This reduces the chance of waste water escaping from the body onto the chassis components.



\*This feature should only be used with ANSI standard containers

Monitor is integrated into the display



### OPTIONAL ODYSSEY CONTROL FEATURES

Optional Odyssey® Controls feature a refined hydraulic and electronic control system for maximum efficiency, reliability and precise control. Odyssey controls come standard with an updated joystick that contains integrated Pack Extend and Pack Retract functions.

### OPTIONAL HEIL AUTONOMOUS LIFT OPTION\*

Semi-autonomous single button operation eliminates multi-control movement, reducing driver input by 82%. Greatly reduces training time & increases new driver productivity.

\*Only available with optional Odyssey Controls

### OPTIONAL 3RD EYE DIGITAL PACKAGE

Digital package allows you the ability to connect for service verification, body/chassis data, fuel tax reporting, and route management. Includes factory installed 3rd Eye IRIS Collision Warning Radar, and the ability to connect up to eight cameras.

### OPTIONAL RODENT-RESISTANT HARNESS LOOM

Optional rodent-resistant wiring harnesses are completely encapsulated in woven loom, greatly reducing down time from chewed wires.

### OPTIONAL LIGHTNING CYLINDER PACKAGE

Saves four seconds in dump cycle time. Only available with optional Odyssey Controls.

# Half/Pack

## Optional Body Packages



### Half/Pack Automated Front Loader with Curotto-Can

The Curotto-Can Automated Carry Can has the fastest load time of any automated system on the market and delivers a proven 25% to 30% productivity advantage over automated side loaders. By using the robust reliability and additional capacity of a front loader, this carry can delivers game-changing performance that will enable you to service more customers, more quickly, in more applications.

- + Fastest load time available — four to five seconds from wheel stop to wheel start.
- + 20% greater fuel efficiency due to less packing and idling.
- + Shorter wheelbases allow navigation through cul-de-sacs up to 25% faster.
- + Eliminate cart loss and associated costs.
- + Eyes-forward operation enhances operator and public safety as well as reduces the risk of repetitive stress injuries.
- + Having a uniformed front load fleet, requires fewer spare trucks and helps standardize your inventory.
- + Reduce contamination rates to less than 5%.
- + Low 108" cart dump height for safer operation — well below typical wires, trees and other overhead obstructions.
- + Load bulk material with easier access to container waste and eliminate the need for a chase truck.
- + Convert any commercial front loader to a residential collection unit in minutes.



### Half/Pack Sierra

A Mid-Weight Package with Heavy-Duty Performance. Get proven heavy-duty performance in a mid-weight package, specifically designed for areas with weight restrictions.

- + The Half/Pack Sierra weighs just 17,050 lbs. vs. 19,300 lbs. for the same size standard Half/Pack, a weight reduction of 13%, meaning more than one ton of extra payload.
- + Fast packer and arm cycle times, plus up to a 10-ton payload capacity means that you can collect more quickly, without being overweight.
- + The Half/Pack Sierra contains the following standard features: Streetwise Hydraulics, Double-Walled Hopper, Shur-Lock Tailgate Locks, and Raised Packer Tracks.

### State-of-the-art Design & Materials Maximize Payload Without Sacrificing Quality or Durability.

For waste hauling customers who demand larger legal payloads without jeopardizing durability and dependability, Heil offers the **Half/Pack Sierra** and **Half/Pack LowRider** front load refuse bodies. These optional body configurations are ideal for waste haulers in areas where weight requirements are more stringent, and want to transport the largest legal payload without the worry of incurring overweight citations.

### Half/Pack LowRider

The new Heil Half/Pack LowRider delivers both residential and commercial performance that will change the way fleet owners define productivity and safety.

Hitting the streets 12" lower than a standard front loader and tipping the scales at 4,150 lbs. less than our standard Half/Pack, fleet owners can service more customers and pack up to two tons more payload. Add in Lightning Cylinders and you have a 23% faster container dump cycle when compared to a non-Lightning equipped Heil front loader. Combine all of this with Odyssey Controls and you have more uptime due to there not being any prox switches, cylinder cushions, air lines, or MAC valves. Check out our brochure and webpage for more information.



# Heil Half/Pack Specifications

Recommended Chassis Requirements			Standard				Sierra				LowRider					
<b>Body Specifications</b>	Body Capacity	yd <sup>3</sup>	20	23	28	32	20	23	28	32	20	23	28	32		
	Hopper Capacity	yd <sup>3</sup>	12	12	12	12	12	12	12	N/A	10	10	10	N/A		
	Gross Capacity	yd <sup>3</sup>	32	35	40	44	32	35	40	N/A	30	33	38	N/A		
	Gross Weight (approx.)	lbs.	18,000	18,100	19,300	20,000	16,300	16,400	17,100	N/A	13,750	13,950	15,350	N/A		
	(% Lighter Than Standard 28yd Half Pack)			7%	6%	0%	-4%	16%	15%	11%	N/A	29%	28%	25%	N/A	
	Overall Length (Arms down, forks fully tucked)	in.	365	377	409	422	365	377	409	N/A	371	390	422	N/A		
	Overall Width	in.	96				96				N/A	96				
	Overall Height	Arms Down	in.	108				108				N/A	97			
		Arms Up	in.	120				120				N/A	120			
	Hopper Opening	in.	81x94				81x94				N/A	83x95				
Body Drain Standard			Yes				No				Yes					
<b>Hydraulic Specifications</b>	Pump	Type	Single Vane				Single Vane				N/A					
		Maximum Operating Pressure	psi	2,500				2,500				N/A				
		Working RPM (Throttle Advance)			1,350 RPM				1,350 RPM				N/A			
		Flow at Working RPM			50 GPM				50 GPM				N/A			
	Oil Reservoir	Tank Capacity	gal.	51				51				N/A				
		Filters			3 micron return filter with in-cab monitor 100 mesh reusable suction screen				3 micron return filter with in-cab monitor 100 mesh reusable suction screen				N/A			
	Valves	Body Valve Type			Air over Hydraulic, Multi-section stack valve, 55 GPM @ 2,500 PSI relief valve to prevent overload damage				Air over Hydraulic, Multi-section stack valve, 55 GPM @ 2,500 PSI relief valve to prevent overload damage				N/A			
		Tailgate Valve Type			Electric over Hydraulic manifold, Multi-section stack valve combination, 13 GPM @ 2,500 psi relief valve to prevent overload damage				Electric over Hydraulic manifold, Multi-section stack valve combination, 13 GPM @ 2,500 psi relief valve to prevent overload damage				N/A			
	<b>Hydraulic Specifications</b>	Pump	Type	Load Sensing HAWE Piston Pump				Load Sensing HAWE Piston Pump				Load Sensing HAWE Piston Pump				
			Maximum Operating Pressure			2,500				2,500				2,500		
Working Engine RPM (Throttle Advance)					1,250 RPM & 116% PTO				1,250 RPM & 116% PTO				1,250 RPM & 116% PTO			
Flow at Working RPM					50 GPM				50 GPM				50 GPM			
Oil Reservoir		Tank Capacity			51 gal				51 gal				51 gal			
		Filters			3 micron return filter with in-cab monitor, 100 mesh reusable suction screen				3 micron return filter with in-cab monitor, 100 mesh reusable suction screen				3 micron return filter with in-cab monitor, 100 mesh reusable suction screen			
Valves		Body Valve Type			Electric over hydraulic manifold, Multi-section stack valve combination, 50 GPM @ 2,500 psi relief valve to prevent overload damage				Electric over hydraulic manifold, Multi-section stack valve combination, 50 GPM @ 2,500 psi relief valve to prevent overload damage				Electric over hydraulic manifold, Multi-section stack valve combination, 50 GPM @ 2,500 psi relief valve to prevent overload damage			
		Tailgate Valve Type			Electric over hydraulic manifold, Multi-section stack valve combination, 13 GPM @ 2,500 psi relief valve to prevent overload damage				Electric over hydraulic manifold, Multi-section stack valve combination, 13 GPM @ 2,500 psi relief valve to prevent overload damage				Electric over hydraulic manifold, Multi-section stack valve combination, 13 GPM @ 2,500 psi relief valve to prevent overload damage			
<b>Performance Specifications</b>		Odyssey Controls (Electric/Hydraulic)	Compaction Force	lbs.	117,000				117,000				117,000			
			Arm Cycle Time	Up	idle - 10-12 sec - 1,200 RPM - 7-8 sec				idle - 10-12 sec - 1,200 RPM - 7-8 sec				idle - 9-11 sec - 1,200 RPM - 5-6 sec			
	Complete			idle - 20-23 sec - 1,200 RPM - 14-17 sec				idle - 20-23 sec - 1,200 RPM - 14-17 sec				idle - 18-21 sec - 1,200 RPM - 11-14 sec				
	Packer Cycle Time				18-22 sec				18-22 sec				18-22 sec			
	Arm Lifting Capacity		lbs.	8,000				8,000				5,500 (8,000 optional)				
Clearance-Stop-Tail-Back-Up-Lamp			FMVSS 108				FMVSS 108				FMVSS 108					

Please Note: All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written Warranty Statement for this product at the time of shipment. © Copyright 2023 Heil Environmental, Inc. All rights reserved.



WE NEVER STOP WORKING FOR YOU

# Half/Pack

Commercial High Compaction Front Loader



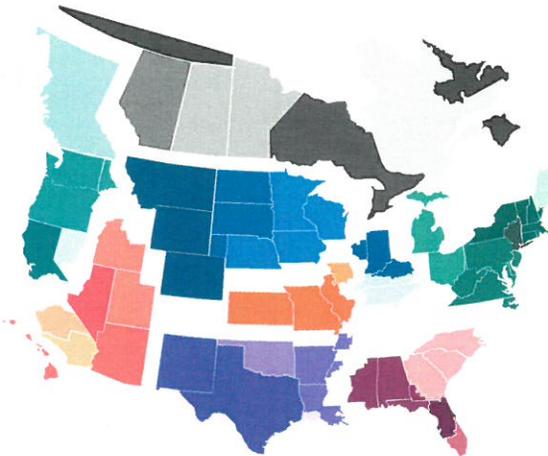
## EXPEDITE THE PURCHASE OF YOUR HEIL UNIT THROUGH SOURCEWELL

Sourcewell Cooperative Purchasing Program has awarded Heil a nationally bid contract for "Solid Waste and Recycling Collection Equipment with Related Equipment, Accessories, and Supplies." Through the Heil contract, Sourcewell members can purchase any of the Heil line of refuse and recycling equipment, including front-loading, side-loading, and rear-loading refuse collection vehicles, without having to create an RFP and send the project through a time-consuming duplicate bid process. By using the existing nationally bid contract, members can receive the products they need more quickly and cost effectively. Best of all, Sourcewell membership is free! Qualified agencies can join online via the Sourcewell purchasing website at [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov). To find out more about purchasing Heil equipment via the Sourcewell contract, please contact your local Heil Dealer at [www.heil.com/dealers](http://www.heil.com/dealers).



## TRUST HEIL CERTIFIED OEM PARTS

Heil Certified OEM parts are the most reliable replacement parts for Heil refuse collection vehicles. They're made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the bodies. This means that they fit perfectly every time. Heil uses only the highest-quality materials for parts that last - minimizing costly downtime. For more information on parts, contact your Heil dealer. Visit: [www.heil.com/dealers](http://www.heil.com/dealers) to find the dealer nearest you.



## RELY ON EXPERIENCED LOCAL SUPPORT

When you buy from Heil, you gain the aftermarket support of the industry's strongest network of dealers in North America. We stand behind our dealers, so you get the product support you need for the life of your products. Our dealers are also trained to help you find the best product for your particular route needs. To find the Heil dealer nearest you, visit: [www.heil.com/dealers](http://www.heil.com/dealers).



All Heil products are Connected Collections® ready. This is part of our vision, focused on helping fleet owners make better decisions, faster. For more information on ESG's Connected Collections, contact your local Heil dealer or visit us online at [www.heil.com/connected-collections](http://www.heil.com/connected-collections)



## COUNT ON THE LOWEST TCC

Helping you save money is our passion, and we apply tremendous resources to advance our product and service offerings to improve the profitability of your business and provide the lowest Total Cost of Collection and the maximum return on your investment. You can be confident that choosing Heil equipment brings a long-term partnership with the industry leader.



## CONFIGURATION ASSISTANCE

Chassis layout drawings are available through your local Heil dealer. To find your dealer, visit [www.heil.com/dealers](http://www.heil.com/dealers).



## INDUSTRY-LEADING TRAINING

Heil has completely revamped their training programs with the addition of both the Heil Service Shack® and our four-tiered Nextelligence® Connected-Tech Training Program. Now, customers can visit the Heil Service Shack on the Heil website to learn the latest techniques and view helpful service and training videos any time, as well as sign up for Connected-Tech courses to better train technicians on Heil Refuse Products. Ensure your shops are servicing your Heil products correctly; check out the Heil training offerings at [www.heil.com/nextelligence](http://www.heil.com/nextelligence).

[www.heil.com](http://www.heil.com)

# The **Curotto-Can**

The Future of Automated Collection

The **Curotto-Can**  
The Future of Automated Collection

**FASTEST  
LOAD TIME**

EYES-FORWARD  
OPERATION

**NO CHASE  
TRUCK NEEDED**

SINGLE PLATFORM  
STRATEGY

REDUCE BACKING EVENTS

ELIMINATES CAN LOSS

**MORE PRODUCTIVE**

# FEATURES AND BENEFITS

Increased efficiency and productivity

## SINGLE TRUCK DOES IT ALL 1



No need for different trucks for different picks.

### BENEFIT

Use for both commercial and residential routes -- single platform strategy.

### WHY IT MATTERS TO YOU

- Optimize fleet dynamics
- Can is readily removable to allow for commercial picks
- Smaller fleets save money

## EYES-FORWARD OPERATION 3



Operator stays focused up front.

### BENEFIT

No looking back during operation so driver maintains awareness.

### WHY IT MATTERS TO YOU

- Drastically reduces risk of repetitive stress injury
- Operator can evenly spread material across the can, increasing productivity

## INCREASED HOPPER CAPACITY 2



System mounts ahead of cab so all space behind can be devoted to carrying capacity.

### BENEFIT

Larger hopper means increased overall waste-handling capacity.

### WHY IT MATTERS TO YOU

- Fewer packing cycles means reduced wear and maintenance
- Fewer trips to landfill saves time and fuel expense while increasing productivity

## LOWER MAINTENANCE COSTS 4



Simple, effective operation.

### BENEFIT

Arm can be removed and replaced in minutes.

### WHY IT MATTERS TO YOU

- Fewer proximity switches and no limit switches
- On-the-ground maintenance
- Rugged, durable construction
- Service Smart™ design





### EVEN DISTRIBUTION

5



The Curotto-Can shifts weight off the rear axle.

### BENEFIT

Optimized center of gravity means increased payload capacity.

### WHY IT MATTERS TO YOU

- Largest legal payloads means increased route efficiency
- Fewer trips to the landfill yields great productivity

### FASTEST LOAD TIME

6



The Curotto-Can has unprecedented load time.

### BENEFIT

Just four to five seconds from wheel-stop to wheel-go, versus 12-18 seconds for ASLs.

### WHY IT MATTERS TO YOU

- Allows for maximum collection in shorter periods of time
- Shorter loading cycle means increased productivity

### MUCH MORE MANEUVERABLE

7



The Curotto-Can makes collection a breeze.

### BENEFIT

Significantly faster around cul-de-sacs and parked vehicles.

### WHY IT MATTERS TO YOU

- Less backing events means eyes stay forward
- Reduces unnecessary time between stops which increases productivity

### FULLY CUSTOMIZABLE CAN

8



Lots of options to choose from.

### BENEFIT

Auto cover to reduce spillage, side brush kit keeps hopper sealed during transit, front light kit increases visibility.

### WHY IT MATTERS TO YOU

- Versatile vehicle meets your needs

## Purchase your Heil unit through NJPA\*

National Joint Powers Alliance (NJPA) has awarded Heil Co. a nationally bid contract for "Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services".



Through the Heil Co. Contract (112014-THC), NJPA members can purchase any of Heil's line of mobile refuse collection vehicles, including automated carry cans from Curotto-Can, without having to create a RFP and send the project through a duplicate bid process. By using the existing nationally bid contract, Members can receive the products they need more quickly and cost effectively.

Best of all, membership in NJPA is free! Qualified agencies can join online via NJPA website at [www.njpacoop.org](http://www.njpacoop.org).

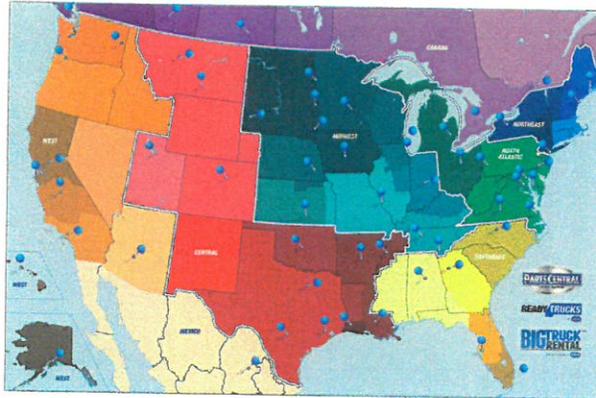
To find out more about purchasing Heil mobile refuse collection vehicles via the Heil Co. NJPA contract, please contact your Heil local dealer.

