



**City of Brecksville, Ohio**  
**City Council Regular Meeting**  
Ralph W. Biggs City Council Chambers  
June 16, 2026 – 8:00 PM

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least three days prior to the meeting at (440)526-2609.

## AGENDA

To listen to the live stream of the meeting please go to the City's Agenda & Minutes link on the website: <https://brecksvilleoh.portal.civicclerk.com/>. Questions and comments may be e-mailed to [ttabor@brecksville.oh.us](mailto:ttabor@brecksville.oh.us) or by phone to (440) 526-2609 and will be forwarded to the appropriate personnel for a response.

### Call to Order

### Pledge of Allegiance

### Roll Call

### Approval of Minutes

#### 1. Approval of June 2, 2026 City Council Minutes

### Unfinished Business

### New Business

1. ORD. 5869 - an Ordinance to amend Ordinance No. 5829, making appropriations for current expenses of the City of Brecksville during the fiscal year ending December 31, 2026, making necessary appropriation and revenue adjustments; and declaring an emergency
2. ORD. 5870 - an Ordinance amending Ordinance No.5858 to include the manufacturer's name and correct the Sourcewell contract no.; and declaring an emergency
3. ORD. 5871 - an Ordinance accepting the bid of ProQuality Land Development, Inc. dba Pro Quality Development, Inc. DBA ProQuality Demolition for the demolition of Central School; and declaring an emergency
4. RES. 5793 - a Resolution authorizing the City of Brecksville Fire Chief to complete the grant process for the FY 2025 Assistance to Firefighters Grant; and declaring an emergency.
5. RES. 5794 - a Resolution authorizing a five year renewal of the CivicPlus Statements of Work (SOW) and Master Services Agreement for Municipal Websites, formerly CivicEngage; Social Media Archiving, formerly ArchiveSocial; Mass Notification, formerly CivicReady; and SeeClickFix; and declaring an emergency.
6. RES. 5795 - a Resolution Establishing the Continuing Professional Training Fund; and declaring an emergency.

7. RES. 5796 - a Resolution adopting the alternate format Tax Budget for the year 2027; and declaring an emergency.
8. RES. 5797 - a Resolution authorizing the Mayor to enter an agreement with Simple Recycling for a Clothing Municipal Dropbox program; and declaring an emergency.
9. RES. 5798 - a Resolution authorizing the Mayor to enter into a renewal contract for Year 2 pricing for supplying of sodium chloride for the contract period from November 1, 2026 to October 31, 2027; and declaring an emergency.
10. RES. 5799 - a Resolution accepting the quote of Vance's Law Enforcement for the purchase of duty pistols, holsters and simmunition for the Police Department; and declaring an emergency.
11. RES. 5800 - a Resolution accepting a permanent Storm Sewer Easement for construction, reconstruction, operating, maintaining, repairing and replacing storm sewer facilities and appurtenances thereto in, under, across and through certain lands owned by Daniel C. McGee & Gina M. Thomas McGee and known as PPN601-23-004; and declaring an emergency
12. ORD. 5872 - an Ordinance authorizing the Mayor to enter into a Development Agreement with VA Current, LLC; and declaring an emergency
13. Liquor Permit Request - Determine the need or waive the necessity of a hearing to issue a liquor permit #00162853-2, to American Food and Vending Corp. located at 1 Innovation Parkway, Brecksville, Ohio 44141.

**Report of Council Representatives and Council Committees: Board of Zoning Appeals, Planning Commission, Recreation Commission, Human Services Advisory Board**

**Reports of Department Directors: Director of Law, Engineer, Director of Finance, Chief Building Official, Director of Human Services, Director of Service, Director of Purchasing, Chief of Police Department, Chief of Fire Department, Director of Recreation**

**Report of the Mayor**

**Adjournment**

" 'Cause a little bit of summer is what the whole year is all about. "

- John Mayer

**Mayor and Safety Director: Daryl Kingston**

**City Council Members:** Dominic Caruso, President; Beth Savage, Vice President; Dan Bender; AJ Ganim; Mark Jantzen; Ann Koepke; Brian Stucky.

**Clerk: Tammy Tabor**

MINUTES OF THE MEETING OF THE  
CITY OF BRECKSVILLE CITY COUNCIL REGULAR MEETING  
HELD: June 2, 2026

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Present: Daniel Bender, Dominic Caruso, AJ Ganim, Mark Jantzen, Ann Koepke, Beth Savage, Brian Stucky. Also Present: Law Director D. Matty, Assistant Law Director L. Sabol, Engineer G. Wise, Finance Director L. Starosta, Fire Chief M. Bender, Police Chief Korinek, Purchasing Director M. Bartkiewicz, Human Services Director Dr. Paciorek, CBO Packard, Service Director J. Kickel, Media Specialist Rylan, Clerk T. Tabor. Approximately 8 guests.**

**Absent: None**

**Approval of Minutes**

**1. Approval of May 19, 2026 City Council Minutes**

Motion for passage by Ganim, seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

Abstain: None.

MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

**New Business**

- 1. ORD. 5866 - an Ordinance to Amend Ordinance No. 5829, Making Appropriations for Current Expenses of the City of Brecksville During the Fiscal Year Ending December 31, 2026, Making Necessary Appropriation and Revenue Adjustments; and declaring an emergency**

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Resolution Ordinance 5866.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Abstain: None.

MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

- 2. ORD. 5867 - an Ordinance amending Chapter 913 titled "Cemeteries" of the Streets and Public Services Code; and declaring an emergency.**

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Ordinance 5867.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Abstain: None.

MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

- 3. ORD. 5868 - an Ordinance authorizing the purchase of a replacement sweeper from Best Equipment Co. through the Sourcewell Purchasing Program; and declaring an emergency.**

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Ordinance 5868.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Abstain: None.

MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

MINUTES OF THE MEETING OF THE  
CITY OF BRECKSVILLE CITY COUNCIL REGULAR MEETING  
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4. RES. 5789 - a Resolution authorizing the Mayor to enter into a client service agreement with [Languagers](#) Inc. for interpretation services; and declaring an emergency

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Resolution 5789.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Abstain: None.

MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

Council Member Bender was excused due to a conflict.

5. RES. 5790 - a Resolution accepting a Standard Easement for the installation and maintenance of a Water Main for circulation purposes only within the Woodland of Snowville Phase 3 Residential Development; and declaring an emergency.

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Nays: None.

Motion by Stucky, seconded by Savage, to pass Resolution 5790

Voting Yea: Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0-Nays, 0-Abstain.

Council Member Bender returned to the meeting.

6. RES. 5791 - a Resolution accepting the quote of Tyler Technologies, Inc., for the implementation of remote project management for selected Human Services modules of the Enterprise Resource Planning Software System (ERP); and declaring an emergency.

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Resolution 5791.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Abstain: None.

MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

7. RES. 5792 - a Resolution Making Necessary Transfers and Advances Between Certain Funds for the Fiscal Year Ending December 31, 2026; and declaring an emergency.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Resolution 5792.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Abstain: None.

MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

8. RES. 5793 - a Resolution authorizing an Independent Contractor Agreement with Gina Catanzarite dba Brecksville Fitness Studio, LLC for work as the Fitness Instructor, for the year 2026; and declaring an emergency.

Motion by Caruso, seconded by Ganim, to table Resolution 5793.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Abstain: None.

MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

9. RES. 5794 - a Resolution authorizing an Independent Contractor Agreement with Claudia Fontana for work as the Pickleball Instructor, for the year 2026; and declaring an emergency.

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Motion by Caruso, seconded by Ganim , to table Resolution 5794.  
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.  
Abstain: None.  
MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

- 10. RES. 5795 - a Resolution authorizing an Independent Contractor Agreement with Sobecks Tennis dba Center Court Tennis Club for work as the Tennis Partner, for the year 2026 and declaring an emergency.**

Motion by Caruso, seconded by Ganim , to table Resolution 5795.  
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.  
Abstain: None.  
MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

- 11. RES. 5796 - a Resolution authorizing an Independent Contractor Agreement with Beth Kopniske for Massage Services, for the year 2026.; and declaring an emergency.**

Motion by Caruso, seconded by Ganim , to table Resolution 5796.  
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.  
Abstain: None.  
MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

- 12. RES. 5797 - a Resolution authorizing an Independent Contractor Agreement with American Performing Arts Network, Julie Mathews for work as the Children’s Acting Instructor, for the year 2026; and declaring an emergency.**

Motion by Caruso, seconded by Ganim , to table Resolution 5797.  
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.  
Abstain: None.  
MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

- 13. RES. 5798 - a Resolution authorizing an Independent Contractor Agreement with Toni Paoletta/Paint Sip and Socialize, LLC for work as the Art Instructor, for the year 2026; and declaring an emergency.**

Motion by Caruso, seconded by Ganim , to table Resolution 5798.  
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.  
Abstain: None.  
MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

- 14. RES. 5799 - a Resolution authorizing an Independent Contractor Agreement with Jason Pierantozzi for work as the Taekwondo Instructor, for the year 2026; and declaring an emergency.**

Motion by Caruso, seconded by Ganim , to table Resolution 5799.  
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.  
Abstain: None.  
MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

- 15. RES. 5800 - a Resolution authorizing an Independent Contractor Agreement with Mandy Spisak/Retro Revival LLC for work as the Art Instructor, for the year 2026; and declaring an emergency.**

Motion by Caruso, seconded by Ganim , to table Resolution 5800.  
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

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Abstain: None.

MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

16. RES. 5801 - Resolution authorizing an Independent Contractor Agreement with Cleveland Fencing Academy for work as the Fencing Partner, for the year 2026; and declaring an emergency.

Motion by Caruso, seconded by Ganim , to table Resolution 5801.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Abstain: None.

MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

17. RES. 5802 - Resolution authorizing an Independent Contractor Agreement with Diane Bayer for work as the Jazzercise Instructor, for the year 2026; and declaring an emergency.

Motion by Caruso, seconded by Ganim , to table Resolution 5802.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Abstain: None.

MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

18. RES. 5803 - a Resolution authorizing an Independent Contractor Agreement with Christina Caruso for work as the Fitness Instructor, for the year 2026; and declaring an emergency.

Motion by Savage, seconded by Ganim , to table Resolution 5803.

Voting Yea: Bender, Ganim, Koepke, Jantzen, Savage, Stucky.

Abstain: None.

MOTION CARRIED: 6 - Ayes, 0-Nays, 0-Abstain.

**Report of Council Representatives and Council Committees: Board of Zoning Appeals, Planning Commission, Recreation Commission, Human Services Advisory Board**

- **Board of Appeals:** Council Member Stucky: No items for Council, Next meeting June 8<sup>th</sup> at 7:30 PM.
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**Planning Commission:** Council President Caruso reported the Planning Commission has (3) items for Council consideration. The next meeting of the Planning Commission will be June 4<sup>th</sup> at 7:00 PM.

**TALANI'S PASTISSIMA FAÇADE & SIGNAGE – 1 PUBLIC SQUARE**

**Preliminary and Final approval for building façade modifications for Talani's Pastissima, 1 Public Square, Brecksville, Ohio 44141, as described in the application dated May 4, 2026 shown on the attached drawings and contingent upon City Council approval.**

Motion for passage by Caruso, seconded by Savage.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

Abstain: None.

MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

**TALANI'S PASTISSIMA FAÇADE & SIGNAGE – 1 PUBLIC SQUARE**

**Approval and the Building Department issue a permit for two (2) 18 sq. ft. wall identification signs for Talani's Pastissima, 1 Public Square, Brecksville, Ohio 44141, as described in the application dated May 4, 2026 shown on the attached drawings and contingent upon City Council approval of the following deviation:**

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- **A deviation from Section 1187.09(d)(9) of the 30% maximum sq. ft. for a second street sign of 16.2 sq. ft. to permit a 18 sq. ft. wall sign.**

Motion for passage by Caruso, seconded by Savage.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

Abstain: None.

MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Council Members Bender and Ganim left due to a conflict.

