

Beachwood City Council
MEETING AGENDA
MONDAY, APRIL 2, 2018 7:00 PM
at Beachwood City Hall, Council Chambers, 25325 Fairmount Boulevard, Beachwood

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

1. Roll Call.

2. Reports: (a) Mayor

(b) Council Members (Non-Agenda Items)

(c) Department Directors

3. Citizen's Remarks (City Council limits Citizen's Remarks to three (3) minutes each)

Approval of the Minutes of the Committee of the Whole Meeting held on February 20, 2018.

Approval of the Minutes of the Finance and Insurance Committee Meeting held on February 20, 2018.

Approval of the Minutes of the Committee of the Whole Meeting held on February 26, 2018.

Approval of the Minutes of the Legal and Personnel Committee Meeting held on March 19, 2018.

Approval of the Minutes of the Regular Council Meeting held on March 19, 2018.

- | | |
|---|---|
| 4. Committee of the Whole
Ordinance No. 2018-66 | An Ordinance authorizing the Mayor to enter into an agreement with Village in the Heights; and declaring this to be an urgent measure. |
| 5. Committee of the Whole
Ordinance No. 2018-67 | An Ordinance amending appropriations for current expenditures and other expenses of the City of Beachwood, State of Ohio, for the fiscal year 2018, January 1, 2018 to December 31, 2018, inclusive; and declaring this to be an urgent measure. |
| 6. Economic Development Committee
Ordinance No. 2018-36 | An Ordinance implementing Sections 3735.65 through 3735.70 of the Ohio Revised Code, establishing and describing the boundaries of the Commerce Park Community Reinvestment Area in the City of Beachwood, Ohio, designating a housing officer to administer the program, and creating a Community Reinvestment Housing Council and Tax Incentive Review Council. |
| 7. Finance and Insurance Committee
Ordinance No. 2018-65 | An Ordinance authorizing and directing the payment of certain claims (Bills) for Professional and other services; and declaring this to be an urgent measure. |
| 8. Finance and Insurance Committee
Ordinance No. 2018-68 | An Ordinance authorizing the Mayor to enter into a renewal agreement with AT&T to provide Integrated Services Digital Network – Prime Service (ISDN PRI) and to switch from copper lines to fiber optic cable; and declaring this to be an urgent measure. |

Page Two
City Council Meeting Agenda
April 2, 2018

- | | | |
|-----|---|--|
| 9. | Finance and Insurance Committee
Ordinance No. 2018-69 | An Ordinance authorizing the Director of Finance to transfer certain funds from the Deposits fund to the General Fund; and declaring this to be an urgent measure. |
| 10. | Legal and Personnel Committee
Ordinance No. 20148-70 | An Ordinance appointing Diane A. Calta as Law Director of the City of Beachwood, Ohio; and declaring this to be an urgent measure. |
| 11. | Legal and Personnel Committee
Ordinance No. 2018-71 | An Ordinance authorizing the Mayor to enter into a contract with Hope L. Jones to provide legal services; and declaring this to be an urgent measure. |
| 12. | Legal and Personnel Committee
Ordinance No. 2018-72 | An Ordinance authorizing the Mayor to enter into an amended agreement with Clemans, Nelson & Associates, Inc.; and declaring this to be an urgent measure. |
| 13. | Safety and Public Health Committee
Ordinance No. 2018-73 | An Ordinance authorizing the Mayor to purchase one (-1-) Ford Explorer Police Interceptor Utility Vehicle to replace unit #1287 for the City of Beachwood, Ohio Police Department from Lebanon Ford, Inc. and further waiving competitive bidding; and declaring this to be an urgent measure. |
| 14. | Committee of the Whole
Ordinance No. 2018-74 | An Ordinance authorizing the Mayor to enter into a Contract with the Fraternal Order of Police, Beachwood Lodge 86; and declaring this to be an urgent measure. |

###

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VILLAGE IN THE HEIGHTS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, a pilot program was launched January 8, 2018 to provide rubbish pick-up services to Senior and Disabled residents in the City of Beachwood, Ohio; and

WHEREAS, that pilot program will be ending on April 13, 2018; and

WHEREAS, the Community Services Director desires for the City to enter into an agreement with Village in the Heights to continue the Senior/Disabled rubbish pick-up program.

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

Section 1: The Mayor is hereby authorized enter into an agreement with Village in the Heights in an amount not to exceed Forty Thousand Dollars and No/Cents (\$40,000.00).

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

Section 3: This Ordinance is declared to be an emergency 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 this Ordinance is required to be immediately effective to provide for the services herein referred to without interruption; wherefore this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

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

Clerk

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

Mayor

AGREEMENT FOR SERVICES

THIS AGREEMENT is made this _____ day of _____, 2018 by and between the City of Beachwood, Ohio, 25325 Fairmount Blvd., Beachwood, Ohio 44122 (hereinafter referred to as the "City"), and the Village in the Heights (hereinafter referred to as "the Village").

WHEREAS, it is the intention of the City to obtain services in connection with the City's Senior Curbside Rubbish Program, hereinafter referred to as the "Services;" and

WHEREAS, the Village wishes to continue providing these Services under the same conditions established as part of the pilot program.

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

ARTICLE 1: THE VILLAGE'S SERVICES AND RESPONSIBILITIES

Scope of Services:

- 1.1 The Village shall provide the Services in accordance with the following conditions:
 - a. The Village shall provide the Services once a week for each participant on their regular collection day (set by the City) subject to any schedule change necessitated by an observed City holiday.
 - b. The Village shall collect rubbish and recyclables from the city-provided and approved cart ("Carts") from the participants (must be placed near the participant's garage) in the City's Senior Curbside Rubbish Program and place the Carts at the tree lawn for pickup.
 - c. The Village shall collect the Carts from the tree lawn after pickup has occurred and return the Carts to the participant's garage door.
 - d. The Village shall comply with the following time constraints for performing the Services:
 - i. The Village shall ensure that all Carts are placed at each participant's tree lawn no later than 7:30 AM on the day of collection. Carts cannot be placed at the tree lawn any earlier than 6:00 PM the day before the collection date. Carts must be placed back at the property owner's garage no later than 7:30 PM the date of the collection.
 - e. No Services shall be performed on Saturday.
- 1.2 The Village shall provide enough volunteer personnel to perform the Services each week. The Village shall be responsible for all recruitment and scheduling of its volunteers in order to perform the Services.

All volunteer names, addresses and social security numbers shall be provided to the City for a background check to be performed by the City at no charge. No volunteer shall perform any Services until the City has cleared each to do so.

The Village shall provide each volunteer with a large visible (i.e. neon orange/lime green)

identification badge so that the volunteer is recognizable to participants.

The Village shall direct each volunteer not to enter into any participant's residence for any reason other than an emergency.

1.3 The Village 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 Village which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy. The Village 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. The Village further understands and acknowledges that the City will not provide insurance for or otherwise indemnify the Village for any claims, damages or injuries sustained during its activity conducted for the City.

1.4 The Village represents that it maintains no employees receiving compensation of any kind, and is managed fully by volunteer efforts. The Village does maintain a Volunteer Accident Insurance Policy in addition to its General Liability Policy, and evidence thereof shall be provided to the City prior to execution of this Agreement.

ARTICLE 2: CITY SERVICES AND RESPONSIBILITIES

2.0 The City shall place high visibility colored posts on the tree lawns of every resident participating in the Rubbish Assistance Program. This will allow Village volunteers to identify participating residences where address signs may have been obscured by snow/ice.

2.1 The City shall, at the Village's request, provide any public information and material on file at City offices that would be pertinent to the Services.

2.2 The City shall provide the Village access (consent) to enter upon private property as required for the performance of Services. The City shall ensure that each property owner has completed a right of entry form substantially similar to the form attached as Exhibit A.

2.3 The City will direct the participants in the Program to place Carts at an accessible location by 6:00 PM the day before their regular collection day.

2.4 The City shall provide the Village with a list of participants, addresses, participant phone numbers (when known), and the routes that the City's Service Department has established.

ARTICLE 3: TERM OF SERVICE

3.1 The term of the agreement shall be April 14, 2018 through December 31, 2018 and thereafter, may be reviewed/renewed annually.

ARTICLE 4: COMPENSATION

4.1 Compensation for the Services will be in the amount of \$5.00 per week per customer and will not exceed \$40,000 for the calendar year ending December 31, 2018. The City will be invoiced monthly by the Village for services provided.

ARTICLE 5: TERMINATION OF AGREEMENT

5.1 This Agreement may be terminated by either party upon at least forty five (45) days prior written notice to either party.

ARTICLE 6: SUCCESSORS AND ASSIGNS

The City and the Village, respectively, bind themselves, their successors, assigns, and legal representatives to the other party to this Agreement and to the successors, assigns, and legal representatives of the other party with respect to all covenants of this Agreement. Neither the City nor the Village shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other. Nothing in this Agreement shall be construed as creating any right, benefit or cause of action for or on behalf of any person or entity not a party to this agreement.

ARTICLE 7: EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and the Village and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Village.

ARTICLE 8: NOTICES

All notices under this Agreement shall be mailed to the other party via certified mail, return receipt requested. Notices shall be addressed to the parties as follows:

If to the Village: Village in the Heights
23819 E Groveland Rd
Beachwood, OH 44122.1206

If to the City: City of Beachwood, Ohio
23355 Mercantile
Beachwood, Ohio 44122
Attn: Dale Pekarek, Service Director

ARTICLE 9: MISCELLANEOUS

Governing Law And Forum

The law of the State of Ohio shall govern the rights and duties of the parties. The courts located in Cuyahoga County, Ohio, shall be the forum to resolve any disputes arising under this Agreement to the extent of their jurisdiction.

No Waiver

The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation thereof.

THIS AGREEMENT is executed the day and year first above-written.

CITY OF BEACHWOOD, OHIO

By _____
Martin S. Horwitz, Mayor

Date: _____

THE VILLAGE

By _____

Print Name _____

Date _____

CERTIFICATE OF THE DIRECTOR OF LAW

Approved as to legal form and correctness.

William R. Hanna, Interim Director of Law
Nathalie E. Naso, Assistant Law Director

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: _____



RIGHT OF ENTRY SENIOR COLLECTION PROGRAM

In consideration of the City of Beachwood, Village in the Heights and/or its duly designated representatives, doing the work described herein, I do hereby agree as follows:

1. I/We ("Property Owner/Occupant") authorize the City of Beachwood, Village in the Heights, or their duly authorized representatives to enter upon my land located at the following location in order to collect my rubbish cart for pickup ("Work"):

Address: _____

2. I/We understand that solid waste must be bagged and placed in the City provided and approved collection cart. The cart must be placed at an accessible location no later than 6:00 PM the day before my regular collection day. The City's representative will replace the cart to the garage door.
3. I/We understand that recyclables must be placed loose (not in plastic bags) in my recycle cart and the cart placed at an accessible location no later than 6:00 PM the day before my recycle collection. The City's representative will replace the cart by the garage door.
4. I/We understand that Yard Waste bags and other large items do not qualify for the Senior Collection Program and must be placed curbside.
5. I/We and our successors in interest, agree to indemnify, keep and save harmless the Village in the Heights, City of Beachwood and their respective officers, agents and employees against all claims, causes of actions suits, liabilities and/or damages that may be based upon any injury to persons or property that may arise out of any negligent act, error or omission in the performance of the Work being done hereunder.

I/We have read and understand this Right of Entry and hereby agree to all of the provisions set forth herein.

Witness

Property Owner/Occupant

Date

Property Owner/Occupant

AN ORDINANCE AMENDING APPROPRIATIONS FOR CURRENT EXPENDITURES AND OTHER EXPENSES OF THE CITY OF BEACHWOOD, STATE OF OHIO, FOR THE FISCAL YEAR 2018, JANUARY 1, 2018 TO DECEMBER 31, 2018, INCLUSIVE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Council and Mayor of the City of Beachwood contracted for a pilot program with "Village in the Heights" for assistance with senior and disabled persons by taking the trash receptacles to and from the street curb for pickup; and

WHEREAS, the pilot program has been deemed to be successful and therefore the Community Services Director desires for the City to continue and enter into a contract with "Village in the Heights" in an amount not to exceed Forty Thousand Dollars and No/Cents (\$40,000.00) for the remainder of 2018; and

WHEREAS, City Council approved Ordinance 2018-54 on March 5, 2018 authorizing the appropriations for current expenditures and other expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2018, January 1, 2018 to December 31, 2018 inclusive; and

WHEREAS, the approved appropriations did not include the Forty Thousand Dollars and No/Cents (\$40,000.00) for the contract with "Village in the Heights".

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

Section 1: Based upon the recommendation of the Community Services Director as indicated in her email to the Mayor dated March 20, 2018 attached hereto, the City's appropriations in Ordinance 2018-58 are hereby amended to reflect the increases and/or decreases outlined on the attached spreadsheet.

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

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health, safety, and welfare or the efficient operation of the City; further necessity existing because appropriation of these sums will provide for the current expenses and other expenditures of the said City of Beachwood for the fiscal year ending December 31, 2018.

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

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

Clerk

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

Mayor

Whitney Crook

From: Karen Carmen
Sent: Tuesday, March 20, 2018 9:57 AM
To: Martin S. Horwitz; Larry Heiser; Whitney Crook
Cc: Tina Turick; 'Barbara Bellin Janovitz'
Subject: FW: Senior Rubbish Assistance Program
Attachments: 2105_001.pdf; Amend BCO Chapter 660-Rubbish Collection122017.docx; Contract 2018.doc; Right of Entry 110717.docx

Follow Up Flag: Follow up
Flag Status: Completed

Mayor,

Attached are the necessary documents and Ordinance Request Form (pdf format) to continue our Senior Trash Assistance Program with Village in the Heights (Paul Sobel.)