## Trust Heil Certified OEM and aftermarket parts



Heil Certified OEM parts are the most reliable replacement parts for Heil refuse collection vehicles. They're made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the bodies. This means that they fit perfectly every time. Heil uses only the highest-quality materials for parts that last — minimizing costly downtime. For more information on parts, please call 800.528.5308.

2030 Hamilton Place Blvd., Suite 200, Chattanooga, TN 37421  
866.FOR.HEIL (866.367.4345) • Fax: 423.855.3478 • [www.heil.com](http://www.heil.com)



## Rely on experienced local support

When you buy from Heil, you gain the aftermarket support of the industry's strongest network of dealers in North America. We stand behind our products, so you get the support you need for the life of those products. Our dealers are also trained to help you find the best product for your particular route needs.

To find the dealer nearest you, visit our website at [www.heil.com](http://www.heil.com) and click on "Dealer Locator."

## Rent a Heil unit from Big Truck Rental

There are many reasons why renting your refuse trucks may be the perfect solution compared to purchasing vehicles for your fleet. Heil is pleased to partner with Big Truck Rental to offer short- and long-term rental options on our most popular refuse collection models, including front loaders, rear loaders, automated side loaders, and roll-off hoists.

Call your local Heil Dealer for more information or visit [www.bigtruckrental.com](http://www.bigtruckrental.com).



## Choose your DuPont® finish

### Proven paint process

At Heil, we recognize that a quality paint finish requires a quality process and application. We have reviewed and refined our paint procedures to fully utilize the optimal characteristics of the paint and provide the finish and durability expected of Heil products. Heil uses a detailed process which includes:

1. Body surface prep
2. Joint sealer
3. Component powder-coating
4. Undercoating
5. DuPont paint

DuPont is the leader in commercial finishes, and Heil proudly uses DuPont primer and paint on all our refuse collection vehicles. Our priming and painting processes provide optimal adherence, durability, and corrosion resistance.

## Count on the Lowest TCO

Refuse and recycling collection vehicles are our passion, and we apply tremendous resources to advance our product and service offerings to improve the profitability of your business and provide the lowest Total Cost of Ownership and the maximum return on your investment. You can be confident that choosing Heil equipment brings a long-term partnership with the industry leader.

CONTACT YOUR LOCAL DEALER

**Bell Equipment Co.**

850 Science Blvd.  
Gahanna, OH 43230  
(614) 655-0022  
Fax (614) 655-0023  
[www.bellequip.com](http://www.bellequip.com)



A DOVER COMPANY



January 2, 2024

Subject: **Heil Environmental Authorized Dealer Representation**

To Whom It May Concern:

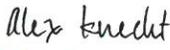
As of the date of this letter, Bell Equipment Company is an authorized dealer for Heil Environmental. Bell Equipment Company's geographical Area of Responsibility ("AOR") includes the following States:

- Ohio
- Michigan

Accordingly Bell Equipment Company is responsible for both, sales and support (including but not limited to factory-authorized warranty work and sale of Heil service parts) for all Heil products in the States listed above.

There are no other Heil-authorized dealers in the States listed above for Original Equipment Manufacturer ("OEM") parts for our Products.

Respectfully,

DocuSigned by:  
  
91BA05A63046465...  
Alex Knecht

Director of Compliance; Counsel

# Chassis Specification

02/21/2024

		Description	Front Weight	Rear Weight
<b>AUTOCAR TRUCKS</b>				
O	ENG0001	<b>ENGINEERING GROUP IDENTIFIER</b>	AUTOCAR ENGINEERING	0 0
S	0040002	<b>MODELS</b>	ACX64	10,431 6,154
O	5000003	<b>CAB SHELL</b>	DUAL DRIVE LH AND RH SIT	34 -9
O	100U001	<b>CUSTOMER TYPE</b>	MUNICIPAL	0 0
<b>VEHICLE ADAPTATION</b>				
S	114010	<b>COUNTRY OF USE</b>	UNITED STATES STD MARKET ADAPTATION	0 0
O	C03500	<b>TERRITORY</b>	EPA	0 0
<b>SOLUTION</b>				
O	C04001	<b>BODY COMPANY</b>	HEIL	0 0
O	C02002	<b>BODY TYPE</b>	RESIDENTIAL FRONT END LOADER	0 0
S	C070001	<b>FUEL SYSTEM TYPE</b>	DIESEL	0 0
O	C001069	<b>TRUCK TYPE (WRENCH CODE)</b>	FEL, HEIL, COMMERCIAL/RESIDENTIAL, WB 186, TAG@85, DIESEL WITH SERVICE HOIST	0 0
O	C061013	<b>BODY STYLE</b>	HEIL ODYSSEY HP	0 0
O	C05040	<b>TOTAL BODY CAPACITY - BODY/HOPPER</b>	40 YARD	0 0
O	C090004	<b>AXLE QUANTITY</b>	4 AXLE	0 0
O	C080002	<b>REAR SUSPENSION TYPE</b>	AIR RIDE REAR SUSPENSION	0 0
O	C01003	<b>APPLICATION</b>	REFUSE - LANDFILL	0 0
O	C11001	<b>BODY COMPANY SERVICE OPTION</b>	SERVICE HOIST	0 0
O	D010200	<b>FRONT GAWR</b>	20000 LBS	0 0
O	D020460	<b>REAR GAWR</b>	46000 LBS	0 0
O	D030110	<b>TAG AXLE GAWR</b>	11000 LBS (TIRE LIMITED)	0 0
O	D100770	<b>GVWR</b>	77000 LBS	0 0
<b>ENGINE</b>				
S	1012102	<b>ENGINE ASSY</b>	L9, 360HP / 2200RPM / 1150 LB- FT, CUMMINS	0 0
O	972A1000	<b>SPECIAL EMISSION CERTIFICATION LABELS</b>	EPA CLEAN IDLE LABEL (DIESEL)	0 0
S	9722024	<b>CERTIFICATION-EMISSIONS</b>	MY2024 ENGINE	0 0
S	972B001	<b>ZEV PENALTY</b>	NO PENALTY	0 0

S	4460001	FUEL TYPE	ULTRA-LOW SULPHUR DIESEL FUEL REQUIRED	0	0
<b>ENGINE EQUIP</b>					
S	128071	ENGINE CONTROL SPECIFICATIONS	DEFAULT SPECS	0	0
S	1290004	ENGINE ELECTRONICS	CUMMINS 500K COMMUNICATION	0	0
O	1310006	BRAKE-ENGINE	CUMMINS VGT EXHAUST BRAKE	1	0
O	4382006	FILTER-FUEL, CHASSIS MOUNTED	FLEETGUARD FS20121 F/W SEPARATOR W/HEATER AND PROBE AND DASH LIGHT	0	0
S	1700001	FILTER-FUEL, ENGINE MOUNTED	SECONDARY SPIN-ON FILTER, REMOTE MTD.	0	0
O	1760001	ENGINE OIL SAMPLING PROVISION	ENGINE OIL SAMPLING PORT	1	0
O	180024	ENGINE BLOCK HEATER	PHILLIPS 120V 1000 WATT	5	0
O	1810003	HEATER RECEPTICAL LOCATION-ENGINE	RECEPTACLE LOCATED AT CAB STEPS, RH SIDE	0	0
S	2080001	FAN & DRIVE-ENGINE	2-SPEED FAN	0	0
S	2120003	RADIATOR SURGE TANK	STANDARD SURGE TANK W/ SIGHT GLASS	0	0
O	2200002	AIR CLEANER	15" ONE STAGE EPG CLEANER W/SAFETY ELEMENT DONALDSON	3	0
S	226001	AIR INTAKE RAIN CAP	BLACK, HOOD TYPE	0	0
O	2302001	MUFFLER SYSTEM	LH VERT HORIZ DPF/SCR	0	0
S	2310003	EXHAUST SHIELDS	DPF & SCR SHIELDS	0	0
S	2322001	EXHAUST STACKS	90 DEGREE SIDE OUT DIFFUSER	0	0
O	234001	EXHAUST RAIN CAP	SINGLE	1	0
S	115A200	TURBO HEAT SHIELD	TURBO HEAT SHIELD	0	0
S	2390002	UREA DELIVERY SYSTEM	OVER-FENDER MTD., LH SIDE, 10 GAL. CAPACITY	0	0
S	5300001	ENGINE/EXHAUST COVER	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD	0	0
S	700026	AIR COMPRESSOR	CUMMINS WABCO 18.7 CFM COMPRESSOR	0	0
S	8200003	STARTING MOTOR	DELCO REMY 12V 39 MT W/OCF	0	0
S	8020004	ALTERNATOR	DELCO REMY 36SI 12V 160 AMP	13	0
O	P020002	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUT DOWN DISABLED	0	0
S	P030001	CRUISE CONTROL PARAMETER	CRUISE CONTROL ENABLED	0	0

S	P630006	MAX VEHICLE SPEED - PTO MODE	MAX VEHICLE SPEED IN PTO MODE = 6 MPH	0	0
S	P641200	RPM PTO MODE	1200 RPM MAX IN PTO	0	0
S	P701200	PTO SET SWITCH	PTO SET SWITCH = 1200 RPM	0	0
S	P711000	PTO RESUME SWITCH	PTO RESUME SWITCH = 1000 RPM	0	0
S	204B001	COOLANT HOSE HEAT SLEEVE	STANDARD HEAT SLEEVE	0	0
S	P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LIMIT 65MPH	0	0

**TRANSMISSION**

S	2580003	VOCATION	RDS REFUSE - VOC 400-XXX	0	0
O	2690019	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL & SERVICE BRAKE, VP170	0	0
S	26A0001	TRANSMISSION SHIFT SCHEDULE / FUEL SENSE	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0	0
S	PT10001	TRANS DIRECTION CHANGE SHIFT INHIBIT	SHIFT INHIBIT ENABLED	0	0
S	27P0000	TRANSMISSION RETARDER AUDIBLE ALARM	NO TRANSMISSION RETARDER AUDIBLE ALARM	0	0
O	2700028	TRANSMISSION	ALLISON 4500 SERIES,6-SPEED	384	59
S	287A200	TRANSMISSION BREATHER	TRANSMISSION REMOTE BREATHER	0	0
S	284016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS	0	0
S	286005	COOLER-TRANSMISSION OIL	OIL TO WATER TYPE	0	0
O	2900004	TRANSMISSION OIL FILL/CHECK	TRANS FLUID WITH DIPSTICK AND THREADED OIL SAMPLE PORT	1	0
O	300013	DRIVESHAFT-MAIN	SPICER 1810HD HALF ROUND	5	10
O	3170007	PTO-TRANSMISSION MOUNTED	CHELSEA 890 / 897 PTO CLEARANCE (PREP ONLY)	5	0

**FRONT AXLE**

O	3700011	FRONT AXLE	DANA D-2200W STEER AXLE, 22,000 LB CAPACITY	0	0
S	3690005	FRONT AXLE POSITION	52.5 INCHES	0	0
O	3710003	FRONT SUSPENSION	10200 LB TAPER LEAF REDUCED RIDE HEIGHT, 22000 LB GROUND CAPACITY	-90	5
O	371T01	SUSPENSION, FRONT AUX	AUX LOAD CUSHION	10	0
S	373002	SHOCK ABSORBERS-FRONT	DOUBLE ACTING SINGLE - HEAVY DUTY	0	0
S	904011	HUBS-FRONT	STEEL HUB PILOTED,285MM BOLT CIRCLE	0	0

O	9402005	WHEEL OIL SEALS-FRONT	STEMCO DISCOVER XR SEAL WITH ZIP-TORQ NUT	0	0
O	9210002	HUB CAPS - FRONT AXLE	STEMCO TRADITIONAL, ALUM.	-1	0
S	374002	FRONT AXLE LUBRICANT	SYNTHETIC,DANA SPICER EP75W90,OR EQUIV	0	0
O	7510011	BRAKES-FOUNDATION, FRONT AXLE	MERITOR EX - 225 AIR DISC BRAKES XXXX	0	0
O	755998	DUST SHIELDS - FRT BRAKES	NO FRONT BRAKE DUST SHIELDS PROVIDED	-1	0
O	9010003	BRAKE DRUM-FRONT	ROTORS - CAST IRON, VENTED, INBOARD MTD	0	0
O	383107	STEERING GEAR	INTEGRAL POWER STEERING W/LEFT HAND RAM	0	0
S	387003	POWER STEERING RESERVOIR	FOUR QUART REMOTE MOUNTED	0	0

**REAR AXLE**

O	330444	REAR DRIVE AXLE-SINGLE & TANDEM	MERITOR RT46-160 46,000 LB	0	430
S	330U98	REAR AXLE LUBE PUMP	NO LUBRICATION PUMP	0	0
O	331538	REAR DRIVE AXLE RATIO	5.38	0	0
O	3500014	REAR SUSPENSION	HENDRICKSON PAX-EX-462, AIR RIDE @ 54", 46,000 LB CAP	0	223
O	357001	REAR SUSPENSION AIR CONTROL	DASH MOUNTED DUMP VALVE	0	0
S	358005	TORQUE RODS	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED	0	0
O	359006	SHOCK ABSORBERS-REAR	FOR AIR SUSPENSION	0	0
S	9130001	HUBS-REAR	IRON HUB, HP 10 STUD	0	0
S	3400001	REAR AXLE BREATHER	STANDARD AXLE BREATHER	0	0
O	9412006	WHEEL OIL SEALS-REAR	STEMCO DISCOVER XR SEAL WITH ZIP-TORQ NUT	0	0
O	7610011	BRAKES-FOUNDATION, REAR AXLE	MERITOR EX - 225 AIR DISC BRAKES XXXX	0	-150
O	764998	BRAKE SLACK ADJUSTERS -REAR AXLE	NO REAR SLACK ADJUSTERS PROVIDED	0	0
O	765998	DUST SHIELDS - REAR BRAKES	NO REAR AXLE DUST SHIELDS PROVIDED	0	-2
O	7810002	BRAKE CHAMBERS-PARKING, TYPE/VENDOR	STANDARD - DISC BRAKES	0	0
O	9100003	BRAKE DRUM-REAR	ROTORS - CAST IRON, VENTED, INBOARD MTD.	0	0

**AUXILIARY AXLES**

O	3T12002	TAG AXLE #1	HENDRICKSON COMPOSITILITE EXS STEERABLE TAG, 13500 LBS CAPACITY	-167	821
O	3T1E001	TAG AXLE STEER LOCKS	AUX. LIFT AXLE STEER LOCKS	0	2
O	3TS0058	TAG AXLE #1 SPACING	58" SPREAD	0	0
O	9T10001	TAG AXLE HUBS	STEEL HUBS, 11.25" BOLT CIRCLE	0	0
O	9T62002	TAG AXLE WHEEL SEALS	STEMCO VOYAGER SEAL WITH ZIP-TORQ NUT	0	0
O	9T80001	TAG AXLE HUB CAPS	CR ZYTEL HUB CAPS	0	0
O	7T20004	TAG AXLE BRAKES	HENDRICKSON INTEGRAL 15X4	0	0
O	7T40001	TAG SLACK ADJUSTER	XXXX MERITOR AUTOMATIC	0	0

**BRAKES**

S	729002	AIR LINES-PARKING BRAKE, CHASSIS	AIR LINES CHASSIS PARK BRAKE	0	0
O	7412006	BRAKE CONTROL SYSTEM	WABCO ABS 6S6M W/PLC AND ATC MOUNTED IN CAB	0	0

**CHASSIS**

O	400186	WHEELBASE	186 INCHES	-34	-44
S	402104	FRAME-REAR OVERHANG	104"	0	0
S	403012	FRAME RAILS	3/8" VARIABLE DROP STEEL, EXT B	0	0
S	406001	FRAME-REAR CUT-OFF	STRAIGHT	0	0
S	4070004	FRAME-FRONT EXTENSION	ACX STANDARD FRONT END	0	0
S	409002	FRAME CROSSMEMBER- CENTER	ALUMINUM ORIENTATION B	0	0
S	4110002	FRAME CROSSMEMBER- END CLOSING	ALUMINUM MEMBER-IF REQUIRED	0	0
S	460001	BUMPER-FRONT	STEEL PAINTED	0	0
O	4682000	GUARD-OIL PAN	ENGINE OIL PAN GUARD - STEEL	0	0
S	480002	TOWING DEVICE-FRONT	TWO REMOVABLE TOW PINS	0	0
S	8742000	WIRING, BODY INTERFACE	RP 170 COMPLIANT	0	0
O	430998	FUEL TANK-LEFT	DELETE LHS FUEL TANK	-29	-59
O	431042	FUEL TANK-RIGHT	75 GAL 26" DIA POLISHED ALUMINUM	29	59
O	431R001	FUELTANK FILL RHS	REAR FILL FUEL TANK, RHS	0	0
O	441008	FUEL TANK STRAP/ SUPPORT RIGHT	STAINLESS STEEL, RH	0	0
O	4480004	RH FUEL TANK SPACERS	RH FUEL TANK SPACED 2", DROPPED 4"	7	5