**VA MIXED USE PHASE 1 SITE LIGHTING – MILLER RD./BRECKSVILLE RD.**

**Final approval of Buildings D, E, F, G & H Site Lighting at Valor Acres (Mixed-Use Phase 1), as described in the application dated 05/04/2026 and Plans - Valor Acres BPDA Site Lighting Submission dated May 4, 2026 and photometric plan dated 03/22/2026 contingent on approval by the City Engineer and City Council.**

Motion for passage by Caruso, seconded by Savage.

Voting Yea: Caruso, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

Abstain: None.

MOTION CARRIED: 5- Ayes, 0-Nays, 0-Abstain.

Council Members Bender and Ganim returned to the meeting.

Recreation Commission

Council Member Ganim reported the next meeting will be June 8<sup>th</sup> at 5:30 PM in Council Chambers Home Days for planning and volunteer recruitment for events was discussed.

Human Services Advisory Board

Council Member Koepke reported the Human Services Advisory Board the upcoming meeting will be June 9<sup>th</sup> at 3:00 PM at the Human Services Center.

**Reports of Council Committees**

Safety Service - Council Member Jantzen reported the Committee met earlier and has one item for Council consideration

Approval for the replacement of Safety Town train cars in the amount of \$13,100.00, related to damage sustained in the Blossom Hill Garage fire.

Motion for passage by Jantzen, seconded by Ganim.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

Abstain: None.

MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Streets & Sidewalks - Council Member Stucky reported the Committee met earlier

Utilities - Council Member Koepke reported the Committee met earlier

Buildings & Grounds - Council Member Ganim reported the Committee met earlier and has one item for Council consideration.

Acceptance of a proposal submitted by Durable Slate Company in the amount of \$16,125.00 to make repairs to the flashing and slate roof tiles at the Old Town Hall.

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Motion for passage by Ganim, seconded by Koepke.  
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.  
Voting Nay: None.  
Abstain: None.  
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Legislation - Council Member Savage reported the Committee met earlier

Finance - Council Member Bender reported the Committee met earlier and has two items for Council consideration.

Approval of a Blanket Vendor Purchase Order in the amount of \$333,123.00 for replacement of building contents destroyed in the Blossom Hill Service Garage Fire.

Motion for passage by Bender, seconded by Savage.  
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.  
Voting Nay: None.  
Abstain: None.  
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Approval of a motion authorizing payment of the monthly professional bills : Matty, Henrikson & Greve LLC \$12,354.83, Kulchystsky \$546.25, William Logan \$4,000.00, Kutak Rock, LLP \$3,564.00, Mary Hanna, Esq. \$700.00, Mansour Gavin, LPA \$4,070.00, Donald G. Bohning & Associates, Inc. \$21,439.50, Sixmo \$1,800.00, Argent Institutional Trust \$500.00 Total of all Invoices \$48,974.58.

Motion for passage by Bender, seconded by Savage.  
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.  
Voting Nay: None.  
Abstain: None.  
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain

**Reports of Department Directors: Director of Law, Engineer, Director of Finance, Chief Building Official, Director of Human Services, Director of Service, Director of Purchasing, Chief of Police Department, Chief of Fire Department, Director of Recreation**

Reports of Department Directors

Director of Law, Dave Matty: No Report

Engineer, Gerry Wise: No Report.

Director of Finance, Laura Starosta: No Report.

Chief Building Official: CBO Scott Packard: The Building Department had 111 permits issued in May; over \$5M valuation; \$10,166,186 in receipts reported (as stated)

Director of Human Services, Dr. Steve Paciorek: Human Services will be collecting donations for food pantry and Yuletide at the Shred day event on Saturday June 6<sup>th</sup>.

Director of Service, Joe Kickel: No Report

Director of Purchasing, Monica Bartkiewicz: No Report.

Chief of Police Department, Chief Korinek: Reported the combined Bike Rodeo with the City of Independence hosted approximately 50 children. Bike helmets were distributed

Chief of Fire Department: Chief Bender: No Report.

**Report of Mayor Kingston**

- Graduation recognition for local students
- Home Days scheduled June 19–21
- Construction and roadway safety reminders

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- Upcoming ODOT-related informational meeting for businesses (June 15)
  - Recognition of city rankings in regional livability and safety studies
  - Public birthday acknowledgment for Chief Bender

## PUBLIC COMMENT

A resident, John Korfhage(8309 Settlers Passage), spoke regarding:

- Appreciation for city services and police response to school bus safety issues
- Support for city safety rankings and community services

### Adjournment

**8:29 PM**

Motion to adjourn by Caruso, seconded by Savage.  
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.  
Abstain: None.  
MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

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President of Council

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Clerk of Council

**Mayor and Safety Director:** Daryl Kingston

**City Council Members:** Dominic Caruso, President; Beth Savage, Vice President; Dan Bender; AJ Ganim; Mark Jantzen; Ann Koepke; Brian Stucky.

**Clerk:** Tammy Tabor

**AN ORDINANCE TO AMEND ORDINANCE NO. 5829,  
MAKING APPROPRIATIONS FOR CURRENT  
EXPENSES OF THE CITY OF BRECKSVILLE  
DURING THE FISCAL YEAR ENDING  
DECEMBER 31, 2026, MAKING NECESSARY  
APPROPRIATION AND REVENUE ADJUSTMENTS;  
AND DECLARING AN EMERGENCY**

**WHEREAS**, the appropriations heretofore set to certain accounts of the City of Brecksville are insufficient to pay expenses incurred during the fiscal year ending December 31, 2026.

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

**SECTION 1.** That the Director of Finance be authorized to increase estimated resources and appropriations in the General fund.

546,400.00	Miscellaneous Grant Revenue	R1100157-08240
683,000.00	Special Services	1100171-21030

**SECTION 2.** That the Director of Finance be authorized to increase estimated resources and appropriations in the Continuing Professional Training fund.