To ensure a seamless transition of service to our residents after the pilot program ends on April 13, we are requesting this ordinance to be placed on the April 2ND Council agenda. I have secured Barbara Bellin Janovitz's support and she does not think we need a work session.

Thank you,
Karen

City of Beachwood
2018 Appropriations

General Fund	Department	Wages & Benefits	Other	Total
	101 Council	\$ 127,400	\$ 93,200	\$ 220,600
	121 Mayor	\$ 612,100	\$ 52,300	\$ 664,400
	122 Economic Development	\$ 120,000	\$ 491,200	\$ 611,200
	131 Finance Department	\$ 1,587,000	\$ 5,796,900	\$ 7,383,900
	141 Law Department	\$ 424,200	\$ 197,400	\$ 621,600
	221 Police	\$ 9,649,900	\$ 1,158,400	\$ 10,808,300
	231 Fire	\$ 7,599,600	\$ 560,800	\$ 8,160,400
	341 Service Administration	\$ 6,717,900	\$ 3,602,800	\$ 10,320,700
	441 Human Services	\$ 404,600	\$ 288,100	\$ 692,700
	511 Recreation Administration	\$ 877,400	\$ 545,700	\$ 1,423,100
	512 Camps	\$ 347,400	\$ 189,300	\$ 536,700
	514 Sports	\$ 17,400	\$ 63,800	\$ 81,200
	519 Other Programs	\$ 88,600	\$ 96,800	\$ 185,400
	531 Pools and Parks	\$ 280,900	\$ 315,500	\$ 596,400
	611 Building	\$ 1,187,800	\$ 121,300	\$ 1,309,100
	Total General Fund			\$ 43,615,700
Special Revenue Fund	Fund #			
	211 Street Construction Maint. & Repair	\$ -	\$ 1,300,000	\$ 1,300,000
	212 State Highway	\$ -	\$ 200,000	\$ 200,000
	231 Mayor's Court Improvement	\$ -	\$ 50,000	\$ 50,000
	241 Federal Equitable Sharing	\$ -	\$ 200,000	\$ 200,000
	243 Drug Law Enforcement	\$ -	\$ 100,000	\$ 100,000
	261 Blossom Lane Street Lights	\$ -	\$ 1,640	\$ 1,640
	262 George Zieger Drive Street Lights	\$ -	\$ 18,800	\$ 18,800
	291 Eaton TIF Fund	\$ -	\$ 4,000,000	\$ 4,000,000
	292 Omnova TIF Fund	\$ -	\$ 355,000	\$ 355,000
	Total Special Revenue Fund			\$ 6,225,440
Debt Service Fund	Fund #			
	331 General Bond Retirement	\$ -	\$ 2,400,000	\$ 2,400,000
	Total Debt Service Fund			\$ 2,400,000
Capital Improvement Fund	Fund #			
	441 Capital Improvement	\$ -	\$ 5,000,000	\$ 5,875,000
	Total Capital Improvement			\$ 5,875,000
Internal Service Fund	Fund #			
	501 Workers' Compensation Self Insurance	\$ -	\$ 250,000	\$ 250,000
	Total Internal Service Fund			\$ 250,000
Trust and Agency Funds	Fund #			
	784 Police Pension Fund	\$ -	\$ 248,000	\$ 248,000
	Total Trust and Agency Funds			\$ 248,000

TOTAL 2018 APPROPRIATIONS

\$ 58,614,140

(Finance appropriation includes a \$2,000,000 transfer to Debt Service Fund, and \$2,000,000 transfer to the Capital Improvement Fund)

Passed: March 5, 2018, Ord. No. 2018 -54

Amended: April 3, 2018, Ord. No. 2018- xx

Please note: Human Services Budget under other is increased by \$40,000. Previous amount was \$3,562,800
Now budgeted amounts is \$3,602,800

INTRODUCED BY: J. Taylor

ORDINANCE NO. 2018-36

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clerk

Approval: I have approved this legislation this ____ day of _____, 2018, and filed it with the Clerk.

Mayor

Placed on First Reading and Referred to a Public Hearing: February 5, 2018
Held on Pending: February 20, 2018
Placed on Second Reading: March 19, 2018

CITY OF *Beachwood*

INTEROFFICE MEMORANDUM

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

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

DATE: January 23, 2016

SUBJECT: Community Reinvestment Area (CRA) Establishment

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

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

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

Enc.

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

APPROVED BY MAYOR FOR
NEXT COUNCIL AGENDA.

SIGNATURE

DATE

Martin S. Horwitz
1-23-18

Job Creation Incentive Study

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

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

Award guidelines:

New Payroll by end of Year 3:

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

Proposal:

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

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

Example of a points- based application format:

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

9. LEED certification or installation of renewable energy materials?

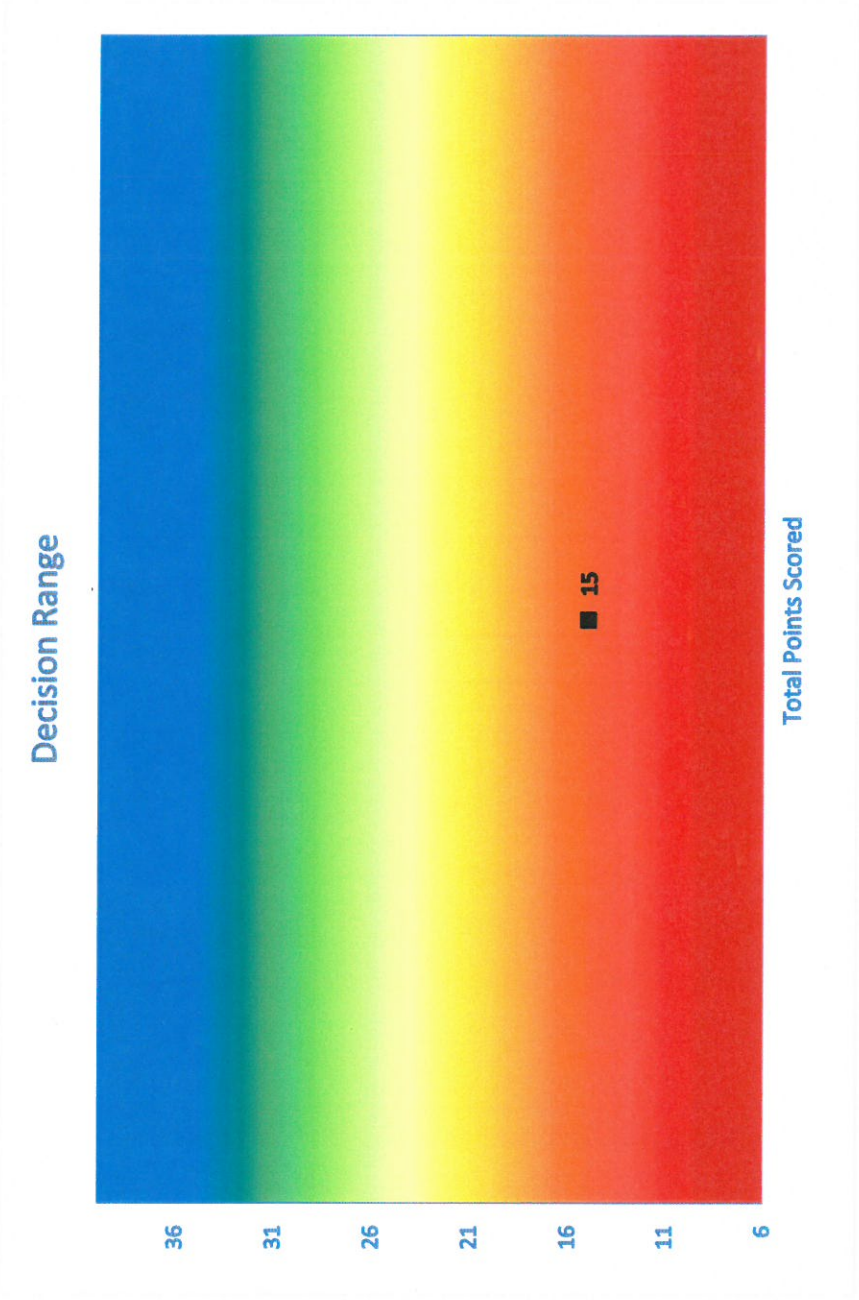
Yes (3 points)

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

Yes (3 points)

No (0 points)

Results Chart Sample:



Point range: 6=lowest, 38=highest

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

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

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

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

Label this as "Attachment A."

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

Label this as "Attachment B."

9. Attach a certified copy of the local legislative authorization, which may be either an ordinance or resolution that authorizes the creation of this CRA⁶. The proper authority **must** certify each ordinance/resolution. **Label this as "Attachment C."**
10. Attach evidence that the local legislation was published in a newspaper of general circulation once a week for two consecutive weeks immediately following its adoption per ORC Section 3735.66. **Label this as "Attachment D."**

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

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

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

Signature Municipal/CEO President
of the Board of County Commissioners

Date:

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

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

Beachwood - Commerce Park Community Reinvestment Area

City of Beachwood Housing Study (Attachment B)

Introduction	3
Beachwood History	3
Future Plans	4
Location	4
Demographics	4
Historic Buildings	5
Existing Housing Characteristics	5
Property Values	6
Zoning	6
Major Industries	7
Vacant Land	7
Conclusion	7

Proposed CRA

Boundary Map (E-1)	8
CRA Boundary Map (E-2)	9
Zoning Map (E-3)	10
Major Industries Map (E-4)	11
Vacant Land Map (E-5)	12
School District Boundary Map (E-6)	13
Written Description of CRA (F)	14
School District Description (G)	14

Proposed CRA (cont.)

School Board Notification (H-1)	14
School Board Procedure (H-2)	14
School Board Involvement (H-3)	14
Regional Contact Information (I)	15-16

Photos

Residential	17-19
Commercial	20-24

Housing Survey (Attachment B)

Prepared by the City of Beachwood Economic Development & Building Departments

Introduction:

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

History of Beachwood, Ohio:

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

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

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

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

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

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

Future Plans:

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

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

Location:

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

Demographics:

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

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

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

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

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

Historic Buildings:

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

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

Beachwood Existing Housing Characteristics:

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

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

Sources: US Census/NEO Cando

Property Values and Investments:

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

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

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

Zoning:

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

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

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

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

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

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

Major Industries:

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

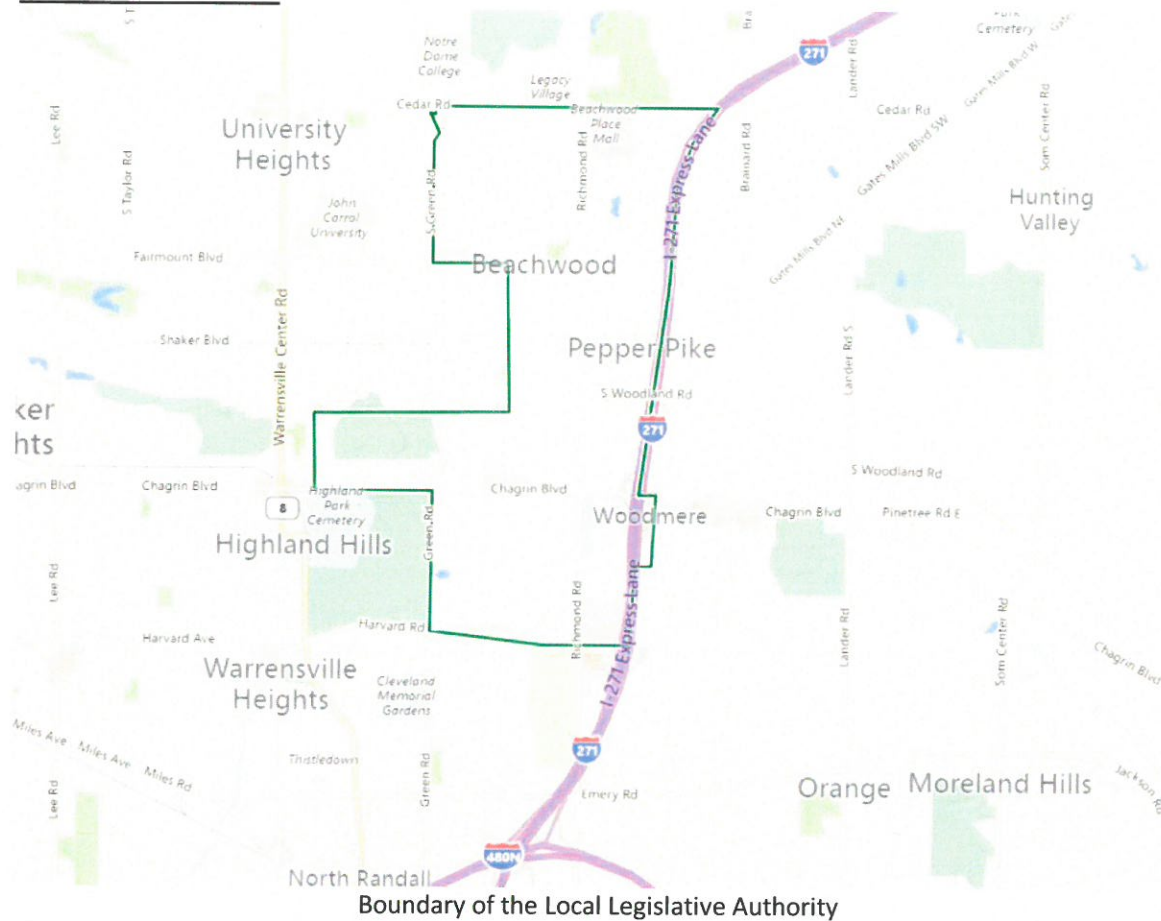
Vacant Land:

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

Conclusion:

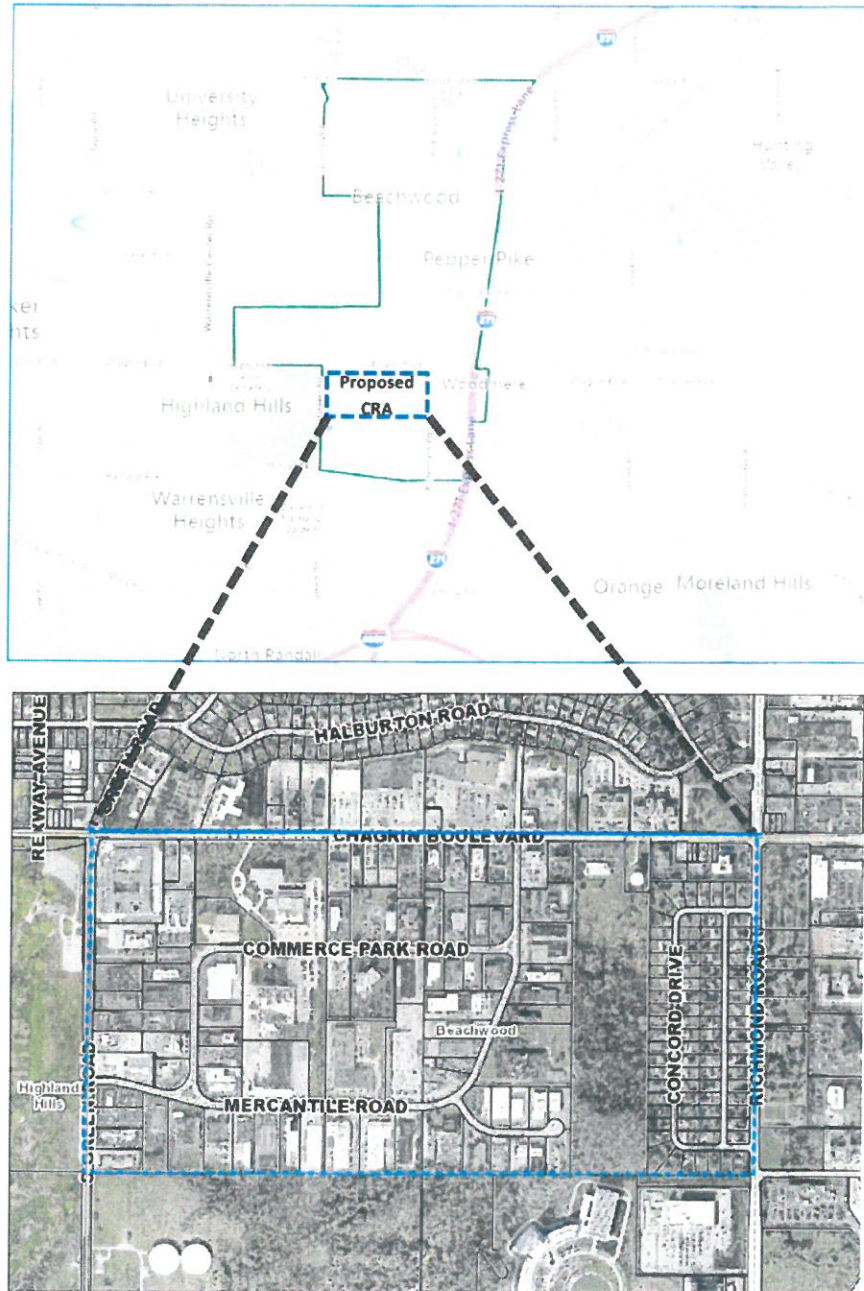
While development takes place around Commerce Park in the City of Beachwood, development within Commerce Park and the Beacon/Concord residential area has stagnated since its initial conception decades ago. Adding the benefits of an established Community Reinvestment Area to the city's toolkit will allow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

Attachment E-1



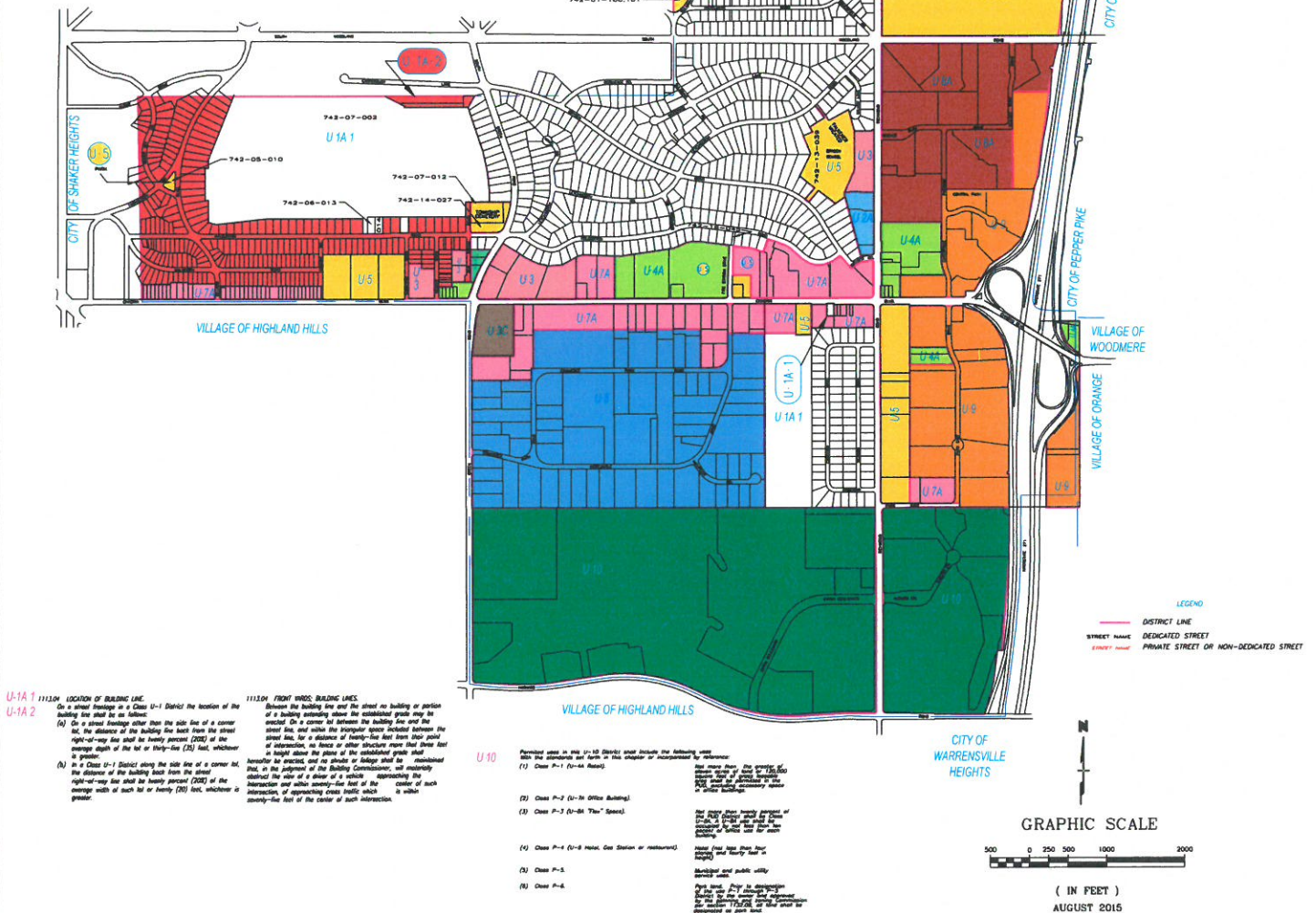
Boundary of the Local Legislative Authority

Attachment E-2

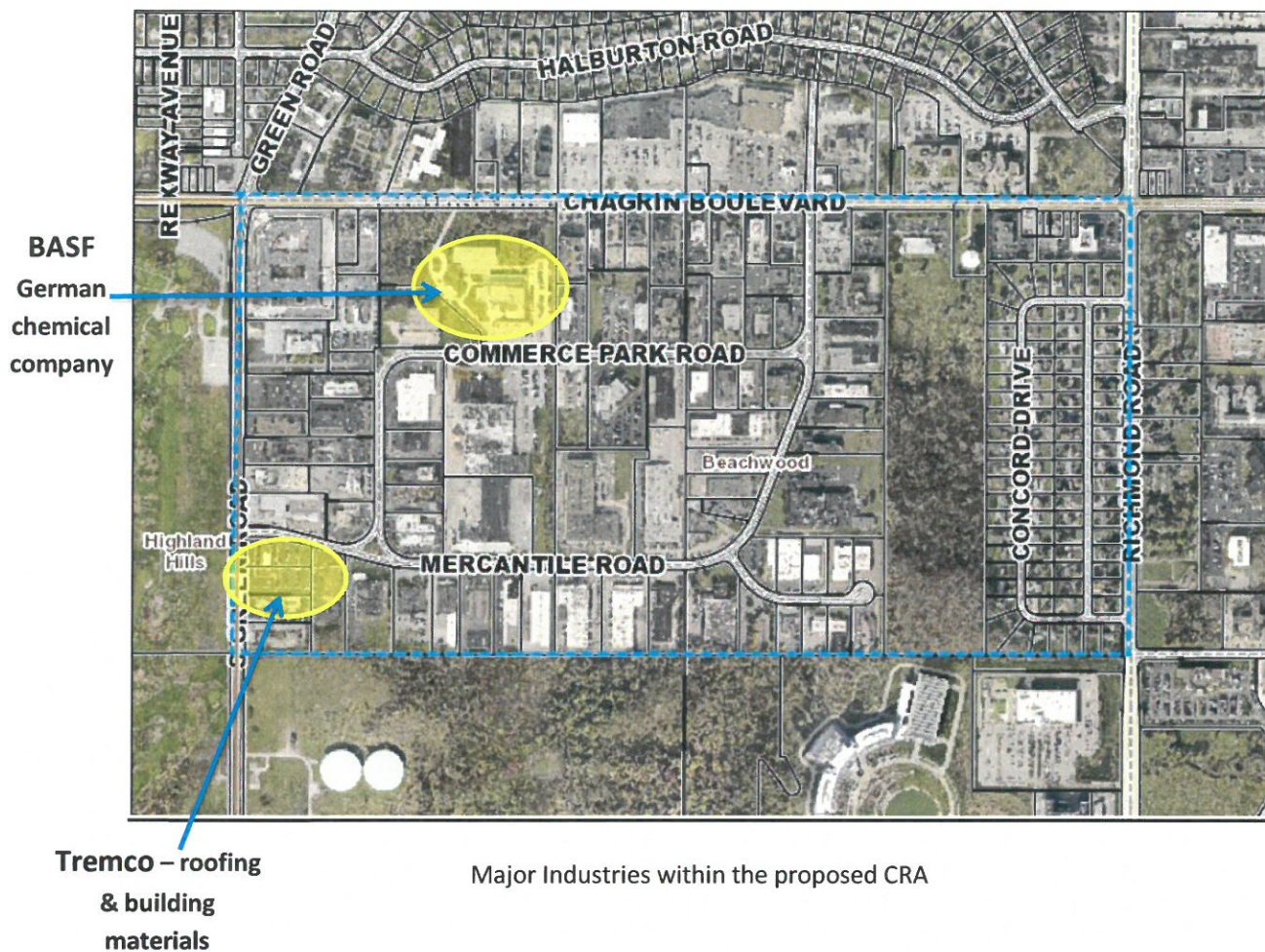


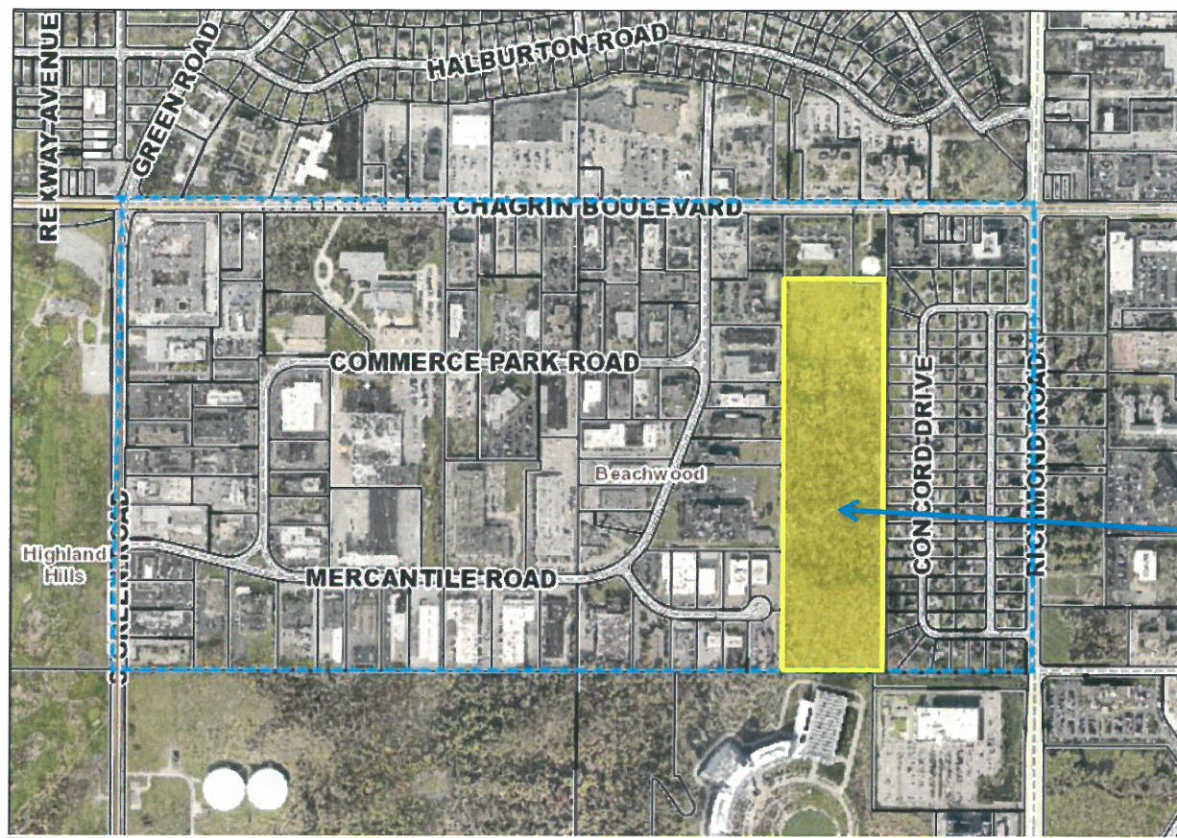
Boundary of Proposed CRA

MAP REVISED AUGUST 2015

[illegible]

