

Beachwood City Council Meeting Agenda
Monday, October 18, 2021, 7:00 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

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

Agenda Items

1. Roll Call
2. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
3. Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each)
4. Economic Development Committee
Ordinance No. 2021-134

An Ordinance declaring Improvements to a Certain Parcel of Real Property located within the City of Beachwood to be a Public Purpose and Exempt from Real Property Taxation; authorizing the Mayor to enter into a TIF Agreement with Trailhead Biosystems, Inc. or its designee; requiring the owner of the Parcel to make Service Payments in lieu of taxes; establishing an Urban Redevelopment Tax Increment Equivalent Fund for the deposit of those Service Payments; authorizing the payment to the Beachwood City School District; making related authorizations pursuant to Ohio Revised Code Section 5709.41, 5709.42 and 5709.43; and declaring this to be an urgent measure
5. Economic Development Committee
Ordinance No. 2021-135

An Ordinance authorizing a Job Creation Incentive Grant For Trailhead Biosystems, Inc.; and declaring an emergency
6. Economic Development Committee
Ordinance No. 2021-136

An Ordinance authorizing a Job Creation Occupancy Grant for Trailhead Biosystems, Inc.; and declaring an emergency
7. Finance & Insurance Committee
Ordinance No. 2021-127

An Ordinance authorizing and directing the payment of Certain Claims (Bills) for Professional and Other Services; and declaring this to be an urgent measure

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| 8. | Finance & Insurance
Committee
Ordinance No. 2021-128 | An Ordinance Amending Appropriations for Current Expenditures and Other Expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2021, January 1, 2021 to December 31, 2021, Inclusive; and declaring this to be an urgent measure |
| 9. | Finance & Insurance
Committee
Resolution No. 2021-6 | A Resolution authorizing the use of PEP's Coverage Document for all required Bonded Public Officials; and declaring this to be an urgent measure |
| 10. | Finance & Insurance
Committee
Ordinance No. 2021-129 | An Ordinance authorizing the Mayor to renew a Contract with Enterprise for the Purchase of Vehicles for the City of Beachwood, Ohio, further waiving competitive bidding; and declaring this to be an urgent measure |
| 11. | Legal & Personnel Committee
Ordinance No. 2021-130 | An Ordinance Amending Schedule B and Schedule D of the Administrative Salary Ordinance; and declaring this to be an urgent measure |
| 12. | Legal & Personnel Committee
Ordinance No. 2021-131 | An Ordinance authorizing the Mayor to enter into a Contract for and on behalf of the City of Beachwood, Ohio with the Cuyahoga County Board of Health through December 31, 2023; and declaring this to be an urgent measure |
| 13. | Public Works Committee
Ordinance No. 2021-132 | An Ordinance accepting a Certain Bid from Compass Minerals America, Inc. through the Joint Municipal Improvements Consortium as Supplier of Untreated Rock Salt for Snow and Ice removal for the 2021-2022 Winter Season; and declaring this to be an urgent measure |
| 14. | Safety & Public Health
Committee
Ordinance No. 2021-133 | An Ordinance Amending Section 618.14, "Hunting Prohibited", of the Codified Ordinances of the City of Beachwood, Ohio; and declaring this to be an urgent measure |

Any other matters coming before City Council

Adjournment

AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY LOCATED WITHIN THE CITY OF BEACHWOOD TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; AUTHORIZING THE MAYOR TO ENTER INTO A TIF AGREEMENT WITH TRAILHEAD BIOSYSTEMS, INC. OR ITS DESIGNEE; REQUIRING THE OWNER OF THE PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING AN URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; AUTHORIZING THE PAYMENT TO THE BEACHWOOD CITY SCHOOL DISTRICT; MAKING RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.41, 5709.42 AND 5709.43; AND DECLARING THIS TO BE AN URGENT MEASURE.

WHEREAS, Sections 5709.41, 5709.42 and 5709.43 of the Ohio Revised Code (collectively, the “TIF Statutes”) authorize this Council, by ordinance, to declare improvement to parcels of real property located within the corporate boundaries of the City of Beachwood, Ohio (the “City”) to be a public purpose and exempt from taxation, require the owner of each such parcel to make service payments in lieu of taxes, provide for the distribution of the applicable portion of such service payments to the City, local or exempted school district, establish a municipal public improvement tax increment equivalent fund for the deposit of the remainder of those service payments, and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit such parcel; and

WHEREAS, Trailhead Property Management LLC has contracted to acquire title to a certain parcel of real property identified and depicted in EXHIBIT A attached hereto are located in the City (now or hereafter configured, referred to herein as “Parcel” or “Property”), for the purpose of urban redevelopment of the Parcel pursuant to the master plan and based upon the recommendation of the Economic Development Committee, this Council has determined to declare the Improvement (as defined in Section 1 of this Ordinance) to the Property to be a public purpose; and

WHEREAS, this Council has determined that it is necessary and appropriate and in the best interest of the City to exempt from taxation one hundred percent (100%) of the Improvement to the Parcel as permitted and provided in Section 5709.41(C)(1) of the Ohio Revised Code for up to thirty (30) years (the “TIF Exemption”) with make-whole payments to the Beachwood City School District in the amount of the real property taxes that would have been payable to the School District if the Improvements had not been exempted from taxation by the TIF Exemption; and

WHEREAS, this Council has determined to direct and require the current and future owner(s) of the Parcel (each such owner individually, an “Owner” and collectively, the “Owners”) to make annual Service Payments (as defined in Section 2 of this Ordinance) with respect to the Parcel in lieu of the real property tax payments, and in the same amount as they would have made real property tax payments except for the exemption provided by this Ordinance; and

WHEREAS, notice of this proposed Ordinance has been provided and delivered to the Board of Education of the Beachwood City School District (the “School District”) in accordance with and within the time periods prescribed in Section 5709.40, if applicable, Section 5709.41(C) and 5709.83 of the Ohio Revised Code; and

WHEREAS, this Council has determined that a portion of the Service Payments shall be directly paid to the School District in an amount equal to the real property taxes that would have been payable to the School District if the Improvements to the Parcel located in the School District had not been exempt from taxation pursuant to this Ordinance; and

WHEREAS, the Owner of the Parcel will apply for exemptions from taxation under Section 5709.911 of the Ohio Revised Code on behalf of themselves as the Owner of the Parcel.

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

Section 1: Authorization of Tax Exemption; Duration of Tax Exemption.

Pursuant to and in accordance with the provision of Section 5709.41 of the Ohio Revised Code, this Council finds and determines that one hundred percent (100%) of the increase in assessed value of the Parcel subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "Improvement" as defined in Section 5709.41(A) of the Ohio Revised Code) is hereby to be declared to be a public purpose and shall be exempt from taxation for a period commencing the first tax year that begins after the effective date of this Ordinance (such commencement date hereinafter referred to as the "Commencement Date"), and ending for such Parcel on the earlier of (a) thirty (30) years after such commencement, or (b) the date on which the City can no longer require Service Payments, all in accordance with the requirements of the TIF Statutes.

Section 2: Service Payments.

Pursuant to Section 5709.42 of the Ohio Revised Code, this Council directs and requires the Owner of the Parcel to make service payments in lieu of taxes with respect to the Improvements allocable thereto to the Cuyahoga County Treasurer (the "County Treasurer") on or before the final dates for payment of real estate taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established under Section 323.121 and 5703.47 of the Ohio Revised Code (collectively, the "Service Payments"), will be charged and collected in the same manner and the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 1 of this Ordinance. The Service Payments will be allocated and distributed in accordance with Section 4 of this Ordinance. This Council hereby authorizes the Mayor, Clerk, and City Law Director, and other appropriate officers of the City, to provide such information and certifications and to execute and deliver or accept delivery of such instruments as are necessary and incidental to collection of those Service Payments, and to make such arrangements as are necessary and proper for payment of those Service Payments.

Section 3: Tax Increment Equivalent Fund.

The Council hereby establishes, pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the 23215 Commerce Park Urban Redevelopment Municipal Public Improvement Tax Increment Equivalent Fund (the "TIF Fund"), into which the County Treasurer will deposit the Service Payments collected with respect to the Parcel and not required to be distributed to the School District pursuant to Section 4 of this Ordinance. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Statutes, the TIF Agreement and this Ordinance. The TIF Fund will exist so long as such Service Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with Section 5709.43 of the Ohio Revised Code.

Section 4: Distribution of Service Payments.

Pursuant to the TIF Statutes, the County Treasurer is required to distribute the Service Payments as follows:

- (i) To the School District, an amount equal to the amount the School District would otherwise have received as real property tax payments derived from the Improvements to the Parcel located within the School District's boundaries as if the Improvement had not been exempted from taxation pursuant to this Ordinance; and
- (ii) To the City, all remaining amounts for further deposit in the TIF Fund for use in accordance with the TIF Statutes, the TIF Agreement and this Ordinance.

Section 5: Delivery to Director of the Development Services Agency.

Pursuant to Section 5709.41(E) of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen (15) days after its passage. On or before March 31st of each year that the TIF Exemption set forth in Section 1 hereof remains in effect, the Mayor or other authorized office of the City shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under Section 5709.40(I) of the Ohio Revised Code, with respect to the development activities on the Parcel, the exemption

from taxation established herein and the receipts of Service Payments in connection with that exemption.

Section 6: TIF Agreement.

The Mayor is hereby authorized and directed to enter into a TIF Agreement with Trailhead Property Management LLC or its designee (the "TIF Agreement"), with such changes thereto as the Mayor determines are not materially adverse to the City, such determination being evidenced by his signature thereon. The Mayor, Clerk and Law Director, or other officials of the City, as appropriate, are each authorized and directed to prepare, execute and deliver any certificates and other documents, agreement, representations and instruments and to take such actions as are necessary or appropriate in connection with this Ordinance.

Section 7: Further Authorizations.

This Council authorizes the Mayor, the Finance Director, the Law Director or other appropriate officers of the City to make arrangements as are necessary and proper for the collection of Service Payments from the Owner of the Parcel, including the preparation and filing of any necessary exemption applications. This Council further authorizes and directs those officers or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance and the TIF Agreement.

Section 8: Non-Discriminatory Hiring Policy.

In accordance with Section 5709.832 of the Ohio Revised Code, this Council hereby determines that no employer located on the Parcel shall deny any individual employment based solely on their race, religion, sex, disability, color, national origin or ancestry.

Section 9: 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 10: 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 in order to provide jobs and employment opportunities in the City and overall improve the economic welfare of the residents of the City by generating new income tax and payments in lieu of tax revenues all in the interest of economic development and urban redevelopment in the City and to do so at the earliest possible time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the DATE, 2021, and presented to the Mayor for approval or rejection in accordance with Article Section 8 of the Charter on the DATE, 2021.

Clerk

Approval: I have approved this legislation this DATE, 2021, and filed it with the Clerk.

Mayor

EXHIBIT A

THE PARCEL

LEGAL DESCRIPTION FOR:
Proposed Parcel Beachwood,
Ohio

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**TAX INCREMENT FINANCE (TIF) DEVELOPMENT AGREEMENT Between the
CITY OF BEACHWOOD And TRAILHEAD PROPERTY MANAGEMENT LLC**

This Tax Increment Finance Development Agreement (this “Development Agreement” or “Agreement”) is entered into as of October __, 2021 between the City of Beachwood, Ohio (the “City”) and TRAILHEAD PROPERTY MANAGEMENT LLC, its successors and assigns (the “Company”), under the following circumstances (unless otherwise indicated, capitalized terms are used with the meanings given them in Schedule 1):

Recitals

WHEREAS, Sections 5709.41, 5709.42 and 5709.43 of the Ohio Revised Code (collectively, the “TIF Statutes”) authorize City Council of the City of Beachwood, Ohio (the “City Council”), by ordinance, to declare improvements to parcels of real property located within the corporate boundaries of the City to be a public purpose and exempt from taxation, require the owner of each such parcel to make service payments in lieu of taxes, and provide for the distribution of the applicable portion of such service payments to be paid to the City; and

WHEREAS, the Company intends to acquire title to a certain parcel of real property identified and depicted in EXHIBIT attached hereto and located in the City (now or hereafter configured, referred to herein as the “Development Property”), for the purpose of performing building and laboratory improvements and redevelopment of the Development Property pursuant to the master plan, and based upon the recommendation of the Economic Development Committee, City Council has determined to declare the Improvement (as defined in Section 1 of the TIF Ordinance) to the Development Property to be a public purpose pursuant to Ordinance No. 2021-??, duly adopted on October 18, 2021 (hereinafter the “TIF Ordinance”); and

WHEREAS, pursuant to the TIF Ordinance, City Council has determined that it is necessary and appropriate and in the best interest of the City to exempt from taxation one hundred percent (100%) of the Improvement to the Development Property as permitted and provided in Section 5709.41(C)(1) of the Ohio Revised Code for up to thirty (30) years (the “TIF Exemption”) with make-whole payments to the Beachwood City School District in the amount of the real property taxes that would have been payable to the School District if the Improvement had not been exempted from taxation pursuant to the TIF Ordinance; and

WHEREAS, pursuant to the TIF Ordinance, City Council has determined to direct and require the Company and future owner(s) of the Development Property (each such owner individually, an “Owner” and collectively, the “Owners”) to make annual Service Payments (as defined in Section 2 of the TIF Ordinance) with respect to the Development Property in lieu of the real property tax payments, and in the same amount as they would have made real property tax payments except for the exemption provided by the TIF Ordinance; and

WHEREAS, notice of the TIF Ordinance was provided and delivered to the Board of Education of the Beachwood City School District in accordance with and within the time periods prescribed in Section 5709.40, if applicable, Section 5709.41(C) and 5709.83 of the Ohio Revised Code; and

WHEREAS, City Council determined that a portion of the Service Payments shall be directly paid to the School District by the County in an amount equal to the real property taxes that would have been payable to the School District if the Improvement to the Development Property located in the School District had not been exempt from taxation pursuant to the TIF Ordinance; and

WHEREAS, the Owner of the Development Property will apply for exemptions from taxation under Section 5709.911 of the Ohio Revised Code on behalf of itself as the Owner of the Parcel; and

WHEREAS, the TIF Ordinance authorized the execution of this Development Agreement with Trailhead Biosystems, Inc (the “Company”); and

WHEREAS, the Company has acquired title to the Development Property prior to the date of this Agreement; and

WHEREAS, in order to carry out the public purpose and to comply with the requirements of the TIF Statutes and the TIF Ordinance, the City desires to enter into this Development Agreement to provide for the necessary details of the agreement to implement the tax increment financing and the building and laboratory improvements and the redevelopment of the Development Property. The Company is willing to redevelop the Development Property by constructing certain improvements thereon (the “Company Improvements”), to make the Service Payments, and to perform such other actions required by the Company as described in this Development Agreement; and

WHEREAS, the City has determined that the building and laboratory improvements and the redevelopment of the Development Property by the Company on the Development Property and fulfillment generally of the terms of this Development Agreement are in the best interests of the City and the health, safety, morals, and welfare of its residents

NOW THEREFORE, the parties agree as follows:

ARTICLE 1

The City

Section 1.1 Representations. The City makes the following representations:

- (a) It is a political subdivision, duly organized, and validly existing under the laws of Ohio and its Charter.
- (b) It has performed all acts required of it as a condition to signing and delivering this Development Agreement.
- (c) It is not in violation of any laws of Ohio or its Charter to an extent that would impair its ability to carry out its obligations under this Development Agreement.

(d) It has the power to enter into and perform its obligations under this Development Agreement.

(e) Its City Council has duly authorized the signing, delivery, and performance of this Development Agreement.

Section 1.2 City Agreement to Facilitate Company Improvements. Subject to the terms of this Development Agreement, the City and the Company agree to use their best efforts and good faith to facilitate any necessary reviews and approvals related to the Company Improvements so as to allow the Company to maintain the development schedule and construct the Company Improvements as described and provided for in this Development Agreement. Upon completion of the Company Improvements, the Company shall provide a detailed accounting, in a form reasonably acceptable to the City, certifying its construction/renovation costs to the City for its information and use.

ARTICLE 2

The Company

Section 2.1 Company Representations. The Company makes the following representations:

(a) It is a limited liability company duly formed, validly existing, and in full force and effect under the laws of the State of Ohio.

(b) It has performed all acts required of it as a condition to signing and delivering this Development Agreement.

(c) It is not in violation of any laws of Ohio to an extent that would impair its ability to carry out its obligations under this Development Agreement

Section 2.2 Acquisition of Development Property. As of the date of this Development Agreement, the Company has contracted to acquire fee title to the Development Property, conditioned upon receipt of certain economic incentives from the City. The Development Property is located at 23215 Commerce Park, within the boundaries of the City, and the Company will pay all required costs associated with this acquisition of title.

Section 2.3 Agreement to Make Service Payments. The Company, as the owner agrees to make Service Payments to the City as described in Section 3.2 during the Exemption Period.

Section 2.4 Information to Tax Incentive Review Council. The Company, as the owner, agrees to provide to the City's Tax Incentive Review Council and the City such information as shall be reasonably requested by the Tax Incentive Review Council or the City as may be necessary to allow the Tax Incentive Review Council to perform its review of the TIF Exemption granted by the TIE Ordinance and in accordance with the TIF Statutes.

Section 2.5 Exemption Applications. If the Company does not comply with Section 3.2(c) below, the Company authorizes the City to file on its behalf, and agrees to cooperate with the City, in the preparation and filing of all necessary applications and supporting documents to obtain the

exemption from real property taxation authorized by the TIF Statutes and the TIF Ordinance and to enable the City to collect Service Payments in a timely manner.

Section 2.6 Valuation of Property. Commencing with the recording of this Development Agreement and until the filing of a notice of termination at the conclusion of the Exemption Period, Company agrees that it will not settle a complaint seeking or request a reduction the fair market value of the Development Property that would cause the aggregate fair market value of the Development Property to be an amount less than two million four hundred eighty-seven thousand five hundred dollars (\$2,487,500.00).

Section 2.7 Redevelopment Guidelines. The Company agrees that until the end of the term of the Exemption Period, the Company and any successors and assigns shall take commercially reasonable efforts to construct and install the Company Improvements and maintain the Company Improvements thereafter in accordance with this Development Agreement.

ARTICLE 3

Exemption from Real Property Taxation

Section 3.1 Exemption of Improvement. The City Council has declared in the TIF Ordinance that the increase in assessed valuation of the Improvement, by reason of all building renovations and redevelopment of the Development Property, is a public purpose and determines that one hundred percent (100%) of the increase in assessed valuation of the Improvement is exempt from real property taxation by all political subdivisions and taxing districts for thirty (30) years with make whole-payments to the School District in the amount of the real property taxes that would have been payable to the School District if the Improvement had not been exempted from taxation pursuant to the TIF Exemption. The TIF Exemption will commence in accordance with the TIF Ordinance

Section 3.2 Service Payments. The Owner must make Service Payments to the City as follows:

- (a) During the Exemption Period, in accordance with the TIF Statutes, and the TIF Ordinance, as may be amended and supplemented, the Company, as the owner and for all future owners of the Development Property, or any part thereof or interest therein, covenants and agrees to make (or cause to be made) semiannual Service Payments in lieu of real property taxes with respect to the Improvement pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, and this Development Agreement. The obligation to make Service Payments will run with the land. The Service Payments must be made semiannually to Cuyahoga County, or to the designated agent of the County for collection of the Service Payments on or before the date on which real property taxes would otherwise be due and payable for the Improvement. Any late Service Payments must include interest and penalties at the same rate and in the same amount and payable at the same time as delinquent real property taxes. Each semiannual Service Payment must be in an amount equal to the real property taxes that would have been charged and payable against the exempted portion of the Improvement, as if an exemption from real property taxation had not

been granted, plus all interest and penalties thereon for nonpayment and must otherwise be in accordance with the requirements of the TIF Statutes.

- (b) It is intended and agreed, and it must be provided in any future deed conveying the Development Property, or any portion thereof, to any person that the covenants provided in Section 3.2(a) hereof will be covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the City, whether or not this Development Agreement remains in effect, and whether or not this provision is included in any succeeding deed of the Development Property, or any portion thereof. It is further intended and agreed that these agreements and covenants will remain in effect for the full Exemption Period permitted in accordance with the requirements of the TIF Page 5 of 20 Statutes, the TIF Ordinance, and this Development Agreement. The covenants running with the land provided in Section 3.2(a) will have priority over any other lien or encumbrance on the Development Property other than the Permitted Encumbrances. The parties agree to execute and record any and all instruments of record in Cuyahoga County, Ohio, including this Development Agreement, as may be necessary to preserve and protect such covenants running with the land. The Company acknowledges that the City will cause this Development Agreement to be recorded in the real estate records of the Fiscal Officer of Cuyahoga County.
- (c) The Company must prepare and file, or cause to be prepared and filed in cooperation with the City, any necessary applications and supporting documents to obtain the exemption from real property taxation for the Improvement to enable the City to collect Service Payments and to disburse these payments to or for the account of the City. The City will cooperate with the Company in connection with the preparation and filing of any required exemption applications.
- (d) The Company may sell, lease, or otherwise convey any portion of the Development Property. If the transfer provides that the transferee assumes the obligations under this Development Agreement to make Service Payments with respect to the Improvement on the portion of the Development Property transferred, the Company will be released from its obligations under this Development Agreement to make those Service Payments with respect to that portion of the Improvement on that portion of the Development Property.

The agreement to make Service Payments under this Development Agreement is a covenant running with the land. Subject to the foregoing, and pursuant to Ohio Revised Code Section 5709.42, the obligations of the Owner to make the Service Payments will be absolute and unconditional, and will not be terminated for any cause, and the Company, as the Owner and for all future Owners, agrees that there will be no right to suspend or set off the Service Payments for any cause, including without limitation, its failure to complete the Company Improvements, any acts or circumstances that may

constitute failure of consideration, destruction of or damage to the Company Improvements, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of, by, or under authority of the State of Ohio, or any failure of the City to perform and observe any agreement, obligation or covenant, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Development Agreement or the TIF Ordinance.

- (e) The Company represents to the City, and the City acknowledges that upon completion of the Project, the expected appraised value for the Company Improvements will be approximately Four Million Four Hundred Eighty-Seven Thousand Five Hundred Dollars (\$4,487,500.00). The parties acknowledge that this is an estimate and that the failure to achieve this level of appraised value for the Company Improvements will not constitute a failure of either party to perform under this Development Agreement. The City will not unreasonably withhold, delay, or condition the permits that the City issues or approves

Section 3.3 Transfer of Service Payments by City to Developer. As consideration for the Company's agreement to endeavor to acquire, construct, and install the Company's Improvements listed in EXHIBIT City agrees to collect, or otherwise receive, all Service Payments made by the Company and transfer those Service Payments, minus the amount of funds payable to the School District and any collection fees paid to Cuyahoga County, to the Company. The City and Company agree to meet one time per year during the last sixty (60) days of each calendar year to reconcile the amount paid by the City to the Company, if requested in writing by either the City or the Company. Transfer of Service Payments pursuant to this Section 3.3 to the Company shall be made to the Company notwithstanding any future transfer of all or a portion of the Development Property by Company to any other party. Such payments are to be made by the City to the Company once per year, no later than December 31 of each calendar year during which any Service Payments are received by the City and are to be made by check payable to the Company, unless otherwise directed by the Company.

[End of Article 3]

ARTICLE 4

Event of Default Section

4.1 Event of Default. It will be an Event of Default by the City or the Company, as applicable, under this Development Agreement if:

- (a) The Company fails to observe or perform any of the material covenants and obligations of the Company under this Development Agreement and the failure continues for a period of ninety (90) days after receipt by the Company of written notice, for default other than failure to pay Service Payments, and for a period of thirty (30) days after receipt by the Company of written notice, for failure of the Company (as the owner) to pay Service Payments.
- (b) The City fails to observe or perform any of the material covenants and obligations of the City under this Development Agreement and the failure continues for a period of thirty (30) days after notice.

Section 4.2 Remedies in Event of Default. During the continuance of an Event of Default, the City or the Company will have available as a remedy all rights granted under law or equity. Pursuit of any of the remedies will not preclude pursuit of any other remedies provided in this Development Agreement, or by law or equity. Pursuit of any remedy by either party will not constitute a forfeiture or waiver of any damages accruing to a party by reason of the violation of any of the other party's obligations under this Development Agreement. Forbearance by a party to enforce one or more of the remedies provided upon the occurrence of an Event of Default will not be construed to constitute a waiver of the default.

ARTICLE 5

Miscellaneous Section

5.1 Term of Agreement. This Development Agreement will be effective as of its date and will continue in full force and effect until all payments to the Company have been made pursuant to Section 3.3 of this Development Agreement.

Section 5.2 Progress Reports.

- (a) Until completion of all the Company Improvements, the Company must make quarterly reports, in such detail as may reasonably be requested by the City, as to the actual progress of the Company with respect to construction of the Company Improvements.
- (b) To the extent required under the TIF Statutes and any other Applicable Laws, the Company, as the Owner, must supply or cause to be supplied to the City from time to time such information as the City may reasonably request in connection with the

preparation of reports required by the State of Ohio, the County, or any other public agency under the TIF Statutes and any other Applicable Laws.

Section 5.3 Discrimination Prohibited. The Company must not, in the use and redevelopment of the Development Property, discriminate against any person or group of persons based upon race, creed, sex, sexual orientation, religion, color, age, national origin, or ancestry in the sale or other transfer of the Development Property, and must bind its successors by appropriate agreements and covenants running with the land enforceable by the City.

Section 5.4 Force Majeure If the Company is delayed or hindered in, or prevent from, the performance of any covenant or obligation of the Company as a result of strikes, lockouts, shortages of labor, fuel or materials, acts of God, causes associated with unusual weather conditions, enemy acts, fire or other casualty, pandemics, or other cause beyond the reasonable control of the Company (including failure to obtain necessary governmental approvals after the Company's good faith efforts to obtain them), then the performance of the covenant or obligation will be excused for the period of the delay, hindrance, or prevention and the period for the performance of the covenant or obligation will be extended by the number of days equivalent to the number of days of the delay, hindrance, or prevention.