42,570.49	Reimb - Miscellaneous	R2730214-02810
42,570.49	Training	2730210-27010

**SECTION 3.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to make adjustments to appropriations of the City, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK OF COUNCIL

**AN ORDINANCE AMENDING ORDINANCE NO. 5868  
TO INCLUDE THE MANUFACTURERE’S NAME AND TO  
CORRECT THE SOURCEWELL CONTRACT NO.;  
AND DECLARING AN EMERGENCY**

**WHEREAS**, at its meeting on June 2, 2026, council adopted Ordinance No. 5868 authorizing the purchase of a replacement sweeper through the Sourcewell Purchasing Program; and

**WHEREAS**, the Sourcewell Purchasing manufacturer’s name must be included and the Sourcewell contract number must be corrected.

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

**SECTION 1.** Section 1. of Ordinance No. 5868 is hereby amended to read as follows:

**“SECTION 1.** The Mayor be and is hereby authorized to enter into a contract on behalf of the City of Brecksville with **Tymco, Inc.** through the Sourcewell Purchasing Program, said contract to be in such form as is approved by the Director of Law, for the purchase of the following:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<i>Sourcewell Contract <b><u>111522-TYM</u></b></i>		
1	2026 Tymco 600 Regenerative Air Sweep Mounted on a Freightliner M2-106 Cab & Chassis	\$381,375.00
<b>TOTAL</b>		<b><u>\$381,375.00</u></b>

**SECTION 2.** The Mayor be and is hereby authorized and directed to enter into a contract on behalf of the City of Brecksville with Best Equipment Co. as set forth in Section 1 hereof, said contract to be in such form as is approved by the Director of Law.

**SECTION 3.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 4.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to replace the sweeper for use by the Service Department, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

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MAYOR

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CLERK OF COUNCIL

**AN ORDINANCE ACCEPTING THE BID OF  
PRO QUALITY LAND DEVELOPMENT, INC. DBA  
PROQUALITY DEMOLITION FOR THE DEMOLITION  
OF CENTRAL SCHOOL; AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to the publication of bids according to law, bids for the demolition of Central School, located at 27 Public Square, Brecksville, OH, in accordance with the specifications on file in the office of the Director of Purchasing, were received and opened according to law at 10 a.m. on Friday, May 29, 2026.

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

**SECTION 1.** The bid of Pro Quality Land Development, Inc. dba ProQuality Demolition for the demolition of Central School, in the amount of six hundred eighty-three thousand dollars (\$683,000.00), in accordance with the specifications on file in the office of the Director of Purchasing be, and the same hereby is, accepted.

**SECTION 2.** The Mayor be and is hereby authorized and directed to enter into a contract on behalf of the City of Brecksville with ProQuality Demolition as set forth in Section 1 hereof, said contract to be in such form as is approved by the Director of Law.

**SECTION 3.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete these expenditures from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 4.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to demolish the building, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK OF COUNCIL

**RESOLUTION RECORD**  
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5790

**A RESOLUTION AUTHORIZING THE CITY OF BRECKSVILLE  
FIRE CHIEF TO COMPLETE THE GRANT PROCESS FOR THE  
FY 2025 ASSISTANCE TO FIREFIGHTERS GRANT; AND  
DECLARING AN EMERGENCY**

**WHEREAS**, the United States Department of Homeland Security, Federal Emergency Management Agency has made available FY 2025 Assistance to Firefighters Grants funding; and

**WHEREAS**, the Brecksville Fire Department, desires to apply for funding for radios in partnership with other Northeast Ohio Fire Departments.

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

**SECTION 1.** The City of Brecksville Fire Chief be, and hereby is, authorized to complete the grant process for the FY 2025 Assistance to Firefighters Grant and to execute whatever documents are necessary to complete the application process. If successful in obtaining a grant, the Mayor is authorized to execute whatever documents are necessary to effectuate the receipt of grant funds.

**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it relates to the need to meet the deadline for the Grant application of June 22, 2026, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: June 2, 2026

APPROVED: June 2, 2026

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK OF COUNCIL

**A RESOLUTION AUTHORIZING A FIVE-YEAR RENEWAL OF THE  
CIVICPLUS STATEMENTS OF WORK (SOW) AND MASTER SERVICES  
AGREEMENT FOR MUNICIPAL WEBSITES, FORMERLY CIVICENGAGE;  
SOCIAL MEDIA ARCHIVING, FORMERLY ARCHIVESOCIAL; MASS  
NOTIFICATION, FORMERLY CIVICREADY; AND SEECLICKFIX;  
AND DECLARING AN EMERGENCY**

**WHEREAS**, at its meeting of August 6, 2024, council adopted Resolution No 5579 accepting the CivicPlus Statements of work (SOW) and Master Services Agreement with addendum for the purchase of CivicEngage, SeeClickFix, CivicReady, and ArchiveSocial Services; and

**WHEREAS**, council desires to renew CivicPlus Statements of work (SOW) and Master Services Agreement for a five-year term.

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

**SECTION 1.** The CivicPlus Statements of Work and Master Services Agreement for Municipal Websites, formerly CivicEngage; Social Media Archiving, formerly ArchiveSocial; Mass Notification, formerly CivicReady; and SeeClickFix, are hereby renewed for a five-year term effective August 15, 2026 through August 14, 2031, at a cost as set forth on the Statements of Work which are attached hereto as Exhibit “A.”

**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to renew for the services therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK OF COUNCIL

**RESOLUTION ESTABLISHING THE  
CONTINUING PROFESSIONAL TRAINING FUND;  
AND DECLARING AN EMERGENCY**

**WHEREAS**, Ohio Revised Code Section 5705.09(F) and Ohio Administrative Code 109:2-18-04 indicates that the City’s collection and use of reimbursements received from the State of Ohio for continuing professional training for peace officers shall be placed in a separate special revenue fund and used only for the approved purposed as required by Ohio Administrative Code 109:2-18-04(G).

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

**SECTION 1.** That the Director of Finance be authorized and directed to establish the Continuing Profession Training Fund as a special revenue fund to account for the receipts and expenditures of moneys received pursuant to Ohio Administrative Code 109:2-18-04.

**SECTION 2.** That all funds distributed to the City of Brecksville, pursuant to Ohio Administrative Code 109:2-18-04 be used only for the approved purposes as required by Ohio Administrative Code 109:2-18-04(G).