Attachment E-4

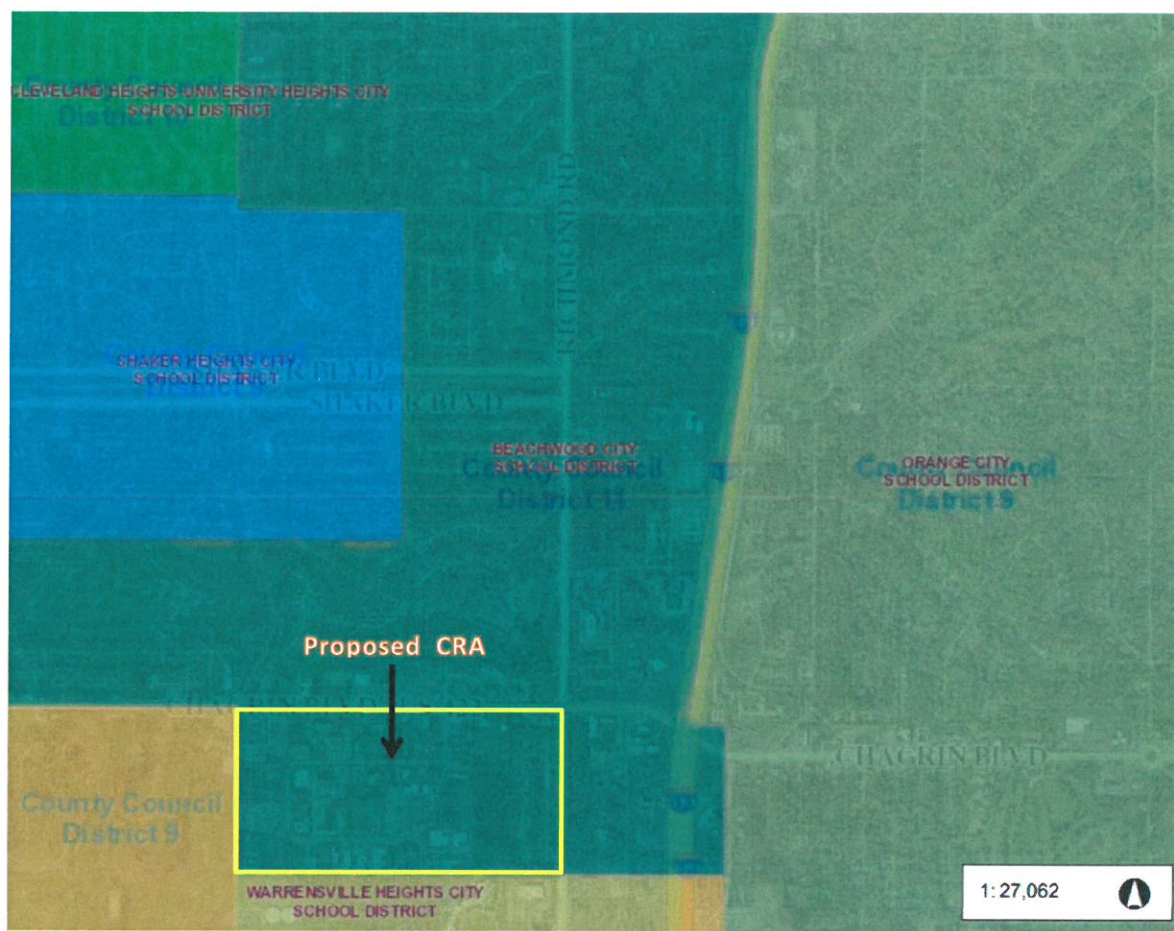


Attachment E-5

Approx 30
acres
owned by
the First
Ladies
Slovak
Assoc.

Vacant Land within the proposed CRA

Attachment E-6



School District Boundary Map

Attachment F

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

Attachment G

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

Attachment H-1 (Evidence of School Board notification)

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

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

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

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

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

Contact Information (Attachment I)

a) County Auditor:

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

b) Township Clerk:

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

c) County Commissioner:

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

d) City of Beachwood Mayor:

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

e) Beachwood City Schools Superintendent

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

f) State Representative

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

Contact Information (Attachment I continued)

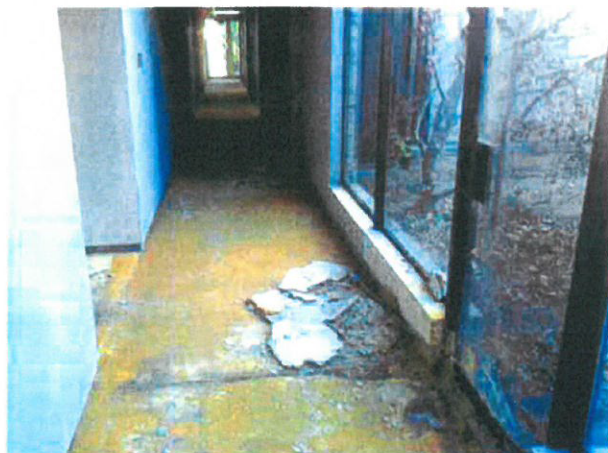
g) State Senator

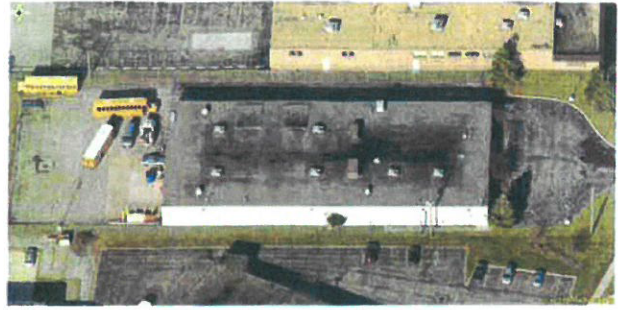
Kenny Yuko, District 25
1 Capitol Square, 3rd Floor
Columbus, OH 43215
614-466-4583





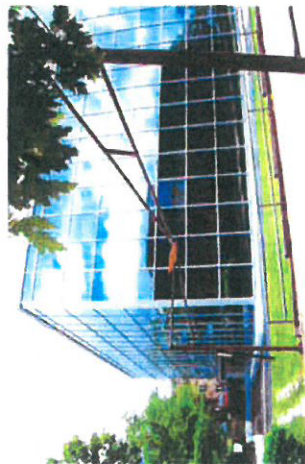






12/07/2016





from Street - 742 25-005 24100 Chicago Blvd - Pearson Building Co.



from Street - 742 25-005 24100 Chicago Blvd - Pearson Building Co.



from Street - 742 25-005 24100 Chicago Blvd - Pearson Building Co.



from Street - 742 25-005 24100 Chicago Blvd - Pearson Building Co.



from Street - 742 25-005 24100 Chicago Blvd - Pearson Building Co.



from Street - 742 25-005 24100 Chicago Blvd - Pearson Building Co.



Google Maps



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





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:

<u>For Supplies and Services</u>	<u>April 2, 2018</u>	<u>\$13,416.90</u>
Tactical Planning	Engineering Services	\$460.00
GPD Group	Engineering Services	\$12,956.90

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

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

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

Attest: I hereby certify that this legislation was duly adopted on the 2nd day of April 2018 and presented to the Mayor.

Clerk

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

Mayor

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

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

<u>For Supplies and Services</u>	<u>April 2, 2018</u>	<u>\$13,416.90</u> JAH
Tactical Planning	Engineering Services	\$460.00
GPD Group	Engineering Services	\$12,956.90

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

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

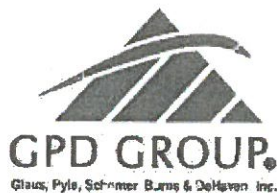
WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the 2nd day of April 2018 and presented to the Mayor.

Clerk

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

Mayor



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

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

February 23, 2018
 Invoice No: 2016119.14 - 10

Invoice Total \$4,087.00

Project 2016119.14 Beachwood - Richmond Rd - Replace NB Lanes
 Hourly Max Not to Exceed \$112,960.00
 P.O.#2016-03722 \$84,600.00
 P.O.#2017-03810 \$22,960.00
 Service Dept.

Professional Services from January 27, 2018 to February 23, 2018

Task 400 Plan Updates / Re-Submit to ODOT
 Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	5.00	104.00	520.00
Finl, Nicholas	8.50	104.00	884.00
Finl, Nicholas	4.00	104.00	416.00
Revised PSE submittal delivered to ODOT today.			
Finl, Nicholas	4.00	104.00	416.00
Revised PSE submittal.			
Senior Designer			
Woyclitzky, Robert	14.50	75.00	1,087.50
CAD Drafter			
Turska, Dawson	.50	71.00	35.50
Binded sheets together to give to Nick Finl.			
Totals	36.50		3,359.00
Total Labor			3,359.00
Total this Task			\$3,359.00

Task 500 Prepare RFP for Const Insp/Rev Submittal
 Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	6.00	104.00	624.00
Finl, Nicholas	1.00	104.00	104.00
QCI RFI response.			
Totals	7.00		728.00
Total Labor			728.00

Net 30 days.

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

APPROVED FOR PAYMENT
 BY: *[Signature]* 3/16/18
 DATE: 3-15-18
 P/O: 2016-03722 = \$136.25
 2017-03810 = \$3,950.75

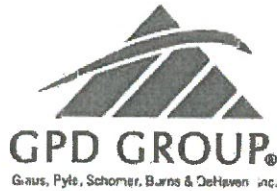
Project	2016119.14	Beachwood - Richmond Rd-Replace NB Lanes	Invoice	10
Total this Task			\$728.00	
Total this Invoice			\$4,087.00	

Outstanding Invoices

Number	Date	Balance
9	1/26/2018	4,223.00
Total		4,223.00

Billings to Date

	Current	Prior	Total
Labor	4,087.00	88,686.75	92,773.75
Totals	4,087.00	88,686.75	92,773.75



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

Invoice

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

February 23, 2018
 Invoice No: 2017119.15 - 5

Invoice Total \$956.00

Project 2017119.15 Beachwood - Shaker Median Survey

Service Dept.
 Max Not to Exceed \$14,144.00

Professional Services from January 27, 2018 to February 23, 2018

Task 170 Drainage Relief Swale
Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	3.00	104.00	312.00
Fini, Nicholas	1.00	104.00	104.00
Design Engineer			
Stonitsch, Erik	6.00	90.00	540.00
Totals	10.00		956.00
Total Labor			956.00

Total this Task \$956.00

Total this Invoice \$956.00

Outstanding Invoices

Number	Date	Balance
3	12/31/2017	6,356.00
4	1/26/2018	2,340.00
Total		8,696.00

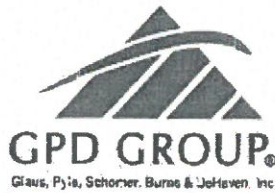
Billings to Date

	Current	Prior	Total
Labor	956.00	10,648.00	11,604.00
Totals	956.00	10,648.00	11,604.00

Net 30 days.

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

APPROVED FOR PAYMENT
 BY: *[Signature]* 3-15-18
 DATE: 3-15-18
 P/O: 2018-00547



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

Invoice

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

Edward Rose Sen Co
2017-26594

February 23, 2018
 Invoice No: 2017120.09 - 12

Invoice Total \$704.00

in

Project 2017120.09 Beachwood - Rose Senior Living

Building Dept:

Max Not to Exceed \$10,000.00

Professional Services from January 27, 2018 to February 23, 2018

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Cluni, Joseph	1.00	104.00	104.00
Senior Designer			
Musawwir, Habib	8.00	75.00	600.00
Totals	9.00		704.00
Total Labor			704.00
Total this Task			\$704.00
Total this Invoice			\$704.00

Outstanding Invoices

Number	Date	Balance
11	1/26/2018	1,296.00
Total		1,296.00

Billings to Date

	Current	Prior	Total
Labor	704.00	9,144.00	9,848.00
Totals	704.00	9,144.00	9,848.00

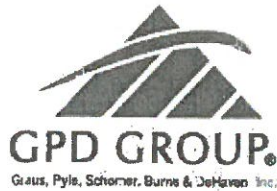
Net 30 days.