The Company's right to this extension will only be permitted if the Company provides written notice of the delay to the City and the City acknowledges receipt of the Company's notice of delay within ninety (90) days of the date the Company becomes aware of the delay. In no event will any delay or hindrance in or prevention from the performance of any covenant or obligation described in this Section 5.4 constitute a termination of this Development Agreement.

Section 5.5 Amendments and Waivers. This Development Agreement will not be amended, supplemented, or modified except by an instrument in writing, signed by the Mayor after authorization by City Council and the Company.

Section 5.6 Entire Agreement. This Development Agreement sets forth the entire agreement between the parties as to its subject matter, and merges and supersedes all previous discussions, agreements, and undertakings between the parties with respect to the subject matter of this Development Agreement.

Section 5.7 Counterparts. This Development Agreement may be signed in any number of counterparts, each of which constitute an original, but all of which constitute one agreement. Any party to this Development Agreement may sign this Development Agreement by signing any counterpart. Additionally, the parties agree that for purposes of facilitating the signing of this Development Agreement, the signature pages taken from the separate, individually executed counterparts of this Development Agreement may be combined to form multiple fully signed counterparts.

All executed counterparts of this Development Agreement will be deemed to be originals, but all counterparts taken together or collectively, as the case may be, will constitute one and the same agreement.

Section 5.8 Notice. All notices, communications, requests, and demands between the parties required or permitted to be given under this Development Agreement to be effective must be in writing (including without limitation electronic), and unless otherwise expressly provided will be deemed to have been sufficiently given or made when physically delivered or mailed by U. S. registered or certified mail, or in the case of notice by electronic transmission when received and telephonically confirmed, addressed as follows, or to any address as may be notified in writing by the parties:

If to the City:

City of Beachwood

Attention: Mayor &

Attention: Law Director

25325 Fairmount Boulevard Beachwood, Ohio 44122

Telephone: 216.595.5462

Electronic Mail: Law-web@Beachwoodohio.com

If to the Company:

Trailhead Biosystems Inc.

c/o Trailhead Biosystems, Inc.

10000 Cedar Ave.

Cleveland, OH 44106

Telephone: 216.445.3835

Electronic Mail: dtrivedi@trailbio.com

Section 5.9 Successors and Assigns. This Development Agreement will be binding upon, and inure to the benefit of the City, the Company and their respective successors and assigns. Except to (a) entities affiliated with the Company (which for purposes of this Agreement shall include but not be limited to subsidiaries and affiliates), (b) entities used in a financing arrangement by the Company or its affiliates to develop and equip the Company Improvements (which for purposes of this Agreement shall include but not be limited to entities used in a leasing arrangement), (c) any successor owner or transferee of the Development Property, or (d) successor entities as a result of a consolidation, reorganization, acquisition or merger, this Agreement and its benefits and obligations are not transferable or assignable by the Company or its affiliates, in whole or in part, without the express, written approval of the City, which shall not be unreasonably withheld.

Section 5.10 Governing Law. This Development Agreement, and the rights and obligations of the parties under this Development Agreement, will be governed by, construed, and interpreted in accordance with the law of the State of Ohio without regard to conflict of laws principles.

Section 5.11 Severability. Any provision of this Development Agreement that is prohibited or unenforceable in any jurisdiction will, as to the jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable the provision in any other jurisdiction.

Section 5.12 Conflicts. In the event any provision(s) of this Development Agreement conflicts with any provision(s) of the TIF Statutes or TIF Ordinance, the conflict shall be resolved by application of the TIF Statutes, TIF Ordinance, and then the Development Agreement, in that order.

Section 5.13 Headings and Table of Contents. The headings and table of contents contained in this Development Agreement are for convenience of reference only and will not limit or otherwise affect the meaning.

[Signature Page Follows]

IN WITNESS WHEREOF, the City and the Company have each caused this Development Agreement to be effective as of the date signed by the Mayor of the City of Beachwood.

CITY OF BEACHWOOD:

By: _____

Martin S. Horwitz, Mayor

Date: _____

The legal form of the within instrument is hereby approved.

By: _____

City of Beachwood Law Director

Date: _____

TRAILHEAD PROPERTY MANAGEMENT LLC

By: _____

Name:

Title:

Date: _____

Index of Exhibits

Schedule 1- Definitions

Schedule 1

Definitions

The following defined terms are used in this Development Agreement:

- (a) “Applicable Laws” means all federal, state, and local laws, ordinances, resolutions, regulations, and codes, including the TIP Statutes governing the design, planning, construction, and installation of the Redevelopment Improvements.
- (b) “Beachwood City School District” or “School District” means the Board of Education of the Beachwood City School District.
- (c) “City” means the City of Beachwood, Ohio.
- (d) “County” means Cuyahoga County, Ohio.
- (e) “Development Agreement” means this Development Agreement, between the City and the Company dated as of __, 2021, and as amended and supplemented in accordance with its terms.
- (f) “Company Improvements” mean the land acquisition, redevelopment of the Development Property and building and laboratory renovations and improvements made to the Development Property during the Exemption Period and more fully described in (EXHIBIT) hereto.
- (g) “Development Property” means the real property identified as parcel number (PARCEL #) and shown in EXHIBIT and described in EXHIBIT
- (h) “Event of Default” means any of the events described in Section 4.1 hereof.
- (i) “Exemption Period” means the thirty (30) year period of abatement of real property taxes on the Improvement established in the TIP Ordinance.
- (j) “Owner” means Trailhead Property Management LLC, an Ohio limited liability company or its designee. Based upon Owner’s designation, for purposes of this Development Agreement, Owner shall also mean and be used interchangeably with the Company.

- (k) "Permitted Encumbrances" means the zoning resolutions, easements for utilities, and all other restrictions or conditions on title. The term does not include any mortgage lien, other liens, or title exceptions that are superior to or on a parity with the covenants running with the land contained in this Development Agreement, except liens for real property taxes and special assessments. 00 Page 15 of 20 (1)
- (l) "Project" means the development and construction of the Company Improvements on the Development Property.
- (m) "Service Payments" means the payments in lieu of taxes paid by the Owner in accordance with Section 3.2 hereof and the TIF Ordinance with respect to the Improvement.
- (n) "TIF" means the tax increment financing by the City for the Company Improvements.
- (o) "TIF Ordinance" means Ordinance No. 2021-??, adopted October 18, 2021 by City Council declaring the Improvement to be a public purpose and approving an agreement for tax increment financing for the purpose of urban redevelopment of and benefitting the Development Property and the City.
- (p) "TIF Statutes" mean Sections 5709.41, et seq., Ohio Revised Code.

INTRODUCED BY:

ORDINANCE NO. 2021-135

AN ORDINANCE AUTHORIZING A JOB CREATION INCENTIVE GRANT FOR TRAILHEAD BIOSYSTEMS, INC.; AND DECLARING AN EMERGENCY

WHEREAS, the retention and creation of jobs and employment opportunities is integral to the continued economic health of the City of Beachwood, Ohio, (the “City”) and its citizens; and

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution gives municipalities the authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary and other similar regulations as are not in conflict with general laws; and

WHEREAS, Article I of the Charter of the City provides that the City shall have all powers that may lawfully be possessed or exercised by any city under the Constitution and laws of the State of Ohio and the Constitution and laws of the United States; and

WHEREAS, the use of governmental resources for the promotion of economic development in the community is in the public interest and is a proper exercise of municipal powers pursuant to Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, by Ordinance No. 2013-10, as amended by Ordinance No. 2021-61, the City authorized a Job Creation Incentive Grant Program to provide incentives to businesses to retain, create and expand employment opportunities within the City without utilizing tax revenues or impacting negatively upon the local school system; and

WHEREAS, the Economic Development Director has requested that a Job Creation Incentive Grant be given to Trailhead Biosystems, Inc. (the “Company”) a company that is commencing headquarter operations within the City; and

WHEREAS, upon occupancy, the Company would hire approximately 22 employees, with approximately \$1.77 million of associated annual payroll, to the City; and

WHEREAS, during the ten years after the date of the Company moving to the City, the Company will maintain approximately 59 employees, with an estimated annual payroll of approximately \$4.48 million.

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

Section 1: Pursuant to Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution, this Council hereby authorizes a Job Creation Incentive Grant to Trailhead Biosystems, Inc. whereby 30% of the City's share of all municipal income taxes withheld from Trailhead Biosystems, Inc. employees and paid to the City, are rebated to Trailhead Biosystems, Inc. for a period of three (3) years, beginning with the employee payroll for calendar year 2022, with the first year of the grant to be paid in 2023 and as more fully described in the agreement to provide for the Job Creation Incentive Grant (the “Agreement”).

Section 2: Council hereby authorizes funding for the Job Creation Incentive Grant from the following non-tax revenue sources: interest income, permit fees, activity fees, service charges, and tax incentive application and monitoring fees.

Section 3: Council hereby authorizes the Mayor, for and in the name of this City, to execute and deliver the Agreement to provide for the Job Creation Incentive Grant consistent with this ordinance. This Council further hereby authorizes the Mayor, the Economic Development Director, the Finance Director, the City Law Director, and other appropriate officers of the City, to sign those instruments and make those arrangements as are necessary carry out the purposes of this ordinance.

Section 4: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 5: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare; and for the further reason that the award of this Job Creation Incentive Grant is necessary to create and retain jobs in the City of Beachwood.

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

Attest: I hereby certify this legislation was duly adopted on the 18th day of October, 2021, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of October, 2021.

Clerk

Approval: I have approved this legislation this 19th day of October, 2021, and filed it with the Clerk.

Mayor

INTRODUCED BY:

ORDINANCE NO. 2021-136

AN ORDINANCE AUTHORIZING A JOB CREATION OCCUPANCY GRANT FOR TRAILHEAD BIOSYSTEMS, INC.; AND DECLARING AN EMERGENCY

WHEREAS, the retention and creation of jobs and employment opportunities is integral to the continued economic health of the City of Beachwood, Ohio, (the “City”) and its citizens; and

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution gives municipalities the authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary and other similar regulations as are not in conflict with general laws; and

WHEREAS, Article I of the Charter of the City provides that the City shall have all powers that may lawfully be possessed or exercised by any city under the Constitution and laws of the State of Ohio and the Constitution and laws of the United States; and

WHEREAS, the use of governmental resources for the promotion of economic development in the community is in the public interest and is a proper exercise of municipal powers pursuant to Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, the Economic Development Director has requested that a Job Creation Occupancy Grant in the amount of \$100,000.00 be given to Trailhead Biosystems, Inc., (the “Company”) a company that is commencing headquarter operations in a building located within the City (the “Site”); and

WHEREAS, upon occupancy, the Company will employ approximately 22 employees, with approximately \$1.77 million of associated annual payroll, in the City; and

WHEREAS, during the ten years after the date of the Company moving to the City, the Company will employ approximately 59 employees, with an estimated annual payroll of approximately \$4.48 million.

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

Section 1: Pursuant to Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution, this Council hereby authorizes a Job Creation Occupancy Grant to Trailhead Biosystems, Inc. in the amount of \$100,000.00, payable upon (i) the issuance of a certificate of occupancy for the Site by the City, (ii) the commencement of the headquarter operations of Trailhead Biosystems, Inc. to the City and (iii) the execution of an Agreement granting the Job Creation Occupancy Grant, including certain provisions providing for the repayment of all or a portion of the Job Creation Occupancy Grant in the event Trailhead Biosystems, Inc. does not meet certain job maintenance requirements.

Section 2: Council hereby authorizes funding for the Job Creation Occupancy Grant from the following non-tax revenue sources: interest income, permit fees, activity fees, service charges, and tax incentive application and monitoring fees.

Section 3: Council hereby authorizes the Mayor, for and in the name of this City, to execute and deliver an Agreement to provide for the Job Creation Occupancy Grant consistent with this ordinance. This Council further hereby authorizes the Mayor, the Economic Development Director, the Finance Director, the City Law Director, and other appropriate officers of the City, to sign those instruments and make those arrangements as are necessary carry out the purposes of this ordinance.

Section 4: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 5: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare; and for the further reason that the execution of the Job Creation Occupancy Grant Agreement is necessary to create and retain jobs in the City of Beachwood.

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

Attest: I hereby certify this legislation was duly adopted on the 18th day of October, 2021, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of October, 2021.

Clerk

Approval: I have approved this legislation this 19th day of October, 2021, and filed it with the Clerk.

Mayor

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (this “Agreement”) is hereby entered into this _____ day of _____, 2021, by and between **Trailhead Biosystems Inc.** a Delaware Corporation (the “Company”) whose address is 10000 Cedar Ave., Cleveland, Ohio 44106 and the **City of Beachwood**, an Ohio Municipal Corporation (the “City”), whose address is City Hall, 25325 Fairmount Blvd. Beachwood, Ohio 44122 (collectively “Parties”).

WITNESSED:

WHEREAS, the retention and creation of jobs and employment opportunities is integral to the continued economic health of the City and its citizens; and

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution gives municipalities the authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary and other similar regulations as are not in conflict with general laws; and

WHEREAS, Article I of the Charter of the City provides that the City shall have all powers that may lawfully be possessed or exercised by any city under the Constitution and laws of the State of Ohio and the Constitution and laws of the United States; and

WHEREAS, the use of governmental resources for the promotion of economic development in the community is in the public interest and is a proper exercise of municipal powers pursuant to Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, Trailhead Property Management LLC (“Trailhead”) a subsidiary of the Company, conditioned upon the granting by the City of certain economic development incentives as set forth in this Agreement, will invest with the purchase of 23215 Commerce Park, within the City (the “Site”) with a purchase price of the Site for \$2,487,500, will undertake renovations of the Site for approximately \$2,000,000, and the Company shall maintain an annual payroll of approximately \$1,770,256 in Year 1 and by Year 3 of approximately \$3,624,000; and

WHEREAS, to promote economic development in the community, the City Council of the City approved (i) Ordinance No. 2021-[] granting the Company a one-time occupancy grant and (ii) Ordinance No. 2021-[] granting the Company a Job Creation Incentive Grant, all pursuant to the terms of this Agreement; and

WHEREAS, the Parties desire to memorialize their understanding and agreements with respect to such cooperation.

NOW THEREFORE, in exchange for the mutual commitments and obligations contained herein, the Parties agree as set forth below:

Section 1. Company's Commitments to the City Trailhead will purchase the building located at 23215 Commerce Park, invest at least \$2,000,000 in renovations building and laboratory improvements. The Company will relocate its operations to the Site no later than [, 2022). The Company in Year 1 will have at least \$1,770,256 in payroll and by Year 3 [2025] of operations within the City, will have a payroll of at least \$3,624,000 (the "Job Creation"). The Company shall maintain the Job Creation within the City, pursuant to the terms of this Agreement. In the event the Company does not maintain the Job Creation, the Company shall return certain payments received from the City pursuant to the terms of this Agreement.

Section 2. City's Commitments to the Company.

A. Job Creation Occupancy Grant. Upon the issuance of a certificate of occupancy for the Site and the intended relocation of the operations of the Company to the Site, the City shall pay One Hundred Thousand dollars (\$100,000) to the Company (the "Occupancy Grant").

B. Job Creation Incentive Grant. Pursuant to the Job Creation Incentive Grant as described in Exhibit A, attached hereto and made a part hereof (except as modified by this Agreement) the City shall pay to the Company an amount equal to 30% of the municipal income tax withheld from Company Employees at the Site and paid to the City, for a period of three years beginning with the employee payroll for calendar year 2022, with the first year of the grant to be paid annually starting in YEAR (the "Incentive Grant").

Section 3. Claw Back Provisions. If Company fails to maintain the Job Creation for a period of three years, Company shall pay to City a percentage of the Occupancy Grant paid to the Company based on the table below.

Number of years Company maintains Job Creation	Percentage of Occupancy Grant required to be repaid to City
0-1 year	100%
1-2 years	67%
2-3 years	33%
More than 3 years	0%

Section 4. Project Performance Pursuant to Ordinance No. 2021-6, if Company fails to maintain the Job Creation as outlined in this Agreement, the Company will be subject to a reduction in the Incentive Grant as outlined in the table below.

% of Payroll Projections Met	% of grant awarded
90-100%	Full/grant credit

85%-89%	reduce grant by 5% (e.g.: 30% grant reduced to 25%)
80%-84%	reduce grant by 10% (grant reduced to 20%)
75-79%	Reduce Grant by 15% (grant reduced to 15%)
Less than 75%	No grant for that year

Section 5. Successors and Assigns. This Agreement shall insure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Parties. The Company may not assign this Agreement to any person without the written consent of the City, which consent will not be unreasonably withheld.

Section 6. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Company, their contractors, subcontractors and agents arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Cuyahoga, State of Ohio.

Section 7. Severability. Any provisions of this Agreement are severable and in the event that one or more of the provisions are found to be inconsistent with legal requirements upon any party, and therefore unenforceable, the remaining provisions shall remain in full force and effect.

Section 8. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the Company other than in his or her official capacity, and neither the members of the legislative body of the City nor any City or Company official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City and the Company contained in this Agreement.

Section 9. Duplicate Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.

Section 10. Headings. The headings contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

Section 11. Term. This Agreement will expire three years after the first Incentive Grant payment pursuant to this Agreement.

[Signature Pages to Follow]

Trailhead Biosystems Inc.

By: _____

Its: _____

City of Beachwood

By: Martin S. Horwitz

Its: Mayor

Approved as to Form:

L. Stewart Hastings, Law Director

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the City of Beachwood (the "City"), hereby certifies that the moneys required to meet the obligations of the City during the year 2021 under the aforesaid Agreement have been lawfully appropriated by the legislative body of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2021

Larry Heiser, Finance Director

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

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

Section 1:

For Supplies and Services	October 18, 2021	\$ 26,554.72
Squire Patton Boggs	Legal Services	\$ 9,000.00
Roetzel & Andress	Legal Services	\$ 7,717.50
Zashin & Rich	Legal Services	\$ 3,468.60
Gifford Dyer-Architect	Plan Review Services	\$ 1,816.12
Code Consultation – Paul Kowalczyk	Plan Review Services	\$ 626.25
Michael H. Wildermuth Architect	Plan Review Services	\$ 626.25
Stephen Campbell Associates	Police Department Services	\$ 3,300.00

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

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

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

Attest: I hereby certify that this legislation was duly adopted on the 18th day of October, 2021 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 19th day of October, 2021 and filed it with the Clerk.

Mayor



RECEIVED

21 SEP 28 AM 7:39

CITY OF BEACHWOOD

4900 Key Tower
127 Public Square
Cleveland, OH 44114
United States
Tel: +1.216.479.8500
Fax: +1.216.479.8780

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

Invoice Number: 10300285
Invoice Date: 09/09/21
Matter Number: 011736.00148

Economic Development Matters

INVOICE SUMMARY

Fees:	\$ 9,000.00
Disbursements:	\$ 0.00
Amount Due for this Invoice:	\$ 9,000.00

PAYMENT INSTRUCTIONS

Remit Check Payments to:

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

Remit Wire Payments to:

Squire Patton Boggs (US) LLP
US Bank
425 Walnut St.
Cincinnati, OH 45264
Bank Routing #042000013
Bank Account #576762314

For Wires outside the US:

US Bank, USA
SWIFT Code: USBKUS44IMT
Bank Account #576762314

Direct Billing Inquiries to:

Russell W. Balthis
4900 Key Tower
127 Public Square
Cleveland, OH 44114
United States
Phone: +1.216.479.8500
Fax: +1.216.479.8780
email: russell.balthis@squirepb.com

Please Include Reference Number 10300285/011736.00148 with all Payments
Tax Identification Number 34-0648199

APPROVED FOR PAYMENT
BY:
DATE: 9/27/21
P/O: 2021-02059

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21 OCT -5 AM 6:37

CITY OF BEACHWOOD
FEDERAL TAX ID # 34-1245415

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

REMITTANCE PAGE

For Professional Services Rendered

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

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE
Invoice: 1351602
Client/Matter: 144096.0001
Billing Atty: BYF
October 4, 2021

Re: ROGERS, BLAKE G.

Invoice Total

\$ 7,717.50


GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,
EMAIL US AT ramail@ralaw.com

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

Please Note New Wiring Instructions

Wire/ACH Instructions:
PNC Bank, NA
1 Cascade Plaza
Akron, OH 44308
ACH/Wire Routing Number 041000124
Account Number 4130090751
Swift Code PNCCUS33



RECEIVED
21 OCT -4 AM 10:01
CITY OF BEACHWOOD

DATE: 9/27/2021

P.O. NUMBER: 2021-00552

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

Privileged & Confidential

CLIENT FOP/OLC (Patrol) Negotiations
MATTER: 4318-20-03
INVOICE: 127915

Total Fees for Services Rendered	\$812.00
Total Expenses	\$0.40
Total Amount Due for this Matter	<u>\$812.40</u>

CLIENT FOP/OLC (Sergeants & Lieutenants) Negotiations
MATTER: 4318-20-04
INVOICE: 127916

Total Fees for Services Rendered	\$364.00
Total Expenses	\$56.60
Total Amount Due for this Matter	<u>\$420.60</u>

CLIENT LIUNA Local 860 (Building Department) Negotiations
MATTER: 4318-20-07
INVOICE: 127917

Total Fees for Services Rendered	\$560.00
Total Expenses	\$23.00
Total Amount Due for this Matter	<u>\$583.00</u>

CLIENT LIUNA Local 860 (Service and Maintenance) Negotiations
MATTER: 4318-20-06
INVOICE: 127918

Total Fees for Services Rendered	\$924.00
Total Expenses	\$32.40
Total Amount Due for this Matter	<u>\$956.40</u>

CLIENT OPBA (Dispatchers & Clerks) Negotiations
MATTER: 4318-20-02
INVOICE: 127919

Total Fees for Services Rendered	\$672.00
Total Expenses	\$24.20
Total Amount Due for this Matter	<u>\$696.20</u>

BILL SUMMARY

Total Fees for Services Rendered	\$3,332.00
Total Expenses	<u>\$136.60</u>
Total Amount Due for this Invoice	<u>\$3,468.60</u>

G. GIFFORD DYER-ARCHITECT
4680 BRAINARD ROAD
CHAGRIN FALLS, OH 44022-1506
Fax. 440-248-2353
Phone 216-870-0142

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21 OCT -5 AM 6:37
CITY OF BEACHWOOD

September 30, 2021

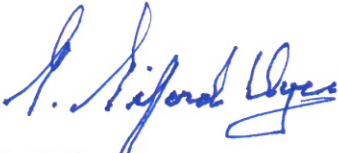
City of Beachwood
Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Re: Building Department
Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of September 2021	\$ <u>1,816.12</u>
(Cost breakdown sheet attached)	
Total amount due	\$1,816.12

Thank You,



G. Gifford Dyer

G. GIFFORD DYER-ARCHITECT

BEACHWOOD PLAN REVIEW

Month SEPTEMBER 2021

GG Dyer Job No.	Beachwood PR No.	Job Name-----	Time	Charge
CB 20-11	2020-36629	RENOVATION EXIST. APARTMENT 4800 PARK EAST DRIVE	8 1/2 Hrs	\$ 709.75
CB 21-11	2021-40257	REMOVE EXISTING STAIR & REPLACE IN PARKING LOT 23611 CHAGRIN BLVD.	7 1/2 Hrs	\$ 626.25
CB 20-08	2020-36550	OHIO MEDICAL CENTER PHASE 2 3999 RICHMOND ROAD	5 3/4 Hrs	\$ 480.12
TOTAL			21 3/4 Hrs	\$ 1816.12

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

RECEIVED

21 OCT -4 AM 6:56

CITY OF BEACHWOOD

October 2, 2021

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

RE: *Building Department Plan Review*

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of September 2021 (See attached sheet for breakdown)	<u>\$626.25</u>
---	-----------------

Total amount due

Six Hundred Twenty-Six Dollars and Twenty-Five Cents	\$626.25
--	-----------------

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

Paul Kowalczyk

Paul Kowalczyk, MPE #798

**City of Beachwood
Plan Examination Services
September 2021 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2021-02141	BW21-31 9/8/21	Shaheen Modern & Contemporary Art 23533 Mercantile Road, Suite 119 Interior Alterations	30 min.	\$41.75
2021-02502	BW21-32 9/19/21	Gottlieb & Sons 25201 Chagrin Blvd., Suite 170 Interior Alterations	1 hour	\$83.50
2021-40469	BW21-24.2 9/19/21	FX Dance Academy 3637 Green Road Interior Alterations - Revisions	30 min.	\$41.75
2020-37929	BW21-33 9/19/21	Menorah Park 27100 Cedar Road Fire Alarm System alterations	1 hour 30 min.	\$125.25
2020-38520	BW20-56.2 9/27/21	Canterbury Golf Club 22000 South Woodland Road Patio Bar Addition & Locker Room Upgrades – Code Review of Inspection concern on site	1 hour	\$83.50
2021-02702	BW21-34 9/27/21	Enterprise Place 3 rd Floor 3401 Enterprise Parkway Corridor Extension	1 hour	\$83.50
2021-02719	BW21-35 9/28/21	The Emily Program 3401 Enterprise Parkway, Suite 335 Interior Alterations	2 hours	\$167.00
Total:				\$626.25

Paul Kowalczyk, MPE #798



MICHAEL H. WILDERMUTH, AIA, ARCHITECT

RECEIVED

21 SEP 29 PM 3:17

CITY OF BEACHWOOD

September 19, 2021

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

Re: Building Department
Plan Review Services for August 2021

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

Plan Review for the month of August 2021 \$626.25

Cost Breakdown Sheet Attached

Total amount due..... \$626.25

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

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



MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

		August 2021		
MHW	Beachwood	Job Name	Time	
Job No	Receipt No.			
CB2116-01 8-15-2021	2021-40250	Oxford	2.0 H	\$167.00
CB2117-01 8-22-2021	2021-01478	Yeshiva HS	3.5 H	\$292.25
CB2118-01 9-19-2021	2021-02425	Shrinkage LLC	2.0	\$167.00
		Total	4.5 H	\$626.25

REMIT TO:

STEPHEN CAMPBELL
ASSOCIATES

Interaction Insight GLR dba Stephen
Campbell & Associates
5247 Wilson Mills Road #731
Richmond Heights, OH 44143

BILL TO:

City of Beachwood PD
25325 Fairmount Boulevard
Beachwood, OH 44122

RECEIVED

21 SEP 20 PM 1:53

CITY OF BEACHWOOD

Invoice**8/5/2021**

Invoice # **COBPD2185**

SHIP TO:

City of Beachwood PD
25325 Fairmount Boulevard
Beachwood, OH 44122

P.O. Number	Terms	Annual Service
	Net 30	Via

Quantity	Item Code	Description	Price Each	Amount
1	GMS	Annual Maintenance Service for Eventide 740 Recorder Serial Number: 740004817 Firmware Version: 2.8.4[473] as of 4/11/2020 IP Address: 10.75.241.220 MAC Address: 00:01:29:94:45:89 16 Analog Channels 24 VoIP Channels Recording with MediaWorks Access Licenses for Eight Users Screen Recording for 5 Positions 911 NENA - ANI/ALI Integration (2) RAID-1 1TB Swappable Hard Drives, (1) DVD Drive IPACS Phone Systems Maintenance Coverage thru 8-31-2022	3,300.00	3,300.00
			Please Pay	\$3,300.00

SCA NOW ACCEPTS CREDIT CARD PAYMENT

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Martin Horwitz and Finance Chair Eric Synenberg
FROM: Larry A. Heiser, Finance Director *LAH*
RE: Budget Amendment
DATE: October 5, 2021

The following adjustments need to be made to the budget:

GENERAL FUND (101)

- 1) Law: Increase legal services by \$50,000 due to extended union negotiations and other outside legal usage. Increase wages/benefits by \$5,000 for new personnel in the department.