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to meet the requirement to establish a separate special revenue fund, therefore, this Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK OF COUNCIL

**A RESOLUTION ADOPTING THE ALTERNATE  
FORMAT TAX BUDGET FOR THE YEAR 2027;  
AND DECLARING AN EMERGENCY**

**WHEREAS**, a budget for this municipality has been duly prepared as provided by the Charter of this City and the laws of the State of Ohio; and

**WHEREAS**, this Council finds said budget to be proper and the same should be approved and adopted; and

**WHEREAS**, Ohio law now permits the Tax Budget to be submitted to the County Budget Commission in an alternate format which the Budget Commission has adopted.

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

**SECTION 1.** The alternate format for the Tax Budget of the City of Brecksville for the fiscal year beginning January 1, 2027 and submitted to this Council by the Mayor, be and the same is hereby approved and adopted.

**SECTION 2.** The Director of Finance be and is hereby authorized and directed to file said Budget as required by law with the Budget Commission of Cuyahoga County through the County Auditor.

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to timely submit the Tax Budget to the County Budget Commission, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK OF COUNCIL

**A RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE AN AGREEMENT WITH SIMPLE RECYCLING  
FOR THEIR CLOTHING MUNICIPAL DROPBOX PROGRAM;  
AND DECLARING AN EMERGENCY**

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

**SECTION 1.** The Mayor be, and hereby is, authorized to execute an Agreement with Simple Recycling for their Clothing Municipal Dropbox Program, a copy of which Agreement is attached hereto as Exhibit “A” and expressly made a part hereof by reference.

**SECTION 2.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the City’s recycling program, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK OF COUNCIL

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER  
INTO A RENEWAL CONTRACT FOR YEAR 2 PRICING FOR  
SUPPLYING OF SODIUM CHLORIDE FOR THE CONTRACT  
PERIOD FROM NOVEMBER 1, 2026 TO OCTOBER 31, 2027;  
AND DECLARING AN EMERGENCY**

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

**SECTION 1.** The Mayor be, and hereby is, authorized to execute a renewal contract for Year 2 pricing for supplying of sodium chloride for the contract period from November 1, 2026 to October 31, 2027, a copy of which contract is attached hereto as Exhibit “A” and expressly made a part hereof by reference.

**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the city’s need for the sodium chloride, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK OF COUNCIL

EXHIBIT "A"

AGREEMENT NO. 26-

THIS AGREEMENT made and entered into at Brecksville, Ohio, this \_\_\_\_ day of \_\_\_\_\_ 2026, by and between the City of Brecksville (hereinafter designated as the "CITY") and Cargill, Incorporated – Salt, Road Safety, a corporation organized and existing under the laws of the State of Minnesota, or a partnership consisting of the following persons \_\_\_\_\_ or an individual doing business as \_\_\_\_\_ (hereinafter designated as the "CONTRACTOR").

WITNESSETH

WHEREAS, the Council of the City of Brecksville approved Resolution No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2026, authorizing the Mayor to enter into a renewal contract for Year 2 pricing for the following:

*Supplying of sodium chloride, delivered to the Brecksville Salt Bins located at 9023 Brecksville Road and 6916 Stadium Drive, in a quantity not to exceed 9,800 tons during the contract period from November 1, 2026 to October 31, 2027*

WHEREAS, the CONTRACTOR submitted its bid for Year 1 pricing and selected "Yes" for Second- and Third-Year Optional Extensions, which bid is attached hereto and made a part hereof and marked as "EXHIBIT ONE", which was accepted by Brecksville City Council on May 20, 2025.

WHEREAS, per the bid specifications, marked as "EXHIBIT TWO", optional second year and third year extensions of the contract may be accepted by the Purchasing Consortium, consisting of the municipalities of Beachwood, Bedford, Berea, Brecksville, Broadview Heights, Brooklyn, Brooklyn Heights, Cuyahoga County, Independence, Lakewood, Middleburg Heights, North Royalton, Seven Hills & Valley View.

WHEREAS, CONTRACTOR submitted a renewal proposal, dated May 13, 2026 and attached hereto and made part hereof and marked "EXHIBIT THREE."

NOW THEREFORE, in consideration of their mutual covenants and promises, the parties agree as follows:

(1) The CONTRACTOR shall furnish the materials above described to the CITY in accordance with its bid and the specifications (EXHIBIT TWO) of the CITY and renewal proposal (EXHIBIT THREE), which is hereby accepted by the CITY.

(2) The CITY will pay the CONTRACTOR in the sum of \$ 71.40 per ton dump delivery and \$ 86.40 per ton piler delivery for untreated salt; and \$ 85.28 per ton dump delivery and \$ 100.28 per ton piler delivery for treated salt, in full consideration of the renewal price therefore in the following manner: Salt will be ordered by the CITY's Service Department personnel as needed and shall be delivered within 24-72 hours or financial penalties will be assessed per bid specifications.

(3) The CITY shall purchase 80% of their estimated quantity of 7,000 tons, equaling 5,600 tons, during the contract term of November 1, 2026 to October 31, 2027. The CONTRACTOR will not be contractually obligated to deliver more than 140% of the estimated quantity, or 9,900 tons.

(4) The failure of the CONTRACTOR to timely abide by the provisions contained herein shall constitute a default of this contract. In case of default by the CONTRACTOR for any reason, the CITY may procure the services and products from an alternative source and the CONTRACTOR shall be held responsible for any additional costs occasioned or incurred thereby or the CITY may terminate this contract and secure the goods and services from an alternative source without further liability of the CONTRACTOR.

(5) The CITY or the CONTRACTOR may terminate this contract without cause at any time by either party giving thirty (30) days written notice to the other party of the intention to terminate the contract.

(6) That where labor and material is included as a part of the specifications upon which the bid was taken, same shall be furnished in a good and workmanlike manner.

(7) Whenever applicable, the CONTRACTOR will furnish performance and completion bonds equal to the amount of the bid, and will furnish Workers' Compensation Insurance for the protection of all workers and will further, where necessary, furnish certification liability and damage protection insurance as may be required by the Director of Law.