O	4290003	<b>DRILLING FUEL TK SUPT- RIGHT</b>	FUEL TANK RHS LOCATION - SPEC DRIVEN	0	0
S	436015	<b>FUEL LINES</b>	SAE J1402A1 WIRE BRAIDED	0	0
O	8120007	<b>BATTERY BOX</b>	STEEL BOX W/ ALUM LID, 3 BATTERY, LHS	-10	0
O	8160006	<b>BATTERY BOX SPACERS</b>	BATTERY BOX SPACED 2", DROPPED 8"	7	2
O	8090003	<b>BATTERY BOX DRILLING</b>	BATTERY BOX LOCATION - SPEC DRIVEN	0	0
S	810089	<b>BATTERY</b>	3 JOHNSON CONTROL 31ECL 12V 2250CCA	0	0
O	8140003	<b>BATTERY SHUT-OFF SWITCH</b>	SHUTOFF W/ LOCKOUT & EMERGENCY JUMPER STUDS	5	2
O	7110002	<b>AIR TANK-BRAKE</b>	ALUMINUM AIR TANKS	-15	-31
O	7090003	<b>AIR TANK DRILLING</b>	AIR TANKS LOCATION SPEC DRIVEN	0	0
O	7380001	<b>EMERGENCY AIR SYSTEM CHARGING</b>	SCHRADER VALVE, WET TANK MTD	1	0
O	7152001	<b>WET TANK DRAIN</b>	WABCO DV-2 AUTOMATIC W/ HEATER	0	0
O	715T003	<b>AIR RESERVOIR DRAIN SYSTEM</b>	CENTRAL MANIFOLD W/ PETCOCKS	2	2
S	7130001	<b>AIR DRYER</b>	WABCO 1800P W/HEAT	0	0
O	7100008	<b>AIR DRYER DRILLING</b>	AIR DRYER MTD OUTSIDE RAIL, RHS, SPEC DRIVEN	0	0
S	724001	<b>AIR LINES-CAB</b>	SAE J844 NYLON TUBING	0	0
<b>CAB EXTERIOR</b>					
S	4510001	<b>STEP-CAB ACCESS, CAB MOUNTED</b>	DUAL SELF CLEANING CAB ENTRANCE STEPS	0	0
S	502001	<b>CAB DOORS</b>	STEEL	0	0
O	5120001	<b>POWER WINDOWS</b>	DUAL INTERNAL REGULATOR POWER WINDOWS	4	0
O	5140001	<b>CAB GUARD FRONT</b>	XPEDITOR CAB GUARD	27	-8
O	6220019	<b>MIRRORS-DUAL WEST COAST</b>	MIRROR, CHROME, HTD, REMOTE, W / LWR HTD CONVEX	0	0
O	6230007	<b>MIRRORS-AUXILIARY HIGH MOUNT</b>	HIGH MOUNT 8" CONVEX, CHROME	0	0
S	630026	<b>HORN-AIR</b>	TWIN MOUNTED UNDER CAB	0	0
O	631002	<b>HORN-ELECTRIC</b>	DUAL	1	0
O	661002	<b>CAB TILT MECHANISM- C.O.E.</b>	HYDRAULIC TILT WITH AIR ASSIST	20	0
O	6720004	<b>GRILLE</b>	CHROMED AUTOCAR GRILLE	0	0
S	675001	<b>BUG SCREENS</b>	BUG SCREEN MOUNTED BEHIND GRILLE	0	0
O	693002	<b>UNDERCOAT</b>	CAB CORROSION INHIBITOR	0	0

**CAB INTERIOR**

S	3800001	STEERING WHEEL	16" DIA. WHEEL, 2 SPOKE	0	0
O	381001	STEERING COLUMN	FIXED POSITION	-1	0
O	5202002	SEAT-DRIVER	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR	0	0
O	5212002	SEAT-PASSENGER	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR	0	0
S	5222000	SEAT BELTS-DRIVER	THREE POINT RETRACTABLE, W/O COMFORT LATCH	0	0
S	5232000	SEAT BELTS-PASSENGER	THREE POINT RETRACTABLE, W/O COMFORT LATCH	0	0
O	5260002	SEAT INSERT	MODURA, ASPHALT COLOR	0	0
O	5380001	CARPET & MAT	DIAMOND PLATE FLOORING - BOTH SIDES	8	4
S	5500001	CENTER CONSOLE	CENTER CONSOLE	0	0
O	5510002	REAR CONSOLE	REAR CONSOLE W/ WIRE FRAME STORAGE CONTAINER	2	0
O	5472000	INSULATION-CAB THERMAL	THERMAL INSULATION KIT FOR CAB (EXTREME)	0	0
S	5942001	CIGAR LIGHTER	ONE (1) POWER PORT AND ONE (1) USB POWER PORT	0	0
O	5952000	CAMERAS	3RD EYE CAMERA PREP (CAB AND CHASSIS)	0	0

**CAB CLIMATE CONTROL**

S	0602001	CAB TEMPERATURE SYSTEM	AIR COND INTEGRAL WITH HEATER/DEFROSTER (GHG)	0	0
S	612001	AIR CONDITIONER CONDENSER	STANDARD (RADIATOR MOUNTED)	0	0

**GAUGES & INSTRUMENTATION**

S	0572001	INSTRUMENTS SALES PKG	ADVANCED DIAGNOSTIC DISPLAY - V1	0	0
S	1430001	TRUCK ELECTRICAL CONTROL MODULE	VEHICLE CONTROL UNIT	0	0
S	1362000	TACHOMETER/RPM TACHOGRAPH	ELECTRONIC TACHOMETER	0	0
S	1372000	GAUGE-HOURMETER	HOURMETER INCLUDED IN ON BOARD DISPLAY	0	0
S	225009	AIR INTAKE RESTRICTION INDICATOR	GRADUATED, AIR CLEANER MOUNTED	0	0
S	4390001	GAUGE-FUEL LEVEL	ELECTRONIC FUEL LEVEL	0	0
S	5712003	GAUGE PANELS	ALL GAUGES IMPERIAL	0	0

S	1472001	<b>VEHICLE MONITORING SYSTEM</b>	AUTOCAR ADVANCED TELEMATICS - FULL INSTALLATION	0	0
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**LIGHTING**

S	8360003	<b>LAMPS-HEAD</b>	LED HEADLAMPS	0	0
O	8410003	<b>LAMPS-TURN SIGNAL - FRONT</b>	LED TURN SIGNALS, FRONT END LOADER PACKAGE	1	0
S	8510002	<b>LAMPS-MARKER</b>	AMBER LED ROOF MARKERS	0	0
O	8520001	<b>LAMPS-PARKING</b>	CORNER MARKER LAMP WIRED TO BATTERY SHUT OFF	1	0
S	859001	<b>LAMPS-RUNNING</b>	DAYTIME	0	0
O	8660001	<b>LAMPS-SPOT</b>	RFEL LIGHT PREP MOUNTED TO CAB GUARD	3	0
S	8700001	<b>CIRCUIT PROTECTION DEVICE</b>	AUTO CIRCUIT BREAKERS	0	0

**RADIO/MISC**

O	509002	<b>KEY &amp; LOCK SETS-IGN/DOORS</b>	DOOR & IGNITION SAME - SAME FOR FLEET - D324	0	0
O	509Q2002	<b>KEY QTY.</b>	2 ADDITIONAL KEYS PER TRUCK (4 TOTAL)	0	0
O	5902002	<b>RADIO</b>	AM/FM/USB/MP3/WB/BT	0	0
O	59A0002	<b>RADIO MOUNTING LOCATION</b>	RADIO MOUNTED IN RHS HEADLINER	0	0
O	5910002	<b>ANTENNA/POWER SUPPLY</b>	ANTENNA - ROOF MOUNTED	0	0
O	596005	<b>RADIO SPEAKERS</b>	2 DUAL CONE SPEAKERS	0	0
O	9620002	<b>FIRE EXTINGUISHER</b>	EMPTY STORAGE COMPARTMENT UNDER SEAT	0	0

**FRONT TIRES / WHEELS**

S	9312009	<b>TIRE MANUFACTURER &amp; TREAD - FRONT</b>	BRIDGESTONE M870	0	0
S	930469	<b>TIRE SIZE &amp; LOAD RANGE - FRONT</b>	315/80R22.5L	0	0
O	9052003	<b>WHEELS-DISC FRONT</b>	22.5X9.0" ALUMINUM, 3.12" INSET, ACCURIDE	0	0

**REAR TIRES / WHEELS**

O	9342020	<b>TIRE MANUFACTURER &amp; TREAD - REAR</b>	GOODYEAR ARMOR MAX MSA	0	0
S	933062	<b>TIRE SIZE &amp; LOAD RANGE - REAR</b>	11R22.5H	0	0
O	9142005	<b>WHEELS-DISC REAR</b>	22.5X8.25" ALUMINUM, 5.7" INSET, ACCURIDE	0	0

**AUXILIARY AXLE TIRES**

O	9T50028	<b>TAG AXLE TIRE TREAD</b>	BRIDGESTONE R250ED	0	0
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O	9T4111	TAG AXLE TIRE SIZE	255/70R22.5H	0	0
O	9T22005	TAG AXLE WHEELS	22.5X8.25" ALUMINUM, 5.7" INSET, ACCURIDE	0	0

**PAINT**

S	950001	CAB PAINT SCHEME	SINGLE COLOR PAINT	0	0
S	9550001	CAB PAINT TYPE	STANDARD WHITE	0	0
S	9801002	CAB COLOR-FIRST	APPROVED --- DPSS-N0007EX --- STANDARD WHITE N0007	0	0
S	9861U1	CHASSIS COLOR	BLACK P3036	0	0
S	987949	BUMPER COLOR	SAME AS CHASSIS,UNPAINTED ALUM OR CHROME	0	0
S	988401	DISC WHEEL OR RIM COLOR	STEEL, E-COAT WHITE / ALUM-UNPAINTED	0	0

**ADDITIONAL OPTIONS**

S	899002	CHASSIS WARRANTY	STANDARD WARRANTY	0	0
O	899A203	TRANSMISSION WARRANTY	ALLISON 5YR. EXT WARRANTY	0	0
O	899B419	ENGINE WARRANTY	2024 L9_EPA_PD1_5 Years / 150,000 Miles_PP1_Matrix: 232160	0	0
O	899K330	EXHAUST AFTERTREATMENT EXTENDED WARRANTIES	2024 L9_EPA_AT3_5 Years / 150,000 Miles_Matrix: 234546	0	0
S	978015	FLOOR PLAN	15 DAYS FLOORING	0	0

**OTHERS**

S	9722024	CERTIFICATION- EMISSIONS	MY2024 ENGINE	0	0
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**SUB TOTALS**

BASE WEIGHT	10,431	6,154
FACTORY OPTION WEIGHT	233	1,321
DISTRIBUTOR OPTION WEIGHT	0	0

**TOTALS**

TOTAL WEIGHT (LB)	10,664	7,475	18,139
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02/21/2024

## ***GAWR, GVWR & Tire Pressure***

<b>GVW Rating – 77,000#</b>			
<b>Front GAWR</b>	<b>20,000#</b>	<b>Rear GAWR</b>	<b>46,000#</b>
Front Suspension	22,000#	Rear Suspension	46,000#
Front Wheels	20,400#	Rear Wheels	59,200#
Front Tire Size And Tread	20,000#	Rear Tire Size And Tread	48,000#
Front Brakes	20,000#	Rear Brakes	46,000#
Front Axle	22,000#	Rear Axle	46,000#
<b>Tag 1 GAWR</b>	<b>11,000#</b>		
Tag 1 Wheels	14,800#		
Tag 1 Tire Size And Tread	11,000#		
Tag 1 Axle	13,500#		
<b>PSI</b>			
Front PSI	130.0	Rear PSI	105.0
Tag 1 PSI	120.0		

# CITY OF BEACHWOOD

## INTER-OFFICE MEMORANDUM

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**TO:** Alec Isaacson, Council President  
Danielle Shoykhet, Council Vice President

**FROM:** Justin B. Berns, Mayor

**DATE:** March 7, 2024

**SUBJECT:** **CHANGEABLE COPY SIGN**

Bids were received on February 29, 2024 for installation of the changeable copy sign on the corner of Fairmount and Richmond. After reviewing all accepted bids, Archer Sign Corp was deemed the lowest and best bidder. The provided quote from Archer Sign Corp is for the base bid amount of \$174,860.75 which includes an 8 MM electric message center. Attached for your review are the bid documents.

Thank you for your consideration.

cc: Todd Hunt, Law Director  
Larry Heiser, Finance Director  
Derek Schroeder, Community Services Director  
Chris Arrietta, Public Works Director  
Tina Turick, City Administrator  
Whitney Crook, Clerk of Council

AN ORDINANCE ACCEPTING A CERTAIN BID FROM ARCHER SIGN CORPORATION, FOR PURCHASE AND INSTALLATION OF A CHANGEABLE COPY SIGN; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, four (4) bids were received by the Clerk on February 29, 2024, for Purchase and Installation of a Changeable Copy Sign, pursuant to advertising for competitive bidding as required by law; and

WHEREAS, the base bid of Archer Sign Corporation, in an amount not to exceed One Hundred Seventy-Four Thousand Eight Hundred Sixty Dollars and Seventy-Five Cents (\$174,860.75), was the lowest and best base bid received; and

WHEREAS, the Mayor has recommended that Council accept the base bid of Archer Sign Corporation.

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 Mayor Berns, the base bid of Archer Sign Corporation is found to be the lowest and best base bid received for Purchase and Installation of a Changeable Copy Sign, in an amount not to exceed One Hundred Seventy-Four Thousand Eight Hundred Sixty Dollars and Seventy-Five Cents (\$174,860.75).

Section 2: The Mayor is authorized to enter into a contract on behalf of the City of Beachwood, Ohio with said Company.

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

Section 4: This Ordinance is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason that the work may begin 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 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 18<sup>th</sup> day of March, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 19<sup>th</sup> day of March, 2024 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

# City of Beachwood

BID OPENING

**DAY/DATE:** 2 / 29 / 2024  
*month/day/y ear*

**TIME:** 1:00 P.M.

**LOCATION HELD:** Conference Room A

**FOR {ITEM OR PROJECT):**

**BIDDERS FOR PURCHASE AND INSTALLATION OF A CHANGEABLE COPY SIGN**

**PERSON OPENING BIDS:**

Whitney Crook, Clerk of Council

<u>BIDDER NAME</u>	<u>BID BOND</u> <i>(Properly Executed &amp; Signed)</i>	<u>NON-COLLUSION</u> <u>AFFIDAVIT</u> <i>(Properly Executed)</i>	<u>BID AMOUNT</u>
<u>Ruff Neon Signs</u>	✓	✓	\$236,480.50 (8MM) - Base \$232,761.76 (10MM) - Alternate
<u>Ellet Neon Sign</u>	✓	✓	\$228,822.00 (8MM) - Base \$-3,700.00 (10MM) - Alternate
<u>Archer Sign Corp</u>	✓	✓	\$174,860.75 (8MM) - Base \$-3,718.75 (10MM) - Alternate
<u>Blink Signs</u>	✓	✓	\$189,061.98 (8MM) - Base \$185,091.23 (10MM) - Alternate

## INVITATION TO BID LEGAL NOTICE

Sealed bid proposals will be received by the Clerk of Council of the City of Beachwood, Cuyahoga County, Ohio, at the City of Beachwood City Hall Front Desk, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 **until 1:00 P.M. local time, on Thursday, February 29, 2024** for the work designated below (the “Work”). The bids will be publicly opened immediately thereafter and read in Conference Room A.

### **Purchase and Installation of a Changeable Copy Sign**

Each bid must contain the following:

- The full name and names of the party or parties; and
- Fully Executed Non Collusion Affidavit; and
- In the case of a corporation not chartered in Ohio, with a proper certificate that such corporation is authorized to do business in Ohio (Articles of Incorporation – listing principals); and
- Be accompanied by a certified or cashiers’ check on a solvent bank made payable to the order of the City of Beachwood in an amount not less than ten percent (10%) of the total amount of the bid, or by a bid bond equal to ten percent (10%) of the total amount of the bid, drawn in favor of the Clerk of Council of the City of Beachwood; and
- Evidence of General Liability Insurance from a company licensed by the State of Ohio in the amount of One Million Dollars (\$1,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy; and
- Evidence of Workers’ Compensation coverage.

The bid check or bid bond will be held as a guarantee that, if the bid proposal is accepted, a contract will be entered into between the bidder and the City of Beachwood, and if not, the amount represented thereby, shall be forfeited to the City of Beachwood as liquidated damages. A Performance Bond in the amount or anticipated amount of the contract shall be provided prior to the Contract Execution.

A Pre-Bid Meeting will be held on February 20, 2024 at 2 PM at Beachwood City Hall.

If the bidder is a Minority Business Enterprise or a Women’s Business Enterprise, please provide a Certification Letter with the Bid Documents.

Copies of the Specifications, Instructions to Bidders, Forms of Proposals and other contract documents are on file at the office of the Clerk of Council of the City of Beachwood. Please contact the Clerk of Council via email at [Whitney.Crook@BeachwoodOhio.com](mailto:Whitney.Crook@BeachwoodOhio.com) to obtain these documents. Questions must be submitted in writing via email to the Mayor’s Executive Assistant, Brittany Rutkowski at [Brittany.Rutkowski@BeachwoodOhio.com](mailto:Brittany.Rutkowski@BeachwoodOhio.com).