ZONE INCOME TAXES FUND (785)

- 1) Increase appropriations and revenue from \$8,000,000 to \$8,800,000

With your approval I would like to place this on the October 18 Council agenda.

Please let me know if you have any questions. Thank You.

INTRODUCED BY:

ORDINANCE NO. 2021-128

AN ORDINANCE AMENDING APPROPRIATIONS FOR CURRENT EXPENDITURES AND OTHER EXPENSES OF THE CITY OF BEACHWOOD, STATE OF OHIO, FOR THE FISCAL YEAR 2021, JANUARY 1, 2021 TO DECEMBER 31, 2021, INCLUSIVE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council approved Ordinance No. 2020-146 on December 21, 2020, authorizing appropriations for current expenditures and other expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2021, January 1, 2021 to December 31, 2021, inclusive; and

WHEREAS, on January 20, 2021, City Council approved Ordinance No. 2021-4, amending Ordinance No. 2020-146; and

WHEREAS, on March 15, 2021, City Council approved Ordinance No. 2021-36, amending Ordinance No. 2021-4; and

WHEREAS, on June 7, 2021, City Council approved Ordinance No. 2021-71, amending Ordinance No. 2021-36; and

WHEREAS, on August 16, 2021, City Council approved Ordinance No. 2021-71, amending Ordinance No. 2021-95.

WHEREAS, at this time it is once again necessary to amend certain appropriations to provide for current expenditures and other expenses of the City of Beachwood for the fiscal year ending December 31, 2021.

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

Section 1: Based upon the recommendation of the Finance Director, the City's appropriations, as authorized in Ordinance 2021-4, 2021-36, 2021-71, and 2021-95 are hereby amended to reflect the increases and/or decreases set out in the attached appropriations, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the preservation of public peace, health or safety or the efficient operation of the City, and for the further reason because this is an appropriation of money for current expenses and other expenditures of the City of Beachwood for the fiscal year ending December 31, 2021; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 18th day of October, 2021, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of October, 2021.

Clerk

Approval: I have approved this legislation this 19th day of October, 2021 and filed it with the Clerk

Mayor

City of Beachwood
2021 Appropriations

General Fund	Department	Wages & Benefits	Other	Total
	101 Council	\$ 127,900	\$ 57,000	\$ 184,900
	121 Mayor	\$ 518,500	\$ 192,100	\$ 710,600
	123 Human Resources	\$ 243,100	\$ 12,300	\$ 260,400
	131 Finance Department	\$ 1,434,200	\$ 6,197,000	\$ 7,641,200
	141 Law Department	\$ 520,700	\$ 320,200	\$ 840,900
	221 Police	\$ 11,382,700	\$ 1,269,600	\$ 12,652,300
	231 Fire	\$ 8,338,500	\$ 894,600	\$ 9,233,100
	341 Service Administration	\$ 7,048,000	\$ 4,298,000	\$ 11,346,000
	511 Community Services	\$ 1,380,500	\$ 482,100	\$ 1,862,600
	512 Camps	\$ 374,900	\$ 185,700	\$ 560,600
	519 Recreation Other Programs	\$ 101,500	\$ 154,700	\$ 256,200
	531 Pools and Parks	\$ 288,700	\$ 402,800	\$ 691,500
	611 Building and Economic Development	\$ 1,415,700	\$ 594,500	\$ 2,010,200
	Total General Fund			\$ 48,250,500
Special Revenue Fund	Fund #			
	211 Street Construction Maint. & Repair	\$ -	\$ 1,600,000	\$ 1,600,000
	212 State Highway	\$ -	\$ 300,000	\$ 300,000
	231 Mayor's Court Improvement	\$ -	\$ 50,000	\$ 50,000
	241 Federal Equitable Sharing	\$ -	\$ 100,000	\$ 100,000
	243 Drug Law Enforcement	\$ -	\$ 80,000	\$ 80,000
	251 Barkwood	\$ -	\$ 1,000	\$ 1,000
	261 Blossom Lane Street Lights	\$ -	\$ 1,800	\$ 1,800
	271 Local Coronavirus Relief Fund	\$ -	\$ 93,500	\$ 93,500
	262 George Zieger Drive Street Lights	\$ -	\$ 24,000	\$ 24,000
	281 ARPA Fund	\$ -	\$ 607,032	\$ 607,032
	282 NOPEC Grant Fund	\$ -	\$ 38,000	\$ 38,000
	283 ESID Fund	\$ -	\$ 230,000	\$ 230,000
	291 Eaton TIF Fund	\$ -	\$ 4,301,000	\$ 4,301,000
	292 Omnova TIF Fund	\$ -	\$ 273,000	\$ 273,000
	Total Special Revenue Fund			\$ 7,699,332
Debt Service Fund	Fund #			
	331 General Bond Retirement		\$ 3,600,000	\$ 3,600,000
	Total Debt Service Fund			\$ 3,600,000
Capital Improvement Fund	Fund #			
	441 Capital Improvement		\$ 10,800,000	\$ 10,800,000
	Total Capital Improvement			\$ 10,800,000
Internal Service Fund	Fund #			
	501 Workers' Compensation Self Insurance		\$ 250,000	\$ 250,000
	Total Internal Service Fund			\$ 250,000
Trust and Agency Funds	Fund #			
	782 Commercial Permit Tax		\$ 46,200	\$ 46,200
	783 Deposit Fund		\$ 175,000	\$ 175,000
	784 Police Pension Fund		\$ 265,000	\$ 265,000
	785 Zone Income Taxes		\$ 8,800,000	\$ 8,800,000
	786 Unclaimed Monies		\$ 19,000	\$ 19,000
	Total Trust and Agency Funds			\$ 9,305,200
	TOTAL 2021 APPROPRIATIONS			\$ 79,905,032

2021 Budget approved Ord 2020-146 Amended 1/5/2020 Ord 2021-4 Decreasing appropriations in the Federal Equitable Sharing Fund (241) by \$25,000 and Police Pension Fund by \$5,000 to reflect lower than anticipated year end balances which then limits appropriations.

3/3/2021 amending appropriations General Fund Law increase \$70,000 Finance \$300,000 Building shift \$72,000 from wages to other professional services, increase Police Budget \$35,000. Commercial Permit Tax increase budget by \$35,000 LAH

5/7/2021 Amending appropriations for OMNOVA TIF FUND increase by \$3000 and Eaton TIF Fund increase by \$1,000. General Fund: Law increase other by \$40,000 Human Resources increase wages \$5,000 Finance increase wages \$10,000 and increase other \$120,000.

8/5/2021 Amending appropriations for Fire OT \$50,000 Law for Legal fees \$25,000 and Establish new ARPA Fund 281 and appropriate \$607,032.09

9/28/2021 Amending appropriations for Fund 785 Zone Income taxes by \$800,000 Law: Increase legal fees by \$25,000 wages by \$5,000

CITY OF BEACHWOOD
2021

FUND	ESTIMATED UNENCUMBERED JAN. 1, 2021 BALANCE	GEN. PROP. TAX	LOCAL GOV'T	AMENDED OTHER SOURCES	TOTAL	2021 APPROPRIATION	VARIANCE	2021 Estimated revenue
General Fund	\$28,700,220	\$ 3,074,703	\$ 98,668.69	\$ 37,857,339	\$ 69,730,931	\$ 48,250,500	\$ 21,480,431	\$ 41,053,347
General Bond Retirement	\$239,682			\$ 3,400,000	\$ 3,639,682	\$ 3,600,000	\$ 39,682	\$ 3,400,000
Police Pension	\$19,786	\$ 249,300		\$ -	\$ 269,086	\$ 265,000	\$ 4,086	\$ 249,300
St. Const. Maint. & Repair	\$1,725,735			\$ 675,000	\$ 2,400,735	\$ 1,600,000	\$ 800,735	\$ 675,000
State Highway	\$429,713			\$ 65,000	\$ 494,713	\$ 300,000	\$ 194,713	\$ 65,000
Mayor's Ct. Improvement	\$57,759			\$ 4,000	\$ 61,759	\$ 50,000	\$ 11,759	\$ 4,000
Federal Equitable Sharing	\$97,981			\$ 5,000	\$ 102,981	\$ 100,000	\$ 2,981	\$ 5,000
Law Enforcement Trust (Drug Law Enforcement)	\$88,328			\$ 5,000	\$ 93,328	\$ 80,000	\$ 13,328	\$ 5,000
Barkwood	\$300			\$ 950	\$ 1,250	\$ 1,000	\$ 250	\$ 950
Blossom Street Lights	\$1,004			\$ 1,675	\$ 2,679	\$ 1,800	\$ 879	\$ 1,675
Local Coronavirus Relief Find	\$0			\$ 93,500	\$ 93,500	\$ 93,500	\$ -	\$ 93,500
Zeiger Drive Street Lights	\$91,431			\$ 11,500	\$ 102,931	\$ 24,000	\$ 78,931	\$ 11,500
ARPA Fund	\$0			\$ 607,032	\$ 607,032	\$ 607,032	\$ -	\$ 607,032
NOPEC Grant Fund	\$0			\$ 38,000	\$ 38,000	\$ 38,000	\$ -	\$ 38,000
ESID Fund	\$0			\$ 230,000	\$ 230,000	\$ 230,000	\$ -	\$ 230,000
Eaton TIF Fund	\$5,988,305			\$ 4,300,000	\$ 10,288,305	\$ 4,301,000	\$ 5,987,305	\$ 4,300,000
OMNOVA TIF Fund	\$0			\$ 273,000	\$ 273,000	\$ 273,000	\$ 0	\$ 273,000
Commercial Permit Fund	\$13,034			\$ 35,000	\$ 48,034	\$ 46,200	\$ 1,834	\$ 35,000
Deposits Fund	\$92,030			\$ 95,000	\$ 187,030	\$ 175,000	\$ 12,030	\$ 95,000
Zone Income Taxes	\$0			\$ 8,800,000	\$ 8,800,000	\$ 8,800,000	\$ -	\$ 8,800,000
Unclaimed Monies	\$25,114			\$ 6,000	\$ 31,114	\$ 19,000	\$ 12,114	\$ 6,000
Workers Compensation Self Insurance	\$1,500,000				\$ 1,500,000	\$ 250,000	\$ 1,250,000	\$ -
Capital Improvement Fund	\$10,172,041			\$ 1,000,000	\$ 11,172,041	\$ 10,800,000	\$ 372,041	\$ 1,000,000
Total - All Funds	\$49,242,465	\$ 3,324,003	\$ 98,669	\$ 57,502,997	\$ 110,168,133	\$ 79,905,032	\$ 30,263,101	\$ 60,925,668

Updated 10 05 21 by LAH

**CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION**

TO: Mayor Martin S. Horwitz, Finance Chair Eric Synenberg
FROM: Larry Heiser, Finance Director *LAH*
DATE: September 30, 2021
SUBJECT: Performance Bonds

In the past the City of Beachwood has been required to carry individual surety bond for the Mayor, myself and Robert Forester (Tax Administrator). These bonds come at an additional cost each year, by moving to PEP, through a resolution, this Charter requirement is covered by the Faithful Performance Coverage. The savings is not substantial in nature, around \$1,000 per year in total.

I am recommending passing the Resolution and thereby condensing these bonds into our newly approved coverage.

I have attached the documentation needed with this memo.

Please let me know if you have any questions.

APPROVED
SIGNATURE *Martin S. Horwitz*
DATE 10/1/21

A RESOLUTION AUTHORIZING THE USE OF PEP'S COVERAGE DOCUMENT FOR ALL REQUIRED BONDED PUBLIC OFFICIALS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City of Beachwood, Ohio, in Cuyahoga County is a member of the Public Entities Pool (PEP), a political subdivision risk pool established pursuant to Ohio Revised Code hereinafter "ORC", 2744.081; and

WHEREAS, House Bill 291 was signed into law on December 20, 2018 and became effective March 20, 2019; authorizes the use of an, "employee dishonesty and faithful performance of duty policy," instead of individual surety bonds, for trustees, employees, and appointees who are otherwise required by law to acquire a bond before entering upon the discharge of duties; and

WHEREAS, in accordance with ORC 3.061, the "political subdivisions", (meaning counties, townships, "municipal corporations," including villages and cities) must adopt a policy by resolution to allow the use of an "employee dishonesty and faithful performance of duty" coverage document, rather than a surety bond, to cover loss by fraudulent or dishonest actions of employees and failure of employees to faithfully perform duties; the following shall apply to the policy:

An officer, employee, or appointee shall be considered qualified to hold the office or employment, without acquiring a bond, on the date the oath of office is taken, certified, and filed as required by law.

An officer, employee, or appointee shall have the employee dishonesty and faithful performance of duty policy in effect before the individual's term of office or employment and the officer, employee or appointee shall not commence the discharge of duties until coverage is documented.

All officers, employees, or appointees who would otherwise be required to file a bond before commencing the discharge of duties shall be covered by and are subject to the employee dishonesty and faithful performance of duty policy instead of a surety bond requirement.

The coverage amount for an officer, employee, or appointee under an employee dishonesty and faithful performance of duty policy shall be equal to or greater than the maximum amount of the bond otherwise required by law.

Elected officials, prior to taking the oath of office and holding office, shall obtain approval of the intent to use the PEP coverage agreement and affirm that the public entities coverage complies with ORC 3.061. Said approval shall be obtained by the City of Beachwood, Ohio in Cuyahoga County; and

WHEREAS, City of Beachwood, Ohio in Cuyahoga County's "employee dishonesty and faithful performance of duty policy" through the PEP coverage document complies with ORC 3.061.

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

Section 1: Based upon the recommendation of the Finance Director, the Mayor hereby authorizes the Public Entity to purchase and use "employee dishonesty and faithful performance of duty policy" through PEP instead of individual surety bonds for officers, employees, and appointees who are otherwise required by law to acquire a bond before entering upon the discharge of duties.

RESOLUTION NO. 2021-6

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the preservation of public peace, health or safety or the efficient operation of the City, and for the further reason to authorize the purchase of Faithful Performance Coverage as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 18th day of October, 2021, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of October, 2021.

Clerk

Approval: I have approved this legislation this 19th day of October, 2021 and filed it with the Clerk

Mayor



Service Center

10100 Innovation Drive, Ste 220 Dayton, OH 45432

(P) 855.874.1295 Ext. 1324

(F) 866.972.6309

September 9, 2019

TO: PEP Member
FROM: Melinda McNabb
RE: Bonds/Faithful Performance Coverage

As your current public official bonds expire, we are excited to be able to offer a new coverage option, provided under the PEP Governmental Property Agreement. This coverage would be in place of a traditional surety bond for those “public officials” (i.e. including trustees, officers, employees and/or appointees) that are *required to be bonded under Ohio Law or local ordinance*.

If you choose this option, you must elect, by resolution, to use PEP’s coverage document for all the required bonded public officials as an “employee dishonesty and faithful performance of duty policy,” in lieu of surety bonds. (The sample resolution enclosed must be passed by you before coverage will be in effect.)

Faithful Performance coverage includes:

- Competitive pricing with broader coverage afforded
- Charge of contribution on a pro-rated basis until renewal date
- Simple application (no personal data requested)
- Included as part of your annual PEP coverage document
- No tracking of individual bonds

Please complete and return the enclosed application as soon as possible so coverage can be in place prior to the expiration of your bond(s). Application can be submitted:

- By mail in the envelope provided to 10100 Innovation Drive, Ste 220 Dayton, OH 45432
- By fax to 1-866-972-6309
- By email to melinda.mcnabb@usi.com

If you have any questions, please contact me at 1-855-874-1295, ext. 1324.

MEMBER INFORMATION:

Entity Name: City of Beachwood
 Mailing Address: 25325 Fairmount Blvd City: Beachwood
 County: Cuyahoga State: Ohio Zip: 44122
 Phone Number: 216-292-1903 Email Address: Larry.Heiser@Beachwoodohio.com

HAS A FORMAL RESOLUTION BEEN PASSED AUTHORIZING THE USE OF AN EMPLOYEE DISHONESTY AND FAITHFUL PERFORMANCE OF DUTY POLICY AS REQUIRED BY ORC 3.061?
 PLEASE ATTACH A COPY OF PASSED REOLUTION:

☐ Yes Date it was passed: _____
☐ No Date scheduled to be passed: _____

TOTAL ANNUAL
OPERATING
EXPENDITURES:

\$60,000,000

DATE OF LAST
AUDIT:

12/31/2020

DID THE AUDITOR MAKE ANY INTERNAL
CONTROL RECOMMENDATIONS DURING
THE LAST AUDIT:

☐ Yes ☒ No

WERE THERE ANY:

Finding for Recovery? ☐ Yes ☒ No Material Weakness? ☐ Yes ☒ No
 Material Non-Compliance? ☐ Yes ☒ No Reportable Conditions? ☐ Yes ☒ No

ANY PRIOR BOND OR FAITHFUL PERFORMANCE OF DUTY LOSSES IN THE PAST 5 YEARS?
 IF SO, PLEASE EXPLAIN:

☐ Yes ☒ No

APPOINTED OR ELECTED OFFICIALS REQUIRED TO BE BONDED
(INCLUDE ADDITIONAL PAGES IF NECESSARY):

Name:	Title:	Amount:	Effective Date:	Current Bond Company & Price:
Martin S Horwitz	Mayor	10,000	1/24/2021	Selective
Larry A Heiser	Finance Director	100,000	1/3/2021	Selective
Robert Forester	Tax Administrator	100,000	1/6/2021	Westfield

The undersigned applicant hereby certifies that the
answers given are the truth without reservation:

Larry A. Heiser

Authorized Representative (type or printed):

Larry A Heiser

Finance Director

Signature:

Title:

10/04/2021

Date:

WHEREAS, City of Beachwood, in Cuyahoga is a member of the Public Entities
(Entity) (County)
Pool (PEP), a political subdivision risk pool established pursuant to Ohio Revised Code hereinafter "ORC,"
2744.081;

WHEREAS, House Bill 291 was signed into law on December 20, 2018 and became effective March 20, 2019;
authorizes the use of an, "employee dishonesty and faithful performance of duty policy," instead of individual
surety bonds, for trustees, employees, and appointees who are otherwise required by law to acquire a bond
before entering upon the discharge of duties; and

WHEREAS, in accordance with ORC 3.061, the "political subdivisions", (meaning counties, townships,
"municipal corporations," including villages and cities) must adopt a policy by resolution to allow the use of an
"employee dishonesty and faithful performance of duty" coverage document, rather than a surety bond, to
cover loss by fraudulent or dishonest actions of employees and failure of employees to faithfully perform
duties; the following shall apply to the policy:

1. An officer, employee, or appointee shall be considered qualified to hold the office or employment,
without acquiring a bond, on the date the oath of office is taken, certified, and filed as required by law.
2. An officer, employee, or appointee shall have the employee dishonesty and faithful performance of duty
policy in effect before the individual's term of office or employment and the officer, employee or
appointee shall not commence the discharge of duties until coverage is documented.
3. All officers, employees, or appointees who would otherwise be required to file a bond before
commencing the discharge of duties shall be covered by and are subject to the employee dishonesty and
faithful performance of duty policy instead of a surety bond requirement.
4. The coverage amount for an officer, employee, or appointee under an employee dishonesty and faithful
performance of duty policy shall be equal to or greater than the maximum amount of the bond
otherwise required by law.
5. Elected officials, prior to taking the oath of office and holding office, shall obtain approval of the intent
to use the PEP coverage agreement and affirm that the public entities coverage complies with ORC
3.061. Said approval shall be obtained by the City of Beachwood, in
Cuyahoga.

(Entity)

(County)

WHEREAS, City of Beachwood, in Cuyahoga's, "employee dishonesty and faithful
(Entity) (County)
performance of duty policy" through the PEP coverage document complies with ORC 3.061: and

NOW, THEREFORE, BE IT RESOLVED, that on this date _____, the City of Beachwood, in
(Entity)

Cuyahoga hereby authorizes the public entity to purchase and use "employee dishonesty
(County)

and faithful performance of duty policy" through PEP instead of individual surety bonds for officers, employees,
and appointees who are otherwise required by law to acquire a bond before entering upon the discharge of
duties.

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Martin Horwitz, Finance Chair Eric Synenberg
FROM: Larry A. Heiser, Finance Director *LAH*
RE: Approval to continue with Enterprise Fleet Management
DATE: September 27, 2021

The City of Beachwood ended up purchasing 16 vehicles through the Enterprise Fleet Management in 2021. 15 Fords and 1 Dodge.

Dan Cicchella, Supervisor of Vehicle maintenance in discussions with various departments and Fleet Enterprise has identified 15 vehicles for 2022. Total should not exceed \$575,000 for total cost of purchase. There is a \$300/year charge per vehicle which does provide excellent data on the Enterprise Dashboard.

Although this will be part of the 2022 Budget we needed to get approval now so that all the appropriate vehicles can be ordered to ensure delivery next year.

As part of the process this year Enterprise has reached out to Dan Cicchella and myself regarding selling a few of the newly purchased 2021 models and replacing them with 2022 models and the City actually making money even after switching out the plows. I am leaving that decision up to Service as the operational aspects may not be worth any delays in delivery. If this were to occur we would roll the profit into the new vehicle to lower those costs and we would come back to Council to amend the budget for any vehicles above the number listed.

The current breakdown for 2022: Building Department: 2 Ford Escape Hybrids Fire: 1 Chevy Traverse and 1 Ford Escape Hybrid Public Works: 1 Ford Escape Hybrid, 5 F250s and 1 Ford F450 Police: 1 Jeep Cherokee Recreation: 1 Ford Escape Hybrid and 1 Ford Explorer

I have support of both Chris Arrietta, Public Works Director and Dan Cicchella to continue to utilize Enterprise Fleet Management.

With your approval I would like to place this approval on the October 18th Council agenda.

Please let me know if you have any questions.

Thank You.

INTRODUCED BY:

ORDINANCE NO. 2021-129

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

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

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

WHEREAS, the purchase of Vehicles will be in an amount not to exceed Five Hundred Seventy-Five Thousand Dollars and No Cents (\$575,000.00). Competitive bidding requirements have been completed for these items under the Sourcwell cooperative purchasing program Contract 060618-EFM.

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

Section 1: The Mayor is hereby authorized and directed to renew a Contract with Enterprise for the purchase of Vehicles for the City of Beachwood, Ohio under the Sourcwell cooperative purchasing program Contract 060618-EFM in an amount not to exceed Five Hundred Seventy-Five Thousand Dollars and No Cents (\$575,000.00), further waiving competitive bidding.

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that it is necessary to purchase the Vehicles at the earliest time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 18th day of October, 2021, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of October, 2021.

Clerk

Approval: I have approved this legislation this 19th day of October, 2021 and filed it with the Clerk.