APPROVED FOR PAYMENT

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

BY *Willie Krumm*
 DATE: *3-15-18*

P# *783.000.53130*



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

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

February 23, 2018
 Invoice No: 2017120.38 - 5

*Beachwood Board of Education
 #2018-28848*

Invoice Total \$578.00

in

Project 2017120.38 Beachwood - Fairmount School Plan Review

Building Dept.
 Max Not to Exceed \$5,000.00

Professional Services from January 27, 2018 to February 23, 2018

Task 100 Plan Review and Meetings
Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	104.00	104.00
Senior Engineer			
Glass, Matthew	2.00	95.00	190.00
Design Engineer			
Gorman, Jacqueline	2.00	90.00	180.00
Totals	5.00		474.00
Total Labor			474.00
Total this Task			\$474.00

Task 200 Traffic Study Review
Professional Personnel

	Hours	Rate	Amount
Project Manager			
Westbrooks, Kevin	1.00	104.00	104.00
Totals	1.00		104.00
Total Labor			104.00
Total this Task			\$104.00
Total this Invoice			\$578.00

Billings to Date

	Current	Prior	Total
Labor	578.00	2,309.00	2,887.00
Totals	578.00	2,309.00	2,887.00

Net 30 days.

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

APPROVED FOR PAYMENT

BY: *William Burns*
 DATE: 3-15-18
 P# 783.060.53130



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

Invoice

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

February 23, 2018
Invoice No: 2017120.43 - 3

*Premier Custom Builders
#1793125
memo*

Invoice **\$86.40**
Total

Project 2017120.43 Beachwood - Lot Consolidation Annesly Rd - P&Z 2017-25

Building Dept.
Max Not to Exceed \$1,000.00

Professional Services from January 27, 2018 to February 23, 2018

Task 100 Plan Review

Reimbursable Expenses

Other Reimbursable Exp.

1/16/2018	Cuyahoga County	Record Plats	86.40	
Total Reimbursables			86.40	86.40

Total this Task **\$86.40**

Total this Invoice **\$86.40**

Outstanding Invoices

Number	Date	Balance
2	1/26/2018	162.40
Total		162.40

Billings to Date

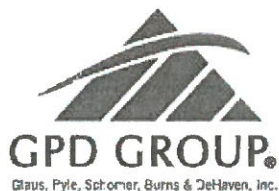
	Current	Prior	Total
Labor	0.00	358.00	358.00
Expense	86.40	87.40	173.80
Totals	86.40	445.40	531.80

Net 30 days.

APPROVED FOR PAYMENT

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

BY: *Will Hunt*
DATE: *3-15-18*
PAID: *783.000.53130*



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

Invoice

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

February 23, 2018
 Invoice No: 2018046.01 - 2

Invoice Total \$3,529.00

Project 2018046.01 Beachwood - 2018 Traffic Engineering Services
 P.O. #2018-00149
 Max Not to Exceed \$48,000.00
Professional Services from January 27, 2018 to February 23, 2018

Task 050 Project Administration
 Professional Personnel

	Hours	Rate	Amount
Project Manager			
Gillespie, Ryan	13.50	104.00	1,404.00
Totals	13.50		1,404.00
Total Labor			1,404.00
Total this Task			\$1,404.00

Task 052 February Signal Management
 Professional Personnel

	Hours	Rate	Amount
Senior Engineer			
Ford, Ashley	2.00	95.00	190.00
Design Engineer			
Ferrell, Brett	21.50	90.00	1,935.00
Totals	23.50		2,125.00
Total Labor			2,125.00
Total this Task			\$2,125.00

Billing Limits	Current	Prior	To-Date
Total Billings	3,529.00	1,355.00	4,884.00
Limit			48,000.00
Remaining			43,116.00

Total this Invoice \$3,529.00

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: 3/13/2018
 P/O: *[Signature]*

Net 30 days.

APPROVED FOR PAYMENT

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

BY: *[Signature]*
 DATE: 3-14-18
 P/O: 2018-00149

Project	2018046.01	Beachwood-2018 Traffic Eng Services	Invoice	2
---------	------------	-------------------------------------	---------	---

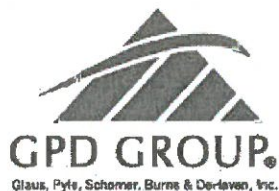
Outstanding Invoices

Number	Date	Balance
1	1/26/2018	1,355.00
Total		1,355.00

Net 30 days.

Page 2

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



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

Invoice

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

February 23, 2018
 Invoice No: 2018119.01 - 2

Invoice **\$2,276.50**
Total

Project 2018119.01 Beachwood - General Engineering Service Department

Service Dept.
Professional Services from January 27, 2018 to February 23, 2018

Task 100 Meeting Attendance
 Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	104.00	208.00
County Sanitary Engineer mtg.			
Ciuni, Joseph	2.00	104.00	208.00
Dominion - Richmond Road Meeting			
Totals	4.00		416.00
Total Labor			416.00
Total this Task			\$416.00

Task 200 General Engineering
 Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	104.00	208.00
Ride the streets with the Mayor.			
Fini, Nicholas	3.00	104.00	312.00
Campus Road CWD SWMR application.			
Fini, Nicholas	1.00	104.00	104.00
Halburton cost estimates.			
Gillespie, Ryan	6.00	104.00	624.00
Hobbs, Michael	2.00	104.00	208.00
Washko, Thomas	1.00	104.00	104.00
Review bridge inspection report.			
Senior Engineer			
Ford, Ashley	2.00	95.00	190.00
Traffic.			
Senior Designer			
Woyditzky, Robert	1.00	75.00	75.00
Zoning map.			

Net 30 days.

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

BY: [Signature] 3-16-18
 DATE: 3-15-18
 P/O: 2018-00143

APPROVED FOR PAYMENT

Project	2018119.01	Beachwood - General Engineering Svc Dept	Invoice	2
---------	------------	--	---------	---

CAD Drafter

Stimson, Diana

Totals

Total Labor

.50

18.50

71.00

35.50

1,860.50

1,860.50

Total this Task

\$1,860.50

Total this Invoice

\$2,276.50

Outstanding Invoices

Number

Date

Balance

1

1/26/2018

2,038.00

Total

2,038.00

Billings to Date

Current

Prior

Total

Labor

2,276.50

2,038.00

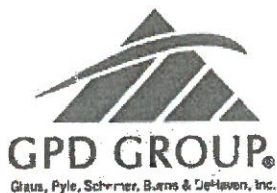
4,314.50

Totals

2,276.50

2,038.00

4,314.50



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

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

*Bill
 SOP-2018-4
 Dominion East Ohio bus*

February 23, 2018

Invoice No:

2018119.04 - 1

Invoice Total \$532.00

Project 2018119.04

Beachwood - Dominion Project - Bryden / Richmond

Service Dept.

Max Not to Exceed \$1,500.00

Professional Services from January 27, 2018 to February 23, 2018

Task 100 Inspection
 Professional Personnel

		Hours	Rate	Amount
Project Manager				
Ciuni, Joseph	2/7/2018	1.00	104.00	104.00
Ciuni, Joseph	2/9/2018	1.00	104.00	104.00
Inspector				
Musawwir, Habib	2/1/2018	6.00	54.00	324.00
Totals		8.00		532.00
Total Labor				532.00

Total this Task **\$532.00**

Total this Invoice **\$532.00**

Billings to Date

	Current	Prior	Total
Labor	532.00	0.00	532.00
Totals	532.00	0.00	532.00

IR

APPROVED FOR PAYMENT

BY: *[Signature]* 34

DATE: 3-15-18

PAID: 783.000. 53.130

Net 30 days.

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



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

Invoice

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

February 23, 2018

Invoice No: 2018120.04 - 1

*Premier Custom Builders
 #2018-29104*

Invoice Total \$208.00

14

Project 2018120.04 Beachwood - 26717 Annesley Road

Building Dept.
Max Not to Exceed \$750.00

Professional Services from January 27, 2018 to February 23, 2018

Task 100 House Topo Review
Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	104.00	208.00
Totals	2.00		208.00
Total Labor			208.00
Total this Task			\$208.00

Billings to Date

	Current	Prior	Total
Labor	208.00	0.00	208.00
Totals	208.00	0.00	208.00
Total this Invoice			\$208.00

Billings to Date

	Current	Prior	Total
Labor	208.00	0.00	208.00
Totals	208.00	0.00	208.00

Net 30 days.

APPROVED FOR PAYMENT

BY: *Willie*

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

DATE: *3-15-18*

P/O: *783.000.53130*

Tactical Planning, LLC

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

INVOICE

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

March 7, 2018

FED ID # 46-3453684

P.O. # 2017-02032

INV # BW-1805

For professional services rendered with regard to **Updating the Planning and Zoning and Building Codes** pursuant to the above referenced Purchase Order:

Joint Meeting with City Council and Planning and Zoning Commission (3/5/18)
G. Smerigan 1.5 Hours @ \$115.00 / hour \$172.50

TOTAL DUE THIS INVOICE

\$172.50

APPROVED FOR PAYMENT

BY: Willy Gurnea
DATE: 3/14/18
P/O: 2017-02032

Thank you,



George Smerigan
Member

Tactical Planning, LLC

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

INVOICE

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

March 7, 2018

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1806

For professional services rendered as follows:

Meeting re: Zigdon Property (2/23/18)

G. Smerigan	1.5 Hours	@	\$115.00 / hour	\$172.50
-------------	-----------	---	-----------------	----------

ABR Meeting (2/20/18)

G. Smerigan	1.0 Hours	@	\$115.00 / hour	\$115.00
-------------	-----------	---	-----------------	----------

TOTAL DUE THIS INVOICE

\$287.50

Thank you,

APPROVED FOR PAYMENT
BY: William Kimmel
DATE: 3/14/18
P/O: 18-00136


George Smerigan
Managing Member

INTRODUCED BY: J. Taylor

ORDINANCE NO. 2018-68

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RENEWAL AGREEMENT WITH AT&T TO PROVIDE INTEGRATED SERVICES DIGITAL NETWORK – PRIME SERVICE (ISDN PRI) AND TO SWITCH FROM COPPER LINES TO FIBER OPTIC CABLE; AND DECLARING THIS TO BE AN URGENT MEASURE.

WHEREAS, the City's current agreement with AT&T for ISDN PRI Services is up for renewal; and

WHEREAS, costs for copper lines continue to increase and AT&T is requiring entities to switch to fiber connections; and

WHEREAS, AT&T has agreed to a three (3) year contract in an amount not to exceed Forty Thousand Dollars (\$40,000.00).

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

Section 1: Upon recommendation of the Finance Director, as set forth in his Memorandum dated March 5, 2018, a copy of which is attached hereto and made a part hereof, the Mayor is authorized to enter into a renewal agreement with AT&T to provide ISDN PRI Services for three (3) years in an amount not to exceed Forty Thousand Dollars (\$40,000.00), substantially in accordance with the attached agreement, subject to final approval by the Law Department.

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

Section 3: This Ordinance is hereby declared to be an urgent measure immediately necessary for the public peace, health, or safety.

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

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

Clerk

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

Mayor

CITY OF *Beachwood*
INTER-OFFICE MEMORANDUM

TO: Larry Heiser, Finance Director

FROM: Craig Kaufman, IT Manager

RE: ISDN PRI Renewal

DATE: March 5, 2017

Our current ISDN PRI agreement with AT&T will be shortly expiring. Please find attached the 3 year renewal agreement. The new contract AT&T will switch us from copper lines to fiber. The new pricing for the fiber line and 46 Call Paths is \$1,007.00 a month plus non contractual components. Our current bill is at \$1,181.00 a month plus non contractual components. This lowers our month payment by \$174.00 a month. This price was lower than the State of Ohio contract price.

I recommend we have this renewal placed on the next Council agenda.

If you have any questions or concerns please let me know.

Thank you for your kind attention on this matter.

APPROVED *for agenda.*

SIGNATURE

DATE

3/15/18



Letter of Authorization

Customer Entity ("Customer")	AT&T Corp. and Affiliates ("AT&T")¹
Customer Contact Information: Name:	AT&T Sales Contact Information Primary Sales Contact Name: Adam Elsoffer
Telephone: Fax: Email Address: City: Cleveland State/Province: OH Domestic/International Zip Code:	AT&T Sales Contact Information: Street Address: 45 Erieview Plaza City: Cleveland State/Province: OH Domestic/International Zip Code: 44114 Country: USA
Master Account Number	

- I authorize and appoint AT&T as my agent to take the steps necessary to switch providers, including to access records in the possession of AT&T or any other telephone/circuit service provider pertaining to my existing service and to handle all arrangements with the Local Exchange Company(s) (LEC) to change (or establish) AT&T Long Distance Service, 'Local Toll' Service, Local Service and International Service to (or with) AT&T. AT&T may, upon Customer's express authorization in each instance, offer such service for all telephone lines associated with the main Billed Telephone Number(s) (BTNs) in the attachment, and to issue instructions to and to otherwise deal with the LEC regarding the BTNs.
- It is understood that: Only one carrier may be designated for Long Distance Service on any individual telephone number. Only one carrier may be designated for 'Local Toll' Service on any individual telephone number. Only one carrier may be designated for Local Service on any individual telephone number. Only one carrier may be designated for International Service on any individual telephone number.
- I understand that I may be required to pay a one time charge per line to switch providers. If I later wish to return to my current service provider, I may be required to pay a reconnection charge to that company.