Each bidder must ensure that all employees and applicants for employment are not discriminated against because of their race, creed, color, sex, national origin or disability. The City of Beachwood is an Equal Opportunity Employer and encourages Minority Business Enterprises, Women Business Enterprises and Small Business Enterprises to submit bids or Proposals for this project.

The City of Beachwood reserves the right to consider criteria other than price, to reject any and all proposals and to waive any informality in the bids received. Council will accept the lowest and best bid in accordance with law.

Whitney M. Crook, Clerk of Council City of Beachwood, Ohio

**Council Authorized to bid on: February 5, 2024**

**To be published in the Sun News: February 8, 2024 and February 15, 2024**

**CONTRACT WITH ARCHER SIGN CORPORATION FOR PURCHASE AND INSTALLATION OF A CHANGEABLE COPY SIGN; AND DECLARING THIS TO BE AN URGENT MEASURE**

---

This Contract is entered into by and between Archer Sign Corporation, 1917 Henry Avenue SW, Canton, Ohio 44706 ("Contractor") and the CITY OF BEACHWOOD, OHIO, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WHEREAS, the Clerk of Council, pursuant to a Motion passed by Council on **February 5, 2024**, advertised for bids for the work and/or services, hereinafter described, on **February 8, 2024 and February 15, 2024** which bids were due on or before **1:00 o'clock P.M. on Thursday, February 29, 2024**, at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, Council received the tabulation of the bids at a Public meeting held on **March 18, 2024**, at which time Council adopted **Ordinance No. 2024-** approving the bid of the Contractor to be the lowest and best base bid ("Bid") and awarding this Contract.

WITNESSETH, that in consideration of the Contractor being recommended by the Mayor and chosen by the City, and for the money considerations provided herein, the parties covenant and agree as follows:

1. Based upon the recommendation of the Mayor, and as approved by City Council, the Mayor is authorized to enter into this Contract for the Purchase and Installation of a Changeable Copy Sign with the Contractor, in an amount not to exceed One Hundred Seventy-Four Thousand Eight Hundred Sixty Dollars and Seventy-Five Cents (\$174,860.75).

2. The Contractor shall provide labor and materials for Purchase and Installation of a Changeable Copy Sign as submitted in its base bid proposal and in accordance with the City's specifications. Before commencing any work, Contractor shall submit an action plan for approval by the Beachwood Police Department showing the means the Contractor will use to comply with the Supervision and Safety requirements contained in the specifications. All work shall be completed in accordance with a time schedule approved by the Public Works Director.

3. The Contractor shall furnish the Public Works Director and City Finance Director with a record of services rendered monthly, not later than five (5) days following the end of each month of the activity on forms approved by the Finance Director.

4. The Contractor is an independent contractor, having discretion over the means, methods and details of the services to be performed consistent with the overall goals and policies of the Public Works Department of the City of Beachwood, and shall provide all equipment, materials and labor necessary to perform the services. Contractor shall provide any necessary training of its employees. Contractor shall be responsible for arranging for Workers' Compensation coverage or equivalent for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws and shall comply with all laws applicable in the City of Beachwood or the State of Ohio. Contractor shall be responsible for verifying that the most current wage rates are utilized and for any changes in the prevailing wage rates or classifications throughout its performance of this Contract.

5. The City shall be entitled to cancel this Contract upon giving a 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 City shall be entitled to terminate this Contract immediately upon a determination by the Public Works Director or Safety Director of the City that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor shall perform all work in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall operate during times approved and specified by the City.

6. Contractor shall provide labor and materials for the Purchase and Installation of a Changeable Copy Sign without any sub-contractors and will provide proper supervision and supervisory personnel in connection therewith.

7. Contractor shall furnish the City with evidence of general liability insurance from a company licensed by the State of Ohio in the amount of One Million Dollars (\$1,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy. Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the services provided under this Contract, and whether involving employee claims or third party claims.

8. 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.

9. This Contract consists of this instrument and the component parts attached hereto, all of which are incorporated herein as if fully rewritten, numbered and signed by the parties. Such documents, unless waived in writing by the Law Director, shall include, but are not limited to, plans and drawings, specifications, warranties, performance bond approved by the City Law Director, proof of satisfactory liability insurance, proof of workers' compensation coverage in accordance with the laws of Ohio, the laws of the City of Beachwood, copies of advertisement, bid tabulations and purchase orders.

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

11. In the event of dispute, the Contractor first shall be required to and shall have the right to appeal directly to the Council of the City of Beachwood, and a decision by Council shall be a condition precedent to the institution of any litigation in a court of competent jurisdiction. Any legal action arising out of this Contract shall be brought only in a court of competent jurisdiction sitting in Cuyahoga County, Ohio.

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

13. Contractor acknowledges that no modifications can be made to this Contract without prior written action and prior approval by the Mayor and City Council.

14. 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.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

ARCHER SIGN CORPORATION

CITY OF BEACHWOOD

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Justin Berns, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

---

Director of Law  
Nathalie E. Supler  
Assistant Law Director  
Matthew A. Kurz  
Assistant Law Director  
25325 Fairmount Boulevard  
Beachwood, Ohio 44122  
216-595-5462  
Date: \_\_\_\_\_

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 ARCHER SIGN CORPORATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



1917 HENRY AVE. SW. CANTON, OH 44706 · 330-455-9995 · www.archersign.com

CITY OF BEACHWOOD – Digital Monument Sign  
SUMMARY PAGE

2/29/2024

**BASE BID GRAND TOTAL ..... \$174,860.75**

ALTERNATE 1 – ELECTRONIC MESSAGE CENTER -10MM

**ALT 1 VOLUNTARY DEDUCT ..... (\$3,718.75)**

Deduct this amount from Base bid if this alternate is selected

ALTERNATE 2 – USE OF EXISTING FOUNDATION

**ALT 2 VOLUNTARY DEDUCT ..... (\$13,750.00)**

Deduct this amount from Base bid if this alternate is selected

ALTERNATE 3 – USE OF STANDARD LIMESTONE

**ALT 3 VOLUNTARY DEDUCT ..... (\$1,160.00)**

Deduct this amount from Base bid if this alternate is selected

ALTERNATE 4 – ALTERNATE MONUMENT MATERIALS

**ALT 4 VOLUNTARY DEDUCT ..... (\$10,000.00)**

Deduct this amount from Base bid if this alternate is selected

Please see following pages for detailed breakout of bid:



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## CITY OF BEACHWOOD – Digital Monument Sign

### BASE BID

02/29/2024

#### MASONRY MONUMENT & NEW FOUNDATION

- Quantity: 1
- OA Dimensions: 11'- 2"(h) x 26' - 10"(w) x 4'-3"(depth)
  - Stone Base: 5'-0"(h) x 25'-10"(w) x 2'-8"(depth)
    - Radius: 28'-4"
  - Limestone column: 11'-2"(h) x 3'-4"(w) x 3'-4"(depth)
  - Engraved panel: 2'-0"(h) x 9'-6"(w) x 4"(depth)
- CMU structure
- Base material: M1 - Stone Veneer
- Limestone column: M2 - Stoneply lightweight natural stone panels
  - Honed
  - Color: Cottonwood Limestone
- Engraved Panel: M2 - Stoneply lightweight natural stone
- Built on **new** concrete foundation
- Pricing includes materials and installation of masonry base and foundation

Signage ..... \$72,500.00

#### ELECTRONIC MESSAGE CENTER - 8MM

- Quantity: 1
- Cabinet Size = 5'-5"(h) x 21'-0.25"(w) x 0'-8"(depth)
- Active Display Area = 5'- 0"(h) x 21'- 0"(w)
- **Watchfire** – W8mm RGB 180x756
- Character Size: 18 lines / 151.2 characters at 3" type
- Single faced
- Custom Radius
- Color Capability: 1.2 quintillion colors
- 4G wireless with Watchfire cellular plan
- Data plan: Life of sign
- If hardwired ethernet is required additional costs may occur

Signage ..... \$67,911.25

**CUSTOM ALUMINUM SIGN BACKER**

- Quantity: 1
- OA Dimensions: 10'-9.25"(h) x 18'- 6.75"(w) x 1'-4"(depth)
  - Radius: 28'-4"
- Painted aluminum cabinet
  - Brushed aluminum
- Custom painted stripe on side
  - Capri blue
- Non-illuminated

Signage ..... **\$28,303.50**

**HALO-LIT CHANNEL LOGO**

- Quantity: 1
- OA Dimensions: 2'- 1.5"(h) x 2' – 7.75"(w) x 0'-3"(depth)
- Painted aluminum face and returns
  - Brushed aluminum
- Clear flat acrylic back
- Stud mounted
- Internal LED illumination

Signage ..... **\$1,596.00**

**INSTALLATION**

- Install (1) new EMC on new masonry base
- Install (1) new aluminum sign backer on new foundation
- Install (1) new halo-lit channel logo on limestone column

Install ..... **\$3,750.00**

**SITE SURVEY**

- Survey location for measurements, access, and photos
  - Please make notes regarding any possible access issues or additional equipment necessary
  - Take clear photos - close up and far away

Survey ..... **\$400.00**



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**EST PERMIT ACQUISITION FEE**

- ARB or planning review board meetings are additional
- Permits are additional and billed at cost
- Note: allow 2-4 weeks for permit acquisition

Additional (As required)

- Staff Time @ \$125.00/hr
- Engineered Drawings @ \$425.00/ea

Permit Acquisition..... \$400.00

**BASE BID GRAND TOTAL ..... \$174,860.75**

**NOTES:**

- Based on specs and drawings dated 12/20/2024
- Work to be completed during normal business hours
- Assumes required access for equipment and installation
- Assumes adequate power to be provided/ran to signage by others
- Sales tax is excluded
- ADA signage excluded due to lack of elevations/information
- EDGE participation excluded
- MBE, SBE, WBE, & and other minority participation is not included
- **Warranty:** 12 months against defective materials and 12 month unconditional guarantee on parts and labor.
- **Terms:** 50% advanced deposit with balance due upon completion of project. Any invoice more than 30 days old may be subject to a service charge of 1.5% per month interest on the unpaid balance.

Archer Sign Corp.  
Office 330.455.9995  
[www.archersign.com](http://www.archersign.com)



1917 HENRY AVE. SW. CANTON, OH 44706 · 330-455-9995 · www.archersign.com

**ALTERNATE 1 – ELECTRONIC MESSAGE CENTER -10MM**

- Quantity: 1
- Cabinet Size = 5'-5"(h) x 21'-0.25"(w) x 0'-8"(depth)
- Active Display Area = 5'- 0"(h) x 21'- 0"(w)
- **Watchfire** – W10mm RGB 150x630
- Character Size: 18 lines / 126 characters at 3" type
- Single faced
- Custom Radius
- Color Capability: 1.2 quintillion colors
- 4G wireless with Watchfire cellular plan
- Data plan: Life of sign
- If hardwired ethernet is required additional costs may occur

Signage ..... \$64,192.50

**ALT 1 VOLUNTARY DEDUCT ..... (\$3,718.75)**

Deduct this amount from Base bid if this alternate is selected

**ALTERNATE 2 – USE OF EXISTING FOUNDATION**

- Deduct to use existing foundation for new monument sign
- Engineering is required to green light acceptance of this alternate

**ALT 2 VOLUNTARY DEDUCT ..... (\$13,750.00)**

Deduct this amount from Base bid if this alternate is selected

**ALTERNATE 3 – USE OF STANDARD LIMESTONE**

- Deduct to use traditional locally supplied limestone of same thickness specified

**ALT 3 VOLUNTARY DEDUCT ..... (\$1,160.00)**

Deduct this amount from Base bid if this alternate is selected



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## ALTERNATE 4 – ALTERNATE MONUMENT MATERIALS

- Deduct to use stick on stone veneer in lieu of real stone and use 2” thick limestone in lieu of 4” for column and engraved panel

**ALT 4 VOLUNTARY DEDUCT ..... (\$10,000.00)**

Deduct this amount from Base bid if this alternate is selected





P.O. BOX 3967 PEORIA, IL 61612-3967  
P: (800)645-2402 E: contract.surety@rlicorp.com  
RLISURETY.COM

# BID BOND

Bond No. LSM1357644

KNOW ALL MEN BY THESE PRESENTS,

That We, Archer Corporation  
of 1917 Henry Avenue S W  
Canton, OH 44706  
as Principal, and RLI Insurance Company, of Peoria,  
Illinois, as Surety, an Illinois corporation duly licensed to  
do business in the State of Ohio, are held and firmly bound unto City of Beachwood, as Obligee, in the penal sum of  
10% of Total Amount Bid

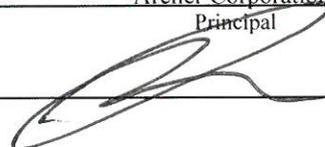
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a proposal or a bid to the Obligee on a contract for Purchase and Installation of a Changeable Copy Sign

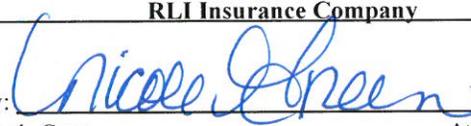
NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 29th day of February, 2024.

Archer Corporation  
Principal  
By: 



RLI Insurance Company  
By:   
Nicole Green Attorney In Fact

# POWER OF ATTORNEY

## RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Bond No. LSM1357644

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Nicole Green in the City of Richfield, State of Ohio, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, specifically for the following described bond.

**Principal:** Archer Corporation  
**Obligee:** City of Beachwood  
**Bond Amount:** 10% of Total Amount Bid

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Sr. Vice President with its corporate seal affixed this 29th day of February, 2024.

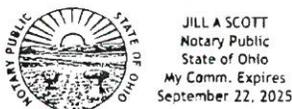


**RLI Insurance Company**  
By: Eric Raudins Sr. Vice President

State of Ohio }  
County of Cuyahoga } SS

On this 29th day of February, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott Notary Public



### CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 29th day of February, 2024.

**RLI Insurance Company**  
By: Jeffrey D. Jick Corporate Secretary

A0006221\_R\_SUBS\_BID

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

**Ohio Department of Insurance**

Mike DeWine - Governor

Judith French - Director

**Certificate of Compliance**



Issued 03/17/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

**RLI INSURANCE COMPANY**

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

- |                                   |  |
|-----------------------------------|--|
| Accident & Health                 | Guaranteed Renewable A & H               |
| Aircraft                          | Inland Marine                            |
| Allied Lines                      | Medical Malpractice                      |
| Boiler & Machinery                | Multiple Peril - Commercial              |
| Burglary & Theft                  | Multiple Peril - Farmowners              |
| Collectively Renewable A & H      | Multiple Peril - Homeowners              |
| Commercial Auto - Liability       | Noncancellable A & H                     |
| Commercial Auto - No Fault        | Nonrenew- Stated Reasons (A&H)           |
| Commercial Auto - Physical Damage | Ocean Marine                             |
| Credit                            | Other Accident only                      |
| Credit Accident & Health          | Other Liability                          |
| Earthquake                        | Private Passenger Auto - Liability       |
| Fidelity                          | Private Passenger Auto - No Fault        |
| Financial Guaranty                | Private Passenger Auto - Physical Damage |
| Fire                              | Surety                                   |
| Glass                             | Workers Compensation                     |
| Group Accident & Health           |  |

RLI INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$2,916,068,307, liabilities in the amount of \$1,508,143,147, and surplus of at least \$1,407,925,160.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith French, Director



**Admitted Assets**

Investments:	
Fixed maturities .....	\$ 1,343,631,923
Equity securities .....	1,268,806,758
Short-term investments .....	3,054,500
Real estate .....	27,014,108
Properties held to produce income .....	0
Cash and cash equivalents .....	57,699,481
Other invested assets .....	53,001,785
Receivables for securities .....	203,933
Agents' balances .....	88,924,498
Investment income due and accrued .....	10,365,084
Funds held .....	0
Reinsurance recoverable on paid losses .....	10,825,931
Federal income taxes receivable .....	1,430,379
Net deferred tax asset .....	11,010,858
Guarantee funds receivable or on deposit .....	0
Electronic data processing equipment, net of depreciation .....	755,308
Receivable from affiliates .....	0
Other admitted assets .....	39,343,761
<b>Total Admitted Assets</b> .....	<b>\$ 2,916,068,307</b>

**Liabilities and Surplus**

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses .....	\$ 830,658,551
Unearned premiums .....	354,155,024
Accrued expenses .....	97,292,026
Funds held .....	422,374
Advance premiums .....	19,971,481
Amounts withheld .....	84,822,062
Remittances and items not allocated .....	1,448,394
Dividends declared and unpaid .....	44,327
Ceded reinsurance premium payable .....	28,148,458
Payable for securities .....	2,248,339
Statutory penalties .....	785,200
Current federal & foreign income taxes .....	0
Net deferred tax liability .....	0
Borrowed money and accrued interest .....	50,036,167
Drafts outstanding .....	0
Payable to affiliate .....	33,879,630
Other liabilities .....	4,231,114
<b>Total Liabilities</b> .....	<b>\$ 1,508,143,147</b>
Surplus:	
Common stock .....	\$ 10,000,375
Additional paid-in capital .....	242,451,084
Unassigned surplus .....	1,155,473,701
<b>Total Surplus</b> .....	<b>\$ 1,407,925,160</b>
<b>Total Liabilities and Surplus</b> .....	<b>\$ 2,916,068,307</b>

State of Illinois }  
County of Peoria }

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of Ohio and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2022.