Mayor

FLEET MANAGEMENT

Vehicle	Cust Num	Cust Name	Customer Vehicle ID	Driver	VIN	Year	Make	Model	Series	Projected Total Miles Driven	Delivery Date	Stop Billing Date
23QBZJ	589015	City of Beachwood		POOL	NM0LS7E21M1502572	2021	Ford	Transit Connect	XL Cargo Van LWB	1848	2021-06-29	-
23QBZ4	589015	City of Beachwood		POOL	1C4RDJAG7MC627697	2021	Dodge	Durango	SXT 4dr All-Wheel Drive	1869	2021-03-12	-
23QBVN	589015	City of Beachwood		POOL	1FTEW1EB3MKD41827	2021	Ford	F-150	XL 4x4 SuperCrew Cab Styleside 5.5 ft. box 145 in. WB	1869	2021-03-17	-
23QBX6	589015	City of Beachwood		POOL	1FTFW1E53MKD41826	2021	Ford	F-150	XL 4x4 SuperCrew Cab Styleside 6.5 ft. box 157 in. WB	1869	2021-03-29	-
23QC5C	589015	City of Beachwood		POOL	1FTW2B69ME004432	2021	Ford	F-250	XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW	1869	2021-03-26	-
23QBW6	589015	City of Beachwood		POOL	1FTBF2B62ME004430	2021	Ford	F-250	XL 4x4 SD Regular Cab 8 ft. box 142 in. WB SRW	1869	2021-03-26	-
23QNC3	589015	City of Beachwood		POOL	1FDUF4HN3MDA04464	2021	Ford	F-450 Chassis	XL 4x4 SD Regular Cab 145 in. WB DRW	1869	2021-06-14	-
23QBVC	589015	City of Beachwood		POOL	1FTW2B67ME004431	2021	Ford	F-250	XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW	1869	2021-03-25	-
23QSX	589015	City of Beachwood		POOL	1FMCU9BZ7MUA37778	2021	Ford	Escape	SE Hybrid 4dr All-Wheel Drive	1869	2021-03-31	-
23QC5K	589015	City of Beachwood		POOL	1FTW2B60ME004433	2021	Ford	F-250	XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW	1869	2021-03-26	-
23QSQF	589015	City of Beachwood		POOL	1FMCU9BZ9MUA37690	2021	Ford	Escape	SE Hybrid 4dr All-Wheel Drive	1869	2021-03-31	-
23QSQJ	589015	City of Beachwood		POOL	1FMCU9BZ7MUA37767	2021	Ford	Escape	SE Hybrid 4dr All-Wheel Drive	1869	2021-03-31	-
23QSQN	589015	City of Beachwood		POOL	1FMCU9BZ9MUA37740	2021	Ford	Escape	SE Hybrid 4dr All-Wheel Drive	1869	2021-03-31	-
23QSQQ	589015	City of Beachwood		POOL	1FMCU9BZ5MUA37637	2021	Ford	Escape	SE Hybrid 4dr All-Wheel Drive	1869	2021-03-31	-
23QSQS	589015	City of Beachwood		POOL	1FMCU9BZ1MUA37621	2021	Ford	Escape	SE Hybrid 4dr All-Wheel Drive	1869	2021-03-31	-
23QSQT	589015	City of Beachwood		POOL	1FMCU9BZ9MUA37625	2021	Ford	Escape	SE Hybrid 4dr All-Wheel Drive	1869	2021-03-31	-

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: Enterprise Fleet Management

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.17.2.1	5. Installation, operation and maintenance of dedicated charging and fueling stations;	Delete this number 5 in its entirety	August 9, 2018 Sourcewell* accepts
3.23.2	Vendor use of sub-contractors in sourcing or delivering equipment/product/services:	NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Suggested Solutions Options include:	August 9, 2018 Sourcewell* accepts
3.24	Geographic Area to be Proposed:	Refer to Enterprise Response #20.	August 9, 2018 Sourcewell* accepts
3.30.1	Deviations from industry standards	Delete this section in its entirety – all industry standard deviations is too broad and cannot be defined	August 9, 2018 Sourcewell* accepts
3.34	Warranty:	Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.	August 9, 2018 Sourcewell* accepts
3.35	Additional Warrants:	Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only	August 9, 2018 Sourcewell* accepts

		remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.	
5.31	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.	August 9, 2018 Sourcewell* accepts
5.32	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.	August 9, 2018 Sourcewell* accepts
5.35	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, aftermarket pricing, product pricing, market conditions, interest indexes and availability.	August 9, 2018 Sourcewell* accepts
5.44	SALES TAX	Delete the following two sentences: "Sales and other taxes should not be included in the prices quoted." "Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP."	August 9, 2018 Sourcewell* accepts
5.53	Shipping	Delete this section in its entirety	August 9, 2018 Sourcewell* accepts
6.19.6.2	Printed Marketing Materials	Some EFM confidential materials may only be submitted after awarded to EFM.	August 9, 2018 Sourcewell* accepts
6.19.6.3	Contract announcements and advertisements.	Some EFM materials may only be submitted after awarded to EFM.	August 9, 2018 Sourcewell* accepts
6.26	Subcontractors:	Delete this section in its entirety – not applicable	August 9, 2018 Sourcewell* accepts
7.A 7.1 – 7.6	POST-AWARD OPERATING ISSUES A. SUBSEQUENT AGREEMENTS	This section is deleted in its entirety. A Master Lease Agreement will be executed between Enterprise FM Trust and NJPA Members.	August 9, 2018 Sourcewell* accepts

7.E 7.10 - 7.11	HUB PARTNER	Utilizing a HUB partner is at the discretion of Enterprise.	August 9, 2018 Sourcewell* accepts
7.F 7.12	TRADE-INS	Delete Trade-Ins section in its entirety and replace with the below language: CONSIGNMENT. Enterprise will sell Lessee's vehicles consigned to Enterprise by a Lessee as requested and with an executed Enterprise Consignment Agreement (attached to this RFP with Enterprise Lease Agreements). Additional forms may be required for California, Arizona and Canada.	August 9, 2018 Sourcewell* accepts
7.H 7.14 - 7.18	CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE	Delete this section in its entirety and replace with the following language - Either party may terminate this Agreement for any reason (convenience) by delivering not less than ninety (90) calendar days prior written notice thereof to the other party. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.	August 9, 2018 Sourcewell* accepts
7.C 7.8	REPORTING OF SALES ACTIVITY	Refer to Sample Reporting-Sourcewell spreadsheet provided by Enterprise on August 6, 2018.	August 9, 2018 Sourcewell* accepts
8.C 8.12	ASSIGNMENT OF CONTRACT	Delete this section 8.12 in its entirety	August 9, 2018 Sourcewell* accepts
8.H 8.18	FORCE MAJEURE	Delete this section 8.18 in its entirety and replace with the following language - Neither Sourcewell nor Enterprise Fleet Management will be held responsible for delay or default caused by fire, riot, acts of God and/or war that are beyond that party's reasonable control. Sourcewell or Enterprise Fleet Management defaulting under this provision must provide the other party prompt written notice of the default.	August 9, 2018 Sourcewell* accepts
8.J 8.23	MATERIAL SUPPLIERS AND SUB-CONTRACTORS	Delete this section 8.23 in its entirety	August 9, 2018 Sourcewell* accepts

8.Q 8.32 – 8.33	Acquisition Threshold and Termination for Cause and for Convenience	Delete these sections 8.32 – 8.33 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts
8.Q 8.35 – 8.38	Construction Contracts; Employment of Mechanics or Laborers; Clean Air Act and the Federal Water Pollution Control Act	Delete these sections 8.35 – 8.38 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts
8.Q 8.42 – 8.43	Energy Policy and Conservation Act Compliance and Buy American Provisions Compliance	Delete these sections 8.42 - 8.43 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts

Proposer's Signature: _____

Date: 8-7-2018

NJPA's clarification on exceptions listed above:

*On June 6, 2018, National Joint Powers Alliance changed its name to Sourcewell.



Formal Offering of Proposal
(To be completed only by the Proposer)



FLEET MANAGEMENT SERVICES

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Enterprise Fleet Management Date: 6-5-2018

Company Address: 600 Corporate Park Drive

City: St. Louis

State: Missouri

Zip: 63105

CAGE Code/DUNS: 6Q1F8

Contact Person: Dain Giesie

Title: AVP of Fleet Management

Authorized Signature:  Dain Giesie
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract # 060618-EFM

Proposer's full legal name: Enterprise Fleet Management, Inc. *8-27-18*

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 24, 2018 and will expire on July 24, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

78144D620E884E3

SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwarz

(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coavette

3F75ED28A547416

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coavette

(NAME PRINTED OR TYPED)

Awarded on 07/23/2018

Sourcewell Contract # 060618-EFM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Enterprise Fleet Management, Inc. *8-27-18*

Authorized Signatory's Title Assistant Vice President

[Signature]
VENDOR AUTHORIZED SIGNATURE

Alvin Griesie
(NAME PRINTED OR TYPED)

Executed on Aug 14th, 2018

Sourcewell Contract # 060618-EFM

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Enterprise Fleet Management, Inc.

Address: 600 Corporate Park Drive

City/State/Zip: St. Louis, Missouri, 63105

Telephone Number: 877-233-5338

E-mail Address: Dain.E.Giesie@efleets.com

Authorized Signature: _____

Authorized Name (printed): Dain Giesie

Title: AVP of Fleet Management

Date: 6-5-2018

Notarized

Subscribed and sworn to before me this 5th day of June, 2018

Notary Public in and for the County of St. Louis State of Missouri

My commission expires: 4-30-2022

Signature: _____



DENISE A. GODAR
My Commission Expires
April 30, 2022
St. Louis County
Commission #14436199



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Enterprise Fleet Management

Questionnaire completed by: Dain Giesie, AVP of Fleet Management

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are Net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. Enterprise Fleet Management offers a variety of customizable leasing and financing options. We will work with each NJPA member to find the most cost-effective option for each vehicle application and situation.

Open-Ended Lease

Many educational and governmental agencies have difficulties funding a healthy vehicle life cycle. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:

- Improved cash flow
- No mileage restrictions or wear-and-tear charges
- Flexible financing options
- Customized terms for use and type of vehicle
- Retention of ownership rights

In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows our customers to pay the minimum amount for the use of the vehicle on a monthly basis, improving cash flow.

The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application.

Closed-End Lease

- Fixed monthly costs convenient to budget
- No resale responsibilities
- Predetermined lease term and mileage (can still be customized to each vehicle contract)
- Over-mileage and abnormal wear and tear charges may apply
- Generally used for one- to three-year terms
- Vehicles are turned in at end of lease term

Form P — PROPOSER QUESTIONNAIRE cont.

- **Prepaid Lease:** allows the lessee to take advantage of discounted interest rates by paying all rent up front.
- **Lease to own Finance:** allows the customer to take ownership of the vehicle at the end of the financed/lease term.

Lease Terms

Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.

We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, the Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

enterprise

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Warranty repairs are honored by dealerships on behalf of the vehicle manufacturers. When warranty opportunities arise, Enterprise's National Service Department (NSD) weighs in and consults with the customer on the savings and benefits of getting work covered under warranty versus lost downtime to transport the vehicle to another service location if it is not currently at a dealer.

Enterprise maintains a strong working relationship with our manufacturer partners, and at times we will request goodwill assistance based on the nature of the repair, prior maintenance history, and current vehicle age and mileage. Our technicians proactively monitor repair estimates for possible warranty opportunities as well. There is no additional charge for this service.

- **Do your warranties cover all products, parts, and labor?**

Warranties vary by manufacturer, vehicle type, make and model, etc.

- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**

Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.

- **Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**

Most standard vehicle warranties do not cover these expenses.

- **Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?**

This will depend on the manufacturer's dealer network.

When needed, Enterprise's NSD will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.

- **Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?**

All warranty coverages are provided by the applicable manufacturer.

Form P — PROPOSER QUESTIONNAIRE cont.

▪ What are your proposed exchange and return programs and policies?

In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc.

The local account manager will perform a lifecycle cost analysis to make sure vehicles are being cycled and replaced at the proper time. We will also conduct a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs.

When determining lifecycle costs, we consider all core operating costs, including maintenance, fuel, and depreciation, and look for opportunities to improve. Often, a thorough investigation into later-life maintenance costs and diminishing resale values can offer insight on a more effective lifecycle.

Our local, full-time Fleet Strategy Manager also keeps us abreast of resale market conditions and auction peaks and valleys. We want to ensure that our clients' vehicles are coming off lease just as demand is high in the used car markets. We are always looking to take advantage of peaks to help reduce our clients' total cost of ownership.

6) Describe any service contract options for the items included in your proposal.

Enterprise offers several maintenance programs designed to fit the needs of the member.

Please see Page 12 for details on our maintenance program options.

Form P — PROPOSER QUESTIONNAIRE cont.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Enterprise Fleet Management leverages our relationships with manufacturers, dealers, maintenance/repair shops, and our company's own built-in infrastructure to provide the best solution for our customers. We work with nearly every manufacturer to source vehicles that are cost-effective, comfortable, and meet the needs of our customers in various industries across the nation. We also have relationships both locally and nationwide for any needed aftermarket equipment or up-fitting services.

Our experience with managing vehicles and our success in the educational / government sectors has allowed Enterprise to lead the industry in this space. When combined with our affiliate Enterprise Holdings, our companies manage a fleet of 1.9 million vehicles, and we use this knowledge and experience to help our fleet customers build best-in-class fleet programs.

Enterprise Fleet Management can provide a wide range of vehicles from nearly any manufacturer, up to and including medium-duty vehicle classes. At this time we do not lease heavy-duty vehicles.

Enterprise Approach

Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 60 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with each NJPA member agency to proactively create, implement and manage a cost-effective total transportation solution.

Work Plan

Enterprise will develop a strategic replacement schedule based on each member's current fleet data. After analyzing the fleet (year, make, model, maintenance spend, fuel spend and odometer reading of the vehicles) we will develop a replacement strategy designed to drive down total costs. We take a number of factors into consideration when making our replacement recommendations, such as age of the vehicle, current odometer reading, average maintenance spend, current fuel economy, estimated resale value, etc.

We look at the total cost to hold each depreciating asset in fleet and make recommendations based on the most cost-effective time to replace a vehicle. The Fleet Replacement Schedule is then used to benchmark and forecast future costs of vehicle replacement.

Enterprise will execute the agreed-upon plan by providing a local, dedicated account management team to ensure the success and efficiency of the program, including consultation and creation, implementation and ongoing management. This role is pivotal to the core value proposition that Enterprise Fleet Management provides because it gives our customers a local point of contact for all fleet-related needs.

Enterprise Fleet Management will provide a lowest cost of ownership program by managing a fleet replacement schedule, providing ancillary services that control operating expenses, and monitoring and reviewing the efficiency of the program and relationship. Our goal is to provide a consistently high level of customer satisfaction and to exceed expectations.

Remarketing

Remarketing is one of the single most important components of our program. Subsequently, we pride ourselves on having our fingers on the pulse of the used car market at all times. The used car market is a constantly moving target, and the local Fleet Strategy Manager and Account Manager work closely to pinpoint trends that can impact our clients' resale values.

Examples include over-mileage, market strengthening/softening of a certain vehicle type, seasonal trends, dealer preferences, etc. Regarding the sale of our clients' vehicles, we prefer to sell directly to dealers. While there are times when a car may perform better at an auction, more often than not we find that we can sell that vehicle directly to the dealer for the same money, which allows us to avoid several hundred dollars in fees from the auction and we pass those savings along to our clients.

Form P — PROPOSER QUESTIONNAIRE cont.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) Complete the attachment shown below in Excel format and submit as part of your pricing response. The workbook is included as part of the forms package and is titled "Pricing Grid."

We provide our customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting.

Please see the completed pricing grids for the U.S. and Canada on the following pages.

Pricing Grid

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used			
Basis Points (add or)			
Factory Order Vehicles	Domestic		
Factory Order Vehicles	Foreign		
Dealer Stock Vehicles	Domestic		
Dealer Stock Vehicles	Foreign		
% Incentives Passed to Customer			
Federal Tax Incentives			
State Tax Incentives			
Manufacture Incentives			
Maintenance			
Fixed Maintenance			
Occurance Maintenance			
Fees			
Management Fee			
Service Charge			
Lease Termination Fee			
Interim Interest	Yes / No		How is it calculated?
Resale Fee			
Provide fees not listed + rate			

Form P — PROPOSER QUESTIONNAIRE cont.

Pricing Grid - U.S.

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(adder)		+ 350 Basis Points	
Factory Order Vehicles	Domestic		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesy delivery fee (variable \$150-\$450 depending on location)
Factory Order Vehicles	Foreign		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesy delivery fee (variable \$150-\$450 depending on location)
Dealer Stock Vehicles	Domestic		Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability
Dealer Stock Vehicles	Foreign		Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability
% Incentives Passed to Customer			
Federal Tax Incentives		100%	of end user eligible incentives are passed to the member
State Tax Incentives		100%	of end user eligible incentives are passed to the member
Manufacture Incentives		100%	of end user eligible incentives are passed to the member
Maintenance			
Fixed Maintenance			Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.
Occurance Maintenance		\$6 per month card fee per vehicle plus cost of service and parts	
Fees			
Management Fee		0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	
Service Charge		\$400	
Lease Termination Fee		\$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process.	
		Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.	
Interim Interest	Yes / No	How is it calculated?	
	NO		
Resale Fee		For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units	
Provide fees not listed + rate			
Fuel Program:		\$2 per month per card	
Physical Damage:		\$1000 deductible, average quoted \$40 per month per vehicle but is based on underwriting and approval	
Accident Management:		\$100 per occurrence	
Maintenance Management:		\$6 per vehicle per month	
Full Maintenance:		Pricing based on vehicle type and anticipated miles driven over term	
GeoTab Telematics:		\$26 per month for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge)	
Registration Fees:		All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee	

Form P — PROPOSER QUESTIONNAIRE cont.

Pricing Grid - U.S.

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(ador)		+ 350 Basis Points	
Factory Order Vehicles	Domestic		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesey delivery fee (variable \$150-\$450 depending on location)
Factory Order Vehicles	Foreign		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesey delivery fee (variable \$150-\$450 depending on location)
Dealer Stock Vehicles	Domestic		Dealer Provided Invoice Less Applicable Incentives plus courtesey delivery fee plus \$60 acquisition fee, subject to dealer availability
Dealer Stock Vehicles	Foreign		Dealer Provided Invoice Less Applicable Incentives plus courtesey delivery fee plus \$60 acquisition fee, subject to dealer availability
% Incentives Passed to Customer			
Federal Tax Incentives		100%	of end user eligible incentives are passed to the member
State Tax Incentives		100%	of end user eligible incentives are passed to the member
Manufacture Incentives		100%	of end user eligible incentives are passed to the member
Maintenance			
Fixed Maintenance			Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.
Occurance Maintenance		\$6 per month card fee per vehicle plus cost of service and parts	
Fees			
Management Fee		0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	
Service Charge		\$400	
Lease Termination Fee		\$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process.	
		Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.	
	Yes / No		How is it calculated?
Interim Interest		NO	
Resale Fee			For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units
Provide fees not listed + rate			
Fuel Program:		\$2 per month per card	
Physical Damage:		\$1000 deductible, average quoted \$40 per month per vehicle but is based on underwriting and approval	
Accident Management:		\$100 per occurrence	
Maintenance Management:		\$6 per vehicle per month	
Full Maintenance:		Pricing based on vehicle type and anticipated miles driven over term	
GeoTab Telematics:		\$26 per month for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge)	
Registration Fees:		All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee	

Form P — PROPOSER QUESTIONNAIRE cont.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.**

Vehicles are priced at invoice vs. MSRP. Members will receive the Manufacturer or Dealer published invoice less 100% of applicable incentives.

10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and up-fit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.

For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.

Form P — PROPOSER QUESTIONNAIRE cont.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.**

Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Some geographical limitations may apply.

Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state.

Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment.

The equipment can be billed up front or capitalized as a part of the lease structure, subject to credit worthiness. In both scenarios, the member will own the equipment at the conclusion or termination of the lease.

Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.

- 13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.**

Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout this response.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.**

For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.**

Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate rental location — who are available to assist with vehicle delivery and pick-up.

Form P — PROPOSER QUESTIONNAIRE cont.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers.

Because we own and operate 1.9 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Enterprise will set a pricing plan up for the NJPA program within our system. This pricing plan will be hard-coded for all NJPA members and cannot be deviated from by any sales or support team member.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Enterprise will offer NJPA and your members access to our fleet management program and pay NJPA a quarterly marketing fee ("Quarterly Incentive") based upon the volume of Combined New Deliveries generated as defined below.

The Quarterly Incentive will be based on the Combined New Deliveries to Qualified Members, and will be paid quarterly.

Deliveries to Qualified Members (August 1 to July 31)	\$100 per delivery
---	--------------------

Qualified Members are eligible members who utilize the Agreement between NJPA and Enterprise Fleet Management as an approved means to satisfy their proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market-by-market basis.

Industry-Specific Questions

19) Describe your available vehicle maintenance program(s).

Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.



- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- The organization can setup and send automatic service reminders through Enterprise's website

The Enterprise Full Maintenance Program facilitates greater overall cost control for our customers, eliminating unexpected repair costs, the hassle of budgeting for repairs, and expense reporting for the driver. The program is comprehensive and will not change due to inflation.

Maintenance Management

With the Maintenance Management program, Enterprise's team of Automotive Service Excellence (ASE) certified technicians facilitate maintenance and repairs to ensure that proper, quality work is completed at a fair and competitive price. This is our pass-through maintenance program, which allows us to fully manage, track and consult on maintenance services for a flat monthly fee.

Please see Page 11 for further details.

Form P — PROPOSER QUESTIONNAIRE cont.

20) Describe any vehicle (or other) rental program complementary to the service offerings that your company has in place.

Enterprise Fleet Management, together with our affiliate company Enterprise Holdings, is a total transportation solution for many of our customers. With divisions in fleet management, daily rental and business rental, truck rental, vanpooling, car sharing, and car sales, Enterprise is capable of servicing all your transportation needs under one company. More information on these unique business lines can be provided.



Rental Services

Through our affiliate rental brands Enterprise Rent-A-Car and National Car Rental, we can easily set up and manage rentals for our fleet customers. This can be included in our Full Maintenance pricing, or billed as needed with our Maintenance Management program.

21) Please provide current battery electric vehicles and plug-in hybrid electric vehicles your company can provide through this contract understanding that future models can be added.

Enterprise can acquire nearly any commercially available battery electric vehicle or plug-in hybrid vehicle through our dealer network or through factory ordering when available. Our expertise can help your members make smart decisions about when and where to deploy new engine technologies.

Please see pages 37 through 39 for more details on our sustainability programs.

22) Describe the process by which your company will ensure that all natural gas vehicles and propane autogas vehicles leased under this contract will mirror OEM maintenance and warranty provisions and that downtime is minimized.

Enterprise follows the manufacturer-specific maintenance schedule in order to maintain vehicle warranty. Our maintenance program can be customized depending on the situation and vehicle usage, including natural gas vehicles and propane vehicles when available.

Signature: [Signature] Date: 6-5-2018



**AMENDMENT #1
TO
CONTRACT #060618-EFM**

THIS AMENDMENT is by and between **Sourcewell** and **Enterprise Fleet Management** (Vendor).

Vendor was awarded a Sourcewell Contract for Fleet Management Services effective July 24, 2018, through July 24, 2022, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. The parties agree that Article 7.3 is amended to add: "All Member orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Vendor performance, Member Payment obligations, and any applicable warranty periods or other Vendor or Member obligations may extend beyond the term of this Contract."

Remainder of page intentionally left blank.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: Jeremy Schwartz
Authorized Signature DocuSigned by:
C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/9/2021 | 7:35 PM CST

Enterprise Fleet Management

By: Dain Giesie
Authorized Signature DocuSigned by:
002ABC4A81674D1...

Dain Giesie
Name – Printed

Title: AVP Business Development

Date: 3/9/2021 | 1:43 PM PST

Sourcewell–APPROVED:

By: Chad Coauette
Authorized Signature DocuSigned by:
7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/9/2021 | 7:52 PM CST

**CITY OF BEACHWOOD
HUMAN RESOURCES DEPARTMENT
INTEROFFICE MEMORANDUM**

TO: WHITNEY CROOK, CLERK OF COUNCIL

FROM: DANA CANZONE, HUMAN RESOURCES ADMINISTRATOR

SUBJECT: ADMINISTRATIVE SALARY ORDINANCE – SCHEDULE B

DATE: SEPTEMBER 30, 2021

CC: STEWART HASTINGS, LAW DIRECTOR

On August 2, 2021, Beachwood City Council approved the 2020-2023 Collective Bargaining Agreement (Ordinance 2021-90) for the Fraternal Order of Police, Beachwood Lodge 86 (Sergeants and Lieutenants). As a result of the negotiations that had previously taken place, the Police Captain stipend, historically housed under the Administrative Salary Ordinance, was inserted into Article 1 of the new Police “Gold” CBA. Given the new placement of this particular compensation, I am formally requesting the removal of the Police Captain stipend from the Administrative Salary Ordinance – Schedule B. Please see the Schedule B attachments for 2021, 2022 and 2023.

Please advise if you have any questions.

Respectfully Submitted,

Dana Canzone

Dana Canzone, Human Resources Administrator

INTRODUCED BY:

ORDINANCE NO. 2021-130

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

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

WHEREAS, an amendment to Schedule B and Schedule D has been requested by the Human Resources Administrator; and

WHEREAS, schedule B needs to be amended to reflect changes made to the Police Captain Stipend that were negotiated through the Collective Bargaining process; and

WHEREAS, the amendment of Schedule B is more fully set forth in the attached Exhibit “A”; and

WHEREAS, a typographical error was discovered on Schedule D and amendment is needed to make the correction; and

WHEREAS, the amendment of Schedule D is more fully set forth in the attached Exhibit “B”.

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

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

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

Section 3: This Ordinance is declared 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 of the immediate necessity of providing an up to date amended Schedule D-Schematic List of Pay Grades; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor or as otherwise noted herein.

ORDINANCE NO. 2021-130

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

Attest: I hereby certify this legislation was duly adopted on the 18th day of October, 2021, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of October, 2021.

Clerk

Approval: I have approved this legislation this 19th day of October, 2021, and filed it with the Clerk.