(8) The Notice to Bidders, specifications, and any other document or information upon which bids were made shall be considered a part of this Agreement as though fully rewritten at length herein.

(9) In the event a patented article is incorporated into the item described and for which the bid was taken, the CONTRACTOR agrees to save the CITY harmless from liability for royalties, claims or other demands and will defend all suits or other claims for infringement, by reason of the CITY'S use of such item.

(10) CONTRACTOR agrees, when applicable, to comply with all provisions of the Ohio "Prevailing Wage Law."

(11) An extension of time shall be granted the CONTRACTOR for performance or delivery only upon proof that the delay was occasioned through no fault of the CONTRACTOR, but was caused solely by the actions of the elements or other persons over which the CONTRACTOR exercised no control. However, a request for a reasonable extension of time may be granted by the Mayor upon written notice given by the CONTRACTOR at least one (1) week prior to the completion or delivery date, stating the additional time required and the reason for such request.

IN WITNESS WHEREOF, we have hereunto set our hands the year and day first above written.

IN THE PRESENCE OF:

\_\_\_\_\_

CITY:

CITY of Brecksville, Ohio

By \_\_\_\_\_

Daryl J. Kingston, Mayor

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

Company

\_\_\_\_\_

Print Name

Title

\_\_\_\_\_

Signature

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_

David J. Matty, Director of Law

City of Brecksville

I HEREBY CERTIFY THAT THE COUNCIL HAS HERETOFORE PROVIDED THE NECESSARY FUNDS FOR THIS CONTRACT AND THAT THE SAME IS IN MY POSSESSION AS FISCAL OFFICER OF THE CITY OF BRECKSVILLE.

---

Laura Starosta, Director of Finance

**EXHIBIT ONE**

Supplying Sodium Chloride Specifications  
April 2025

to the expiration of the first- and second-year contracts.

**BID FORM**

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

**Cost for FIRST year, Untreated Sodium Chloride:**

\$ 61.40 Per Ton, Dump Delivery                      \$ 69.63 Per Ton, Piler Delivery

**Cost for FIRST year, Treated Sodium Chloride:**

\$ 74.81 Per Ton, Dump Delivery                      \$ 80.30 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)*

**Pricing for salt in excess of the CMA 140% maximum quantity offered, up to 160% of Estimated Quantity (OPTIONAL)?**

Yes     No    \* PLEASE SEE EXCEPTION SHEET REGARDING PRICING\*

If yes, cost for Untreated Sodium Chloride in excess of CMA's 140% maximum quantity:

\$ \_\_\_\_\_ Per Ton, Dump Delivery                      \$ \_\_\_\_\_ Per Ton, Piler Delivery

If yes, cost for Treated Sodium Chloride in excess of CMA's 140% maximum quantity:

\$ \_\_\_\_\_ Per Ton, Dump Delivery                      \$ \_\_\_\_\_ Per Ton, Piler Delivery

**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                      500 /Piler

Supplying Sodium Chloride Specifications  
April 2025

**Name & Address of Bidder:**

Cargill, Incorporated- Salt, Road safety

24950 Country Club Blvd., Suite 450

North Olmsted, OH 44070

Phone: 800-600-7258 Fax: 440-716-0763

Email: Salt\_Customercareroadsafety@cargill.com

**Authorized Signature:**



Hailey Elson

(Please type or print name)

**Title:**

Customer Care Representative

**Enclosed:**      Bid Guaranty/Contract Bond  10% Bid Bond      Bid Check, Amount \$     

**Date of Bid Submission:** April 24th, 2025 Last Addendum Received: N/A



\*Please see below\*

Supplying Sodium Chloride Specifications  
April 2025

**REFERENCES**

List references for similar contract work completed during the last two (2) 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 \_\_\_\_\_



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

## **CUSTOMER REFERENCES**

### **City of Bloomington, MN**

1700 West 98th Street  
Bloomington, MN 55431  
Mike Kalis  
Assistant Maintenance Superintendent  
mkalis@bloomingtonmn.gov  
952-367-7490

### **CITY OF MILWAUKEE, WI**

841 North Broadway  
Milwaukee, WI 53202  
Chuck Schumacher  
Finance and Administration Manager  
cschum@milwaukee.gov  
414-708-2793

### **City of Lakeville, MN**

7570 179th Street West  
Lakeville, MN 55044  
David Downs  
Streets Maintenance Superintendent  
ddowns@lakevillemn.gov  
952-999-6611

### **State of Minnesota**

Karen McIntyre  
Office of State Procurement  
50 Sherburne Avenue - Room 112  
St. Paul, MN 5515  
Karen.McIntyre@state.mn.us  
651-201-3124

Supplying Sodium Chloride Specifications  
April 2025

NAME OF BIDDER Cargill, Incorporated- Salt, Road Safety

**CITY OF BRECKSVILLE BIDDER'S AFFIDAVIT  
PERSONAL PROPERTY TAX DELINQUENCY**

RE: City of Brecksville

**Bid: Supplying Sodium Chloride in 2025/2026**  
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

Jessica J. McAnerny  
~~President/Owner~~  
Advisor, Property and Excise Tax Management

(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

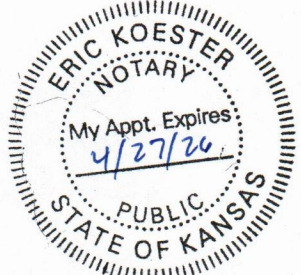
\_\_\_\_\_  
Company Name

\_\_\_\_\_  
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.

Charley G. [Signature] SWORN TO before me and subscribed in my  
presence this 21<sup>st</sup> day of APRIL, 20 25



[Signature]  
Notary Public

**CERTIFICATE OF COMPLIANCE**

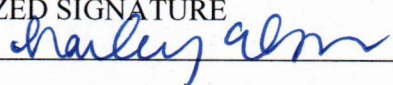
By signing this certificate, I certify that I/my company is in full compliance with the political contributions limitations established in Ohio Revised Code 3517.13, and is therefore eligible to receive a contract from each City represented in this bid, except the City of NONE (state NONE if no exceptions).