4. Customer Authorizes AT&T to Establish or Switch Services Checked to AT&T for the locations and/or the BTNs and Working Telephone Numbers (WTNs) listed in an attachment to this Authorization:	Long Distance (InterLATA Toll, including international outside of Hawaii)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Local Toll (IntraLATA Toll)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Local Exchange Service	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Cellular	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
	International Service (For Hawaii Only)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
5. Customer's authorization is applicable to the locations or to the BTNs and WTNs listed in an attachment to this Authorization. AT&T will maintain a record of such locations, BTNs and WTNs as attached. If Customer has multi-lines or multi-locations and has executed a negotiated agreement(s) with AT&T under which Customer may add lines during the course of the term agreement, Customer may add Telephone Numbers without the need to submit a new LOA when those lines are added during the term period.		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

- This appointment revokes any prior appointments for the services involved here and may be revoked at any time and shall continue in force unless and until revoked by the customer. Signatory attests that he or she has reviewed the attachment to this Authorization, understands the above Letter of Authorization, is at least 18 years of age and is authorized to execute this Letter of Authorization on behalf of the Customer.

SUBSCRIBER: (Full Legal Business Name)	Mail or email to:
By: (Signature)	Date:
Print Name	Title EIN (OH)

¹ AT&T means AT&T Telco and/or AT&T LD and/or AT&T Corp. "AT&T Telco" means the applicable local telephone company subsidiary of AT&T Inc. serving the area location associated with the telephone number(s) at issue: Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas; Pacific Bell Telephone Company d/b/a AT&T California; Nevada Bell Telephone Company d/b/a AT&T Nevada; Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; The Southern New England Telephone Company d/b/a AT&T Connecticut; BellSouth Telecommunications, Inc. doing business as one of the following AT&T Southeast, AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; AT&T Communications of the Southern States, LLC; TC Systems, Inc.; SBC Long Distance, LLC; or BellSouth Long Distance, Inc. "AT&T LD" means the applicable long distance company subsidiary of AT&T Inc.: TC Systems, Inc.; SNET America, Inc. d/b/a AT&T Long Distance East; SBC Long Distance, LLC d/b/a AT&T Long Distance; or BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service or BellSouth Long Distance Service, Inc.



Letter of Authorization
List of Locations/Telephone Numbers

Customer Entity ("Customer"):	AT&T Corp. and Affiliates ("AT&T")²
Customer Contact Information Name :	AT&T Sales Contact Information: Primary Sales Contact Name: Adam Elsoffer
Telephone: Fax: Email Address: City: Cleveland State/Province: OH Domestic/International Zip Code:	AT&T Sales Contact Information: Street Address: 45 Erieview Plaza City: Cleveland State/Province: OH Domestic/International Zip Code: 44114 Country: USA
Country: USA	
Master Account Number	

Location Addresses				List all BTN's and WTN's
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -
Number & Street:	City:	ST:	Zip:	- -

² AT&T means AT&T Telco and/or AT&T LD and/or AT&T Corp. "AT&T Telco" means the applicable local telephone company subsidiary of AT&T Inc. serving the area location associated with the telephone number(s) at issue: Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas; Pacific Bell Telephone Company d/b/a AT&T California; Nevada Bell Telephone Company d/b/a AT&T Nevada; Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; The Southern New England Telephone Company d/b/a AT&T Connecticut; BellSouth Telecommunications, Inc. doing business as one of the following AT&T Southeast, AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; AT&T Communications of the Southern States, LLC; TC Systems, Inc.; SBC Long Distance, LLC; or BellSouth Long Distance, Inc. "AT&T LD" means the applicable long distance company subsidiary of AT&T Inc.: TC Systems, Inc.; SNET America, Inc. d/b/a AT&T Long Distance East; SBC Long Distance, LLC d/b/a AT&T Long Distance; or BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service or BellSouth Long Distance Service, Inc.

Tina Turick

From: Larry Heiser
Sent: Monday, March 05, 2018 4:23 PM
To: Martin S. Horwitz
Cc: Alec Isaacson
Subject: FW: ATT&T Fiber
Attachments: ATT Fiber Broadband Bundle Express Agreement_Contract_ID_8700766_v1 (2).pdf; ATT PRI 2017renewal.doc

Mayor-

Please see attached memo from Craig – I fully support this change – I have cc'd Alec in that I do not see a need for a lengthy discussion when it comes to phone and data lines and moving from copper to fiber and saving money at the same time, I would like to move forward and place on the next Council agenda unless Councilman Isaacson wants to have a meeting.

Larry

From: Craig Kaufman
Sent: Monday, March 05, 2018 4:14 PM
To: Larry Heiser
Subject: ATT&T Fiber

Larry,

Here is a copy of the Memo and contract for the upgrade to a fiber PRI.

Thanks

Craig



Sales Contact Information
ELSOFFER; ADAM
216-650-1859
ae985b@us.att.com

eSign Fax Cover Sheet Contract Id: 8700766

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

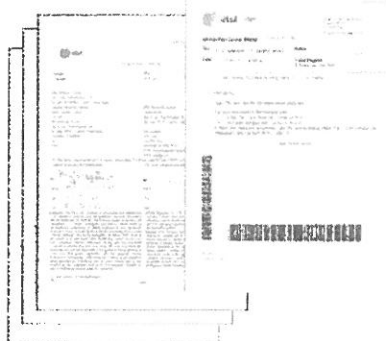
Total Pages: 6
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 8700766
 - II. All Pages stamped with Contract Id: 8700766
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1633218
Contract Id: 8700766



AT&T Fiber Broadband Bundle Express Agreement

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before **December 31, 2018**.

For AT&T Administrative Use Only

171 Account # _____ Master Customer # _____ Contract ID#: FBB79182-F179238

attuid: jr178d

Company Name ("Customer")	AT&T – Contact For Notices	AT&T Sales Contact – Primary Contact
Legal Name: City of Beachwood	AT&T Corp	Name: JEFFREY REYNOLDS
Street Address: 25325 FAIRMOUNT BLVD	One AT&T Way	Street Address: 6889 W SNOWVILLE RD
City: BEACHWOOD, State: OH Zip: 44122	Bedminster, NJ 07921-0752	City: BRECKSVILLE, State: OH Zip: 44141
Tel # 2164641070	ATTN: Master Agreement Support Team: mast@att.com	Tel # 4405029113

AGREEMENT TERMS

1. SERVICES

Service	Service Publications* Location
• AT&T Fiber Broadband Bundle (FBB) Express	http://serviceguidenew.att.com/sg_flashPlayerPage/ABN
• AT&T Business in a Box® Service	(See AT&T Fiber Broadband (FBB))

2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Term	Term Start Date/Effective Date of Rates and Discounts
3 Years	First day of first full billing cycle following implementation of this Agreement in AT&T's billing system

3. WAIVERS AND CREDITS

Charges Waived	Minimum Retention Period*
Waivers as specified in the Service Guide for FBB Express Service	12 months
Monthly Recurring Charge per AT&T Business in a Box® Service 8 Port Analog Module Add-On	N/A

* Period during which Customer is required to maintain Service to avoid the payment of waived charges.

4. SERVICES COMPONENTS AND RATES (PRICES)

4.1 AT&T Fiber Broadband Bundle Express

Fiber Broadband Bundle Express	Concurrent Calls (per FBB Express)	Interstate (Inter- and IntraLATA) and Intrastate Toll Calling - Included Minutes (per month)	Option 1 and Option 2 – Sites served by Serving Wire Centers in Zone 1, Zone 1a, Zone 2 & Zone 2a Monthly Service Charge
10 Mbps	23	6,900	\$ 675.54
10 Mbps	46	13,800	\$ 914.76
20 Mbps	10	3,000	\$ 598.86
20 Mbps	23	6,900	\$ 698.76
20 Mbps	46	13,800	\$ 983.88
50 Mbps	10	3,000	\$ 799.20
50 Mbps	23	6,900	\$ 899.10
50 Mbps	46	13,800	\$ 1098.90
100 Mbps	10	3,000	\$ 1098.90
100 Mbps	23	6,900	\$ 1198.80
100 Mbps	46	13,800	\$ 1566.00
On-Net Calling & Local Off-Net Calling			Unlimited
US Off-Net Calling Charge in Excess of Included Interstate and Intrastate Toll Calling Minutes (per minute)			\$0.0400
International Off-Net Calling Charge (per minute)			Rate table for International Off-Net Outbound Calls as specified in the applicable Service Publication



AT&T Fiber Broadband Bundle Express Agreement

4.2 AT&T Business in a Box

Service Component/Device	On-Site Maintenance (24X7X4) Monthly Charges
	Monthly Service Charge
Base Unit NextGen	\$0.00
Base Unit 12 Port	\$0.00
8 Port Analog Module Add-On	\$32.00

4.3 Minimum Payment Period

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Agreement Term

4.4 Early Termination Charges: If Customer terminates any Service Component prior to the expiration of the Term, in addition to liability for all charges incurred through the disconnect of the Service, Customer is liable for the following: i) any of AT&T's unrecoverable time and materials costs, including any third party charges, incurred prior to the effective date of the termination; plus, ii) any unpaid nonrecurring charges; plus, iii) any unbilled usage charges; plus; iv) an Early Termination Fee equal to 50% of the total monthly recurring charges for the Service or Service Component remaining in the Minimum Payment Period ("Early Termination Fee" or "ETF").

5. FBB Express General Terms and Conditions

5.1 AT&T Corp. or its affiliates ("collectively AT&T") will provide Customer the services described in this Agreement ("Services") under the terms of this Agreement, which incorporates-by-reference the terms and conditions set forth under the Service Publication for the Service provided under this Agreement as if originally set forth here. The Service Publication and the AT&T Acceptable Use Policy ("AUP"), provided at att.com/aup, are incorporated-by-reference. AT&T may revise Service Publication and the AUP at any time. The order of priority of the documents that form this Agreement is: first, these Agreement terms and conditions, the AUP, and then the Service Publication. Customer agrees that it is impractical for AT&T to provide here all the terms and conditions, including rates and charges, which are set forth in Service Publications, and that AT&T has acted reasonably in providing access to all Service Publications. An "Affiliate" of a party is an entity that controls, is controlled by, or is under common control with such party.

5.2 Services: AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T's written consent. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and Customer is responsible for their use of the Service or any component of the Service, unless expressly provided to the contrary in a Service Publication. Customer agrees on its behalf and on behalf of its Affiliates and Users that at all time their use will comply with the AUP.

5.3 Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

5.4 Customer will ensure that the location at which AT&T installs, maintains or provides the Service is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate the affected Service Component, or suspend performance until Customer removes the hazardous materials.

5.5 AT&T Equipment: The Service may include use of certain equipment owned by AT&T and located at Customer's premises ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

5.6 Software: Any software provided to Customer by AT&T will be governed by the written terms and conditions applicable to such software. Subject to such terms and conditions, title to this software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, which take precedence over this Agreement.

5.7 Prices: Unless this Agreement states otherwise, the prices listed in this Agreement are stabilized for the Term. Prices during the Term are provided either in the incorporated Service Publication or above. When there is a conflict between this Agreement and the prices, discounts or waivers in the Service Guide, this Agreement controls, as described in Section 5.1 above.



AT&T Fiber Broadband Bundle Express Agreement

5.8 Taxes; Surcharges; Fees. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

5.9 Billing, Payments and Deposits: Payment is due 30 days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise). AT&T may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

5.10 Termination and Suspension: This Agreement is for the Term stated above, and at the end of this Term, this Agreement will continue on a month-to-month basis until one party gives 30 days' prior written notice to the other party that it intends to terminate the Agreement; provided, however, termination by Customer shall be subject to Customer's Minimum Payment Period obligation, if any. Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend a Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. In addition, AT&T has the right to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees. Otherwise, Customer may terminate an affected Service for material breach by AT&T, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by Customer, if such breach is not cured within 30 days of notice. If AT&T terminates Service or an individual component of the Service ("Service Component") under this Section, Customer is liable for the applicable early termination or cancellation charge for the Service or the Service Component.

5.11 Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue providing the Service or a Service Component upon 30 days' notice.

5.12 Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS), NOR ANY WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA OR TRANSMISSIONS OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH HEREIN); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.

5.13 Limitation of Liability

5.13.1 AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, WILL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICE OCCURS AND CONTINUES; NO OTHER LIABILITY WILL ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO: (I) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE; OR (II) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER THE "THIRD PARTY CLAIMS" PARAGRAPH.

5.13.2 NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.



AT&T Fiber Broadband Bundle Express Agreement

5.13.3 These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

5.14 Third Party Claims

5.14.1 AT&T agrees at its expense to defend or settle any claim against Customer, its Affiliates, and its and their employees and directors, and to pay all compensatory damages finally awarded against such parties where the claim alleges that a Service Component infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that to terminate the Service without further liability to Customer.

5.14.2 AT&T WILL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON SOFTWARE, EQUIPMENT AND/OR SUPPLEMENTAL SERVICES FURNISHED UNDER THE AGREEMENT.

5.14.3 Customer agrees at its expense to defend or settle any claim against AT&T, its Affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under 5.14.1 (i)-(iv) above; or (ii) the claim alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided with the Services.