Mayor

SCHEDULE B
CITY OF BEACHWOOD - PAY GRADE TABLE/STEPS FOR 2021

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
1	27,716.78	28,640.69	29,564.59	30,488.47	31,412.38	32,336.28	33,260.15	34,184.04	35,107.94	36,031.84	36,955.73	37,879.63	38,803.51
2	31,237.05	32,278.30	33,319.53	34,360.78	35,402.00	36,443.25	37,484.46	38,525.69	39,566.94	40,608.19	41,649.41	42,690.65	43,731.88
3	34,757.31	35,915.90	37,074.48	38,233.06	39,391.64	40,550.22	41,708.78	42,867.35	44,025.95	45,184.52	46,343.12	47,501.68	48,660.24
4	38,277.59	39,553.52	40,829.44	42,105.37	43,381.28	44,657.21	45,933.11	47,209.03	48,484.96	49,760.88	51,036.81	52,312.73	53,588.63
5	41,797.86	43,191.12	44,584.38	45,977.65	47,370.91	48,764.19	50,157.43	51,550.70	52,943.97	54,337.22	55,730.50	57,123.75	58,517.00
6	45,318.13	46,828.73	48,339.34	49,849.94	51,360.54	52,871.16	54,381.74	55,892.36	57,402.97	58,913.58	60,424.18	61,934.79	63,445.37
7	48,838.40	50,466.35	52,094.29	53,722.25	55,350.19	56,978.16	58,606.07	60,234.02	61,861.98	63,489.92	65,117.86	66,745.82	68,373.75
8	52,358.67	54,103.95	55,849.26	57,594.54	59,339.84	61,085.13	62,830.40	64,575.68	66,320.99	68,066.27	69,811.57	71,556.86	73,302.14
9	55,878.93	57,741.57	59,604.20	61,466.84	63,329.47	65,192.12	67,054.71	68,917.35	70,779.98	72,642.62	74,505.25	76,367.89	78,230.50
10	59,399.19	61,379.17	63,359.15	65,339.13	67,319.10	69,299.09	71,279.04	73,259.01	75,238.99	77,218.96	79,198.94	81,178.93	83,158.86
11	62,919.47	65,016.80	67,114.12	69,211.44	71,308.75	73,406.08	75,503.36	77,600.68	79,698.00	81,795.33	83,892.65	85,989.97	88,087.26
12	66,439.73	68,643.47	70,847.20	73,050.94	75,254.66	77,458.40	79,727.68	81,942.34	84,157.02	86,371.67	88,586.34	90,801.01	93,015.63
13	69,960.00	72,292.01	74,624.01	76,956.02	79,288.01	81,620.03	83,952.00	86,284.01	88,616.02	90,948.01	93,280.03	95,612.04	97,944.01
14	73,480.29	75,929.62	78,378.97	80,828.32	83,277.67	85,727.01	88,176.33	90,625.69	93,075.03	95,524.37	97,973.72	100,423.08	102,872.39
15	77,000.54	79,567.23	82,133.92	84,700.61	87,267.30	89,834.00	92,400.65	94,967.35	97,534.04	100,100.73	102,667.40	105,234.10	107,800.74
16	80,520.81	83,204.83	85,888.85	88,572.88	91,256.90	93,940.93	96,624.97	99,308.99	101,993.02	104,677.04	107,361.06	110,045.08	112,729.13
17	84,041.08	86,842.45	89,643.82	92,445.18	95,246.54	98,047.92	100,849.31	103,650.67	106,452.06	109,253.43	112,054.79	114,856.18	117,657.52

SCHEDULE B

CITY OF BEACHWOOD - PAY GRADE TABLE/STEPS FOR 2021

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
18	89,321.49	92,298.88	95,276.25	98,253.64	101,231.03	104,208.41	107,185.78	110,163.18	113,140.55	116,117.94	119,095.32	122,072.71	125,050.08
19	96,362.02	99,574.09	102,786.16	105,998.22	109,210.29	112,422.37	115,634.42	118,846.49	122,058.56	125,270.64	128,482.69	131,694.76	134,906.83
20	103,402.56	106,849.31	110,296.06	113,742.82	117,189.57	120,636.34	124,083.06	127,529.82	130,976.58	134,423.33	137,870.09	141,316.83	144,763.59
21	110,442.97	114,124.27	117,805.60	121,486.91	125,168.22	128,849.55	132,530.88	136,212.39	139,893.89	143,575.40	147,256.90	150,938.41	154,619.90

Part-Time and Other Positions

Administrative Assistant/Secretary/Clerk	Hourly	Not to Exceed	26.94
Corrections Officer	Hourly	Not to Exceed	25.43
Crossing Guard	Hourly	Not to Exceed	17.52
Dispatch Supervisor	Stipend	Not to Exceed	7,651.58 <i>Annually</i>
Fire Inspector	Hourly	Not to Exceed	32.23
Intermittent/Seasonal/Temporary Staff (Administration)	Hourly	Not to Exceed	16.72
Intermittent/Seasonal/Temporary Staff (Service)	Hourly	Not to Exceed	16.72
Laborer/Janitor	Hourly	Not to Exceed	16.72
Messenger	Hourly	Not to Exceed	16.72
Patrol Officer	Hourly	Not to Exceed	32.80
Program Building Supervisor	Hourly	Not to Exceed	21.08
Van Driver	Hourly	Not to Exceed	16.72

SCHEDULE B
CITY OF BEACHWOOD - PAY GRADE TABLE/STEPS FOR 2022

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
1	29,158.41	30,103.11	31,047.79	31,992.46	32,937.16	33,881.85	34,826.50	35,771.18	36,715.87	37,660.56	38,605.23	39,549.92	40,494.59
2	32,757.88	33,822.56	34,887.22	35,951.90	37,016.55	38,081.22	39,145.86	40,210.52	41,275.20	42,339.87	43,404.52	44,469.19	45,533.85
3	36,357.35	37,542.01	38,726.66	39,911.30	41,095.95	42,280.60	43,465.23	44,649.87	45,834.53	47,019.17	48,203.84	49,388.47	50,573.10
4	39,956.84	41,261.47	42,566.10	43,870.74	45,175.36	46,480.00	47,784.60	49,089.23	50,393.87	51,698.50	53,003.14	54,307.77	55,612.37
5	43,556.31	44,980.92	46,405.53	47,830.15	49,254.76	50,679.38	52,103.97	53,528.59	54,953.21	56,377.81	57,802.44	59,227.03	60,651.63
6	47,155.79	48,700.38	50,244.98	51,789.56	53,334.15	54,878.76	56,423.33	57,967.94	59,512.54	61,057.14	62,601.72	64,146.32	65,690.89
7	50,755.26	52,419.84	54,084.41	55,749.00	57,413.57	59,078.17	60,742.71	62,407.29	64,071.87	65,736.44	67,401.01	69,065.60	70,730.16
8	54,354.74	56,139.29	57,923.87	59,708.42	61,492.99	63,277.55	65,062.08	66,846.63	68,631.21	70,415.76	72,200.33	73,984.89	75,769.44
9	57,954.21	59,858.76	61,763.29	63,667.84	65,572.38	67,476.94	69,381.44	71,285.99	73,190.53	75,095.08	76,999.62	78,904.17	80,808.69
10	61,553.67	63,578.20	65,602.73	67,627.26	69,651.78	71,676.32	73,700.82	75,725.34	77,749.87	79,774.39	81,798.92	83,823.46	85,847.93
11	65,153.16	67,297.68	69,442.19	71,586.70	73,731.20	75,875.72	78,020.19	80,164.70	82,309.21	84,453.72	86,598.23	88,742.74	90,887.22
12	68,752.62	71,005.95	73,259.26	75,512.59	77,765.89	80,019.21	82,339.55	84,604.04	86,868.55	89,133.03	91,397.53	93,662.03	95,926.48
13	72,352.10	74,736.58	77,121.05	79,505.53	81,889.99	84,274.48	86,658.92	89,043.40	91,427.88	93,812.34	96,196.83	98,581.31	100,965.75
14	75,951.60	78,456.04	80,960.50	83,464.96	85,969.42	88,473.87	90,978.30	93,482.77	95,987.22	98,491.67	100,996.13	103,500.60	106,005.02
15	79,551.05	82,175.49	84,799.93	87,424.37	90,048.81	92,673.27	95,297.66	97,922.12	100,546.56	103,171.00	105,795.42	108,419.87	111,044.26
16	83,150.53	85,894.94	88,639.35	91,383.77	94,128.18	96,872.60	99,617.03	102,361.44	105,105.86	107,850.27	110,594.68	113,339.09	116,083.54
17	86,750.00	89,614.41	92,478.81	95,343.20	98,207.59	101,072.00	103,936.42	106,800.81	109,665.23	112,529.63	115,394.02	118,258.44	121,122.81

SCHEDULE B

CITY OF BEACHWOOD - PAY GRADE TABLE/STEPS FOR 2022

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
18	92,149.22	95,193.60	98,237.97	101,282.35	104,326.73	107,371.10	110,415.46	113,459.85	116,504.21	119,548.59	122,592.96	125,637.35	128,681.71
19	99,348.17	102,632.51	105,916.85	109,201.18	112,485.52	115,769.87	119,054.19	122,338.54	125,622.88	128,907.23	132,191.55	135,475.89	138,760.23
20	106,547.12	110,071.42	113,595.72	117,120.03	120,644.34	124,168.66	127,692.93	131,217.24	134,741.55	138,265.85	141,790.17	145,314.46	148,838.77
21	113,745.94	117,510.07	121,274.23	125,038.37	128,802.50	132,566.66	136,330.82	140,095.17	143,859.50	147,623.85	151,388.18	155,152.52	158,916.85

Part-Time and Other Positions

Administrative Assistant/Secretary/Clerk	Hourly	Not to Exceed	27.55
Corrections Officer	Hourly	Not to Exceed	26.00
Crossing Guard	Hourly	Not to Exceed	17.91
Dispatch Supervisor	Stipend	Not to Exceed	7,823.74 <i>Annually</i>
Fire Inspector	Hourly	Not to Exceed	32.96
Intermittent/Seasonal/Temporary Staff (Administration)	Hourly	Not to Exceed	17.10
Intermittent/Seasonal/Temporary Staff (Service)	Hourly	Not to Exceed	17.10
Laborer/Janitor	Hourly	Not to Exceed	17.10
Messenger	Hourly	Not to Exceed	17.10
Patrol Officer	Hourly	Not to Exceed	33.54
Program Building Supervisor	Hourly	Not to Exceed	21.55
Van Driver	Hourly	Not to Exceed	17.10

SCHEDULE B
CITY OF BEACHWOOD - PAY GRADE TABLE/STEPS FOR 2023

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
1	29,887.37	30,855.69	31,823.98	32,792.27	33,760.59	34,728.90	35,697.16	36,665.46	37,633.77	38,602.07	39,570.36	40,538.67	41,506.95
2	33,576.83	34,668.12	35,759.40	36,850.70	37,941.96	39,033.25	40,124.51	41,215.78	42,307.08	43,398.37	44,489.63	45,580.92	46,672.20
3	37,266.28	38,480.56	39,694.83	40,909.08	42,123.35	43,337.62	44,551.86	45,766.12	46,980.39	48,194.65	49,408.94	50,623.18	51,837.43
4	40,955.76	42,293.01	43,630.25	44,967.51	46,304.74	47,642.00	48,979.22	50,316.46	51,653.72	52,990.96	54,328.22	55,665.46	57,002.68
5	44,645.22	46,105.44	47,565.67	49,025.90	50,486.13	51,946.36	53,406.57	54,866.80	56,327.04	57,787.26	59,247.50	60,707.71	62,167.92
6	48,334.68	49,917.89	51,501.10	53,084.30	54,667.50	56,250.73	57,833.91	59,417.14	61,000.35	62,583.57	64,166.76	65,749.98	67,333.16
7	52,024.14	53,730.34	55,436.52	57,142.73	58,848.91	60,555.12	62,261.28	63,967.47	65,673.67	67,379.85	69,086.04	70,792.24	72,498.41
8	55,713.61	57,542.77	59,371.97	61,201.13	63,030.31	64,859.49	66,688.63	68,517.80	70,346.99	72,176.15	74,005.34	75,834.51	77,663.68
9	59,403.07	61,355.23	63,307.37	65,259.54	67,211.69	69,163.86	71,115.98	73,068.14	75,020.29	76,972.46	78,924.61	80,876.77	82,828.91
10	63,092.51	65,167.66	67,242.80	69,317.94	71,393.07	73,468.23	75,543.34	77,618.47	79,693.62	81,768.75	83,843.89	85,919.05	87,994.13
11	66,781.99	68,980.12	71,178.24	73,376.37	75,574.48	77,772.61	79,970.69	82,168.82	84,366.94	86,565.06	88,763.19	90,961.31	93,159.40
12	70,471.44	72,781.10	75,090.74	77,400.40	79,710.04	82,019.69	84,398.04	86,719.14	89,040.26	91,361.36	93,682.47	96,003.58	98,324.64
13	74,160.90	76,604.99	79,049.08	81,493.17	83,937.24	86,381.34	88,825.39	91,269.49	93,713.58	96,157.65	98,601.75	101,045.84	103,489.89
14	77,850.39	80,417.44	82,984.51	85,551.58	88,118.66	90,685.72	93,252.76	95,819.84	98,386.90	100,953.96	103,521.03	106,088.12	108,655.15
15	81,539.83	84,229.88	86,919.93	89,609.98	92,300.03	94,990.10	97,680.10	100,370.17	103,060.22	105,750.28	108,440.31	111,130.37	113,820.37
16	85,229.29	88,042.31	90,855.33	93,668.36	96,481.38	99,294.42	102,107.46	104,920.48	107,733.51	110,546.53	113,359.55	116,172.57	118,985.63
17	88,918.75	91,854.77	94,790.78	97,726.78	100,662.78	103,598.80	106,534.83	109,470.83	112,406.86	115,342.87	118,278.87	121,214.90	124,150.88

SCHEDULE B
CITY OF BEACHWOOD - PAY GRADE TABLE/STEPS FOR 2023

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
18	94,452.95	97,573.44	100,693.92	103,814.41	106,934.90	110,055.38	113,175.85	116,296.35	119,416.82	122,537.30	125,657.78	128,778.28	131,898.75
19	101,831.87	105,198.32	108,564.77	111,931.21	115,297.66	118,664.12	122,030.54	125,397.00	128,763.45	132,129.91	135,496.34	138,862.79	142,229.24
20	109,210.80	112,823.21	116,435.61	120,048.03	123,660.45	127,272.88	130,885.25	134,497.67	138,110.09	141,722.50	145,334.92	148,947.32	152,559.74
21	116,589.59	120,447.82	124,306.09	128,164.33	132,022.56	135,880.83	139,739.09	143,597.55	147,455.99	151,314.45	155,172.88	159,031.33	162,889.77

Part-Time and Other Positions

Administrative Assistant/Secretary/Clerk	Hourly	Not to Exceed	28.24
Corrections Officer	Hourly	Not to Exceed	26.65
Crossing Guard	Hourly	Not to Exceed	18.36
Dispatch Supervisor	Stipend	Not to Exceed	8,019.33 <i>Annually</i>
Fire Inspector	Hourly	Not to Exceed	33.78
Intermittent/Seasonal/Temporary Staff (Administration)	Hourly	Not to Exceed	17.53
Intermittent/Seasonal/Temporary Staff (Service)	Hourly	Not to Exceed	17.53
Laborer/Janitor	Hourly	Not to Exceed	17.53
Messenger	Hourly	Not to Exceed	17.53
Patrol Officer	Hourly	Not to Exceed	34.38
Program Building Supervisor	Hourly	Not to Exceed	22.09
Van Driver	Hourly	Not to Exceed	17.53

SCHEDULE D
CITY OF BEACHWOOD - SCHEMATIC LIST OF PAY GRADES

Exhibit B

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

SCHEDULE D
CITY OF BEACHWOOD - SCHEMATIC LIST OF PAY GRADES

Exhibit B

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

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

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

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

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

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

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

**Pay Grade has not been determined.

INTRODUCED BY:

ORDINANCE NO. 2021-131

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR AND ON BEHALF OF THE CITY OF BEACHWOOD, OHIO WITH THE CUYAHOGA COUNTY BOARD OF HEALTH THROUGH DECEMBER 31, 2023; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, a contract has been submitted by the Cuyahoga County Board of Health for the furnishing of health services to the City year, beginning January 1, 2022.

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

Section 1: The Mayor is hereby authorized to enter into a Contract with the Cuyahoga County Board of Health for the furnishing of health services to the City and its residents, in an amount not to exceed Eighty-Four Thousand Two Hundred Forty Dollars and No/Cents (\$84,240.00), for the period January 1, 2022 through December 31, 2022 and Ninety-Two Thousand Six Hundred Sixty-Four Dollar and No/Cents for the period January 1, 2023 through December 31, 2023. The Contract shall be in a form substantially similar to that attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City. Such necessity further exists by reason of the fact that the foregoing Contract is required at the earliest possible time in order to continue to provide essential health services for the inhabitants of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify that this legislation was duly adopted on the 18th day of October, 2021 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of October, 2021.

Clerk

Approval: I have approved this legislation this 19th day of October, 2021 and filed it with the Clerk.

Mayor

PUBLIC HEALTH SERVICES AGREEMENT

(City with a General Health District - Authority--Sec. 3709.08 O.R.C.)

This Agreement is entered into on the **1st day of January, 2022** ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of Beachwood**, a political subdivision, with its principal office located at 25325 Fairmount Boulevard, Beachwood, Ohio 44122 (the "City"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, Cuyahoga County General Health District is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01 and is endowed with all of the statutory and other authority granted to it by reason of the Ohio Statutes as amended from time to time by the State Legislature; and

WHEREAS, the City has continued to have a city public health district as required by Ohio law; and

WHEREAS, pursuant to ORC Section 3709.01, each city in the State constitutes a health district and each county is a "general health district," and as provided for in ORC Sections 3709.051, 3709.07, and 3709.10, there may be a union of a general health district and a city health district; and

WHEREAS, ORC Section 3709.08 authorizes cities and villages in Cuyahoga County to enter into an Agreement with the Cuyahoga County General Health District on certain terms and conditions; and

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 9, 2021 at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

WHEREAS, the Board is engaged in the governance of providing public health services as described in this Agreement, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board for City; and

WHEREAS, the City is willing to enter into an Agreement with the Board to provide such services in accordance with the terms and conditions of Ohio law and this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. EFFECTIVE DATE, TERM AND TERMINATION.

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2023**, unless earlier terminated pursuant to Section 1(b).
- (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
 - (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

- (ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

2. THE SERVICES.

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.
- (c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.
- (d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

3. PAYMENT.

- (a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated September, 2021 is 14,040 residents. The current per capita rate established by the Board is \$6.00 per capita for calendar year 2022 and \$6.60 per capita for calendar year 2023. The total amount due based on the per capita rate will be Eighty Four Thousand Two Hundred Forty Dollars and No Cents (\$84,240.00) for calendar year 2022 and be Ninety Two Thousand Six Hundred Sixty Four Dollars and No Cents (\$92,664.00) for calendar year 2023. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.
- (b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum of Eighty Four Thousand Two Hundred Forty Dollars and No Cents (**\$84,240.00**) for calendar year 2022 and the total annual sum of Ninety Two Thousand Six Hundred Sixty Four Dollars and No Cents (**\$92,664.00**) for calendar year 2023. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of Forty Two Thousand One Hundred Twenty Dollars and No Cents (**\$42,120.00**) from the regular property tax settlement to be made for said City for calendar year 2022 and Forty Six Thousand Three Hundred Thirty Two Dollars and No Cents (**\$46,332.00**) from the regular property tax settlement to be made for said City for calendar year 2023.

4. RECORDS.

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the City upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the City, be kept confidential by the City.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the City unless there is compliance with the proper method for release of said information.

5. REPORTS.

The Board shall provide semi-annual written reports to the City regarding the work conducted and services provided on behalf of the City under this Agreement. Such Reports shall be in a form as is provided to all political subdivisions for which the Board provides Agreement services.

6. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the City.

7. INDEPENDENT AGREEMENTOR.

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the City are not public employees of the City under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the City is interested in the Board's end product, the City does not control the manner in which the Board performs this Agreement.

8. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE BOARD:

Cuyahoga County Board of Health
Attention: Terry Allan, Health Commissioner
5550 Venture Drive
Parma Ohio 44130

TO THE CITY:

City of Beachwood
Attention: Mayor Martin S. Horwitz
25325 Fairmount Boulevard
Beachwood, Ohio 44122

And

City of Beachwood
Attention: Director of Law
25325 Fairmount Boulevard
Beachwood, Ohio 44122

9. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

10. APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

11. SEVERABILITY.

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

12. AMENDMENT

This Agreement shall not be modified except by the express written consent by both parties hereto.

13. WAIVER.

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

14. FORCE MAJEURE.

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

FOR THE BOARD:

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

Mayor David Smith, President District
Advisory Council

By: _____

Date: _____

Date: _____

FOR THE CITY:

Approved as to form.



Mayor Martin S. Horwitz

By: _____
Director of Law

Date: 9/28/21

Date: _____

EXHIBIT A**SCOPE OF WORK**

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the **City of Beachwood** for the calendar years 2022 and 2023 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City.
- The Services described in the schedule listed below in this Exhibit will be provided by the District Board of Health of Cuyahoga County ("Board") to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.
- Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code ("ORC"), will be conducted through the designated agent, the Cleveland Division of Air Pollution Control, not by the Board. This authorization is contingent upon renewal of the Agreement between the Ohio EPA and the City of Cleveland and satisfactory performance of the Agreement terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this Agreement provision with notice to the City.
- The following specific services shall be a part of the Services provided under this Agreement:

List of Functions, Programs and Services

Animal Control and Shelter:
Rabies Surveillance – Animal bite follow up
Environmental Health - State Programs:
Food Service Operation Licensing/ Inspection/Education
Retail Food Establishment Licensing & Inspection.
School Facilities Inspection
Smoke Free Workplace Enforcement
Public Swimming Pool & Spa Licensing & Inspection
Tattoo & Body Piercing Enforcement
Temporary Park Camp Licensing/Inspection/Enforcement
Clean Indoor Air Regulation - complaint based response
Home Day Care Inspections - USDA Inspections Only/Fee for Service
Nuisance & Vector Control
Residential Housing/Commercial Building Inspection - complaint based response
Solid Waste Enforcement
West Nile Virus Prevention/Mosquito Control
Animal Venue Licensing/Inspection/Enforcement
Emergency Preparedness:
Public Health Emergency Preparedness (PHEP)
Planning and Cities' Readiness Initiative activities
Emergency Management Committee - participation

Development of Local Emergency Response Plan - participation
Community Outreach and Education
Northeast Ohio Regional Public Health Partnership - participation
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Regional Infection Control Committee – participation
NEO Regional. Epidemiology Response Team – participation
Nursing Services:
Health Promotion:
First Aid/Communicable disease classes – fee for service
Cleveland Safe Kids Coalition - participation
Immunization Program:
Childhood and Adult Vaccine Administration Services - Fee for Service. Most insurance accepted, by appointment. Charges may be waived for inability to pay.
Seasonal Influenza vaccine clinics - Fee for Service, most insurance accepted.
Immunize Ohio- participation
Jail Inmate Health Services:
Jail Inspection - provided once annually
Lead Poisoning Prevention:
Pediatric blood lead testing - Fee for Service. Charges may be waived for inability to pay
Case management
Environmental Assessment - Limited fee for service
Community Education and Outreach
Greater Cleveland Healthy Homes Advisory Council
Occupational Health:
Immunizations and Tuberculosis screenings - Fee for Service
Bureau for Children with Medical Handicaps (BCMH) Public Health Nursing Services
Administrative Services:
Administration
Grant Writing & Management
Budget
Records Management
Accounts Payable, Accounts Receivable
Data Entry & Program Management
Reports - Financial & Statistical
Payroll

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.

CUYAHOGA COUNTY

BOARD OF HEALTH

YOUR TRUSTED SOURCE FOR PUBLIC HEALTH INFORMATION

Programs and Services

The Cuyahoga County Board of Health (CCBH) offers a wide range of public health services to the citizens and communities in our health district. Select services may require income qualification or other qualifying criteria. The focus of some of our grant-related activities may be specific, based on guidance from our funding agencies. The following is a list of services. For more information, please call (216) 201-2000 or visit us on the web at www.ccbh.net.

Community and Family Services

CLINICAL SERVICES

CCBH provides free and low-cost immunization and family planning services. CCBH is a Vaccine for Children and Title X family planning provider. The program provides direct care, education, outreach activities, HIV testing, pregnancy testing/planning, STD testing and treatment, and referral to social services as necessary. CCBH also provides outreach clinics for at-risk populations at community-based sites such as long-term care facilities, group homes, and with the refugee population.

NEWBORN HOME VISITING

Public health nurse home visits to at-risk families with newborns up to six weeks of age. Eligibility includes families with household incomes up to 200% of the federal poverty level, all teen mothers regardless of income, or any family with an identified medical or social risk factor. The visit provides a health assessment of the mother and baby, and information on newborn care, home safety, parenting, feeding, and addresses concerns of the family. Additionally, the visit connects families with resources in the community as needed.

LEAD POISONING PREVENTION

Public health nurses provide lead screening, education, and case management. Public health sanitarians perform investigations in response to reports of elevated blood lead levels in children to identify potential sources of lead exposure. Lead risk assessments, housing remediation, and clearance testing are conducted as part of collaboration with the Cuyahoga County Department of Development and our municipalities, through a grant with the U.S. Department of Housing & Urban Development.

CHILDREN WITH MEDICAL HANDICAPS (CMH)

CMH is a safety-net insurance program that links children from birth to 21 years of age with a qualifying medical condition to services through an approved provider to diagnose a potential medical condition and may assist in paying for ongoing services.

EARLY AGES HEALTHY STAGES (EAHS)

EAHS is a childhood obesity prevention coalition that utilizes a policy, systems and environmental change approach to promote a healthy weight and growth in all children from birth to eight years old. In addition to developing strategies to address the coalition's priorities of healthy eating, physical activity, and socioemotional health. The EAHS program offers 15 hours of training and at least 3 technical assistance visits for early learning centers and family childcare homes to achieve the step up to quality rated Ohio Healthy Program (OHP) designation. Areas of focus include adopting best practices in building healthy habits, healthy menus, and healthy policies. OHP is a statewide designation awarded to early learning programs that have committed to providing the children they serve with a healthier place to learn and grow.

FARM TO SCHOOL

The Farm to School Program works to build sustainable relationships between growers and school districts/childcare centers to improve access to healthy, locally-grown foods and to strengthen the regional food economy.