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

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

COMPANY NAME Cargill, Incorporated- Salt, Road Safety

ADDRESS 24950 Country Club Blvd., Suite 450  
North Olmsted, OH 44070

AUTHORIZED SIGNATURE 

PRINTED NAME Hailey Elson

EMAIL ADDRESS salt\_customer@careroadsafety@cargill.com

DATE SIGNED 4/21/2025



DESCRIPTION OF WORK TO BE PERFORMED

Supplying Sodium Chloride & Delivery When Required



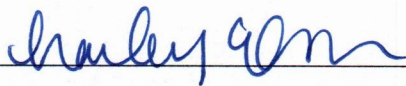
**FINDINGS FOR RECOVERY CERTIFICATION**

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: 

Printed Name: Hailey Elson

Title: Customer Care Representative

Date: 4/21/2025

**BID GUARANTY AND CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned Cargill, Incorporated, as Principal and Liberty Mutual Insurance Company as Surety, are hereby held and firmly bound unto the City of Brecksville, Ohio as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on April 24, 2025, to undertake the project known as **Supplying Sodium Chloride to Municipal Purchasing Consortium.**

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

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

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

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

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

Supplying Sodium Chloride Specifications  
April 2025

Signed this 16th day of April, 2025.

PRINCIPAL:

SURETY COMPANY ADDRESS:

CARGILL, INCORPORATED

175 Berkeley Street

Street

*Hailey Elson*

By: HAILEY ELSON

Boston

Massachusetts

02116

Title: CUSTOMER CARE REPRESENTATIVE

City

State

Zip

SURETY:

SURETY AGENT'S ADDRESS:

*Michele L Grogan*  
Brown and Brown Insurance Services, Inc

Agency Name

By: Michele L Grogan

901 Marquette Ave, Suite 1800, Minneapolis, MN, 55402

Attorney-in Fact

Street

State

Zip



POWER OF ATTORNEY

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

Certificate No: 8213171 - 190057

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Ann Higgins, Cee Lor, Julian Thelen, Kelsey Ratcliffe, Kesha N. Greene, Michele L. Grogan

all of the city of Minneapolis 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 19th day of February, 2025.



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

By: [Signature]

Nathan J. Zangerle, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]

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 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 Nathan J. Zangerle, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 16th day of April, 2025



By: [Signature]

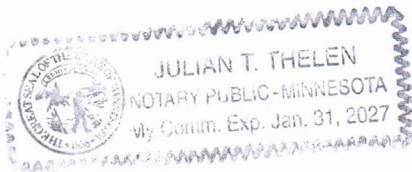
Renee C. Llewellyn, Assistant Secretary

**ACKNOWLEDGMENT BY SURETY**

STATE OF Minnesota }  
County of Hennepin } ss.

On this 16<sup>th</sup> day of April, 2025, before me personally  
appeared Michele L. Grogan, known to, me to be the Attorney-in-Fact of  
Liberty Mutual Insurance Company, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.



Julian Thelen  
Notary Public in the State of Minnesota  
County of Hennepin

**POWER OF ATTORNEY**

**Cargill, Incorporated – Salt, Road Safety**

Cargill, Incorporated, a Corporation duly organized and existing under the laws of the State of Delaware (the “Corporation”), and having its home office in the City of Wayzata, Minnesota, has made, constituted and appointed, and does by these presents, constitute and appoint:

Jim Anderson  
Rhiannah Antrum  
Katelyn Bires  
Libby Boccarosse  
Jessica Bouman  
Heather Campbell  
Celeste Castaneda  
Deseree Caver  
Sara Cope  
Adam Donegan  
Katelyn Duché

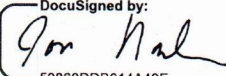
Hailey Elson  
Chris Gampfer  
Shalece Holcomb  
Tatyana Huhn  
Brittney Ingold  
Cindy Jasso  
Tom Juhasz  
Aaron Keeney  
Amanda Knaus  
Denise A. Koch  
Eric Koester

Sarah Liederbach  
Anthony McAfee  
Raven Mitchell  
Chris Morr  
Cara Morrison  
Nora Mouqqadim  
Alyssa Pender  
Angele Peterson  
Anna Sarley  
Robyn Siverd  
Malinda Urian


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

IN WITNESS WHEREOF, Cargill, Incorporated has caused these presents to be signed by its Executive Vice President, Cargill Food, and its Assistant Corporate Secretary, and its Corporate Seal to be hereunto affixed this 13th day of March 2025.

Cargill, Incorporated

Signed by:   
DocuSigned by:  
50860DDB614A49E...  
By: Jon Nash, Executive Vice President, Cargill Food



Signed by:   
SIGNED BY:  
9C1B5207F4864E1...  
SIGNED BY: Matthew R. Wright, Assistant Corporate Secretary





24950 Country Club Blvd., Suite 450  
North Olmsted, OH 44070  
Phone: 1+800-600-7258

April 17, 2025

Cargill, Inc. – Salt, Road Safety (“Cargill”) is submitting its Bulk Ice Control Salt and ClearLane® enhanced deicer treated salt to be considered for award by the City of Brecksville and all its participants. Our Bulk Ice Control Salt meets all of the ASTM D632 specifications. Our ClearLane® enhanced deicer meets all specifications for treated salt. The attached test report provides a chemical analysis of the corrosion inhibited liquid magnesium chloride blended at 8 gallons of liquid per ton of rock salt to make ClearLane® enhanced deicer. The attached product brochure provides the detailed chemical composition of the product and recommendations on application rate. ClearLane® enhanced deicer requires no additional handling, equipment or labor over and above that used for regular highway deicing salt. It is recommended that the product be stored in a covered storage shed or well tarped. Normal precautionary measures for the safe handling of deicers should be observed. With respect to environmental impact, note that ClearLane® enhanced deicer is on the Clear Roads Qualified Product List in Category 4C. The Clear Roads QPL certification process is intended to “serve the traveling public by evaluating and establishing specifications for products used in winter maintenance that emphasize safety, environmental preservation, infrastructure protection, cost-effectiveness and performance.” Furthermore, ClearLane® enhanced deicer can reduce the environmental impact compared to regular bulk deicing salt by permitting lower application rates.