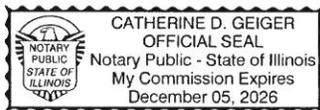
**Attest:**



{ Corporate Seal Affixed }

Craig Kliethermes President  
Olga S. Happel Assistant Secretary

Sworn to before me this 10th day of March, 2023.



{ Notarial Seal Affixed }

Catherine D. Geiger Notary Public, State of Illinois





**Bureau of Workers' Compensation**

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
00664684

Period Specified Below  
07/01/2023 to 07/01/2024

ARCHER CORPORATION  
ARCHER SIGNS & LIGHTING  
1917 HENRY AVE SW  
CANTON OH 44706-2941



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

### Ohio Bureau of Workers' Compensation

#### Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers' Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



Digital Monument Sign

# City of Beachwood

CBW1808 | DECEMBER 20, 2023

**1.0 General**

**1.1 Related Documents**

Design Intent Drawings: These drawings/specifications are for the sole purpose of visual design intent only and not intended for construction purposes.

- A. The Sign Contractor is responsible for engineering, design, construction technique, materials and installation.
- B. The Project Owner/Contract Owner shall review the shop drawings only for conformance with general design intent, and will in no way be responsible or liable for any results of construction from working drawings, materials selection, shop drawings, contract documents or other agreements other than agreement with the Owner authorizing these documents.
- C. Sign Contractor shall verify and be responsible for all dimensions and conditions shown in the Design Intent documents. If dimensions are missing or are unclear — consult the Owner for direction. The Project Owner/Contract Owner must review shop details prior to fabrication.

**1.2 Summary**

This Section includes the following exterior sign types:

- 1. Digital Monument Sign

**1.3 Performance Specifications Introduction**

The purpose of this document is to serve as a reference which identifies materials, construction specifications, and quality controls, as well as signage contractor’s responsibilities and obligations. Signage Contractor(s) shall furnish and install signs and/or graphics as detailed on drawings and/or described in these specifications.

Refer to these performance specifications for details on expectations of Sign Contractor and fabrication process.

**2.0 Definition of Terms**

**2.1 Documents**

Refers to the drawings and specifications, including all addendum and modifications incorporated therein for their execution. When applicable, additional appendages provided by Owner or Designer shall become part of the documents.

**2.2 Project Owner (also referred to as Owner):**

Shall refer to:  
City of Beachwood  
25325 Fairmount Boulevard  
Beachwood, OH 44122  
Phone: 216-464-1070

**2.3 Designer**

Shall refer to:  
Guide Studio, Inc.  
Contacts: Gina Gerken, Kevin Fromet  
gina@guidestudio.com, kevin@guidestudio.com

**2.4 Signage Contractor/Fabricator**

Refers to the group(s), firm(s), or corporation(s) designated in an Agreement with the Owner, and shall

apply to any such group(s) under contractual obligation to perform any fabrication, installation, finishing, printing or other work related to signs and graphics, as referred in this document.

**2.5 Work**

As employed herein, includes any materials, equipment, construction, labor, installation, service or maintenance, and warranties required to complete the fabrication prescribed in these specifications and contract documents. This shall include, but is not limited to, all of the sign types shown in the drawings.

**2.6 Addendum**

Covering changes, corrections, and special interpretations of the drawings and specifications; shall become part of the documents.

**2.7 Substitutions**

When one or more than one product is specified and the signage contractor wishes to offer a substitute product which will completely accomplish the purpose of the contract documents, see section 6.0 for the conditions governing all substitutions.

**2.8 NIC**

Refers to work not included in this contract.

**2.9 Final Completion**

The date when the Owner finds the entire work as described in the contract documents acceptable and fully performed, as written in the final certificate of payment.

**3.0 General Conditions**

**3.1 Quality Assurance**

The Signage Contractor shall be responsible for the quality of materials and workmanship required for execution of this contract including the materials and workmanship of any firms or individuals who act as sub-contractors.

It is intended that the work described in these documents be of sound, quality construction. The Signage Contractor shall be solely responsible for the inclusion of adequate amounts to cover installation of all items indicated, described and/or implied.

**3.2 Commencement**

The work described in these documents shall only begin when a Owner-authorized, written contract has been issued to the Signage Contractor with instructions to proceed, provided other requirements have been met.

**3.3 Contract Administration**

Reviewing the quality and progress of the work and submittals received from the Signage Contractor, the Owner has no responsibility to assist the Signage Contractor in the supervision or performance of work. No action by the Owner shall in any way relieve the Signage Contractor from the responsibility for the performance of the work in accordance to the contract documents, or give rise to any negligence or other action against the Owner or anyone acting for their behalf.

Signage Contractor shall allow Owner or an authorized representative access to his plan, excluding such areas or processes judged by the Sign Contractor to be proprietary in nature for the purpose of inspecting production techniques, materials, or other items related to the manufacturing of which the Owner is committed, or which may be contemplated.

Upon notification from the Signage Contractor that the work is complete, the Owner or authorized representative will inspect the final installation for compliance with all approved documents.

date 12.20.23

contact

project CBW1808

phase Design Intent

**NOT FOR CONSTRUCTION**

These drawings and notes are for the sole purpose of expressing visual design intent and are not intended for actual fabrication purposes. Sign Contractor accepts total responsibility for final material selection, fabrication and installation methods. Electronic files are not construction documents and cannot be relied upon as identical to construction documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants. Refer to provided performance specifications for details on designer expectations of Fabricator and fabrication process. Copyright © Guide Studio, Inc. All rights reserved.

sheet



pm G. Gerken  
design K. Fromet

City of Beachwood  
Digital Monument Sign

Performance Specifications



**3.4 Bidding Process**

- A. All Bidder’s are required to complete the Bid Worksheet included as part of this package, as well as all City required bid documents.
- B. Incomplete Bid Worksheets may be cause for rejection of the bid.
- C. The Owner shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid.
- D. In addition to bid price, the Owner reserves the right to consider all elements entering into the question of determining the responsibility of the Bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.
- E. Bidders must present evidence to the Owner, when required by them to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.
- F. RFI Process: All Requests for Information (RFI) must be submitted in writing via email to the distribution list established by the Bid Documents.

Under no circumstances will RFIs submitted via direct phone call be answered. Responses to RFIs will be via email to all Bidders.

**3.5 Artwork**

The Signage Contractor will produce all artwork for all graphics, symbols and lettering, and will submit for review prior to fabrication. Artwork for specific items and logos, as noted on the drawing documents, shall be provided electronically by the Designer or Owner. All other artwork, as well as final artwork for final fabrication (including reproducible film positives) is to be provided by the Signage Contractor.

**3.6 Other**

Field dimensions shall be taken by the Signage Contractor prior to preparation of shop drawings and fabrication where possible.

All supplementary parts necessary to complete each item shall be furnished by the Signage Contractor, even though such parts are not definitely shown or specified. All anchors and other fasteners for securing work shall be included.

**4.0 Signage Contractor Responsibilities**

**4.1 Design Responsibility**

The graphic design requirements shown by the details on the sign type drawing documents are for design intent only and intended to establish basic dimensions of units or modules, profiles and sight lines of members, and appearance. Within these limitations, the Signage Contractor is responsible for fabrication of the entire system, and to make whatever modifications of and additions to the details as may be required. The visual design concept shall be maintained as shown, including members sizes, profiles and alignment of components as accurately as possible.

The Signage Contractor shall supplement the general design shown with detailed shop drawings for the Owner’s approval. The shop drawings shall include major aspects of the system proposed, such as sections, shapes and connections of components and joints, how temperature movement is handled, venting, and anchorage to structure.

**4.2 Statement of Application**

The Signage Contractor, by commencing the work of the project, assumes overall responsibility, as part of

his warranty of the work, to assure that all assembled components and parts shown that are required within the work of this project comply with the contract documents. The sign contractor shall fully warrant:

- A. That all components specified, or required, to satisfactorily complete the installation, are compatible with each other and with the conditions of installed and expected use.
- B. The overall effective integration and correctness of individual parts and the whole system.
- C. Compatibility with adjoining substrate, materials and other work by other trades.
- D. There shall be no premature material failure due to improper design of fabrication of the system. All materials are to fully perform to their normal life expectancy.

**4.3 Statement of Execution**

The Signage Contractor shall be responsible for all work done under his contract, including:

- A. Faulty or improper work of sub-contractor(s) and others under him by contract or otherwise.
- B. Diligent execution of work and giving personal attention and supervision to the same until complete.
- C. All delays caused by neglect on the part of the Sign Contractor or those under him by contract or otherwise.
- D. Compliance with all laws, ordinances and regulations bearing on the conduct of the work as drawn and specified.
- E. Obtaining, at the Sign Contractor’s own cost, sign/construction permits, inspection certificates which may be required of the project by local authorities, or any other governing body. The Signage Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the work.

**4.4 Submittals**

By the approval and submission of shop drawings and samples, the Signage Contractor thereby represents that he has determined and verified all field measurements, including heights, field construction criteria, materials, catalogue numbers and similar data or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and the contract documents. Refer to Section 5.0 for list of required submittals.

**4.5 Special Instructions**

Signage contractor shall halt the graphics work when notified of a proposed change, or unsatisfactory results are anticipated. Signage contractor shall notify the Owner or authorized representative immediately and proceed only after receiving additional instructions from the Owner or authorized representative.

**4.6 Protection and Handling of Products**

Signage contractor shall store all graphic items under cover and off ground; handle in such manner as to protect surfaces and to prevent damage during storage, transport, installation and throughout remaining construction; protect exposed finishes by covering with adhesive paper or other suitable covering where adhesive is not appropriate for finish material; and apply covering prior to shipment from the fabricator or finishing shop. The covering shall not adversely affect finish. Signage contractor shall remove protective coverings when there is no longer any potential for damage to the graphics work from other work yet to be performed.

**4.7 Shipping and Transportation**

Signage Contractor will be responsible for proper shipping and transportation of all signage to the job site and will specify whether it will be common carrier or their own trucks. Signage Contractor will be liable for all damage incurred during shipping and loss of time in the installation schedule.

date 12.20.23

contact

project CBW1808

phase Design Intent

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sheet



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design K. Fromet

City of Beachwood  
Digital Monument Sign

Performance Specifications



**4.8 Storage of Equipment**

Space for storage of material prior to installation will be designated by the Owner. The Signage Contractor must give advance notice of deliveries and space requirements so the proper provision may be made. If deliveries are to be made to the premise at times other than normal working hours, the Signage Contractor will be required to reimburse Owner for any overtime costs incurred by Owner.

**4.9 Warranty**

- A. Upon final completion, the Signage Contractor will warrant all work and materials to be fully complete and in accordance with the contract documents and the agreement between Owner and Signage Contractor, and requirements appertaining thereto; that all work and materials are free from any and all defects and imperfections, and fully meet the manufacturer’s published performance criteria for use and purposes for which each and every part is specified.
- B. The Signage Contractor also agrees that, should any defect develop or appear, which the Owner finds was not caused by improper use, the Signage Contractor shall promptly, upon demand, fully correct, substitute and make good any such defective material without cost to the Owner and will save the Owner harmless against any claim, demand, loss or damage by reason of any breach of this warranty.
- C. The period of this warranty shall commence on the date on which the Owner determines the Signage Contractor has met all Final Completion requirements. The period of said warranty shall last twelve (12) months unless otherwise specified.
- D. The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- E. Special Warranty: Manufacturer’s standard form in which manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
- F. Failures include, but are not limited to, the following:
  - 1. Deterioration of finishes beyond normal weathering.
  - 2. Structural failures.
  - 3. Noise or vibration caused by thermal movements.
  - 4. Failure of system to meet performance requirements.
  - 5. Failure of operating components to function normally.

**4.10 Signage Contractor Responsibilities**

The period of this warranty shall commence on the date on which the Owner determines the Signage Contractor has met all Final Completion requirements. The period of said warranty shall last twelve (12) months unless otherwise specified.

**5.0 Submittals**

All submittals and shop drawings are to be delivered to the Project Owner for distribution.

**5.1 Schedule**

A detailed graphic schedule by phases of production and installation is to be submitted by the Sign Contractor within five (5) business days of signing of contract with the Owner.

**5.2 Samples**

- A. The Sign Contractor shall submit (3) 4”x 4” samples of each color and finish of exposed materials, accessories and exposed fasteners on final material substrate to be used in the project.
- B. The Sign Contractor shall submit samples of each masonry material, including mortar color to be used in the project. Samples should be large enough to show variation in color adequate for review.

**5.3 Shop Drawings**

The Sign Contractor shall submit (1) one copy of electronic shop drawings in 11” x 17” format for the manufacturing, fabrication and erection of signs and graphic work at large scale, which shall show joints, anchorage, accessory items, and finishes. Shop drawings shall include accurately scaled masonry details, including finished sizes of stone, mortar joints, foundations, attachments, joints, and internal structures. Shop drawings shall be completed within 2 weeks the start of the Contract.

- A. Acceptance of shop drawings does not in any way change the documents. Documents may only be changed in writing.
- B. The Signage Contractor is responsible for reviewing shop drawings for conformance with the design intent documents and notifying, in writing, the Owner, of any variation from the documents.
- C. Changes to the shop drawings are to be made by the Signage Contractor as directed by the Owner. The Sign Contractor will receive 1 week for changes/updates as directed by the Owner.

**5.4 Manufacturer’s Data**

Signage Contractor shall submit (1) copy of the manufacturer’s printed specifications, anchorage details and installation, and maintenance instructions for all products to be used in the fabrication of signs and graphics work.

**6.0 Substitutions**

**6.1**

- Any substitution requested will be considered under these cases:
- A. When specified product is not available.
  - B. When certain product or process is specified, a warranty of performance is required, and, in the judgment of the Signage Contractor, the specified product or process will not produce the desired results.
  - C. When such substitutions is in the best interest of the Owner.

**6.2**

- Requests for substitutions of products, materials or processes other than those specified will be accompanied by the evidence that the proposed substitution...
- A. Is equal in quality and serviceability to the specified item;
  - B. Will not entail changes in details and construction related to work;
  - C. Will be acceptable in consideration of the required design and artistic effect;
  - D. Will provide cost advantage to the Owner.

The Sign Contractor shall furnish with his request such drawings, specification samples, performance data and other information as may be required of him to assist the Owner in determining whether the proposed substitution is acceptable. The burden of proof shall be upon the Signage Contractor.

**6.3**

- Regardless of the evidence submitted or any review or independent investigation by the Owner or authorized representative, a request for a substitution of products, materials, or processes is a warranty by the Signage Contractor to the Owner that the requested substitution...
- A. Is equal or better in quality and serviceability to the specified item;
  - B. Will not entail changes in details and construction related to work;

date 12.20.23

contact

project CBW1808

phase Design Intent

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City of Beachwood  
Digital Monument Sign

Performance Specifications



- C. Will be acceptable in consideration of the required design and artistic effect;
- D. Will provide cost advantage to the Owner.

**6.4** Proposed substitutions will be made after the signing of the contract and not during the bid phase. Signage Contractor shall submit requests for substitutions to the Owner in writing with the first round of shop drawings, giving sufficient information and samples for evaluation with the differences in costs, if any. Substitutions must be approved in writing by the Owner before they may be used.

**7.0 Products of Fabrication**

Shop fabrication and tolerances shall conform to the standards of the industry. Signage Contractor shall perform high-quality, professional workmanship, attach materials with sufficient strength, number and spacing not to fail, and fabricate all work to be truly straight, plumb, level and square and to sizes, shapes and profiles indicated on the approved shop drawings.

**7.1 Materials and Workmanship**

- A. The Signage Contractor shall use, whenever possible, standard sizes and readily available materials to reduce cost of fabrication. All materials shall be of the highest quality and shall meet all industry standards. To establish a standard quality, design and function desired, portions of the Design Intent Documents and specifications may be based on products or manufacturers herein. When specific products are mentioned, it should be noted that the manufacturers of similar products may be considered for approvals as “equal” by the Owner upon receipt of adequate supporting data.
- B. All materials utilized for the work of this contract shall meet all applicable codes, including Fire and Life Safety codes, of authorities having jurisdiction over the projects. The Sign Contractor shall immediately report any discrepancies to the Owner for resolution. The Contractor shall not substitute products without obtaining prior written approval from the Owner.
- C. All sign faces shall be smooth and even, free from imperfections and disfiguring caused by such things as welding, material being too thin, fasteners and welds not being ground smooth, oil canning, staining, discoloration or uneven coloration, puckering, or any other problems not specifically mentioned herein.
- D. Climate conditions of the project site must be considered and the sign units designed and engineered to prevent problems caused by weather, expansion, contraction, condensation, and any other possible problems resulting from exposure to the elements.
- E. Weep holes, heat vents, etc. shall be considered for incorporation by the Sign Contractor on each sign type as required and/or necessary. Weep holes, vents, access panels and other functional, but non-aesthetic, components must be placed so as to be inconspicuous as possible. All such items must be shown on the shop drawings for approval prior to fabrication.
- F. All finish work shall be smooth and free from abrasion, tool marks, visible welds, exposed fasteners or similar defects. All corners, reveals and joints shall be milled to matching adjoining pieces and shall be fabricated so that they are straight and/or configured to match the Design Intent Documents.
- G. Defective workmanship of any type shall not be tolerated and will result in rejection of the supplied product.