HEALTH IMPROVEMENT PARTNERSHIP-CUYAHOGA (HIP-CUYAHOGA)

More than 300 community partners have come together as the HIP-Cuyahoga Consortium to build opportunities for everyone in Cuyahoga County to have a fair chance to be healthy. The CCBH serves as a key partner on HIP-Cuyahoga's Community Health Needs Assessment Steering Committee. CCBH also provides guidance for strategic direction, facilitates communications, and contributes to community engagement efforts. In 2015, HIP-Cuyahoga chose to address four of the most pressing issues impacting the health of our county's residents including: eliminating structural racism; healthy eating and active living; linking clinical care and public health; and chronic disease self-management. In 2019, HIP-Cuyahoga expanded its partnerships with local hospital systems, social service organizations and other key stakeholders to reassess community needs. The partnership again selected eliminating structural racism as a key priority. Other selected priorities include improving trust and trustworthiness, addressing community conditions, enhancing mental health and reducing substance abuse, and reducing chronic illness and its effects.

INDOOR AIR QUALITY

The Indoor Air Quality (IAQ) Program involves investigating and providing guidance in response to concerns or complaints related to the indoor air quality in residences, schools and other public buildings.

CREATING HEALTHY COMMUNITIES

Creating Healthy Communities (CHC) is committed to preventing and reducing chronic disease. Through cross-sector collaboration, the program activates communities to improve access to and affordability of healthy food, increase opportunities for physical activity, and assure tobacco-free living where Ohioans live, work and play. By implementing sustainable evidence-based strategies, CHC is creating a culture of health. The three main communities of current focus for this program are East Cleveland, Euclid, Lakewood and Maple Heights.

PERSONAL RESPONSIBILITY EDUCATION PROGRAM (PREP)

The goal of the PREP program is to reduce teen pregnancy and sexually transmitted infections among youth in foster care or the juvenile justice system in Cuyahoga County and in a 14-county district. CCBH provides training to staff in delivering evidence-based pregnancy prevention programming. The train-the-trainer model provides youth with pregnancy prevention and life skills education.

OHIO EQUITY INSTITUTE (OEI)

OEI is a county-wide coordinated effort to address racial disparities in perinatal, infant, and maternal health in two ways: Downstream Strategy: Local Neighborhood Navigators identify and connect a portion of each county's Black prenatal population to clinical and social services to reduce stress and improve access to resources needed for a new and growing family. Efforts prioritize non-traditional avenues of outreach designed

and tailored to identify women where existing systems and programs do not currently reach. Upstream Strategy: Facilitate the development, adoption, or improvement of policies and/or practices that impact the social determinants of health related to preterm birth and low birth weight, which often drive the inequities in birth outcomes within the OEI counties.

CRIBS FOR KIDS

The Cribs for Kids program provides education and resources to eligible families to reduce risk factors associated with sleep related death. In addition to providing direct support to families, this effort also includes partnerships and systems' alignment to ensure appropriate messages and resources are provided community-wide.

BREASTFEEDING IN THE WORKPLACE

The goal of the Breastfeeding in the Workplace program is to provide education and support to local businesses to adopt and implement breastfeeding friendly policies with the intent to increase breastfeeding rates.

RACIAL AND ETHNIC APPROACHES TO COMMUNITY HEALTH (REACH)

The REACH program seeks to implement pragmatic approaches to nutrition, physical activity, and community-clinical linkages in the African-American population within Cuyahoga County. Building on the successes of the previous REACH project, strategies target three chronic disease risk factors (poor nutrition, physical inactivity, and poor linkages to quality health services). The strategies of focus will lead to: improved nutrition across the lifespan; increased physical activity opportunities; and facilitated resource linkages to chronic disease self-management and other prevention programs through empowerment of neighborhood-based community health workers and the integration of resource referrals within clinical electronic health records.

ENDING THE HIV EPIDEMIC (EtHE) PART A - CARE

The nationwide goal of EHE is to reduce new HIV infections by 75% within five years, and 90% within 10 years. Cuyahoga County was identified as one of the 48 counties to be included in the first phase of this initiative and has partnered to implement innovative strategies targeting people living with HIV with any of the following three distinct characteristics: 1) Not in care; 2) Not virally suppressed; or 3) Newly diagnosed. Within those characteristics, CCBH will be focusing EHE efforts within three priority populations: 1) Men who have sex with men (MSM); 2) MSM of Color; and 3) Youth (13-24) In support of Ending the HIV Epidemic: A Plan for America (EtHE) Pillars Two (Treat) and Four (Respond); as data has shown that these three populations often have increased disparities in trying to achieve positive health outcomes as it relates to HIV/AIDS.

RYAN WHITE HIV/AIDS PART A

The Ryan White HIV/AIDS Part A program provides HIV-related services for those who do not have sufficient health care coverage or financial resources to cope with an HIV/AIDS diagnosis. CCBH serves as the Program Administrator of the Cleveland Transitional Grant Area (TGA) which serves the Ashtabula, Cuyahoga, Geauga, Lake, Lorain, and Medina counties. The Ryan White Part A program contracts with local community partners to provide services in the areas of: community-based health care, early intervention, food bank/home delivered meals, home health care, medical case management, medical nutrition therapy, medical transportation, mental health, non-medical case management, oral health, outpatient ambulatory health care, outreach, psychosocial support services, and substance abuse (inpatient and outpatient).

HIV/STI PREVENTION

The HIV/STI Prevention program provides HIV/STI prevention services within Region 3 (Ashtabula, Cuyahoga, Geauga, Lake, Lorain and Medina counties). HIV prevention services will be focused on the following priority populations: men who have sex with men (MSM); Black Non-Hispanic and Hispanic/Latino MSM, and youth aged 13 to 24 years. STI prevention services focus primarily on syphilis within the previously

identified priority populations and also include women of childbearing age. Services include HIV Counseling, Testing and Referral (CTR), comprehensive disease intervention activities to ensure clients newly diagnosed with HIV or syphilis will be linked to care within 45 days of diagnosis, social marketing and community engagement efforts strategically implemented throughout Region 3 to reach the designated priority populations and HIV cluster outbreak response.

ENDING THE HIV EPIDEMIC (EHE) - PREVENTION

The overarching goals of this funding initiative are to reduce new HIV infections by 75% within five years, and 90% within 10 years. Cuyahoga County is one of three jurisdictions in Ohio identified for targeted intervention. Prevention initiatives will focus on routinized HIV testing in various settings, promotion of PrEP use for at risk negatives, local response to HIV clusters and outbreaks, and linking HIV positive persons not in care to medical services. CCBH will partner with various entities in the hospital setting, county jail, homeless services, and substance use services to promote routinized screening and rapid linkage to care. CCBH will also organize and convene a Cluster Response Team to support rapid response to potential HIV cluster activity.

Community Assessments

CHRONIC DISEASE SURVEILLANCE

A specialized team of experts including data analysts, environmental health sanitarians, and public health nurses address chronic disease clusters of major public health concern. The program consists of disease identification and investigation of community risk factors, appropriate environmental follow-up/sampling, education, and community collaboration.

INFECTIOUS DISEASE SURVEILLANCE/PUBLIC HEALTH PREPAREDNESS

The purpose of this program is to increase public health response and epidemiological capacity for reportable infectious diseases including case management, disease surveillance and epidemiological analyses, outbreak investigation and acts of bioterrorism and other major public health events. Activities also include developing emergency plans, mass vaccination planning in the event of a pandemic or bioterrorism attack, supporting the County Emergency Operations Plan by serving as the lead agency under Emergency Support Function (ESF) #8. This program is supported by the Public Health Emergency Preparedness grant (PHEP) and the Cities Readiness Initiative (CRI) grant.

COMMUNITY HEALTH NEEDS ASSESSMENTS

The HealthComp Foundation project supports collaboration between clinical care and public health within Cuyahoga County to conduct coordinated community health needs assessments. It also provides support for a web-based data platform to allow easy access to health related information among select counties in Northeast Ohio. Data is shared via the Healthy Northeast Ohio platform. The project focuses on the following counties: Ashland, Ashtabula, Cuyahoga, Lake, Lorain, Medina, Portage and Summit.

MATERNAL AND CHILD HEALTH PROGRAM

This program is designed as an organized community effort to improve the health status of women and children in Cuyahoga County by assessing and monitoring maternal and child health indicators at the individual community or neighborhood level. The program also provides funding to partner agencies to address the needs of pregnant women and teens at risk for poor birth outcomes.

CHILD FATALITY REVIEW

By reviewing circumstances surrounding the deaths of children in our county, the program works with a wide range of community organization to make recommendations for actions that reduce preventable fatalities.

TOBACCO USE / EXPOSURE REDUCTION / TOBACCO 21

This program focuses on reducing the impact that tobacco use and exposure have on the health of county residents. Initiatives include activities to counter the influence of the tobacco industry, the encouragement and development of comprehensive tobacco-free school policies, and the enforcement of the Ohio Smoke Free Workplace Law. CCBH also conducts activities to support communities that have chosen to move forward with local ordinances prohibiting the sale of tobacco, tobacco-related products and alternative delivery devices to anyone under the age of 21. Our staff partners with each community to educate residents and local business owners on the implementation of the Tobacco 21 program and continues to work closely with these business owners throughout the permitting process. CCBH staff conduct routine site inspections, respond to any complaints filed regarding the sale of tobacco products to underage buyers and coordinate periodic random unannounced compliance checks, which include a CCBH controlled attempted purchase of tobacco products by an underage customer.

RABIES CONTROL AND PREVENTION

The primary objective of the Rabies Prevention Program is to effectively minimize the risk for rabies in our communities by ensuring that essential preventive measures are followed when animals bite, scratch, or otherwise potentially expose people or pets to the disease. These measures include steps to verify that animals successfully complete applicable quarantine periods and have current rabies vaccinations, to ensure that animals are tested for rabies when necessary, and that owners/handlers are provided with guidance about rabies treatment when indicated.

ANIMAL VENUES

The Animal Venue Program works to protect the public from the health and safety risks that are associated with animals in public settings. An animal venue includes any operation that sells, distributes or exhibits animals to the public. Animals can provide valuable and unique opportunities for education and entertainment, however, numerous illness outbreaks, exposure incidents and injuries have been associated with fairs, petting zoos, pet stores and other animal exhibits. All animal venues that operate within the CCBH jurisdiction are permitted and inspected to ensure compliance with the Animal Venue Regulation.

RODENT CONTROL

CCBH investigates complaints from homeowners regarding rodent harborages in their neighborhood. As a service to the residents, our licensed pest control applicators seek to eliminate infestations by identifying breeding sites and areas of rodent harborage, and applying rodenticides with the homeowners' permission. Staff provides guidance about eliminating factors that encourage potential rodent infestations.

MOSQUITO CONTROL

This program utilizes an Integrated Pest Management (IPM) approach to reduce the potential spread of disease via mosquito populations and other vectors (disease transmitters). We do this through biological and chemical control, public education, and surveillance. CCBH strives to prevent disease transmission by using environmentally sound control measures.

COMMUNITY HOARDING RESPONSE

CCBH staff conducts home visits to provide advice, education and support to individuals who hoard. Additionally, the program works with community partners to identify necessary resources and develop best practices.

Health Education Programs

PREVENT PREMATURE FATHERHOOD PROGRAM

The goal of the Prevent Premature Fatherhood program is to reduce pregnancy and sexually transmitted infections rates among youth in Cuyahoga County. This is achieved by providing facilitated discussions with male youth ages 11-19 in churches, community settings, schools, churches, and youth centers. Topics include masculinity and healthy relationships, passages to manhood, pregnancy prevention, and sexually transmitted infections.

UNUSED PRESCRIPTION MEDICATION AWARENESS INITIATIVE

Rates of unintentional fatal poisoning due to prescription medications have risen over 250% since 1999. The initiative utilizes a collaborative, public education-based approach to highlight contributing factors as well as proper ways to dispose of unused medications.

CUYAHOGA COUNTY OPIATE TASK FORCE

Our local, state and federal partners all play an active role in combating the opiate epidemic, but they may not routinely interact with one another. Since 2010, CCBH has been the lead agency responsible for convening a local coalition of partners with experience in the four recommended focus areas identified in the Ohio Prescription Drug Abuse Task Forces Final Report: law enforcement, public health, regulatory community, and treatment. Enhancing existing relationships while identifying new partners creates a comprehensive and diverse workforce required to meet the population-based objectives of this funding opportunity. The vast experience of coalition members and their strong ties to the community have provided us the opportunity to conduct project activities at multiple venues, including churches, hospitals and schools across Cuyahoga County. This multi-disciplinary coalition aims to strengthen existing initiatives while identifying areas of improvement to reduce the rising trends and illnesses associated with the misuse of prescription medication and other illicit substances driving this public health crisis.

CUYAHOGA COUNTY OVERDOSE DATA TO ACTION (OD2A) INITIATIVE

The complex and changing nature of the opioid overdose epidemic highlights the need for an interdisciplinary, comprehensive, and cohesive public health approach. States and local partners need access to complete and timely data on prescribing, and on nonfatal and fatal drug overdoses to understand the scope, direction, and contours of the epidemic. With this in mind, CCBH applied for and was awarded funding from the Centers for Disease Control and Prevention (CDC) to support our Cuyahoga County OD2A (Overdose Data to Action) Initiative to improve the effectiveness of Cuyahoga County's system of care (SOC) to address the opioid epidemic. The SOC includes a range of surveillance, prevention and evaluation strategies that address multiple levels of the opioid epidemic. The OD2A Initiative leverages support of the Regional Opioid Collaborative (ROC), a unique alliance comprised of federal and local law enforcement, public health, medical, social welfare and higher education community partners to facilitate SOC coordination around (a) opioid abuse prevention, (b) integration of surveillance data, (c) opioid training for users, prescribers, first responders, and families/friends (d) linkages to care, and (e) targeted evaluation. The OD2A Initiative will enhance and scale-up the SOC lead agencies and partners' surveillance, prevention and evaluation activities.

SCHOOL HEALTH

CCBH contracts schools and provides comprehensive nursing services designed to meet the specific health needs of the school community. These services include case management of children with special health care needs, communicable disease investigation, first aid and illness assessment, health education offerings, health screenings, maintenance of health records, including review of physicals and immunizations, management and follow-up, and staff training. Additionally, our staff conducts comprehensive environmental health and safety inspections in over 300 school facilities within our jurisdiction. These inspections are conducted on a semi-annual basis and integrate traditional building and classroom sanitation and safety inspections along with emerging issues of chemical laboratory safety, chemical storage, indoor air quality, integrated pest management, playground safety, and vocational safety. CCBH is actively working to promote healthy eating in our school systems through our Farm to School initiative. Farm to School links schools and local farms with the

goals of educating students and supporting local and regional farmers, improving student options, and serving healthy meals in schools. CCBH is also actively involved with communities and school districts in operating Safe Routes to School Programs, which promote the health and safety benefits of biking and walking to school with communities and school districts which expand and improve children's health and safety while walking and biking to or from school.

SCHOOL-BASED DENTAL SEALANT PROGRAM

This program provides quality dental sealants in a cost-effective manner to school children at high risk for cavities. Schools with high rates of eligibility for the Free and Reduced Price Meal Program are primary targets for intervention.

SPECIAL NEEDS CHILD CARE

Public health nurses provide assistance to child care providers to better serve children with special health care needs such as asthma, allergies and seizures. Services include child care provider education, development of individualized care plans, health screenings, medical equipment loans, and training about medication administration. Additionally, we collaborate with the Ohio Department of Education to administer the licensing and inspection of preschool and school-age child care programs, including chartered nonpublic schools within our jurisdiction, County Boards of Developmental Disabilities, and Head Start agencies.

Environmental Health and Safety

FOOD PROTECTION

Our Food Protection programs integrate consultations, disease prevention, educational offerings, food defense techniques (preventing intentional contamination of food), food safety education, inspections, and surveillance. The emergence of disease events and persistent food allergies in our jurisdiction have also led to an increased response to food recalls and numerous consumer food safety education sessions in various public venues. Program staff respond to customer complaints, conduct illness investigations and investigate potential public health nuisances to help prevent biological, chemical and physical contamination of food products. Food inspections can be viewed online at www.ccbh.net.

DRINKING WATER QUALITY

CCBH is responsible for administering the Ohio Private Water Systems Program, which includes the inspection, sampling and monitoring of wells, cisterns, ponds, springs, and hauled water storage tanks. Our staff works closely with registered water haulers and well drillers who work within our jurisdiction. In addition, sanitarians respond to questions and concerns in the event of a drinking water boil alert issued by the public drinking water system.

SURFACE WATER QUALITY - RESIDENTIAL

Household Sewage Treatment Program responsibilities include the inspection of new system installations, oversight of the operation and maintenance of all sewage treatment systems, registration of sewage treatment system haulers, installers and service providers, review of proposed new lot-splits and subdivisions, and system abandonments. Program staff are also very involved in countywide stream monitoring activities, water quality education and inter-agency collaborations. CCBH provides technical assistance to communities related to sanitary sewer feasibility by providing sewage treatment system and water quality data.

SURFACE WATER QUALITY - SEMIPUBLIC

Our staff administers an operation and maintenance inspection program for all sewage treatment facilities that services businesses and other non-residential buildings generating less than 25,000 gallons of effluent per day. This program is conducted under a contractual arrangement with the Ohio EPA.

SURFACE WATER QUALITY - STORM WATER

The Storm Water Program responsibilities include providing Ohio EPA Phase II designated communities assistance in meeting their requirements under the Phase II Program. This includes collecting water quality samples of dry weather flows, dry weather inspections of outfall locations, illicit discharge detection and source tracking, inventory of designated storm sewer outfall locations, public educational outreach, and pollution prevention training programs for community employees.

WATERSHED PROTECTION PROGRAM

CCBH's watershed program protects public health and our water quality resources from the impacts of point source and non-point source pollution. This watershed-based approach is woven throughout a number of our water quality programs, including our Household Sewage Treatment, Semi-Public Sewage Treatment, Storm Water and Drinking Water programs. These programs emphasize the utilization of watershed-based planning within CCBH, as well as collaborative efforts with partnering agencies. The watershed protection program also includes a variety of educational outreach and public involvement activities that assist our communities and collaborative partners. CCBH works collaboratively with the Cuyahoga County Department of Sustainability on the development and implementation of the County's Climate Change Action and Human Health Plans. These plans work to consider and measure climate change impacts on the environment and implement strategies to assist with the reduction of identified impacts.

SOLID WASTE/MATERIALS MANAGEMENT

CCBH staff inspects solid waste facilities including compost facilities, construction and demolition debris landfills and processing facilities, industrial/hazardous waste monitoring sites, infectious waste treatment facilities, landfills, scrap tire operations, and transfer stations. Nuisance complaints involving open dumping and illegal disposal of waste are also investigated by our staff. CCBH is actively involved as a member of the Cleveland - Cuyahoga County Environmental Crimes Task Force.

RECREATIONAL FACILITIES

Recreational program responsibilities include comprehensive inspections and monitoring of public swimming pools, spas, and public and private bathing beaches. Pool and spa inspections can be viewed online at www.ccbh.net. Frequent water sample analysis is conducted at bathing beaches from Memorial Day through Labor Day to determine the level of bacterial contamination in nearshore water. The beach-going public is advised of any associated public health risk when necessary. In addition, near real-time water quality data is being obtained through an innovative technology known as the NOWCAST system for predicting beach advisories at Huntington Beach in Bay Village. A significant emphasis is placed upon education and outreach to help provide the public with accurate bathing beach water quality data. In addition to monitoring for bacteriological contamination, CCBH staff monitors the nearshore waters for the presence of Harmful Algal Blooms (HABs). If a bloom is suspected and/or observed, sampling is conducted and appropriate measures are taken to notify the public of the potential health effects associated with exposure to HABs.

HOUSING AND RELATED NUISANCES

The Nuisance Abatement Program involves close collaboration with community officials to evaluate and correct common public health nuisance conditions such as accumulations of garbage, debris, and animal wastes; insect infestations; and unsanitary living conditions. Investigations are conducted to determine whether a public health nuisance does in fact exist. Abatement of nuisances is pursued to properly correct any such conditions. In some cases, the complaint may need to be referred to the community's building or housing department or to another agency with direct authority over the specific nuisance condition, property maintenance issue, or social service matter.

CORRECTIONAL FACILITIES/INSTITUTIONS

Sanitarians provide inspections of jails and other public institutions upon request from municipalities or facility operators.

BODY ART (TATTOO/BODY PIERCING FACILITIES)

The program incorporates the laws and rules established under Ohio Revised Code and Ohio Administrative Code, which require that all operations providing tattoo and/or body piercing services be inspected and approved by local Boards of Health. Tattooing and body piercing procedures present the potential for localized bacterial infection and exposure to blood-borne pathogens. To minimize the risk for the transmission of infectious diseases, the program requires that specific procedural, record-keeping, safety, and sanitation standards are in place at these businesses.

PLUMBING

CCBH oversees plumbing work conducted in communities that currently choose not to exercise enforcement authority for plumbing. This includes both residential and commercial buildings in Chagrin Falls Township and Olmsted Township, and only commercial buildings located in Bentleyville, Chagrin Falls, Gates Mills, Hunting Valley, Linndale, Moreland Hills and Valley View. CCBH has implemented a Plumbing Regulation which establishes a uniform set of regulations for the bonding, fees, inspection, licensing, and registration of plumbing contractors. Under this regulation, the Board of Health has also adopted sections of Ohio Administrative Code commonly referred to as the “Ohio Plumbing Code”.

ORGANIZATIONAL SUPPORT SERVICES

These activities support the Board of Health infrastructure to assure that high quality public health services are delivered throughout Cuyahoga County. Examples of these activities include, contracts and other related fiscal support, grants, human resources, legal services, informatics/information technology, data analytics, monitoring of customer services, performance goal development, and strategic planning.

Revised 9/2021

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Chris Arrietta, Public Works Director
DATE: 09/30/2021
SUBJECT: An Ordinance accepting a Certain Bid from Compass Minerals America, Inc. through the Joint Municipal Improvements Consortium as Supplier of Untreated Rock Salt for Snow and Ice removal for the 2021-2022 Winter Season; and declaring this to be an urgent measure

Mayor,

The City of Beachwood's agreement with Cargill to supply salt through the Brecksville Consortium ends on November 1st. Bids were received through the consortium and the low bidder was Compass Minerals at \$45.97 per ton. We have researched this company and believe they can successfully supply the City of Beachwood with salt for the 2021-2022 winter season. It is my recommendation to enter into an agreement with Compass Minerals and accept their bid. With your permission, I would like to add this to the next available Council Agenda.

If you have any questions in regards to the attached information, please feel free to contact me at any time to discuss the proposed agreement.

INTRODUCED BY:

ORDINANCE NO. 2021-132

AN ORDINANCE ACCEPTING A CERTAIN BID FROM COMPASS MINERALS AMERICA, INC., THROUGH THE JOINT MUNICIPAL IMPROVEMENT CONSORTIUM AS SUPPLIER OF UNTREATED ROCK SALT FOR SNOW AND ICE REMOVAL FOR THE 2021-2022 WINTER SEASON; AND DECLARING THIS TO BE AN URGENT MEASURE

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

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

WHEREAS, the consortium, through advertisement by the City of Brecksville, has received a bid from Compass Minerals America, Inc., for crushed rock salt (sodium chloride) for snow and ice removal for the 2021-2022 Winter season beginning November 1, 2021 through October 31, 2022; and

WHEREAS, the consortium pricing for the Winter season of 2021-2022 is as follows:

Untreated Salt

\$45.97 per ton

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

Section 1: Based upon the recommendation of the Public Works Director, the bid of Compass Minerals America, Inc., is found to be the lowest and best bid received on behalf of the Joint Municipal Improvement Consortium for crushed rock salt (sodium chloride) for snow and ice removal for the 2021-2022 Winter season. The City of Beachwood adopts and accepts said bid as its own in accordance with the specifications of the consortium and the Mayor is authorized to enter into a contract on behalf of the City of Beachwood with the said company in accordance with the written confirmation which is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason of the need to promptly prepare stores of necessary seasonal materials required to maintain the streets and sidewalks safe for persons and property; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2021-132

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

Attest: I hereby certify this legislation was duly adopted on the 18th day of October, 2021, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of October, 2021.

Clerk

Approval: I have approved this legislation this 19th day of October, 2021 and filed it with the Clerk.

Mayor

BID TABULATION: Supplying Sodium Chloride (November 1, 2021 - October 31, 2022)

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

Bid Opening: Friday, May 21, 2021 9:00 a.m.

Present: Becki Riser, City of Brecksville; Tony DiPietro, Cargill Inc.-Salt Road Safety

PLANHOLDERS

Cargill, Inc.-Salt, Road Safety
Compass Minerals America, Inc.
Detroit Salt Company
Morton Salt, Inc.

KEY SUMMARY OF BID SUBMISSIONS

Cost for First Year 11/1/2021 – 10/31/2022:

	<u>Untreated - Per Ton, Dump</u>	<u>Treated – Per Ton, Dump</u>
CARGILL	\$54.15	\$62.28
COMPASS MINERALS	\$45.97	NO BID
MORTON SALT, INC.	\$53.62	NO BID
DETROIT SALT COMPANY	NO BID	

CARGILL, INC. SALT, ROAD SAFETY

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

Cost for First Year (11/1/21 – 10/31/22), Untreated Sodium Chloride:

\$54.15 Per Ton, Dump Delivery \$64.15 Per Ton, Piler Delivery

Cost for First Year (11/1/21 – 10/31/22), Treated Sodium Chloride:

\$62.28 Per Ton, Dump Delivery \$72.28 Per Ton, Piler Delivery

Products Bid:

Sodium Chloride for Ice Control & Enhanced Clearlane Deicer

80% Contractual Minimum/140% Maximum:

Yes

Second and Third Year Optional Extensions:

Yes

Guaranteed Delivery Within 24-72 Hours?

Yes

Minimum Order?

Yes.....Quantity: 22 Tons/Dump 200 Tons/Piler

Exceptions:

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

Name & Address of Bidder:

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

Contact:

Rob Wilder, Customer Care Representative
Salt_CustomerCareRoadSafety@Cargill.com

COMPASS MINERALS

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

Cost for First Year (11/1/21 – 10/31/22), Untreated Sodium Chloride:

\$45.97 Per Ton, Dump Delivery

\$52.97 Per Ton, Piler Delivery

Cost for First Year (11/1/21 – 10/31/22), Treated Sodium Chloride:

No Bid

No Bid

Products Bid:

Untreated Sodium Chloride

80% Contractual Minimum/140% Maximum:

Yes

Second and Third Year Optional Extensions:

No

Guaranteed Delivery Within 24-72 Hours?