5.15 Import/Export Control: Customer, not AT&T, is responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information Customer moves or transmits between countries using the Services.

5.16 ARBITRATION: ALL CLAIMS OR DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT) AND ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS NULL AND VOID.

5.17 General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. This Agreement may not be assigned by Customer without the prior written consent of AT&T, which consent will not be unreasonably withheld or delayed. AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two years after the cause of action arises. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. Regulated Service Components will be governed by the law and regulations applied by the regulatory commission having jurisdiction over that Service Component. Otherwise, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Service provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, such as fire; flood; lightning; earthquakes; power failures or blackouts; cable cuts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of AT&T or others); embargoes; acts of God; acts of terrorism, or acts of vandalism or acts otherwise known as "Force Majeure". Any notice required or permitted under this Agreement must be in writing and addressed to the parties at the address below. This Agreement constitutes the entire agreement between the parties concerning the Service and supersedes all other written or oral agreements. This Agreement will not be modified or supplemented by any written or oral statements, proposals, service descriptions, or purchase order forms.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service using a Voice Over IP system may not be available or may be in some way limited by comparison to using traditional wireline telephone service. Such circumstances include, but are not limited to, relocation of the end user's telephone sets or other equipment, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. The advisories are further provided in the Service Publication (see Section 1, above).



AT&T Fiber Broadband Bundle Express Agreement

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date")

Customer (by its authorized representative)	AT&T Corp. (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



AT&T Fiber Broadband Bundle Express Agreement

Letter of Authorization to Obtain Customer Service Records Only

Customer Name: City of Beachwood	AT&T	Customer Account #:
Customer Full Address & Zip: 25325 FAIRMOUNT BLVD BEACHWOOD OH 44122	AT&T Full Address & Zip: 6889 W SNOWVILLE RD BRECKSVILLE OH 44141	Customer Contact: Tel. #: 2164641070 AT&T Contact: Tel. #: 4405029113 Email ID:
Master Customer No.:		AE PID:

1. I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. AT&T may request CSRs for all telephone lines associated with the main Billed Telephone Number(s) (BTNs) listed below or in the attachment. If this authorization does not specify the specific BTNs, this appointment shall extend to all service accounts for which customer appears as the customer of record.

2. This Appointment is applicable to the following location (Choose one)	Blanket LOA (For all locations in the United States)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Location Specific LOA (Specify applicable Billed Telephone Numbers and/or Working Telephone Numbers as attached)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

3. I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

ORDERED BY CUSTOMER:	ACCEPTED BY AT&T:
4. Signature:	8. Signature "AT&T Signature Not Required"
5. Printed Name:	9. Printed Name eSign-JEFFREY REYNOLDS
6. Title:	10. Title
7. Date:	11. Date

This authorization shall continue in force unless and until revoked by the customer.

AT&T Fiber Broadband & IP Flex Proposal for City of Beachwood

AT&T Internet Protocol Flexible Reach - Voice over IP

including Internet Service and Router

Configuration and management of VoIP covered by AT&T

24 hour helpdesk for support with your IP Flex Product

PRI Functionality (DID, Caller ID with name included, e911, etc)

100% Managed by AT&T, allowing City of Beachwood to focus on its core business

Product Description

AT&T IP Flexible Reach provides local, US long distance and international voice calling over the AT&T Global Network

1) Converged Network - provides the elements necessary to voice-enable City of Beachwood IP service. Local, US Long Distance and International calling is supported on AT&T's Network. This also supports common PRI functionality like DID, Caller ID with name, etc
2) The AT&T VoIP network infrastructure, including Call Control Elements (CCE), Border Elements, Routing Engines, and Application Servers, manage the VoIP calling activities. VoIP calls are routed to either another VoIP City of Beachwood site or one of several AT&T Network Gateway Border Elements located in the network to provide network-based hop-off and hop-on via the VoIP local network onto the PSTN.

City of Beachwood Requirements

A reliable, dependable solution that addresses both the voice calling and internet data needs of City of Beachwood and its employees, while also improving the efficiency of the company and the bottom line results.

AT&T Deliverables

AT&T provides a 10Mbps fiber Internet access, Business Class VoIP technology over AT&T's global network, and a router for your office, as well as 24x7x365 support.

1 - Hardware: AT&T will provide a router, which we will configure, monitor, and maintain through the life of the contract.

2 - Internet Access: AT&T will provide a 10Mbps Internet circuit at your office. This connection is symmetric, meaning you will receive 10Mb both upstream and downstream.

Key Benefits

Managed by AT&T: This means all router updates, all patches, and any security problem is taken care of by AT&T allowing City of Beachwood to concentrate on their core business.

Dynamically Allocated Bandwidth: Your voice and data are converged onto one network, and bandwidth is dynamically allocated between the services. Voice calls will always take priority to ensure that you receive the same quality of voice calls to which you have grown accustomed.

Same Functionality: The trunking and DID features you currently use are supported with this product as well, making the conversion between services easier.

Easy to Predict Billing and Features: With unlimited local calling, there are no unexpected spikes in your bill during a busy month or season, plus your LD rates are discounted versus your current plan. We also include features like Caller ID with name, among others.

Ease of Use: The entire network will be professionally designed and installed by AT&T. The service comes with a router that is configured and monitored by AT&T. You can use this solution with your existing phones, so there is no learning curve for employees in the office.

24-Hour Help Desk: The entire network is monitored 24x7 from our Network Operations Center (NOC) and if any problems occur AT&T Repair is available anytime of the day or night.

Cost Analysis

Service	Configuration	Cost
Fiber Broadband Bundle		\$915.00
Internet	10Mb x 10Mb	Included
Call Paths	48	Included
Unlimited Local	n/a	Included
Long Distance	13,800 Minutes	Included
LD Overage	\$0.0455 per minute	
Enhanced Features	48 Call Paths	\$92.00

Proposed Monthly Total: \$1,007.00

Proposal good for 15 days from 2-23-2018

Contract term is 36 Months

Pricing doesn't include taxes and surcharges

Presented by Adam Elsoffer
216-650-1859

INTRODUCED BY: A. Isaacson

ORDINANCE NO. 2018-69

AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO TRANSFER CERTAIN FUNDS FROM THE DEPOSITS FUND TO THE GENERAL FUND; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, based upon the recommendation of the Finance Director in his Memorandum to the Mayor dated March 15, 2018, which is attached hereto and made a part hereof, this Council desires to transfer Eighteen Thousand Two Hundred Eleven Dollars and Forty Eight Cents (\$18,211.48) from the Deposits Fund, an Agency Fund, to the General Fund for the purposes of balancing the Deposits Fund.

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

Section 1: The Finance Director is hereby authorized and directed to transfer Eighteen Thousand Two Hundred Eleven Dollars and Forty Eight Cents (\$18,211.48) from the Deposits Fund (#783) to the General Fund (#101) for the purposes of balancing the Deposits Fund.

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

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health, or safety or the efficient operation of the City; such necessity existing for the reason that it is necessary for Council to adopt the above legislation at the earliest time possible in order to make debt service payments.

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

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

Clerk

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

Mayor

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Martin S. Horwitz
FROM: Larry A. Heiser, Finance Director *LAH*
RE: Request for Transfer from Deposits Fund to the General Fund.
DATE: March 15, 2018

I am looking for retroactive approval to transfer \$18,211.48 from the Deposits Fund (783) to the General Fund (101) for fiscal year ending 2017. The Deposits fund account holds monies for various projects throughout the City whereby monies are held and expenses paid against those monies for fees such as engineering fees.

The balance amount in the account for which the Finance Department has worked on reconciling for over 20 years is now balanced to the penny. The \$18,211.48 is an amount in the Deposits Fund (783) which was unidentified to a project or person. The most likely scenario is that Adache (the predecessor to GPD) was paid from the General Fund instead of the Deposit Fund which caused this overage to occur.

With your approval I would like to place this budget transfer on the April 2nd Council Agenda.

Please let me know if you have any questions.

Thank You.

APPROVED

SIGNATURE

DATE

Martin S. Horwitz
3/15/18

AN ORDINANCE APPOINTING DIANE A. CALTA AS LAW DIRECTOR OF THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article III, Section 5, Paragraph 3 (F) and Article V, Section 2 of the Charter provide that the Council shall appoint the Law Director and any Assistant Law Director(s); and

WHEREAS, Council desires to appoint Diane A. Calta as Law Director effective April 14, 2018 and for a term not beyond the Council Organizational Meeting in January, 2020.

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

Section 1: Diane A. Calta is hereby appointed full-time Law Director for the City of Beachwood in accordance with Articles III and V of the Charter effective April 14, 2018 for a term not to extend beyond the Council Organizational Meeting in January, 2020, to perform all the duties of the Law Director as required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio. As Ms. Calta will be a full-time employee of the City, the provisions of Section 123.01 of the Beachwood Codified Ordinances are hereby waived as to Ms. Calta for so long as she is employed by the City as a full-time Law Director.

Section 2: Ms. Calta's employment shall be subject to all of the provisions of the Administrative Salary Ordinance and Personnel Policy Manual, provided, however, that notwithstanding any other provision of that Ordinance and Policy, Ms. Calta's employment shall be subject to the authority of Council to appoint the Law Director and Assistant Law Director pursuant to Article III, Section 5, Paragraph 3 (F) and Article V, Section 2 of the Charter.

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 emergency measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City; for the reason that the legal services provided herein are needed for the current operation of the City and, therefore, this ordinance shall take effect immediately upon its enactment and approval by the Mayor.

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

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

Clerk

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

Mayor

INTRODUCED BY: B. Linick

ORDINANCE NO. 2018-71

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH HOPE L. JONES TO PROVIDE LEGAL SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council is in the process of selecting a new Law Director; and

WHEREAS, Council accordingly desires to engage Ms. Jones to provide certain legal services on an interim basis to assist in the transition to a new Law Director.

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

Section 1: Council desires to engage Ms. Jones to provide certain legal services on an interim basis, at the rate of One Hundred Eighty Dollars and No/Cents (\$180.00) per hour. Partial hours will be billed at one-tenth (1/10) of an hour.

Section 2: Upon recommendation of Council, the Mayor is authorized to enter into a contract with Hope L. Jones to provide legal services to the City of Beachwood, Ohio.

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

Section 4: This Ordinance is declared to be urgent measure immediately necessary for the public peace, health, safety or the efficient operation of the City.

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

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

Clerk

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

Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED AGREEMENT WITH CLEMANS, NELSON & ASSOCIATES, INC.; AND DECLARING THIS TO BE AN URGENT MEASURE.

WHEREAS, the Law Director desires to continue to retain Clemans, Nelson & Associates, Inc. for consulting services, and

WHEREAS, Clemans, Nelson & Associates Inc., will provide the City of Beachwood consulting services in labor, employment, and other areas as might be requested.

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

Section 1: The Mayor is hereby authorized to enter into an amended agreement with Clemans, Nelson & Associates, Inc. in an adjusted amount not to exceed a total of Thirty Five Thousand Dollars and No/Cents (\$35,000.00).

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

Section 3: This Ordinance is declared to be an emergency 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 this Ordinance is required to be immediately effective to provide for the services herein referred to; wherefore this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

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

Clerk

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

Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE ONE (-1-) 2018 FORD EXPLORER POLICE INTERCEPTOR UTILITY VEHICLE TO REPLACE UNIT #12-87 FOR THE CITY OF BEACHWOOD, OHIO POLICE DEPARTMENT FROM LEBANON FORD, INC. AND FURTHER WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council, by prior legislation, authorized the Mayor to enter into purchase orders with suppliers of products and/or services from a list prepared by the State of Ohio, after the State received competitive bid contracts with such suppliers in accordance with the State laws permitting its political subdivisions to also take advantage of lower costs than municipalities would otherwise experience; and

WHEREAS, the Chief of Police has requested permission to purchase one (-1-) 2018 Ford Explorer Police Interceptor Utility Vehicle from Lebanon Ford, Inc., as authorized by the State of Ohio, Department of Administrative Services and as reflected on the attached Memorandum to the Mayor dated March 15, 2018. The State has already completed competitive bidding requirements for these items.

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 Captain Haba, the Mayor is hereby authorized to purchase one (-1-) 2018 Ford Explorer Police Interceptor Utility Vehicle from Lebanon Ford, Inc. at a cost not to exceed Twenty-Eight Thousand Six Hundred Thirty Three Dollars and No/Cents (\$28,633.00), including standard equipment options and delivery, without advertising for competitive bids.

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

Section 3: This ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; such necessity existing for the further reason that it is necessary to replace these vehicles at the earliest time to improve the efficiency and safe operation of the Police Department.

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

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


Clerk

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

Mayor

City of **Beachwood**
INTEROFFICE MEMORANDUM

TO: Mayor Martin Horwitz

FROM: Chief Gary Haba 

DATE: 15 March 2018

SUBJECT: Council Agenda Items- New Cruiser to Replace 12-87

Police unit 12-87 was damaged beyond repair upon being struck in a hit-skip accident by a suspected OVI driver on 3/2/2018. Insurance adjusters determined the vehicle to be a total loss less than a week ago. Attached is a purchase requisition for a replacement 2018 Ford Interceptor (Explorer-type) for a cost of \$28,633 at state bid pricing through Lebanon Ford Commercial. Much of the cost will be provided via insurance payment from the accident.