**7.2 Systems Performance Requirements**

- A. General: Signage Contractor shall engineer, fabricate and install signs to meet Performance Requirements included in these Specifications and the following criteria:

- 1. Code Compliance: Work, including structural loading, shall comply with all applicable Federal, State and Local Codes and applicable regulations of authorities having jurisdiction including ADA compliance.
  - 2. Design Criteria: The Drawings and Specifications indicate sizes, colors, layouts, profiles, critical details and dimensional requirements of signs.
- B. Windloading: All sign types and supporting devices, anchorage, etc. must be designed to withstand a wind speed of 100 mph (unless specified otherwise by the Wisconsin Building Code or local ordinances) on the total sign area applied in all directions and comply with all applicable codes.
  - C. Thermal Movement Temperature Change (range): 120 degrees Fahrenheit ambient, 180 degrees Fahrenheit material surfaces.
  - D. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

**7.3 Typography & Graphics**

- A. The Sign Contractor shall report any discrepancies or conflicting sign specifications, such as message too long for specified format, to the Owner for resolution.
- B. The applicable typefaces for this project shall be indicated in the design documents. All fonts specified must be purchased by the Sign Contractor for use in this program.
- C. Electronic art for graphics, logos and symbols shall be supplied by the Owner or Designer for the Sign Contractor’s use in producing electronically cut images, patterns, or friskets. This is the only acceptable source of art for the logos and symbols. Sign Contractor shall not use artwork included as part of these Documents for final photography or digitizing.
- D. All final output or implementation of typography and graphics are to be sharp (without serrated or irregular edges) and exactly true to the letter style and/or design form.
- E. Sign Contractor shall allow for hand kerning of messages, at no additional cost, in which letters and numbers, although adequately spaced, appear to the Owner to be less readable, or unsatisfactorily spaced.

**7.4 Color**

- A. Color Specifications: Sign Contractor shall provide products matching those listed below in both color and quality. For colors requiring a match, products shall be used which best match the paint swatch specified. Samples shall be submitted in accordance with the requirements of Section 5.0 and of these Specifications for approval prior to fabrication.
- B. Color specifications for the work of the project are listed in the Design Documents.
- C. Consult the Design Documents to ascertain all sign components to receive color.
- D. Coatings are to accurately match the color specified. The number of coatings must be adequate to achieve the color specified. Three (3) samples of each color using the actual coating type must be submitted for approval prior to production, in accordance with Section 5.0 of these Specifications.

**7.5 Finish**

- A. All coating applications are to be smooth and consistently uniform. The cured coating surface is to have a uniform finish that matches the specified color and finish.
- B. Exact identification of all coatings and a description of the method of application shall be identified in the Shop Drawings.
- C. Color breaks that occur on the sign face are to be sharp, even, with no serration or color bleed. All splatters, drips, spills and over sprays shall be removed.

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Performance Specifications



- D. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- E. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- F. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

**7.6 Masonry**

- A. Scope: The Contractor shall furnish all labor, materials, tools, equipment and scaffolding, transportation, cartage, etc., required for the complete installation of all masonry as shown on the drawings and specified herein.
- B. Built-in Items: The Contractor shall build into the masonry, where required, all bolts, anchors, inserts, and the like.
- C. Protection: Masonry work shall be protected from freezing and from the elements at all times. The tops of masonry walls shall be covered at nights and at other times as required when not being worked on, with a waterproof covering to prevent water from entering the wall.
- D. Workmanship: All masonry work to be built up with true and even surfaces to proper heights, dimensions and forms, and carefully plumbed and leveled in all cases. All work is to be carried up continuously insofar as practicable.
- E. Performance: All exterior masonry construction shall be so built that it will be completely weather-tight and for a period of one (1) year from the completion and final acceptance of the building, the Masonry Contractor shall so guarantee.
- D. Limestone Panels:
  - 1. Acceptable Manufacturer: Stoneply Co., 4400 Oneal, Greenville, TX 75404  
Tel: (903) 454-0904, Fax: (903)454-3642, Email: sales@stoneply.com  
www.StonePly.com
    - a. Material: Reinforced stone panel with either aluminum or honeycomb composite backing bonded by high strength epoxy (Backing thickness varies per material - Sign Contractor to coordinate with StonePly)
    - b. Facing: 1/4" thickness
    - c. Finish: Honed
    - d. Accessories: Anchorage and connection hardware, including Z clips, locking channels, concealed anchor plates, angle clips, structural silicone, epoxy and threaded metal inserts shall be furnished and installed under this contract. Such hardware shall be as engineered, and of sufficient size and strength to support the panels and resist the applied loads. All fastening shall be concealed. All panel mounting details shall be as approved by StonePly Co. Engineering Department prior to installation.  
  
Joint sealants shall be pre tested for compatibility with the natural stone panel facing selected.
  - 2. Alternate/Substitute: Solid limestone slab or veneer
    - a. Thickness to be determined by Sign Contractor and stone supplier

- b. Finish: Honed
- c. Accessories: All anchorage and connection hardware/adhesives to be coordinated between Sign Contractor and stone supplier. Such hardware shall be as engineered, and of sufficient size and strength to support the panels and resist the applied loads. All fastening shall be concealed.  
  
Joint sealants shall be pre tested for compatibility with the natural stone panel selected.

**7.7 Aluminum & Steel**

Separation of Metals: There shall be no bare aluminum in contact with any other metals, wood or concrete. Contact surfaces shall be separated by a coating of zinc chromate and aluminum paint, or a heavy body bituminous paint or by a gasket.

- A. Aluminum Castings: ASTM B 26/B 26M, of alloy and temper recommended by sign manufacturer for casting process used and for use and finish indicated.
- B. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 5005-H32.
- C. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 6063-T5.
- D. Steel Members Fabricated from Plate or Bar Stock: ASTM A 529/A 529M or ASTM A 572/A 572M, 42,000-psi (290-MPa) minimum yield strength.
- E. For steel exposed to view on completion, provide materials having flat, smooth surfaces without blemishes. Do not use materials whose surfaces exhibit pitting, seam marks, roller marks, rolled trade names, or roughness.

**7.8 Laser-cut Characters**

Provide characters with square-cut smooth edges.

**7.9.2 Acrylic Sheet**

Acrylic Sheet: ASTM D 4802, Category A-1 (cell-cast sheet), Type UVA (UV absorbing).

**7.10 Paints/Coatings/Finishes**

- A. Surface Preparation: Signage Contractor shall remove mill scale and rust, if present from uncoated steel and prime for painted finish.
- B. Only highest quality 2-part catalyst-hardened acrylic polymer coatings are to be used. Color fastness is of utmost importance as well as quality and other assurances against abnormal deterioration such as peeling, cracking, crazing, etc.
- C. Coatings shall be prepared as designated by the manufacturers latest literature for surface preparation and application but in no case less than one (1) applicable primer coat and two (2) final full coats. All finished surfaces shall be uniform.
- D. All coatings (paint, ink, etc.) should have UV inhibitors, and should not fade or discolor when exposed to ultraviolet light.
- E. Colors shall match color designations as indicated on the drawings.
- F. Sign Contractor shall protect mechanical finishes on exposed surfaces from damage by applying strippable, temporary protective covering before shipping.
- G. All paint finishes are to be satin unless otherwise noted in the Design Drawings.

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**7.11 Fasteners**

Signage Contractor shall use concealed fasteners fabricated from metals that are not corrosive to the sign material and mounting surface. All dissimilar materials must be separated from contact with each other. Fasteners shall be compatible with adjacent materials and substrates.

- A. Anchors and Inserts: Signage Contractor shall use nonferrous metal or hot-dipped galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Signage Contractor shall use expansion bolts or other fastening devices for drilled-in-place anchors designed to withstand all required loads. Signage Contractor shall furnish inserts, as required, to be set into concrete or masonry work.
- B. Exposed Fasteners: Sign Contractor shall finish exposed fasteners to match adjacent surfaces and as directed by Owner to achieve an attractive, finished appearance.

**7.12 Illumination**

- A. All internally illuminated signs shall be illuminated using the Manufacturer’s standard LED lighting and shall include transformers, insulators, and other components. Make provisions for servicing and concealing connections to electrical systems.
- B. Sign Contractor shall be responsible for painting the inside of signs or providing diffusers, if needed, to acheive proper level of illumination.
- C. Electrical Components, Devices, and Accessories: All materials and equipment shall be listed, labeled or certified by Underwriters Laboratories, Inc, or by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

**7.15 Digital Display**

The digital display specified in the Design Intent Documents is for bidding and guideline purposes only. The Sign Contractor shall coordinate with the Owner, the requirements of the digital display system. The display must meet the following minimum requirements:

- A. Exterior-rated: Must withstand local weather conditions and be able to be read in both sunlight and at night. Shall withstand fading from exposure to sunlight.
- B. Sign Contrator to submit warranty information to Owner for review prior to fabrication.
- C. Acceptable Manufacturer: Watchfire (or approved equal)  
Contact: Jeff Pezzano, Territory Manager, Eastern Ohio and Western Pennsylvania Regional Office cell 419-343-4724, email jeff.pezzano@watchfire.com, www.watchfiresigns.com
  - 1. Pixel Pitch: W8mm LED RGB
  - 2. Pixel Matrix: 180 X 756
  - 3. Ventilation Style: Front Ventilation
  - 4. Video: Must have video capabilities
  - 5. Alternate:  
Sign Contractor shall submit alternate pricing for:  
W10mm LED RGB Pixel Pitch with a Pixel Matrix of 150 X 630

**8.0 Fabrication**

Signage Contractor shall provide sign copy to comply with the requirements indicated for size, styles, spacing, content, positions, materials, finishes, and colors of letters, numbers and symbols, and other

graphic devices and construct to accurate details and dimensions as shown, and as reviewed on shop drawings. Exposed fasteners on finished sign faces will not be allowed, unless specifically indicated. Signage Contractor shall conceal wiring, conduit, and other electrical items within sign enclosures.

**8.1 Shop Assembly**

Signage Contractor shall pre-assemble items in shop to greatest extent possible to minimize field splicing and assembly. Signage Contractor shall disassemble units only as necessary for shipping and handling limitations. Signage Contractor shall clearly mark units for reassembly and coordinated installation.

**8.2 Welding**

All welding procedures shall conform to applicable AWS specifications. Type of alloy filler metal and electrodes to be that which is recommended by producer of metal to be welded, and as required for color match, strength and compatibility in the fabricated items.

**8.3 Flatness of Panels**

Panels shall show no visible distortion when viewed in installed position.

**8.4 Cutting/Routing**

Signage Contractor shall cut and route in a manner to produce smooth, true, and clean edges and corners of finished graphics and letterforms. Graphics and letterforms having positive or negative corners, nicked, cut or ragged edges are not acceptable. Signage Contractor shall align and maintain parallel baselines and margins as indicated on the drawings.

**9.0 Execution**

Quality and acceptability of the fabricators’ work will be monitored throughout the fabrication and installation phases of the project. Work will be reviewed by the Owner.

**9.1 Shop Reviews**

Contractor shall notify Owner at least 48 hours in advance of operations requiring reviews.

**9.2 Site Reviews**

Upon arrival of any shipment of sign units or materials, the Sign Contractor shall inspect the shipment to verify that no damage has occurred that will adversely affect the performance or appearance of the units or materials. The Owner shall not accept, as approved, any units or materials previously rejected.

**9.3 Sign Locations**

The Sign Contractor shall field verify all proposed sign locations and conduct a walk-thru with the Owner in order to obtain a written approval of the proposed locations before installation of the sign units. All locations must be permitted through the appropriate permitting/approval process (by Sign Contractor).

**9.4 Punch List**

Immediately after installation of the signs, the Sign Contractor shall arrange for the Owner to review the work in place and give written notice of any deviations, errors, missions or other unacceptable condition in a punch list to be prepared and distributed to the proper fabricators or consultants for correction.

**9.5 Final Sign-Off**

At final completion of all work, including punch list items for each group of signs, the Sign Contractor shall arrange for a final review by the Owner for the purpose of obtaining a written approval of the fabrication and installation of the units.

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Performance Specifications



**10.0 Installation**

The installation of fixed materials shall be under the general direction of the Owner in accordance with applicable specifications and layout drawings.

**10.1 Preparation**

Signage Contractor shall coordinate setting drawings, diagrams, templates, instructions and directions for the installation of items having integral anchors which are to be embedded in concrete. Signage Contractor shall coordinate delivery of such items to applicable trades for installation. Sign Contractor is also responsible for procuring any required signage or building permits, including obstruction permits that may be necessary while installing within city streets and public right-of-ways. Sign Contractor is responsible for coordinating with utility companies regarding the location of underground utilities prior to installation.

Owner will be responsible for demolition and removal of existing sign structure. Existing foundation may be used if deemed viable by the Sign Contractor. Sign Contractor is to coordinate with Owner prior to demolition and removal of existing sign structure.

**10.2 Delivery to Premise**

Sign Contractor is responsible for securing staging and storage areas. Unless indicated to the contrary, items of loose material shall be delivered, uncrated, assembled, set in proper place and installed ready for use, free from breakage, blemishes or other defects.

**10.3 Anchors and Inserts**

Signage Contractor shall furnish inserts and anchoring devices which must be set in concrete or built into masonry for installation of this work, provide setting drawings, templates, instructions and directions for installation of anchorage devices and provide units with exposed surfaces matching the texture and finish of metal item anchored.

**10.4 Cutting/Fitting/Placement**

Signage Contractor shall perform all cutting, drilling and fitting required for installation, set work accurately in location, alignment and elevation, plumb, level and true, measured from established lines and levels, and provide temporary bracing or anchors as required.

Signage Contractor shall form tight joints with exposed connection accurately fitted with uniform reveals and spaces for sealants and joint fillers. Where cutting, welding and grading are required for proper shop fitting and jointing of the work, Signage Contractor shall restore finishes to eliminate any evidence of corrective work.

Signage Contractor shall not cut or abrade finishes which cannot be completely restored in field. Signage Contractor shall return items with such finishes to the shop for required alterations, followed by complete refinishing or providing new units at Signage Contractor option.

**10.5 Erection**

All surfaces shall be covered with protective non-deleterious to finish for protection until final installation or erection. Signage Contractor shall complete all connections in proper alignment and tighten bolts securely. Leveling is to be done only by instruments; measuring equal distances from existing surfaces will not be acceptable as a basis of level and/or plumb. After erection, all surfaces marred during erection and exposed bolts, bolt heads, etc., shall be retouched with same paint as previous.

**10.6 Protective Coverings**

Sign Contractor shall restore protective coverings which have been damaged during shipment or installation

of the work, remove protection when requested for inspection of finishes and replace, retain protective coverings intact and remove simultaneously from similar finished items to preclude non-uniform oxidation and discoloration and remove protective coverings only when there is no possibility of damage from other work yet to be performed at the same location.

**10.7 Cleaning of Premises/Signs**

The Signage Contractor shall use special care in the disposition of excess materials and rubbish. Rubbish shall not be allowed to accumulate but shall be consistently collected and removed at the completion of this work, on a daily basis.

After installation, Signage Contractor shall clean soiled sign surfaces according to manufacturer's written instructions, Signage Contractor shall protect signs from damage until acceptance of Owner and shall touch up all nicks, scratches, fasteners that require color.

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Performance Specifications



## MASONRY



### Stone Veneer:

Snap or Natural Face Sandstone  
Random Size 4" Thick Veneer Mix:  
50% "Crab Orchard Sandstone", Brown Range, Origin Tennessee  
50% "Briarhill Sandstone", Heavy Brown, Origin S. Ohio  
*Grout/mortar color to be determined*



### Limestone:

StonePly lightweight natural stone panels ([www.stoneply.com](http://www.stoneply.com))  
or approved equal  
Finish: Honed  
Color: Cottonwood Limestone (or match)  
*Grout/mortar color to match limestone*

- All stone & concrete specified above must be submitted for approval.
- Sign contractor must submit grout/mortar color options for selection by Owner/Designer.

### Additional Material Notes:

- Sign faces & all metal components are to be aluminum.
- Mechanical fasteners to be stainless steel on all sign components. When in contact with masonry, Sign Contractor is responsible for specifying proper fastener/material to prevent corrosion and rusting.
- Separate dissimilar materials where necessary.
- See Performance Specifications and Design Intent Drawings for additional notes.