Yes

Minimum Order?

Yes..... Quantity: 25 Tons/Dump 400 Tons /Piler

Exceptions:

Will begin delivery within 24 hours.

Name & Address of Bidder:

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

Contact: Joel Gerdes, Director of U.S. Highway Sales
highwaygroup@compassminerals.com - Correspondence
highwayorders@compassminerals.com - Orders

MORTON SALT, INC.

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

Cost for First Year (11/1/21 – 10/31/22), Untreated Sodium Chloride:

\$53.62 Per Ton, Dump Delivery \$58.12 Per Ton, Piler Delivery

Cost for First Year (11/1/21 – 10/31/22), Treated Sodium Chloride:

No Bid No Bid

Products Bid:

Morton Bulk Safe-T-Salt

80% Contractual Minimum/140% Maximum:

Yes

Second and Third Year Optional Extensions:

Yes

Guaranteed Delivery Within 24-72 Hours?

Yes

Minimum Order?

Yes.....Quantity: 20-25 Tons /Dump 500 Tons/Piler

Exceptions:

None.

Name & Address of Bidder:

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

Contact: Anthony Patton, Director, Bulk Deicing U Government Sales
bids@mortonsalt.com

HISTORICAL PRICING FOR PURCHASING CONSORTIUM:

Year	Awarded Bidder	Price for Untreated Sodium Chloride – Dump Delivery	
2000	Cargill	\$ 22.25	
2001	Cargill	\$ 27.98	
2002	Cargill	\$ 29.43	
2003/04	Cargill	\$ 30.68	
2004/05	Cargill	\$ 30.35	
2005/06	Cargill (Extension)	\$ 31.45	
2006/07	Cargill	\$ 32.97	
2007/08	Cargill (Extension)	\$ 34.22	
2008/09	Cargill	\$ 41.06	
2009/10	Cargill (Extension)	\$ 47.21	
2010/11	Cargill (Extension)	\$ 47.21	
2011/12	Cargill	\$ 47.97	
2012/13	Cargill (Extension)	\$ 47.97	
2013/14	Cargill	\$45.38	
2014/15	Cargill (Extension)	\$49.39	
2015/16	Cargill	\$56.29	
2016/17	Cargill (Extension)	\$53.29	
2017/18	Cargill (Extension)	\$52.29	
2018/19	Cargill	\$58.71	
2019/2020	Cargill (Extension)	\$63.41	\$76.10 ClearLane
2020/2021	Cargill (Extension)	\$63.41	\$76.10 ClearLane
Apparent Low Bidder(s)			
2021/2022	Compass Minerals	\$45.97 Untreated	
	Cargill		\$62.28 ClearLane

Supplying Sodium Chloride Specifications
May 2021

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BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned Compass Minerals America Inc., as Principal and RLI Insurance Company as Surety, are hereby held and firmly bound unto the City of Brecksville, Ohio as Oblige in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on May 21, 2021, to undertake the project known as **Supplying Sodium Chloride to Municipal Purchasing Consortium.**

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

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

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

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

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

Supplying Sodium Chloride Specifications
May 2021

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Signed this 21st day of May, 2021.

PRINCIPAL:

Compass Minerals America Inc.

By: 

Title: Sales Director

SURETY COMPANY ADDRESS:

9025 N. Lindbergh Dr.

Street

Peoria, IL 61615


City

State

Zip

SURETY:

RLI Insurance Company

By: 
Attorney-in Fact
Tina Davis

SURETY AGENT'S ADDRESS:

Marsh USA Inc.

Agency Name

15 W South Temple Ste 700, Salt Lake City UT 84101

Street

State

Zip

State of Utah }
County of Salt Lake } ss:

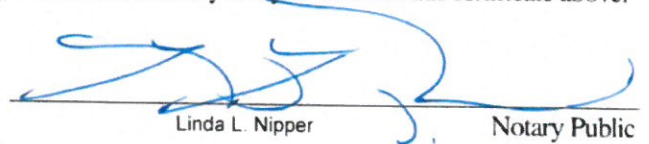
On May 21, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

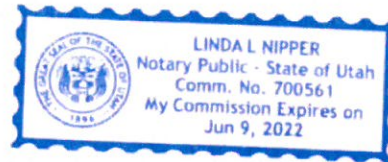
Tina Davis

known to me to be Attorney-in-Fact of RLI Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

My Commission Expires June 9, 2022


Linda L. Nipper Notary Public



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. n/a

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Tina Davis in the City of Salt Lake City, State of UT

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Compass Minerals America Inc.

Obligee: City of Brecksville, Ohio

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of

May, 2021



**RLI Insurance Company
Contractors Bonding and Insurance Company**

B. W. Davis

Barton W. Davis

Vice President

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 21st day of May, 2021.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: *Jeffrey D. Fick*

Jeffrey D. Fick

Corporate Secretary

State of Illinois

County of Peoria

} SS

On this 21st day of May, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Jacqueline M. Bockler
Jacqueline M. Bockler

Notary Public



Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/23/2021

Effective 04/02/2021

Expires 04/01/2022

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

RLI INSURANCE COMPANY

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health

Guaranteed Renewable A & H
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew-States Reasons (A&H)
Ocean Marine
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

RLI INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of \$2,314,336,744, liabilities in the amount of \$1,192,744,750, and surplus of at least \$1,121,591,994.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director





P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: support@rlicorp.com
RLISURETY.COM

RLI Insurance Company

December 31, 2020

Admitted Assets

Investments:

Fixed maturities	\$ 941,654,491
Equity securities	1,122,236,300
Short-term investments	0
Real estate	30,947,050
Properties held to produce income	0
Cash on hand and on deposit	47,740,062
Other invested assets	51,152,519
Receivables for securities	27,482
Agents' balances	86,151,757
Investment income due and accrued	7,413,030
Funds held	0
Reinsurance recoverable on paid losses	20,970,446
Federal income taxes receivable	399,789
Net deferred tax asset	0
Guarantee funds receivable or on deposit	39,285
Electronic data processing equipment, net of depreciation	608,401
Receivable from affiliates	2,556,493
Other admitted assets	2,439,639

Total Admitted Assets \$ 2,314,336,744

State of Illinois

County of Peoria

Liabilities and Surplus

Liabilities:

Reserve for unpaid losses and loss adjustment expenses	\$ 686,262,614
Unearned premiums	277,750,198
Accrued expenses	72,969,006
Funds held	350,474
Advance premiums	12,334,552
Amounts withheld	78,066,493
Remittances and items not allocated	2,245,962
Dividends declared and unpaid	28,659
Ceded reinsurance premium payable	23,810,949
Payable for securities	2,315,086
Statutory penalties	289,600
Current federal & foreign income taxes	0
Federal income tax payable	10,763,540
Borrowed money and accrued interest	0
Drafts outstanding	0
Payable to affiliate	15,714,222
Other liabilities	9,843,395

Total Liabilities \$ 1,192,744,750

Surplus:

Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	869,140,535

Total Surplus \$ 1,121,591,994

Total Liabilities and Surplus \$ 2,314,336,744

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of Ohio and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2020.

Attest:

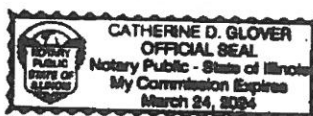


{ Corporate
Seal
Affixed }

Craig Kliethermes
Craig Kliethermes President

Olga S. Happel
Olga S. Happel Assistant Secretary

Sworn to before me this 11th day of March, 2021.



{ Notarial
Seal
Affixed }

Catherine D. Glover
Catherine D. Glover Notary Public, State of Illinois

M0058321

Supplying Sodium Chloride Specifications
May 2021

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BID FORM

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

Cost for FIRST year, Untreated Sodium Chloride:

\$ 45.97 Per Ton, Dump Delivery

\$ 52.97 Per Ton, Piler Delivery

Cost for FIRST year, Treated Sodium Chloride:

\$ No Bid Per Ton, Dump Delivery

\$ No Bid Per Ton, Piler Delivery

Products Bid: Untreated sodium chloride

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

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

Second and Third Year Optional Extensions*: Yes X No

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

Minimum Order? No. X Yes, Quantity: 25 /Dump 400 /Piler

Name & Address of Bidder:

Compass Minerals America Inc

9900 W 109th Street, Suite 100

Overland Park, KS 66210

Phone: 800-323-1641 Fax: 913-338-7945

Email: highwaygroup@compassminerals.com - correspondence
highwayorders@compassminerals.com - orders

Authorized Signature:

Joel Gerdes

(Please type or print name)

Title:

Director of U.S. Highway Sales

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

Date of Bid Submission: 5/19/2021 Last Addendum Received: none

Supplying Sodium Chloride Specifications
May 2021

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EXCEPTION SHEET

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

NAME OF BIDDER Compass Minerals America Inc.

Supplying Sodium Chloride Specifications
May 2021

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REFERENCES

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

1. Company or Municipality Name State of Ohio
Address 1980 W. Broad Street Columbus, OH 43223
Contact Name Dean Alatsis
Phone 614-466-8465 Email dean.alatsis@dot.ohio.gov
Contract Date 4/1/2020 through 4/30/2021
2. Company or Municipality Name Clermont County Engineer's Office
Address 2381 Clermont Center Drive
Contact Name Todd Slone
Phone 513-732-8869 Email tslone@clermontcountyohio.gov
Contract Date 8/1/2020 through 7/31/2021
3. Company or Municipality Name City of Monroe
Address P.O. Box 330
Contact Name Gary Morton
Phone 513-727-8953 x 1407 Email mortong@monroeohio.org
Contract Date 8/1/2020 through 7/31/2021

NAME OF BIDDER Compass Minerals America Inc

RE: City of Brecksville

City of Brecksville
9069 Brecksville Road
Brecksville, OH 44141

Compass Minerals America Inc.
Company Name

Mary Wells
Director of Tax

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

OR

Company Name _____

President/Owner

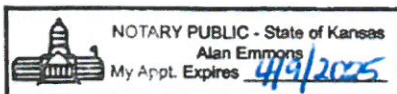
(B) The above hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for any county in the State of Ohio at the time of bid opening for the above referenced contract. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon, is \$ 0 . It is understood that the Treasurer is required to transmit this statement to the County Treasurer.

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

Mary Wells, Director of Tax SWORN TO before me and subscribed in my

presence this 19th day of May, 2021

_____, 20 21
[Signature]
 Notary Public



Supplying Sodium Chloride Specifications
May 2021

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CERTIFICATE OF COMPLIANCE

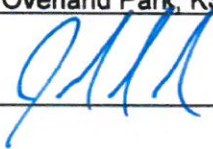
By signing this certificate, I certify that I/my company is in full compliance with the political contributions limitations established in Ohio Revised Code 3517.13, and is therefore eligible to receive a contract from each City represented in this bid, except the City of none (state NONE if no exceptions).

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

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

COMPANY NAME Compass Minerals America Inc.

ADDRESS 9900 W 109th St
Overland Park, KS 66210

AUTHORIZED SIGNATURE 

PRINTED NAME Joel Gerdes

EMAIL ADDRESS highwaygroup@compassminerals.com

DATE SIGNED 5/19/2021

.....

DESCRIPTION OF WORK TO BE PERFORMED

Supplying Sodium Chloride & Delivery When Required

Supplying Sodium Chloride Specifications
May 2021

Page 11

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of ~~Ohio~~ Kansas)
)ss
County of Johnson)

Joel Gerdes, being first duly sworn, deposes and
says that:

He/She is Director of Sales US Highway of Compass Minerals America Inc., the bidder that has
submitted the attached bid;

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

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

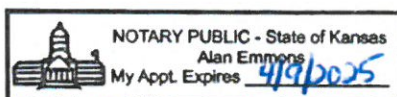
Signed: [Signature]

Title: Director of U.S. Highway Sales

Subscribed and sworn to before me this 19th day of May, 20 21.

[Signature]
Notary Public Signature

My Commission expires 4/9/2025



Supplying Sodium Chloride Specifications
May 2021

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FINDINGS FOR RECOVERY CERTIFICATION

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

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

Compass Minerals America Inc.

(Company Name)

Signature: 

Printed Name: Joel Gerdes

Title: Director of US Highway Sales

Date: 5/19/2021

Supplying Sodium Chloride Specifications
May 2021

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BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned Compass Minerals America Inc., as Principal and RLI Insurance Company as Surety, are hereby held and firmly bound unto the City of Brecksville, Ohio as Oblige in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on May 21, 20 21, to undertake the project known as **Supplying Sodium Chloride to Municipal Purchasing Consortium.**

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

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

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

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

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

Supplying Sodium Chloride Specifications
May 2021

Page 14

Signed this 21st day of May, 20 21.

PRINCIPAL:

Compass Minerals America Inc.By: Title: Sales Director

SURETY COMPANY ADDRESS:

9025 N. Lindbergh Dr.

Street

Peoria, IL 61615

City

State

Zip

SURETY:

RLI Insurance CompanyBy: 

Attorney-in Fact
Tina Davis

SURETY AGENT'S ADDRESS:

Marsh USA Inc.

Agency Name

15 W South Temple Ste 700, Salt Lake City UT 84101

Street

State

Zip

State of Utah }
 County of Salt Lake } ss:

On May 21, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

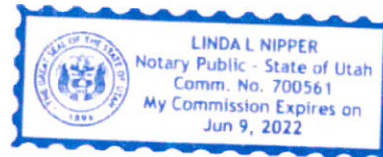
Tina Davis

known to me to be Attorney-in-Fact of RLI Insurance Company
 the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

My Commission Expires June 9, 2022


 Linda L. Nipper, Notary Public



POWER OF ATTORNEY**RLI Insurance Company
Contractors Bonding and Insurance Company**9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402Bond No. n/a**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Tina Davis in the City of Salt Lake City, State of UT.

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Compass Minerals America Inc.

Obligee: City of Brecksville, Ohio

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of

May, 2021.



State of Illinois

County of Peoria

} SS

On this 21st day of May, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



**RLI Insurance Company
Contractors Bonding and Insurance Company**

B. W. Davis
Barton W. Davis Vice President

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 21st day of May, 2021.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/23/2021

Effective 04/02/2021

Expires 04/01/2022

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

RLI INSURANCE COMPANY

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Guaranteed Renewable A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew-Stated Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	

RLI INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of \$2,314,336,744, liabilities in the amount of \$1,192,744,750, and surplus of at least \$1,121,591,994.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director





P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: support@rlicorp.com
RLISURETY.COM

RLI Insurance Company

December 31, 2020

Admitted Assets

Investments:	
Fixed maturities	\$ 941,654,491
Equity securities	1,122,236,300
Short-term investments	0
Real estate	30,947,050
Properties held to produce income	0
Cash on hand and on deposit	47,740,062
Other invested assets	51,152,519
Receivables for securities	27,482
Agents' balances	86,151,757
Investment income due and accrued	7,413,030
Funds held	0
Reinsurance recoverable on paid losses	20,970,446
Federal income taxes receivable	399,789
Net deferred tax asset	0
Guarantee funds receivable or on deposit	39,285
Electronic data processing equipment, net of depreciation	608,401
Receivable from affiliates	2,556,493
Other admitted assets	2,439,639
Total Admitted Assets	\$ 2,314,336,744

State of Illinois

County of Peoria

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 686,262,614
Unearned premiums	277,750,198
Accrued expenses	72,969,006
Funds held	350,474
Advance premiums	12,334,552
Amounts withheld	78,066,493
Remittances and items not allocated	2,245,962
Dividends declared and unpaid	28,659
Ceded reinsurance premium payable	23,810,949
Payable for securities	2,315,086
Statutory penalties	289,600
Current federal & foreign income taxes	0
Federal income tax payable	10,763,540
Borrowed money and accrued interest	0
Drafts outstanding	0
Payable to affiliate	15,714,222
Other liabilities	9,843,395
Total Liabilities	\$ 1,192,744,750
Surplus:	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	869,140,535
Total Surplus	\$ 1,121,591,994
Total Liabilities and Surplus	\$ 2,314,336,744

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of Ohio and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2020.

Attest:



{ Corporate
Seal
Affixed }

Craig Kliethermes

President

Olga S. Happel

Assistant Secretary

Sworn to before me this 11th day of March, 2021.



{ Notarial
Seal
Affixed }

Catherine D. Glover

Notary Public, State of Illinois

M0058321

Ohio**Bureau of Workers'
Compensation**30 W. Spring St.
Columbus, OH 43215**Certificate of Ohio Workers' Compensation**

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

This certificate must be conspicuously posted.

Policy number and employer
01679402

Period Specified Below
07/01/2020 to 07/01/2021

COMPASS MINERALS
9900 W 109TH ST STE 100
OVERLAND PARK, KS 66210-1436



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed

Ohio Bureau of Workers' Compensation**Required Posting**

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

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

Ohio**Bureau of Workers'
Compensation**

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

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show COMPASS MINERALS AMERICA INC., a Delaware corporation, having qualified to do business within the State of Ohio on June 1, 1990 under License No. 774029 is currently in GOOD STANDING upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 24th day of March, A.D. 2021.*

A handwritten signature in cursive script, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202108305686

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

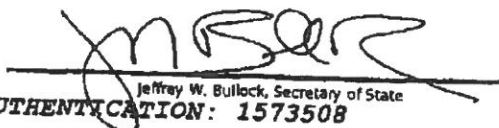
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004732

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1573508

DATE: 07-28-14

State of Delaware
 Secretary of State
 Division of Corporations
 Delivered 04:01 PM 07/28/2014
 FILED 04:01 PM 07/28/2014
 SRV 141004732 - 2149843 FILE

**STATE OF DELAWARE
 CERTIFICATE OF AMENDMENT
 OF SECOND AMENDED AND RESTATED
 CERTIFICATE OF INCORPORATION**

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of North American Salt Company resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "**FIRST**" so that, as amended, such Article shall be and read as follows:

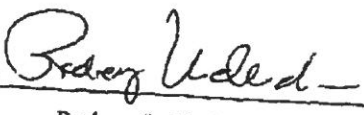
FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28th day of July, 2014.

By: 
 Rodney L. Underdown
 Chief Financial Officer and Secretary

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS AMERICA INC.**

March 10, 2021

The undersigned, being all of the members of the board of directors of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Kevin S. Crutchfield
James D. Standen
S. Bradley Griffith
Mary L. Frontczak
Luis E. Montiel
Jon Schnieders
Bill Crooks
Joel Gerdes
Joe Uriell
Ryan Royer
Sean Lierz
Harrison Green
Austin Welch
Matthew Denner
Teresa Wilde
Zoe Vantz

President and CEO
Chief Financial Officer
Chief Commercial Officer
Chief Legal and Administrative Officer and Corporate Secretary
Vice President, Finance and Treasurer
Vice President, Salt
Director, Customer Service
Director, U.S. Highway Sales
Director, Sales Industrial
National Sales Manager
Highway Sales Senior Manager
Highway Sales Manager
Highway Sales Manager
Sales Manager
Sales Manager
Assistant Secretary

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.


James D. Standen

Zoe A. Vantzor

Signature page to UWC – CMA Hwy Sales Authorized Signatories

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

James D. Standen



Joe A. Vantzor

Signature page to UWC – CMA Hwy Sales Authorized Signatories

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Compass Minerals America Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) > _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) > _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9900 West 109th Street, Suite 100

6 City, state, and ZIP code
Overland Park, KS 66210

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

4	8	-	1	0	4	7	6	3	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person > Mary Wells

Date > March 24, 2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CREDIT INFORMATION

FIRM NAME:	Compass Minerals America Inc.	PHONE:	(913) 344-9100
PRINCIPAL ADDRESS:	9900 W. 109 th St., Suite 100 Overland Park, Kansas 66210	FEDERAL ID CODE:	48-1047632
MAILING ADDRESS:	Same	DATE INCORPORATED:	01/21/88
OTHER LOCATIONS:	Chicago, IL; Duluth, MN; Ogden, UT; Lyons, KS; Cote Blanche, LA; Buffalo, NY	DATE STARTED:	1917
		TYPE OF BUSINESS:	Manufacturing

OFFICERS:

Kevin S. Crutchfield	President and CEO
James D. Standen	Chief Financial Officer
S. Bradley Griffith	Chief Commercial Officer
George J. Schuller, Jr.	Chief Operations Officer
Mary L. Frontczak	Chief Legal and Administrative Officer and Corporate Secretary
Luis E. Montiel	Vice President, Finance and Treasurer
Gary R. Gose	Vice President, Tax and Assistant Secretary
Zoe A. Vantzog	Assistant Secretary
Kelley A. Schnieders	Assistant Secretary

TRADE REFERENCES:

Wheeler Machinery Co.
4901 W 2100 S
West Valley City, UT 84120
account-coordinators@wheelercat.com
801-978-1850 (fax)

H&E Equipment LLC
7500 Pecue Lane
Baton Rouge, LA 70809
225-756-3602
225-756-3621 (fax) attn. Teresa
tlalonde@he-equipment.com

Prince Agri Products
Contact: Kathy Irvin
229 Radio Road
Quincy, IL 62305
(217) 592-1332
(217) 223-2808 (fax)

Salerno Packaging Inc.
c/o Inteplast Credit
9 Peach Tree Hill Road
Livingston NJ 07039
973-740-8205 (Fax)

BANK REFERENCES:

JP Morgan Chase
One Chase Plaza, 7th Floor
New York, NY 10005

Account No.: 581776991
Contact: Credit Reference Group
Tel: (817) 399-7201
Fax: (817) 345-3794 or 3795

RESALE / EXEMPTION STATUS:

Exemption certificates provided upon request for items which are incorporated as an ingredient or component part of other tangible personal property to be produced for ultimate sale at retail by manufacturing, processing or fabricating.



Goderich - US Bulk Deicing Salt

Product Data Sheet

Production Location

Goderich, Ontario - Canada

Product Description

Rock salt obtained by conventional mining methods, crushed and screened to size.

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - 1220 kg/m³ (76 lbs/ft³), average particle size 0.011"

Admixture

Yellow Prussiate of Soda (YPS) added - If requested by customer

Sodium Chloride	NaCl	(%)	98.5	94.1 - 99.9
Calcium Sulfate	CaSO ₄	(%)	2.7	0.0 - 4.5
Calcium Chloride	CaCl ₂	(%)	0.00	0.00 - 0.01
Magnesium Chloride	MgCl ₂	(%)	0.03	0.00 - 0.08
Sodium Sulphate	NaSO ₄	(%)	0.00	0.00 - 0.03
Moisture		(%)	0.3	0.00 - 1.1
Water Insolubles		(%)	0.8	0.1 - 1.5
Calcium	Ca	ppm	7945	2649 - 13247
Magnesium	Mg	ppm	224	0 - 204
Sulphate	SO ₄	ppm	19051	6350 - 31752

TYPICAL SCREEN ANALYSIS

% Passing (99.7% Confidence)

0.500	0.500	0.500	99.8	98.9 - 100
3/8	0.375	0.374	97.2	93.5 - 100
4	4	0.187	78.6	63.6 - 89.6
5	5	0.093	47.8	34.3 - 80.9
16	14	0.046	27.3	18.4 - 38.2
30	25	0.023	15.6	9.7 - 21.5

Average Particle Size 0.011 inches (7.25 mesh)

Packaging

UPC Code	Product Code	New Product Code	Bag Size (Lbs.)
	6615	613544	Bulk

Compass Minerals America Inc.
9900 West 109th Street - Suite 100
Overland Park, KS 66210
Phone 800 323-1641 Fax 800 359-7258

This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s).

March 2019



Deicing Salt

Product Data Sheet

Production Location

Cote Blanche, Louisiana-USA

Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size.
- No more than 15% of product passes 30-mesh screen

Chemical Analysis

Constituent	Formula		Typical %	Range
Sodium Chloride	NaCl	(%)	98.44	98.2 - 99.2
Calcium Sulfate	CaSO ₄	(%)	1.27	0.38 - 1.7
Calcium Chloride	CaCl ₂	(%)	0.03	0 - 0.24
Magnesium Chloride	MgCl ₂	(%)	0.01	0 - 0.04
Water Insolubles		(%)	0.2	0.00 - 0.77
Calcium	Ca	ppm	3837	860 - 5535
Magnesium	Mg	ppm	35.5	0 - 101
Sulfate	SO ₄	(%)	9265	2371 - 12273
Moisture	H ₂ O	(%)	0.19	0 - 1

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - (72 lbs/ft³)

Admixture

Yellow Prussiate of Soda (YPS) added to a max of 50 ppm

Typical Screen Data

U.S.S. Mesh	Tyler Mesh	Open (Inches)	Typical % Passing	Range % Passing
3/4	0.375	0.375	100	100
1/2	1/2	0.5	99.6	98.1 - 100
0.375	0.375	0.375	95.3	87 - 100
4	4	0.1875	73.4	40 - 100
8	8	0.0937	42.2	5 - 80
16	14	0.0464	19.2	0 - 40
30	28	0.0234	8.5	0 - 20

Average particle size 0.162 inches (5.11 mesh)

Packaging

Bag Size	UPC Code	Old Product Code	New SKU
Bulk	0 67568-76080 7	7608	513624

Compass Minerals
9900 West 109th Street Suite 100
Overland Park, KS 66210 800-755-7258
Fax 800-359-7258



SAFETY DATA SHEET

1. Product and Company Identification

Product Identifier	Salt
Other means of Identification	American Backwoods Animal Nutrition Products Sodium Chloride Sifto Safe Step Standard Salt Sifto Ice Salt Sifto Sodium Chloride Sifto Safe Step EnviroGuard QwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue Safe Step 3300 Aspen Aspen Blue Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue EconoBlend 370 Winter Storm Winter Storm Blue Safe Step Pro Series 550 Safe Step Pro Series 570 Safe Step 6300 Enviro Blend Safe Step Pro Series 960 Choice Formula Safe Step Sure Paws Sifto Safe Step Sure Paws American Stockman Animal Nutrition Products Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products Salt brine Thawrox Treated salt Commercial bulk rock salt Safe Step Pro Series 950 MaxiFonte Solar salt Canadian Stockman Animal Nutrition products Sifto pool salt Crystal Plus
Recommended use	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer	Compass Minerals USA Inc. 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US 913-344-9200 CHEMTREC 1-800-424-9300 CANUTEC 1-613-996-6668

2. Hazards Identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
OSHA defined hazards	Not classified.
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The product and/or mixture does not meet the criteria for classification.