New vehicles take a number of weeks to arrive so I would like to order the vehicle as soon as possible. As I write this, Hall public safety is dismantling the damaged vehicle and will provide a quote for the changeover. I suspect that most of the lights and equipment on the damaged vehicle can be used on the new one but certainly not all of it. Insurance will likely pay for much of these costs as well. We do not have the specifics regarding the lights/radio equipment yet, but I am expecting that information in the next few working days. In the meantime, ordering the vehicle soon is important to get the changeover process moving.

I have consulted with Safety Committee Chairman, Councilman Berns, who has determined that a committee meeting is not required to discuss this purchase.

I respectfully request that this item be placed on the next available council agenda. See attached purchase requisition and vehicle specification sheet. Please contact me with any questions or concerns.



WHITE = Purchasing Department YELLOW = Requisitioner's Copy

LEBANON FORDTM

COMMERCIAL



EXPLORER 4-DOOR

2018 4DR AWD POLICE
3.7L V6 TIVCT ENGINE
6-SPEED AUTO TRANSMISSION

Exterior

OXFORD WHITE

Interior

CHARCOAL BLACK INTERIOR CLOTH
BUCKETS/VINYL REAR SEATS

EXTERIOR

245/55R18 A/S POLICE TIRES
18" H.D. STEEL WHEELS
18" WHEEL HUB CAP
FULL SIZE 18" SPARE W/TPMS
DUAL POWER MIRRORS
INTEGRATED SPOTTER MIRRORS
HALOGEN HEADLAMPS
PRIVACY GLASS 2ND/3RD ROW
DUAL EXHAUST SYSTEM
GRILLE - BLACK
KEY LOCKS (DR/PASS/LFTGT)
EASY FUEL CAPLESS FILLER

FUNCTIONAL

ALL WHEEL DRIVE SYSTEM
COLUMN MOUNTED SHIFTER
HEAVY DUTY 78-AMP BATTERY
20 AMP ALTERNATOR
POLICE BRAKES: 4 WHL DISC
/ ABS & TRACTION CONTROL
HEAVY DUTY SUSPENSION
POWER STEERING W/EPAS
ENGINE OIL COOLER
TRANSMISSION OIL COOLER
POWER LOCKS AND WINDOWS
AM/FM SINGLE CD/MP3, 6SPKR
ADJUST PEDALS, NON MEMORY
BATTERY SAVER FEATURE
POWERPOINTS (2)

INTERIOR

. BLACK VINYL FLOOR COVERING
. PWR DR SEAT/6-WAY/M LUMBAR
. MANUAL PASS SEAT - 2-WAY
. CLOTH BUCKET FRONT SEATS
. 60/40 SPLIT VINYL REAR
TILT STEERING WHL/ CRUISE
& AUDIO CONTROLS
. 1-TOUCH DOWN DRIVER WINDOW
. A/C W/MANUAL CLIMATE
CONTROL, SINGLE ZONE
. CERTIFIED SPEEDOMETER
. ENGINE HOUR / IDLE METER
. CONSOLE MOUNTING PLATE
. UNIVERSAL TOP TRAY
. RED / WHITE DOME LAMP

SAFETY/SECURITY

. 75 MPH REAR-CRASH TESTED
. ADVANCETRAC WITH RSC
. AIRBAGS - FRONT AND SIDE
. AIRBAGS - SAFETY CANOPY
. PERSONAL SAFETY SYSTEM
. SOS POST CRASH ALERT SYS
. TIRE PRESSURE MONITOR SYS

WARRANTY

. 3YR/36K MILE WARRANTY

STANDARD STATE BID PRICE \$26,599

Included on this Vehicle

EQUIPMENT GROUP 500A

Optional Equipment

2018 MODEL YEAR

OXFORD WHITE

CHARCOAL CLT FRT/CLOTH RR

.3.7L V6 TIVCT ENGINE

6-SPEED AUTO TRANSMISSION

FRONT LICENSE PLATE BRACKET

REAR CARGO LIGHT 17T \$49.00

DARK CAR 43D \$70.00

KEYED ALIKE 1284X \$75.00

SPOT LIGHT 51Y STD

SYNC SYSTEM \$294.00

BLIND SPOT MONITOR \$495.00

DR/LK/HND INOP \$34.00

POWER WINDOW DISABLE \$24.00

HEADLIGHT PREP FRONT \$124.00

REVERSE SENSING \$295.00

HEADLIGHT FLASHER \$299.00

REAR VIEW CAMERA IN MIRROR STD

DELIVERY FEE \$275.00

YOUR STATE BID IS \$28,633.00

LEBANON FORD

BANK BEAVER 614-570-0702

PRICE SCHEDULE

ITEM #3 – AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD

DELIVERY:	INDICATE CITY/STATE OF MANUFACTURER:		
130 DAYS A.R.O. (SEE IV.A.)	Chicago, IL		
CONTRACTOR:	MFG:	MODEL:	MODEL NUMBER:
Lebanon Ford Inc.	Ford	Police SUV	K8A
REAR END GEAR RATIO:			
ITEM ID NO.: 32880		UNIT PRICE: \$26,599.00	

ITEM ID NO.	DELIVERY CHARGE	UNIT PRICE
32861	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor	\$0.60
32863	Minimum Delivery Charge	\$150.00

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT PRICE
32856	45 DAY TAG	45-Day Tags	\$18.50
32859	65L	Wheel Cover	\$59.00
32881	68L	Inside Rear Door Locks Inoperable	✓ \$34.00
32882	68G	Inside Rear Door Handles Inoperable	✓ \$34.00
32883	18W	Inside Windows Rear Power Delete	✓ \$24.00
32884	549	Heated Side View Mirrors	✓ \$59.00
32885	16C	Carpet	\$124.00
32886	99T	3.5L, V6 EcoBoost	\$2,999.00
32887	17T	Red/White Dome Light in Cargo Area	✓ \$49.00
32902	593	Perimeter Anti-Theft Alarm	\$119.00
Note on P.O.	55F	Remote Keyless Entry Key FOB w/o Key Pad - Deduct	(\$29.00)
32888	85R	Rear Console Plate	\$34.00
32889	60A	Grille LED Lights, Siren & Speaker Pre-Wiring	7 \$59.00
32890	TTHITCH	Hitch	\$725.00
32891	53M	SYNC	\$294.00
32892	66C/ZAD	Rear Light Solution – Blue/Blue for Cargo Area	\$499.00
Note on P.O.	STANDARD	Backup Camera	\$0.00
32901	ROADREADY W/ LIGHTBAR & CAGE	Road Ready with Lightbar & Cage	\$5,895.00
32906	86P	Pre-drill Front Headlights for LEDS	✓ \$124.00

PRICE SCHEDULE (CONT'D)

ITEM #3 – AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT PRICE
32911	86T	Pre-drill Rear Taillights for LEDS	\$59.00
32912	90D	Class III Ballistic Door Driver	\$1,580.00
33070	90E	Class III Ballistic Doors Both	\$3,160.00

INSTRUCTIONS TO STATE AGENCIES REQUESTING UNSPECIFIED OPTIONS: State agencies that require additional equipment that is not listed in the option table above will need to provide the following to the current contract analyst listed on the contract website overview page, for approval;

1. Quote: Lists the unit price and the contents of the option(s). Manufacturer's invoice should be included.
2. Justification: Specific reasoning why the unlisted option is needed to perform job duties.

UNSPECIFIED OPTION PRICE: 3.00% above manufacturer invoice.

List standard paint colors: Medium Brown Metallic, Arizona Beige Metallic Clearcoat, Shadow Black, Smokestone Metallic, Kodiak Brown Metallic, Dark Toreador Red Metallic, Norse Blue Metallic, Dark Blue, Royal Blue, Light Blue Metallic, Ultra Blue Metallic, Blue Jeans Metallic, Silver Grey Metallic, Oxford White, Sterling Grey Metallic, Ingot Silver Metallic, Medium Titanium Metallic

SPECIFICATIONS

AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD

Item Number 3

Line No.	Standard Specification Items	Minimum Requirements	Approved Exceptions
Brand			
1.	Manufacturer Make	Ford	
2.	Manufacturer Model	Interceptor SUV	
Powertrain			
3.	Engine Type (Liter/Cylinder)	3.7L, V6	
4.	Horsepower (Net HP)	304	
5.	Transmission	Automatic, 6 Speed	
6.	Drive Type	All Wheel Drive	
7.	Alternator (amps)	220	
8.	Flexible Fuel Vehicle (FFV)	Required	
9.	Battery (CCA)	750	
10.	Cooling System	Heaviest Duty Available	
11.	EPA Estimated Mileage (City/Highway MPG)	16/21	
Driveability			
12.	Steering	Electric Power-Assist	
13.	Power Antilock Brakes (ABS) Front & Rear	Required	
Exterior			
14.	Number of Doors	4	
15.	Wheelbase (in.)	112.6	
16.	Body Side Molding (Installed)	Not Required	
17.	Exterior Mirrors – Right & Left Mounted	Power Remote	
18.	Paint – Specify Standard Colors	Standard	
19.	Left Handed Spotlight, Pillar Mounted	Required	
20.	Tires – Pursuit/Speed Rated per Manufacturer Recommendations	All Season, Steel Belted, Black Wall	
21.	Spare Tire/Wheel	Full Size	
Safety			
22.	Air Bag Restraint System (Driver & Passenger)	Required	
23.	Supplement Restraint System (Driver & Passenger)	Required	
Seating			
24.	Seating Capacity	5	
25.	Seat Covering	Cloth FR, Vinyl RR	
26.	Floor Covering	Heavy Duty Rubber	
27.	Front Seat Type	Bucket Adjustable – No Center Console	
28.	Rear Seat Type	Split 60/40 Bench	

SPECIFICATIONS (CONT'D)

AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD

Item Number 3

Line No.	Standard Specification Items	Minimum Requirements	Approved Exceptions
Interior			
29.	Arm Rest on Front Doors	Required	
30.	Foam Front Seat Cushion	Required	
31.	Trunk Light	Automatic	
32.	Interior Lighting	Overhead Dome & Map or Dome Driver Light	
33.	Interior Rear View Mirror	Day/Night	
Dimensions			
34.	Fuel Capacity (Gal.)	18.6	
35.	Base Curb Weight (lbs.)	4,639	
36.	Headroom (Front/Rear) (in.)	41/40	
37.	Leg Room (Front/Rear) (in.)	40/41	
38.	Hip Room (Front/Rear) (in.)	57/56	
39.	Shoulder Room (Front/Rear) (in.)	61/60	
40.	Interior Cargo Area/ Cargo Area Seats Folded Down (cu. ft.)	48/85	
Accessories			
41.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required	
42.	Glass	High Strength, Factory Tint	
43.	Rear Window Defroster	Wired in Glass	
44.	Fresh Air Temperature Controlled Heater	With Windshield Defrosters	
45.	Intermittent Windshield Wipers	With Dual Speed	
46.	Air Conditioning	Required	
47.	Radio – Factory Installed	AM/FM	
48.	Radio Suppression System	Required	
49.	12 Volt Power Outlet, in Front Compartment	Required	
50.	Fuel at Delivery	½ Tank	
51.	Speedometer/ Standard Gage Package	Required	
52.	Hood Latch Release	Inside Passenger Compartment only, by Driver Side	
53.	Dual Horns, Factory Installed	Required	
54.	Electronic Door Locks/ Electronic Windows	Driver Control Lock Out (Required)	
55.	Rear Window Wiper/Washer	If applicable	
56.	Remote Control Rear Gate Release by Driver	Required, if available	
57.	Rear Door	Lift Gate	

SPECIFICATIONS (CONT'D)

AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD

Item Number 3

Line No.	Standard Specification Items	Minimum Requirements	Approved Exceptions
Warranty			
58.	Rust Proofing	Min. Factory Warranty	
59.	Manufacturer Standard	Min. 3 yr./36,000 Mile	
60.	Powertrain	Min. 5 yr./100,000 Mile	
Optional Equipment Items			
61.	45-Day Tags		
62.	Wheel Cover		
63.	Inside Rear-Door Locks Inoperable		
64.	Inside Rear-Door Handles Inoperable		
65.	Inside Windows-Rear-Power Delete		
66.	Heated Side View Mirrors		
67.	Carpet		
68.	3.5L, V6 EcoBoost		
69.	Red/White Dome Light in Cargo Area		
70.	Perimeter Anti-Theft Alarm		
71.	Remote Keyless Entry Key FOB w/o Key Pad - Deduct		
72.	Rear Console Plate		
73.	Grille LED Lights, Siren & Speaker Pre-Wiring		
74.	Hitch		
75.	SYNC		
76.	Rear Light Solution – Blue/Blue for Cargo Area		
77.	Backup Camera		
78.	Additional Option Package (Bidder to Specify Type)		

INTRODUCED BY: B. B. Janovitz

ORDINANCE NO. 2018-74

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE, BEACHWOOD LODGE 86 (PATROL OFFICERS); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has approved a proposed new Contract effective November 1, 2017 through October 31, 2020 with the Fraternal Order of Police, Beachwood Lodge 86 (Patrol Officers), which has been ratified and approved by the members of the Union and is now submitted to Council for its consideration and approval; and

WHEREAS, the terms and conditions of the contracts are fair and reasonable to all parties.

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

Section 1: The Mayor is hereby authorized to enter into and execute a new Contract on behalf of the City effective November 1, 2017 through October 31, 2020 with the Fraternal Order of Police, Beachwood Lodge 86 (Patrol Officers), as set forth in the Contract, a copy of which is on file in the Clerk's office.

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

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that it is necessary to approve the said contracts promptly as required by the Ohio SERB laws.

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

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

Clerk

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

Mayor