## PAINT COLORS



Matthews Paint  
MP42219SP Capri Blue



Matthews Paint  
MP41342SP Brushed Aluminum



Black to match LED  
message board



To Be Determined  
*Color is used for engraved text. Color is to be a darker tone of the limestone that provides adequate contrast for legibility. Sign contractor to provide color options to Owner for selection.*

*Painted surfaces should have a satin finish unless specified otherwise in the sign type drawings.*

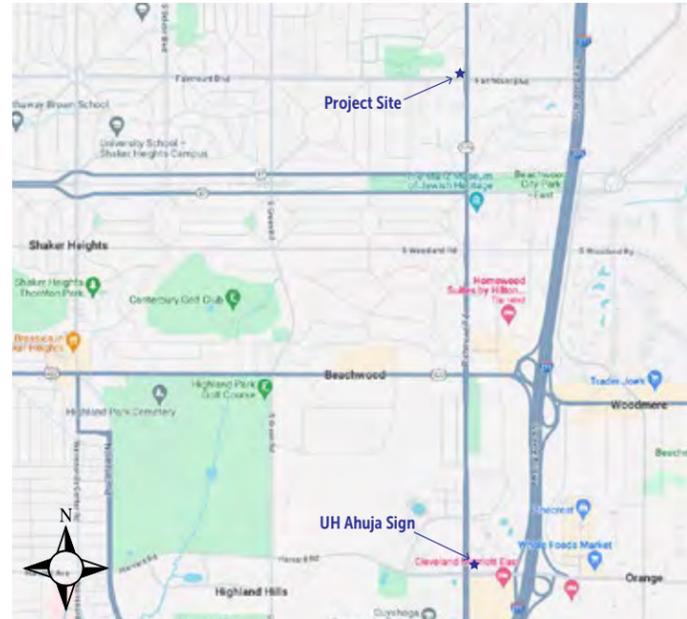
## GENERAL NOTES

1. Sign contractor shall be responsible for design and engineering of supports, anchors and miscellaneous steel or metal required for installation.
2. The sign contractor must submit stamped structural engineered shop drawings. The sign contractor's structural engineer shall be licensed in the State of Ohio and certify all connections and support details.
3. Isolate dissimilar materials as required.
4. Field dimensions shall be taken by the sign contractor prior to preparation of shop drawings and fabrication where possible. It is the responsibility of the sign contractor to site verify all sign locations for accuracy, fit, and potential obstacles. Sign contractor shall notify appropriate person(s) of any issues, discrepancies and potential obstacles per the attached Performance Specifications, contract or specified communication process.
5. It is the responsibility of the sign contractor to contact OUPS and verify locations of underground utilities.
6. Sign contractor must obtain all permits and field inspection approvals necessary to complete work per City requirements. All sign locations need to be located and staked by sign contractor and approved by city prior to installation.
7. Masonry dimensions are approximate; sign contractor to verify and adjust as needed. Final dimensions must appear on shop drawings for review and approval.
8. Sign contractor must clean and seal masonry to prevent moisture, discoloration and other defects due to weather and environmental conditions.
9. Sign contractor must submit concrete, stone, and mortar samples for review and approval.
10. Sign contractor shall follow any additional requirements presented in the attached Performance Specifications and Design Intent Documents.



### Reference Image

*Stone base is to match University Hospitals Ahuja Medical Center sign on the corner of Richmond Rd. & Harvard Rd.*



Site Plan

## LOGOS

*Electronic artwork to be provided by Owner or Designer.  
Do not trace or scan from this document.*

CITY OF  
**Beachwood**

City Name

Script B

Script B

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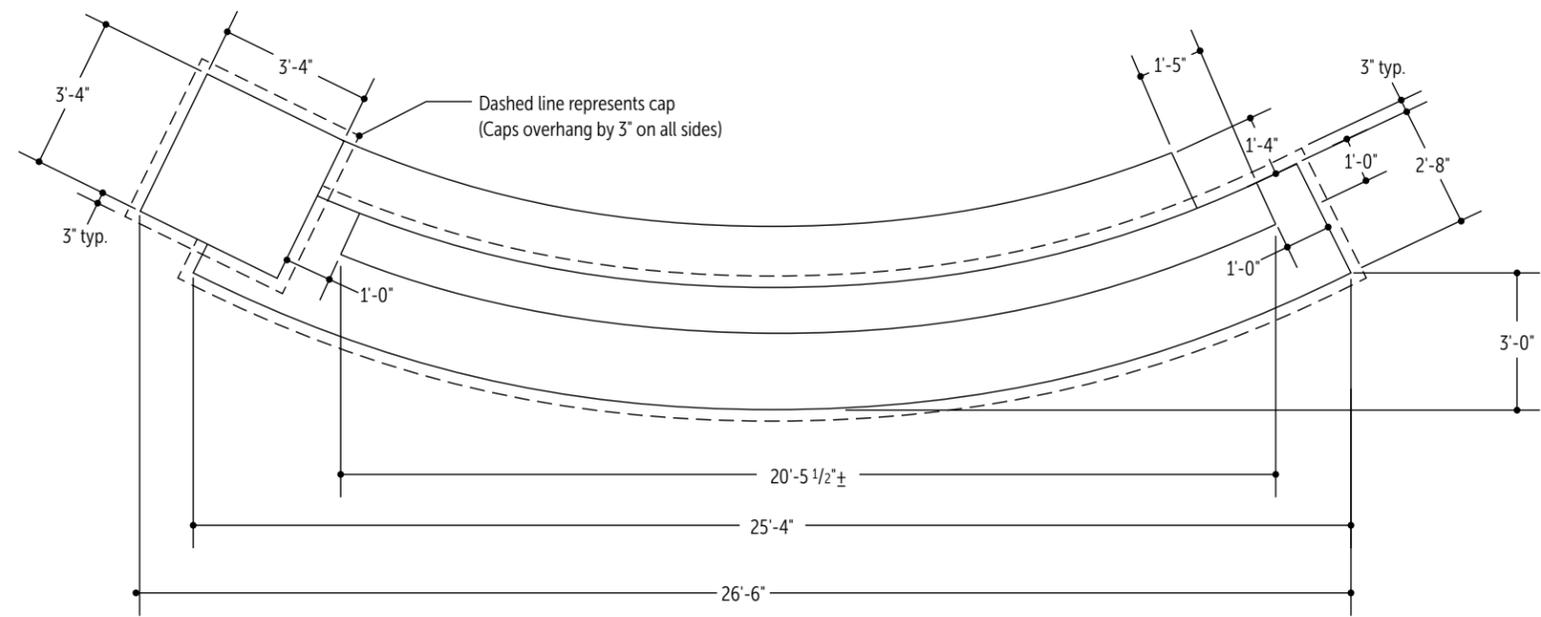
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Colors, Materials, & Graphics

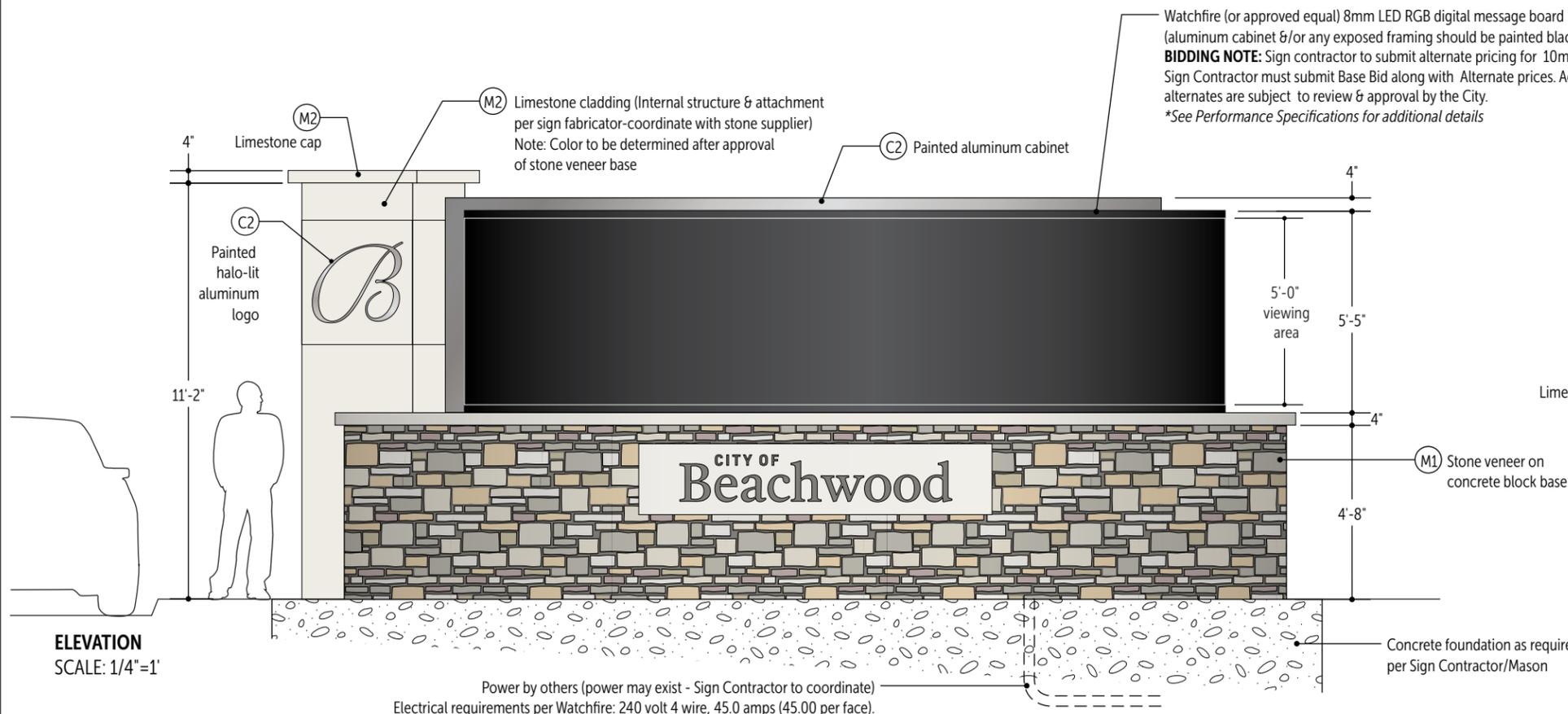
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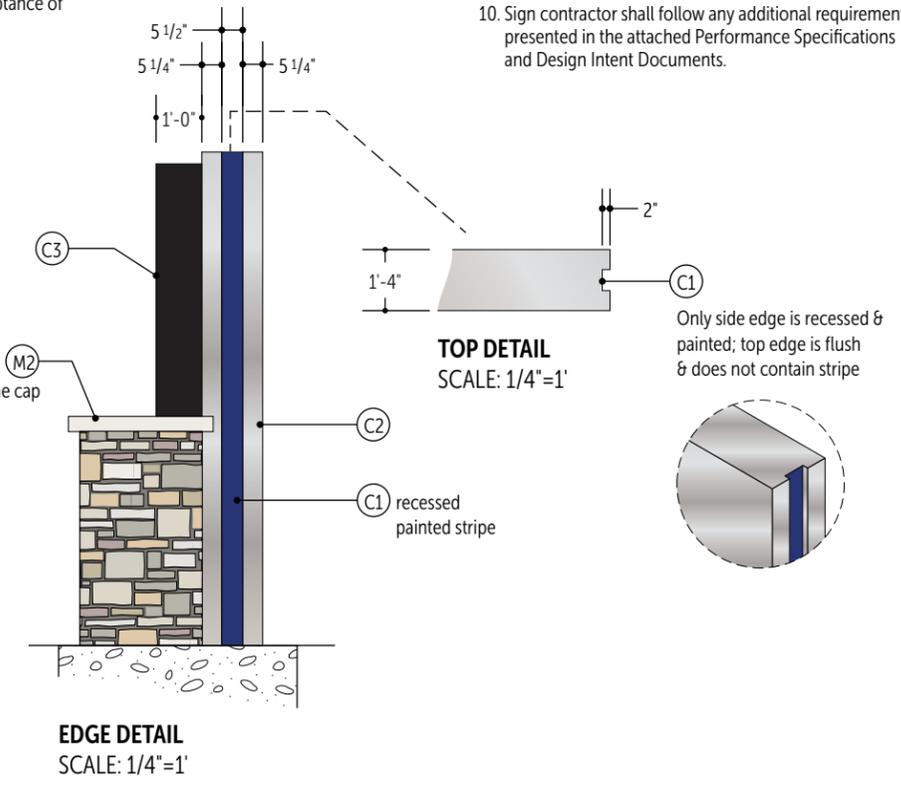
**PLAN VIEW**  
SCALE: 1/4"=1'

**GENERAL NOTES**

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2. The sign contractor must submit stamped structural engineered shop drawings. The sign contractor's structural engineer shall be licensed in the State of Ohio and certify all connections and support details.
3. Isolate dissimilar materials as required.
4. Field dimensions shall be taken by the sign contractor prior to preparation of shop drawings and fabrication where possible. It is the responsibility of the sign contractor to site verify all sign locations for accuracy, fit, and potential obstacles. Sign contractor shall notify appropriate person(s) of any issues, discrepancies and potential obstacles per the attached Performance Specifications, contract or specified communication process.
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8. Sign contractor must clean and seal masonry to prevent moisture, discoloration and other defects due to weather and environmental conditions.
9. Sign contractor must submit concretet, stone, and mortar samples for review and approval.
10. Sign contractor shall follow any additional requirements presented in the attached Performance Specifications and Design Intent Documents.



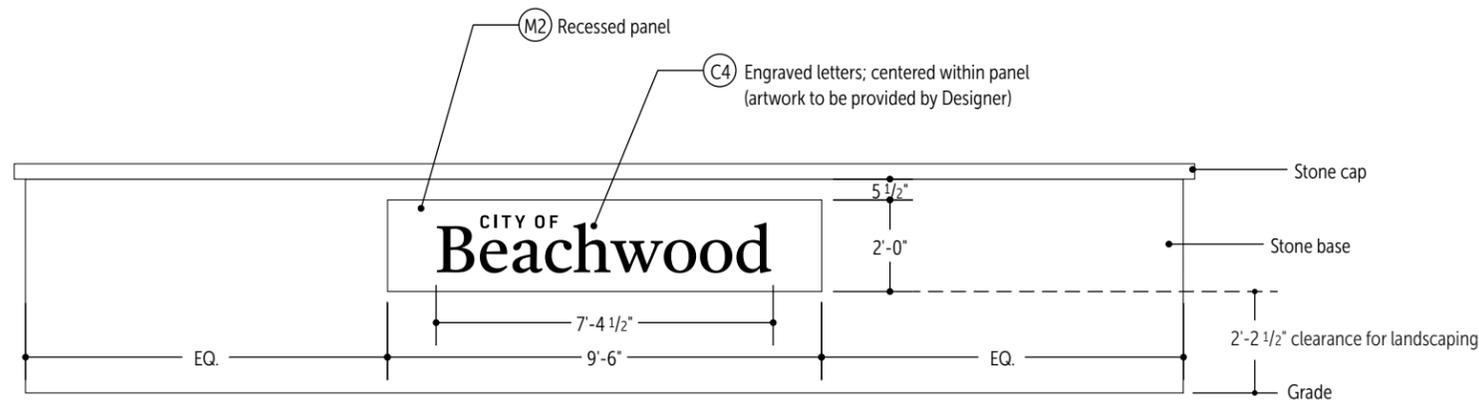
**ELEVATION**  
SCALE: 1/4"=1'



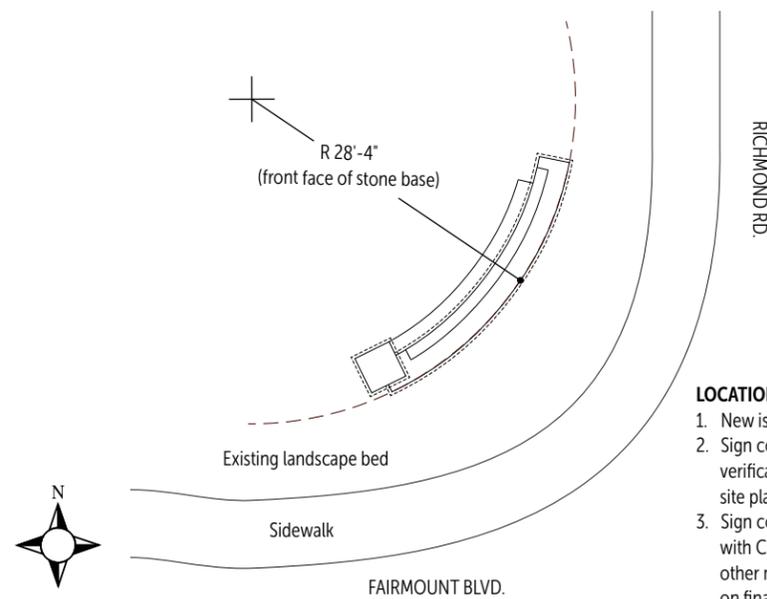
**TOP DETAIL**  
SCALE: 1/4"=1'

**EDGE DETAIL**  
SCALE: 1/4"=1'

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<p><b>Guide</b> guidestudio.com</p>	<p>pm G. Gerken design K. Fromet</p>	<p>City of Beachwood Digital Monument Sign</p>	<p>Overall Elevations &amp; Plan View</p>		<p>2</p>



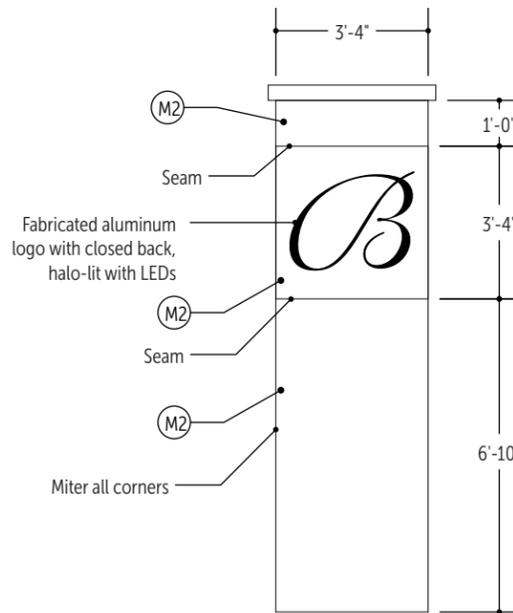
**CITY NAME DETAIL**  
SCALE: 1/4"=1'



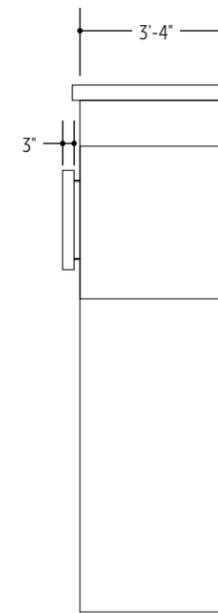
**SITE PLAN VIEW**  
(NW Corner of Fairmount/Richmond Intersection)  
SCALE: 1/4"=1'

**LOCATION NOTES:**

1. New is to replace existing sign.
2. Sign contractor to perform field verification & provide dimensioned site plan.
3. Sign contractor is to review location with City using stakes, mock-up, or other methods to obtain approval on final placement.