Precautionary statement	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials, i.e. strong oxidizing agents (see Section 10)
Disposal	Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

3. Composition/Information on Ingredients

Mixture	
Composition comments	The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.

4. First Aid Measures

Inhalation	Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.

5. Fire Fighting Measures

Suitable extinguishing media	Salt and salt mixtures are non-combustible.
Unsuitable extinguishing media	Not applicable.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Use appropriate firefighting PPE as a general precaution.
Fire-fighting equipment/instructions	Salt is not combustible and is thus not the material of concern for firefighting equipment or methods.
Specific methods	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
General fire hazards	No unusual fire or explosion hazards noted.
Hazardous combustion products	Chlorine, Hydrogen chloride, Oxides of sodium.
Explosion data	
Sensitivity to mechanical impact	Not available.
Sensitivity to static discharge	Not available.

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Restrict area to facilitate clean up.
Methods and materials for containment and cleaning up	Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid direct release into waterways and sewers.

7. Handling and Storage

Precautions for safe handling	Use care in handling/storage. Avoid breathing dust.
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Conditions for safe storage,
including any incompatibilities

Store in original tightly closed container. Store away from incompatible materials, i.e., strong oxidizing agents (see Section 10)

8. Exposure Controls/Personal Protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	<p>TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.</p> <p>TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.</p> <p>Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.</p>
Individual protection measures, such as personal protective equipment	
Eye/face protection	Safety glasses if eye contact is possible.
Skin protection	
Hand protection	If there is constant skin contact, rubber gloves are recommended.
Other	Wear suitable protective clothing.
Respiratory protection	No personal respiratory protective equipment normally required
Thermal hazards	Not applicable.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment.

9. Physical and Chemical Properties

Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	Varies
Odor	Odorless
Odor threshold	Not applicable
pH	6 - 8 (Neutral)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable
Vapor pressure	Not applicable
Vapor density	Not applicable
Relative density	Not applicable
Solubility(ies)	Not available.
Auto-ignition temperature	Not applicable

Decomposition temperature	Not applicable
Viscosity	Not applicable

10. Stability and Reactivity

Reactivity	None known.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	Chlorine gas. Hydrogen chloride. Oxides of sodium.

11. Toxicological Information

Information on likely routes of exposure

Ingestion	Expected to be a low ingestion hazard.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.
Symptoms related to the physical, chemical and toxicological characteristics	Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	Not classified.
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Product	Species	Test Results
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Salt (CAS Mixture)

Acute

Inhalation

LC50

Rat

21 mg/L, estimated

Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
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Exposure minutes	Not available.
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Erythema value	Not available.
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Oedema value	Not available.
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Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.
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Corneal opacity value	Not available.
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Iris lesion value	Not available.
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Conjunctival reddening value	Not available.
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Conjunctival oedema value	Not available.
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Recover days	Not available.
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Respiratory or skin sensitization

Respiratory sensitization	Not available.
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Skin sensitization	This product is not expected to cause skin sensitization.
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Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
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Mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
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Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
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Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
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Teratogenicity	Not classified.
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Specific target organ toxicity - single exposure	Not classified.
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Specific target organ toxicity - repeated exposure	Not classified.
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Aspiration hazard	Not classified.
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Chronic effects	Not classified.
Further information	This product has no known adverse effect on human health.
Name of Toxicologically Synergistic Products	Not available.

12. Ecological Information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal Considerations

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

14. Transport Information

U.S. Department of Transportation (DOT)	Not regulated as dangerous goods.
Transportation of Dangerous Goods (TDG - Canada)	Not regulated as dangerous goods.

15. Regulatory Information

Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.
WHMIS status	Not Controlled
US federal regulations	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	
Not regulated.	
CERCLA Hazardous Substance List (40 CFR 302.4)	
Not listed.	
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)	
Not regulated.	
Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List	
Not regulated.	
Superfund Amendments and Reauthorization Act of 1986 (SARA)	
Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	No
SARA 313 (TRI reporting)	
Not regulated.	

Other federal regulations

Safe Drinking Water Act (SDWA) Not regulated

Food and Drug Administration (FDA) Not regulated.

US state regulations

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

US. Massachusetts RTK - Substance List

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Not regulated.

US. Rhode Island RTK

Not regulated

Inventory status

Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	
Canada	Non-Domestic Substances List (NDSL)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	No

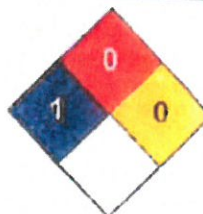
*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other Information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

Disclaimer

HEALTH	/ 1
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X



The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date

28-September-2015

Effective date

01-August-2014

Expiry date

01-August-2017

Further information

Not available.

Prepared by

Dell Tech Laboratories, Ltd. Phone (519) 858-5021

Other information

This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS).
This SDS conforms to the ANSI Z400 1/Z129 1-2010 Standard.

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Cargill, Incorporated - Salt, Road Safety
 _____ of 24950 Country Club Blvd., #450, North Olmstead, OH 44070

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

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

(hereinafter called the Obligee) in the penal sum of Three hundred forty four thousand fifty two
dollars and .80/100 ***** Dollars \$344,052.80)

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

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

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

Signed and sealed this 19th day of MAY, 2021

Brittany M. Schwarz
 BRITTANY SCHWARZ Witness
 CUSTOMER CARE REPRESENTATIVE

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

Rob Wilder
 ROB WILDER Title
 CUSTOMER CARE REPRESENTATIVE

Ann Kloempken
 Ann Kloempken Witness

Liberty Mutual Insurance Company

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



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7403594

American Fire and Casualty Company
The Ohio Casualty Insurance CompanyLiberty Mutual Insurance Company
West American Insurance Company**POWER OF ATTORNEY**

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

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

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



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of May, 2021.



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

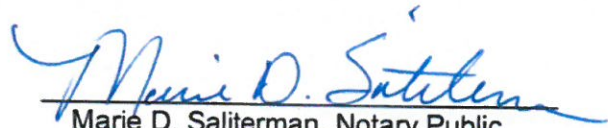
Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

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

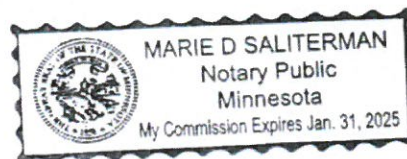
Acknowledgment

STATE OF MINNESOTA }
 } ss.
COUNTY OF HENNEPIN }

On this 19th day of May, 2021, before me a Notary Public within and for said County, personally appeared S. R. DONOVAN to me personally known, who being by me duly sworn did say that she is the Attorney-in-Fact of LIBERTY MUTAL INSURANCE COMPANY, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said S. R. DONOVAN acknowledged said instrument to be the free act and deed of said corporation.


Marie D. Saliterman, Notary Public

My Commission Expires: 1/31/2025



Supplying Sodium Chloride Specifications
May 2021

Page 6

BID FORM

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

Cost for FIRST year, Untreated Sodium Chloride:

\$54.15 Per Ton, Dump Delivery

\$64.15 Per Ton, Piler Delivery

Cost for FIRST year, Treated Sodium Chloride:

\$62.28 Per Ton, Dump Delivery

\$72.28 Per Ton, Piler Delivery

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

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

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

Second and Third Year Optional Extensions*: ☒ Yes ☐ No

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

Minimum Order? ☐ No ☒ Yes, Quantity: 22 /Dump 200 /Piler

Name & Address of Bidder:

Cargill, Incorporated- Salt, Road Safety

24950 Country Club Blvd., Suite 450

North Olmsted, Ohio 44070

Phone: (800)600-7258 Fax: (440)716-0763

Email: Salt_CustomerCareRoadSafety@Cargill.com

Authorized Signature:

Rob Wilder

Rob Wilder

(Please type or print name)

Title:

Customer Care Representative

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

Date of Bid Submission: May 19th, 2021 Last Addendum Received: N/A

**Supplying Sodium Chloride Specifications
May 2021**

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EXCEPTION SHEET

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

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

NAME OF BIDDER Cargill, Incorporated- Salt, Road Safety

Supplying Sodium Chloride Specifications ***Please see attached.
May 2021

Page 8

REFERENCES

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

1. Company or Municipality Name _____
 Address _____
 Contact Name _____
 Phone _____ Email _____
 Contract Date _____

2. Company or Municipality Name _____
 Address _____
 Contact Name _____
 Phone _____ Email _____
 Contract Date _____

3. Company or Municipality Name _____
 Address _____
 Contact Name _____
 Phone _____ Email _____
 Contract Date _____

NAME OF BIDDER Cargill, Incorporated- Salt, Road Safety



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

CUSTOMER REFERENCES

CITY OF CLEVELAND, OHIO

Randall Scott, Acting Commissioner
Division of Streets
601 Lakeside City Hall R25
Cleveland, OH 44114
PHONE 216-664-2093

STATE OF KENTUCKY

Randi Vint, Transportation Engineer II
11234 Wilkinson Blvd.
Frankfort, KY 40622-0001
PHONE 859-246-2355

STATE OF OHIO

Jack Marchbanks, Ph. D., Director
1980 West Broad St.
Columbus, OH 43223
PHONE 614-728-2071

STATE OF WEST VIRGINIA

Sherry Rowan, Administrative Services Asst. III
Bldg 5 Rm A-350
1900 Kanawha Blvd., East
Charleston, WV 25305
PHONE 304-558-2901



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

Clearlane® Enhanced Deicer References

- 1) Town of Newington (CT)
Contact: Tom Molloy
131 Cedar St
Newington, CT 06111
Ph# (860) 667-5810
- 2) Town of Webster (MA)
Contact: Kenneth Pizzetti
23 Cudworth Rd.
Webster, MA 01570
Ph# (508) 949-3862
- 3) City of St. Paul (MN)
Contact: Chris Reese- Street Maintenance Supervisor III
873 North Dale Street
St. Paul, MN 55103
Ph# (651) 261-9703
- 4) City of Noblesville (IN)
Contact: Patty Johnson
1575 Pleasant Street
Noblesville, IN 46060
Ph# (317) 776-6348 ext. 113
- 5) City of Bloomington (IN)
Contact: Joe Vandeventer
1981 South Henderson
Bloomington, IN 47401
Ph# (812) 327-3336
- 6) City of Indianapolis (IN)
Contact: Steve Pruitt
1725 South West St
Indianapolis, IN 46225
Ph# (317) 327-2912
- 7) Abraxus Snow Removal (OH)
Contact: Frank Dedon
P.O. Box 30550
Cleveland, OH 44130
Ph# (216) 244-6793

RE: City of Brecksville

Bid: Supplying Sodium Chloride in 2021/2022
Personal Property Tax Certification
Required by Ohio Revised Code
Section 5719.042

City of Brecksville
9069 Brecksville Road
Brecksville, OH 44141

Dear Sir:

Cargill, Incorporated- Salt, Road Safety
Company Name

~~President/Owner~~
Strategic Market Director, AVP, Road Safety

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

OR

Company Name

President/Owner

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

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

Sarah Liederbach _____ SWORN TO before me and subscribed in my
presence this 19th _____ day of May _____, 2021

Notary Public Brittany M. Schwarz



Brittany M Schwarz
Navy Nurse - Ohio
Commission Expires
May 07, 2024

Supplying Sodium Chloride Specifications
May 2021

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CERTIFICATE OF COMPLIANCE

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

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

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

COMPANY NAME	<u>Cargill, Incorporated- Salt, Road Safety</u>
ADDRESS	<u>24950 Country Club Blvd., Suite 450</u>
	<u>North Olmsted, Ohio 44070</u>
AUTHORIZED SIGNATURE	<u><i>Rob Wilder</i></u>
PRINTED NAME	<u>Rob Wilder</u>
EMAIL ADDRESS	<u>Salt_CustomerCareRoadSafety@Cargill.com</u>
DATE SIGNED	<u>May 19th, 2021</u>

.....

DESCRIPTION OF WORK TO BE PERFORMED

Supplying Sodium Chloride & Delivery When Required

Supplying Sodium Chloride Specifications
May 2021

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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Ohio)
)ss
County of Medina)

Rob Wilder _____, being first duly sworn, deposes and
says that:

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

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

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

Signed: Rob Wilder
Title: Customer Care Representative

Subscribed and sworn to before me this 19th day of May, 2021.

Brittany M. Schwarz
Notary Public Signature

My Commission expires 05/07/2024



Brittany M. Schwarz
Notary Public - Ohio
My Commission Expires
May 07, 2024

Supplying Sodium Chloride Specifications
May 2021

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FINDINGS FOR RECOVERY CERTIFICATION

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

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

Cargill, Incorporated- Salt, Road Safety

(Company Name)

Signature:

Rob Wilder

Printed Name: Rob Wilder

Title: Customer Care Representative

Date: May 19th, 2021

POWER OF ATTORNEY
Cargill, Incorporated – Salt, Road Safety

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

Jim Anderson	Nadine Gilbert	Raven Mitchell
Thomas Bowling	Jim Hart	Jamie Napier
Pamela S. Burcewicz	Gail Hubbell	Angele Peterson
Heather Campbell	Brittney Ingold	John Petryszyn
Deseree Caver	Kaitlyn L. Jackson	Kristen Rekstad
Patrick Connaughton	Tom Juhasz	Dana Richardson
Sara Cope	Mary Kleiner	Sean M. Riley
Terri Costanzo	Amanda Knaus	Christine M. Rupert
Scott Cote	Celeste Knittle	Anna Sarley
Lori Davidson	Denise A. Koch	Brittany Schwarz
Jean Davis	Sarah Liederbach	Ashley Sliffe
Tony DiPietro	Alison Marincek	George Varga
Adam Donegan	Mary Meehan	Rob Wilder
Katelyn Duché	Carrie Messer	Roger Wilson
Ryan English	Bill Miller	Chet Womack
Chris Gampfer		

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

IN WITNESS WHEREOF, Cargill, Incorporated has caused these presents to be signed by its Vice President, Cargill Salt, and its Assistant Corporate Secretary, and its Corporate Seal to be hereunto affixed this 4th day of August, 2020.

Cargill, Incorporated

DocuSigned by:

By: Christine Rupert
 2CA11E3A2D5548A
 Christine Rupert, Vice President, Cargill Salt

DocuSigned by:

Attest: Lakeeta Hill
 2DCBE106AE0B
 Lakeeta M. Hill, Assistant Corporate Secretary

15934471

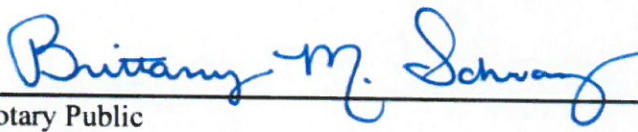
STATE OF OHIO

) ss

COUNTY OF MEDINA

On May 19th, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Rob Wilder known to me to Attorney-in-Fact of CARGILL, INCORPORATED, the Corporation described in and that executed the within and fore-going instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation; and he duly acknowledged to me that such corporation executed the same.

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



Notary Public

Supplying Sodium Chloride Specifications
May 2021

Page 6

BID FORM

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

Cost for FIRST year, Untreated Sodium Chloride:

\$ 53.62 Per Ton, Dump Delivery

\$ 58.12 Per Ton, Piler Delivery

Cost for FIRST year, Treated Sodium Chloride:

\$ No Bid Per Ton, Dump Delivery

\$ No Bid Per Ton, Piler Delivery

Products Bid: Morton Bulk Safe-T-Salt

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

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

Second and Third Year Optional Extensions*: X Yes No

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

Minimum Order? No. X Yes, Quantity: 20-25 /Dump 500 tons/Piler tons

Name & Address of Bidder:

Morton Salt, Inc.

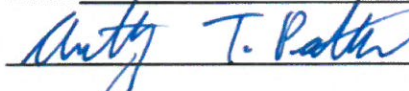
444 West Lake Street, Suite 3000

Chicago, IL 60606

Phone: 855-665-4540 Fax: 312-896-9208

Email: bids@mortonsalt.com

Authorized Signature:



Anthony T. Patton
(Please type or print name)

Title:

Director, Bulk Deicing US Government Sales

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

Date of Bid Submission: 5/19/2021 **Last Addendum Received:**

Supplying Sodium Chloride Specifications
May 2021

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EXCEPTION SHEET

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

NAME OF BIDDER Morton Salt, Inc.

REFERENCES

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

1. Company or Municipality Name Mahoning County
Address 940 Bears Den Rd, Youngstown, OH 44511
Contact Name Ed Janczewski
Phone 330-799-1581 x8105 Email ejanczewski@mahoningcountyoh.gov
Contract Date 5/1/2020 - 4/30/2021

2. Company or Municipality Name City of Cincinnati
Address 5150 Crookshank Rd, Cincinnati, OH 45238
Contact Name Chris Oser
Phone (513) 352-5416 Email christopher.oser@cincinnati-oh.gov
Contract Date 10/26/2020 - 10/25/2021

3. Company or Municipality Name Ohio DOT
Address 1980 W. Broad Street, Columbus, OH 43223
Contact Name Dean Alatsis
Phone 614-466-8465 Email Dean.Alatsis@dot.ohio.gov
Contract Date 05/27/2020-04/30/2021

NAME OF BIDDER Morton Salt, Inc.

Supplying Sodium Chloride Specifications
May 2021

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CITY OF BRECKSVILLE BIDDER'S AFFIDAVIT PERSONAL PROPERTY TAX DELINQUENCY

RE: City of Brecksville

Bid: Supplying Sodium Chloride in 2021/2022
Personal Property Tax Certification
Required by Ohio Revised Code
Section 5719.042

City of Brecksville
9069 Brecksville Road
Brecksville, OH 44141

Dear Sir:

Morton Salt, Inc.

Company Name

Anthony T. Patton

Director, Bulk Deicing US Government Sales

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

OR

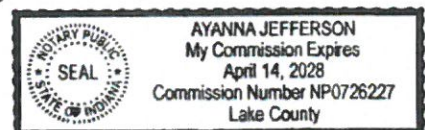
Company Name

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

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

Anthony T. Patton SWORN TO before me and subscribed in my
Anthony T. Patton, Director, Bulk Deicing US Government Sales
presence this 19th day of May, 2021

Notary Public



Supplying Sodium Chloride Specifications
May 2021

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CERTIFICATE OF COMPLIANCE

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

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

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

COMPANY NAME	<u>Morton Salt, Inc.</u>
ADDRESS	<u>444 West Lake Street, Suite 3000</u> <u>Chicago, IL 60606</u>
AUTHORIZED SIGNATURE	<u></u>
PRINTED NAME	<u>Anthony T. Patton</u> <u>Director, Bulk Deicing US Government Sales</u>
EMAIL ADDRESS	<u>bids@mortonsalt.com</u>
DATE SIGNED	<u>5/19/2021</u>

.....

DESCRIPTION OF WORK TO BE PERFORMED

Supplying Sodium Chloride & Delivery When Required

Supplying Sodium Chloride Specifications
May 2021

Page 11

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Indiana)
County of Lake)ss

Anthony T. Patton, being first duly sworn, deposes and says that:

He/She is Director, Bulk Deicing
US Government Sales of Morton Salt, Inc., the bidder that has submitted the attached bid;

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

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

Signed:

Anthony T. Patton

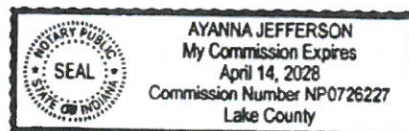
Title:

Director Bulk Deicing US Government Sales

Subscribed and sworn to before me this 19th day of May, 2021.

[Signature]
Notary Public Signature

My Commission expires _____



FINDINGS FOR RECOVERY CERTIFICATION

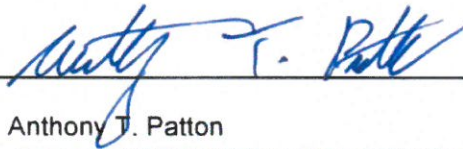
I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved.

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

Morton Salt, Inc.

(Company Name)

Signature:



Printed Name: Anthony T. Patton

Title: Director, Bulk Deicing US Government Sales

Date: 5/19/2021

Supplying Sodium Chloride Specifications
May 2021

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BID GUARANTY AND CONTRACT BOND

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

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

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

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

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

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

Supplying Sodium Chloride Specifications
May 2021

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Signed this _____ day of _____, 20____.

PRINCIPAL:

SURETY COMPANY ADDRESS:

Street

By: _____

Title: _____

City

State

Zip

SURETY:

SURETY AGENT'S ADDRESS:

Agency Name

By: _____

Attorney-in Fact

Street

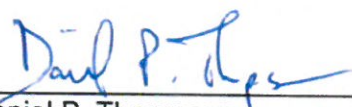
State

Zip

CERTIFICATION

I, Daniel P. Thompson, Assistant Secretary of Morton Salt, Inc., a Delaware corporation (the "Company") hereby certify that:

1. Attached hereto is a true and correct copy of the delegation of authority signed by Mark L. Roberts and Timothy McKean of Morton Salt, Inc. effective January 1, 2020 for the Company's bulk deicing sales contracts, issued pursuant to the authority granted in the resolutions duly adopted on January 1, 2020 by the Board of Directors of the Company; said resolutions not having been amended or revised in any manner and being in full force and effect as of the date hereof.
2. Mark L. Roberts is the President and Chief Executive Officer of Morton Salt, Inc. and Timothy McKean is the Vice President, Treasurer and Chief Financial Officer of Morton Salt, Inc. as of the date hereof, and as such are the duly authorized signatories of the delegation of authority described in 1. above.



Daniel P. Thompson
Assistant Secretary
Morton Salt, Inc.

Dated: 5/19/2021

EXHIBIT A**DELEGATION OF AUTHORITY FOR BULK DEICING/ICE CONTROL CONTRACTS UNDER THE CORPORATE RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS OF MORTON SALT, INC. ON JANUARY 1, 2020**

Morton Salt, Inc. requires the signature of two authorized representatives of Morton Salt, Inc. for all of its contracts for the sale of bulk deicing/ice control ("BDI") products, with the first signatory having the requisite dollar authority level to sign.

Pursuant to the Delegation of Authority and Power of Attorney granted pursuant to the resolutions adopted by the Board of Directors of Morton Salt, Inc. on January 1, 2020, any two of the following employees of Morton Salt, Inc. are authorized to execute and deliver contracts and related documents for the sale of bulk-deicing or ice control ("BDI") products based on the total Contract Value, which is defined as the amount of sales revenue (price per ton multiplied by number of tons) for the entire contract term, not including any early termination rights or optional renewal terms:

First or Second signatory: Any of the following individuals may sign as a First Signatory in accordance with their corresponding dollar authority level based on total Contract Value, or as a Second Signatory regardless of their dollar authority level.	
Title/Job Position	Maximum Dollar Authority based on Contract Value
Chief Executive Officer	Unlimited
Chief Financial Officer, Vice President & Treasurer	\$50,000,000
Vice President, General Counsel & Secretary	\$50,000,000
Vice President, Bulk Deicing Sales and Marketing	\$25,000,000
Director, Bulk Deicing US Government Sales	\$10,000,000
Director, Bulk Deicing US Commercial Sales	\$5,000,000

Second Signatory only: The following individuals may sign <u>only as the Second Signatory</u> , along with a First Signatory from the table above, who has the requisite dollar authority based on total Contract Value.	
Title/Job Position	Authority (no dollar amount)
Director, Bulk Deicing Marketing	May sign only as a second signatory
Manager, Business Process Improvement & Marketing Technology	May sign only as a second signatory
Manager, US Communities Bidding & Reporting	May sign only as a second signatory
Manager, Innovation & Special Projects	May sign only as a second signatory

**DELEGATION OF AUTHORITY AND POWER OF ATTORNEY
UNDER THE RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS
ON JANUARY 1, 2020**

For Morton Salt, Inc.

Pursuant to the authority granted by the Resolutions adopted by the Board of Directors of Morton Salt, Inc. ("MSI") on January 1, 2020 and in accordance with MSI's Delegation of Authority Policy, we hereby issue and adopt the Delegation of Authority Signature Authorization matrix attached hereto as Exhibit A, which designates the persons (by position or job title) authorized to sign and execute certain types of contracts and documents on behalf of MSI and the corresponding authority amounts for each such authorized signatory.

Effective Date: January 1, 2020

Morton Salt, Inc.



Mark L. Roberts
President and Chief Executive Officer

Morton Salt, Inc.



Timothy McKean
Vice President, Treasurer and Chief Financial Officer

INTRODUCED BY:

ORDINANCE NO. 2021-133

AN ORDINANCE AMENDING SECTION 618.14, "HUNTING PROHIBITED", OF THE CODIFIED ORDINANCES OF THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has requested an amendment to allow for a Deer Management Program in the City of Beachwood, Ohio; and

WHEREAS, this Council desires to adopt the recommended amendment to 618.14.

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

Section 1: Existing Section 618.14, "Hunting Prohibited", of the Codified Ordinances of the City of Beachwood, Ohio, be and the same is hereby amended to read and provide, in its entirety, as follows new language is in **bold**:

618.14 HUNTING PROHIBITED.

" The hunting of animals or fowl within the Municipality is prohibited **except when specifically authorized by a Deer Management Program**. No person shall hunt, kill or attempt to kill any animal or fowl by the use of firearms or any other means **unless specifically authorized under the operations of a Deer Management Program**.
(Ord. 1969-54. Passed 7-7-69.)."

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

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

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

ORDINANCE NO. 2021-133

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 4th day of October, 2021, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 5th day of October, 2021.

Clerk

Approval: I have approved this legislation this 5th day of October, 2021 and filed it with the Clerk.

Mayor