**COLUMN DETAIL**  
SCALE: 1/4"=1'



**SIDE DETAIL**  
SCALE: 1/4"=1'

**BIDDING NOTE:** Sign contractor may suggest/recommend alternate limestone products. Internal structure may need to be altered based on thickness of product. Sign Contractor must submit Base Bid along with Alternate prices. Acceptance of alternates are subject to review & approval by the City.

**Base Bid:** StonePly lightweight natural stone panels & mounting  
www.stoneply.com

**Alternate:** Solid (Typical) Limestone Slab or Veneer

\*See Performance Specifications for additional details

**GENERAL NOTES**

1. Sign contractor shall be responsible for design and engineering of supports, anchors and miscellaneous steel or metal required for installation.
2. The sign contractor must submit stamped structural engineered shop drawings. The sign contractor's structural engineer shall be licensed in the State of Ohio and certify all connections and support details.
3. Isolate dissimilar materials as required.
4. Field dimensions shall be taken by the sign contractor prior to preparation of shop drawings and fabrication where possible. It is the responsibility of the sign contractor to site verify all sign locations for accuracy, fit, and potential obstacles. Sign contractor shall notify appropriate person(s) of any issues, discrepancies and potential obstacles per the attached Performance Specifications, contract or specified communication process.
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7. Masonry dimensions are approximate; sign contractor to verify and adjust as needed. Final dimensions must appear on shop drawings for review and approval.
8. Sign contractor must clean and seal masonry to prevent moisture, discoloration and other defects due to weather and environmental conditions.
9. Sign contractor must submit concretet, stone, and mortar samples for review and approval.
10. Sign contractor shall follow any additional requirements presented in the attached Performance Specifications and Design Intent Documents.

date 12.20.23

contact

project CBW1808

phase Design Intent

**NOT FOR CONSTRUCTION**

These drawings and notes are for the sole purpose of expressing visual design intent and are not intended for actual fabrication purposes. Sign Contractor accepts total responsibility for final material selection, fabrication and installation methods. Electronic files are not construction documents and cannot be relied upon as identical to construction documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants. Refer to provided performance specifications for details on designer expectations of Fabricator and fabrication process. Copyright © Guide Studio, Inc. All rights reserved.



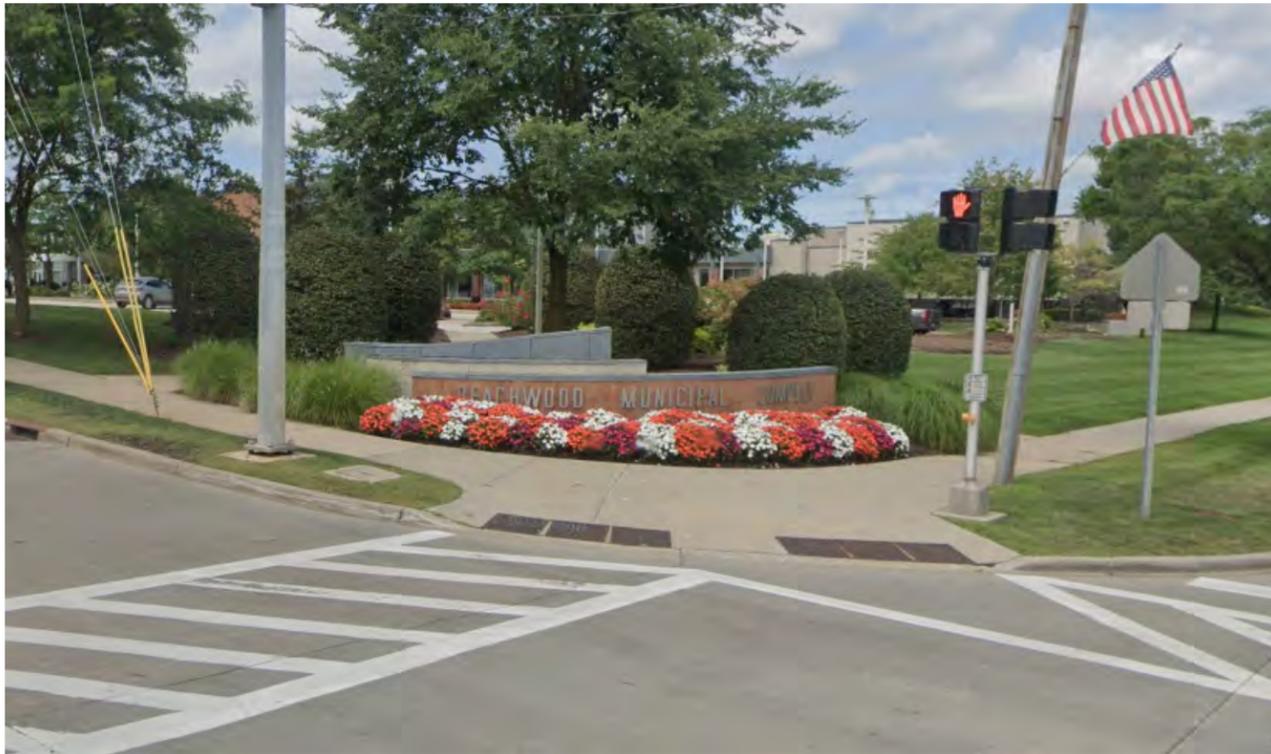
pm G. Gerken  
design K. Fromet

City of Beachwood  
Digital Monument Sign

Details

sheet

3



EXISTING SIGN



NEW SIGN



EXISTING SIGN



EXISTING SIGN

**GENERAL NOTES**

1. Sign contractor shall be responsible for design and engineering of supports, anchors and miscellaneous steel or metal required for installation.
2. The sign contractor must submit stamped structural engineered shop drawings. The sign contractor's structural engineer shall be licensed in the State of Ohio and certify all connections and support details.
3. Isolate dissimilar materials as required.
4. Field dimensions shall be taken by the sign contractor prior to preparation of shop drawings and fabrication where possible. It is the responsibility of the sign contractor to site verify all sign locations for accuracy, fit, and potential obstacles. Sign contractor shall notify appropriate person(s) of any issues, discrepancies and potential obstacles per the attached Performance Specifications, contract or specified communication process.
5. It is the responsibility of the sign contractor to contact OUPS and verify locations of underground utilities.
6. Sign contractor must obtain all permits and field inspection approvals necessary to complete work per City requirements. All sign locations need to be located and staked by sign contractor and approved by city prior to installation.
7. Masonry dimensions are approximate; sign contractor to verify and adjust as needed. Final dimensions must appear on shop drawings for review and approval.
8. Sign contractor must clean and seal masonry to prevent moisture, discoloration and other defects due to weather and environmental conditions.
9. Sign contractor must submit concrete, stone, and mortar samples for review and approval.
10. Sign contractor shall follow any additional requirements presented in the attached Performance Specifications and Design Intent Documents.

**BIDDING NOTE:** City will demolish & remove existing structure/sign. Existing foundation may be used if viable (to be determined by sign contractor).  
**Base Bid:** New sign & new foundation  
**Deduct Alternate:** New sign, re-use existing foundation

date 12.20.23

contact

project CBW1808

phase Design Intent

**NOT FOR CONSTRUCTION**

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pm G. Gerken  
 design K. Fromet

City of Beachwood  
 Digital Monument Sign

Reference Photos

sheet

4

INTRODUCED BY:

ORDINANCE NO. 2024-45

AN ORDINANCE AMENDING ORDINANCE NO. 2024-39 WHICH AUTHORIZED THE MAYOR TO AMEND A CONTRACT WITH SIGNAL SERVICE COMPANY FOR TRAFFIC SIGNAL MONITORING AND REGULAR TRAFFIC SIGNAL MAINTENANCE SERVICE FOR 2024 TO INCREASE THE MAXIMUM COST OF THE CONTRACT, AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council, pursuant to Ordinance No. 2024-39 authorized the Mayor to enter into an amended contract with Signal Service Company for traffic signal monitoring and maintenance of traffic signals for 2024 in an amount not to exceed Seventy-Five Thousand Dollars and No/Cents (\$75,000.00), and waiving competitive bidding;

WHEREAS, based on the anticipated need for services in 2024, the not to exceed amount of that contract has been recalculated to be One Hundred Five Thousand Dollars and No/Cents (\$105,000.00);

WHEREAS, Council desires to amend Ordinance No. 2024-39 to reflect the necessary increased not to exceed amount of One Hundred Five Thousand Dollars and No/Cents (\$105,000.00);

WHEREAS, competitive bidding is waived based on Signal Service Company's intimate knowledge of the City's traffic control infrastructure and its excellent service for many years and based on the memorandum of the Finance Director which is part of the Council record, and declaring this to be an urgent measure.

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

Section 1: Council hereby amends Section 1 of Ordinance No. 2024-39 to read: Based upon the recommendation of the Police Chief and Finance Director, the Mayor is hereby authorized to amend the contract with Signal Service Company only for the purpose of increasing the amount of the contract to not exceed **One Hundred Five Thousand Dollars and No/Cents (\$105,000.00)** ~~Seventy Five Thousand Dollars and No/Cents (\$75,000.00)~~ with no other amendments, for the period of January 1, 2024, through December 31, 2024," and competitive bidding is waived.

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 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 authorize the provision of such critical traffic signal monitoring and maintenance services for the 2024 calendar year; 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 18<sup>th</sup> day of March, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 19<sup>th</sup> day of March, 2024, and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**CITY OF BEACHWOOD  
FINANCE DEPARTMENT  
INTER-OFFICE COMMUNICATION**

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**TO:** Mayor Justin Berns  
**FROM:** Larry Heiser, Finance Director *ZAH*  
**DATE:** February 21, 2024  
**SUBJECT:** Signal Services

I am requesting that a new Ordinance be placed on the Council agenda to replace Ordinance 2023-132 for Signal Services. I am in receipt of a memo from Officer Richard Kemer to Deputy Chief Resek regarding an older battery backup replacement and the need to replace a system at Chagrin and Pavilion Mall. According to the Police memo the City will be spending \$17,305 in 2024. Based upon prior spending and the additional \$17,305, I would like to increase the not to exceed amount for 2024 to \$105,000. There are other companies which do perform the work that Signal Service Co. does for the City of Beachwood, however, Signal Service has been maintaining and rebuilding our system for more than 20 years and has historical and solid knowledge of our signalization, crosswalk, and associated assets. Service Director Arrietta and Police Chief McLaughin are both supportive and have commented on the quick response when Signal Service is called out for any emergency situation. I am requesting that City Council waive competitive bidding to award the repairs and upgrades as needed to Signal Service.

Please call or email if you have any questions.

*City of Beachwood*

POLICE DEPARTMENT MEMORANDUM

TO: *D. C. John Resek*  
FROM: Ptl. Richard Kemer #65  
DATE: 02/06/2024  
SUBJECT: Traffic signal battery back-up system

---

Sir:

The battery back-up system was installed at each intersection within the city to power the traffic signals in the event of a power outage. The system was installed over ten years ago and some of the systems have reached their life span. The system at Chagrin Blvd & Pavilion Mall needs to be replaced (includes new inverter, transfer switch, batteries, and cables) at a cost of \$7,305.00. The other systems are currently operating properly and it is recommended we start replacing just the batteries at five intersections per year over the next few years to extend the life of the system. The approximate cost to replace batteries is \$2000.00 per intersection.

  
Ptl. Richard Kemer #65

INTRODUCED BY:

RESOLUTION NO. 2024-2

A RESOLUTION TO ACCEPT THE FACT-FINDING REPORT AND RECOMMENDATIONS IN THE MATTER OF THE CITY OF BEACHWOOD AND LABORERS LOCAL 860 (BUILDING DEPARTMENT BARGAINING UNIT EMPLOYEES); SERB CASE NO.: 2023 MED-08-0596; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of, Beachwood and Laborers Local 860 (Building Department Collective Bargaining Unit Employees) (the “Union”) on February 14, 2024, proceeded to a fact-finding hearing requested by the Union under the provisions of Section 4117.14 (C) (3) and (4) of the Ohio Revised Code (“ORC”);

WHEREAS, the factfinder issued her report and recommendations on March 13, 2024, consistent with the provisions of ORC Section 4117.14 (C) (5);

WHEREAS, pursuant to ORC Section 4117.14 (C) (6), and not later than seven (7) calendar days after the fact-finding recommendations are served, the Council of the City of Beachwood, Ohio, as the legislative body, may by a vote of three-fifths of the total membership accept or reject the recommendations;

WHEREAS, the State of Ohio Employment Relations Board’s (“SERB”) Fact-Finding Guidebook advises that the factfinder’s report not be distributed to third parties until after the seven (7)-day voting period of the parties;

WHEREAS, pursuant to ORC Section 4117.14 (C) (6), if neither the legislative body nor the collective bargaining unit timely accepts or rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues between the parties;

WHEREAS, upon review, the City administration has recommended and the legislative body has determined the factfinder’s recommendations to be acceptable as a whole in consideration of the best interests of the City and the interests and welfare of the public.

WHEREAS, furthermore, the Council’s acceptance of the factfinder’s recommendations is acceptance only as to specified wages, hours, terms and other conditions of employment for bargaining unit employees and shall not be construed to establish fixed staffing levels nor require specific departmental funding requirements.

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, Ohio hereby accepts the report and recommendations of the factfinder in SERB Case No. 2023 MED-08-0596, dated March 13, 2024.

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.

RESOLUTION NO. 2024-2

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City, and for the further reason that action is necessary within seven (7) days of the issuance of the fact-finding report and recommendations consistent with the provisions of ORC Section 4117.14 (C) (6); 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 18th day of March, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of March, 2024.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 19th day of March, 2024, and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**CORRESPONDENCE**

**OHIO DIVISION OF LIQUOR CONTROL**  
 6606 TUSSING ROAD  
 P.O. BOX 4005  
 REYNOLDSBURG, OHIO 43068-9005

NOTICE TO LEGISLATIVE AUTHORITY

TO

3704668 <small>PERMIT NUMBER</small>		TREO <small>TYPE</small>	HECKS BEACHWOOD INC DBA HECKS MEZZANINE & PATIO 3355 RICHMOND RD UNIT 250 BEACHWOOD, OH, 44122
ISSUE DATE			
02/02/2024 <small>FILING DATE</small>			
D6,D5 <small>PERMIT CLASSES</small>			
18 <small>TAX DISTRICT</small>	022	E030889 <small>RECEIPT NO.</small>	

FROM

89973450005 <small>PERMIT NUMBER</small>		REN <small>TYPE</small>	TORRE ROSSA LLC DBA BLU RESTAURANT MEZZANINE & PATIO 3355 RICHMOND RD UNIT 250 BEACHWOOD, OH, 44122
ISSUE DATE			
10/01/2023			
08/30/2023 <small>FILING DATE</small>			
D5,D6 <small>PERMIT CLASSES</small>			
18 <small>TAX DISTRICT</small>	022	D088916 <small>RECEIPT NO.</small>	



MAILED 2/26/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 3/28/2024

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES \_\_\_\_\_  
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)

- Clerk of County Commissioner
- Clerk of City Council
- Township Trustee

(Date)

CLERK OF BEACHWOOD CITY COUNCIL  
 25325 FAIRMOUNT BLVD  
 BEACHWOOD OHIO 44122

CERTIFIED MAIL  
 RETURN RECEIPT REQUESTED



Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
  - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

**FAX:** (614) 644 – 3166

**EMAIL:** [Liquordocs@com.ohio.gov](mailto:Liquordocs@com.ohio.gov)

**MAIL:** Ohio Division of Liquor Control  
Attn: Licensing Unit  
6606 Tussing Road  
PO Box 4005  
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit [com.ohio.gov/liquorinfo](http://com.ohio.gov/liquorinfo). Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at [com.ohio.gov/govhelp](http://com.ohio.gov/govhelp). Never miss out on when renewal objections are due! Sign-up for our emails at [com.ohio.gov/stayinformed](http://com.ohio.gov/stayinformed).

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 12/29/2023)