Please let us know if you have any further questions.

Sincerely,

A handwritten signature in black ink that reads "Scott Koefod". The signature is written in a cursive, flowing style.

Scott Koefod, Ph.D.  
Principal Scientist  
Cargill Road Safety



1804 N. 33rd Street  
Boise, Idaho 83703  
Phone (208) 342-5515

www.analyticallaboratories.com  
Lab Federal ID# ID00020

**Laboratory Analysis Report**

Report To: LIBBY BOCCAROSSE  
CARGILL - DEICING TECHNOLOGIES  
191 PORTLAND POINT RD PO BOX B  
LANSING, NY 14882

Lab/Sample Number: 2400410-01  
Sample Location: LIQUID DEICER

Phone: (607) 533-3766 Copy:

e-mail: libby\_boccarosse@cargill.com

Date Received: 01/08/2024

Collection Date/Time: 01/08/2024 0:00

Date Printed: 02/22/2024 9:56

Collector's Name:

Transported By: UPS

Temp C Received at Lab:

**Field Measurements**

pH: Total Chlorine mg/L: DO mg/L:  
Temp C: Free Chlorine mg/L: Flow g/min:

Analyte	Result	Units	MRL	MDL	MCL	Analyzed	Analyst	Method	Notes
<b>Inorganics</b>									
% Ash	16.5	%				2/21/24 16:39	ES	AOAC	
pH, Deicer 1+4	8.3	S.U.				1/13/24 13:39	LW	ASTM D1293	
Cyanide, Total	ND	mg/L	0.05	0.008		1/26/24 15:33	DS	EPA 335.4	
Ammonia, Direct (as N)	9.3	mg/L	2.0	1.1		1/13/24 15:08	LW	EPA 350.1	
Total Kjeldahl Nitrogen (as N)	184	mg/L	20.0	6.0		1/15/24 16:46	DS	EPA 351.2	
Nitrate (as N)	ND	mg/L	1.0	0.4		1/11/24 17:00	LW	EPA 353.2	
Nitrite (as N)	1.5	mg/L	0.5	0.05		1/11/24 11:53	LW	EPA 353.2	
Total Phosphate (as P)	16	mg/L	10	6		1/15/24 16:46	DS	EPA 365.4	
Chemical Oxygen Demand	9,810	mg/L	400	6.5		1/10/24 11:23	JLH	EPA 410.4	
Total Solids	819,000	mg/L	2.5	2.5		1/16/24 11:28	BDM	SM 2540 B	
Biochemical Oxygen	1,200	mg/L	3	3		1/15/24 9:00	EH	SM 5210 B	
<b>Mercury</b>									
Mercury, Hg	ND	mg/L	0.02	0.00005		1/9/24 15:00	JD	EPA 245.1	
<b>Metals by ICP</b>									
Cadmium, Cd	ND	mg/L	0.05	0.0005		1/9/24 13:53	JMS	EPA 6010D	
Chromium, Cr	ND	mg/L	0.5	0.002		1/9/24 13:53	JMS	EPA 6010D	
Copper, Cu	ND	mg/L	0.1	0.003		1/9/24 13:53	JMS	EPA 6010D	
Barium, Ba	ND	mg/L	0.5	0.0005		1/9/24 13:53	JMS	EPA 6010D	
Arsenic, As	ND	mg/L	1.0	0.01		1/9/24 13:53	JMS	EPA 6010D	
Lead, Pb	ND	mg/L	0.5	0.005		1/9/24 13:53	JMS	EPA 6010D	
Selenium, Se	ND	mg/L	1.0	0.009		1/9/24 13:53	JMS	EPA 6010D	
Zinc, Zn	ND	mg/L	0.1	0.01		1/9/24 13:53	JMS	EPA 6010D	
<b>Total Metals</b>									
Chart	Complete					2/19/24 15:27	JH	ASTM	
Metals Digestion	COMPLETE					1/8/24 17:00	JMS	EPA 3050	
Corrosion Rate	24.6	%				1/12/24 13:07	JH	NACE PNS	C
Magnesium Chloride	29.6	% wt	5.00	5.00		1/16/24 14:34	JMS	PNS	
Freezer Settleable Solids	< 1.0	%	1.0	1.0		1/22/24 14:54	JH	PNS	Cb

C Corrosion Rate Duplicate = 28.4 %

Cb There was no visible settleable material in a dark green one liter sample. There was no density layer felt at any level in a very viscous sample. Freezer temperature = 0 °F (-17.8 °C).



# Analytical Laboratories Inc

1804 N. 33rd Street  
Boise, Idaho 83703  
Phone (208) 342-5515

www.analyticallaboratories.com  
Lab Federal ID# ID00020

## Laboratory Analysis Report

Report To: LIBBY BOCCAROSSE  
CARGILL - DEICING TECHNOLOGIES  
191 PORTLAND POINT RD PO BOX B  
LANSING, NY 14882

Lab/Sample Number: 2400410-02  
Sample Location: LIQUID DEICER

Phone: (607) 533-3766 Copy:

e-mail: libby\_boccarosse@cargill.com

Date Received: 01/08/2024

Collection Date/Time: 01/08/2024 0:00

Date Printed: 02/22/2024 9:56

Collector's Name:

Transported By: UPS

Temp C Received at Lab:

### Field Measurements

pH:

Total Chlorine mg/L:

DO mg/L:

Temp C:

Free Chlorine mg/L:

Flow g/min:

Analyte	Result	Units	MRL	MDL	MCL	Analyzed	Analyst	Method	Notes
<b>Total Metals</b>									
% Solid Passing #10 Sieve	7.5	%				1/22/24 14:54	JH	PNS	Ca

Ca There was no precipitation or crystallization observed in the #10 sieve, however the sample was too viscous to pass. After stirring and waiting five minutes only 75 mL would pass the #10 sieve.

Authorized Signature,

JAMES HIBBS, Client Manager

This report shall not be reproduced except in full, without the written approval of the laboratory  
The results reported relate only to the samples indicated.

ND - Non Detect

MCL - Maximum Contaminant Level

MDL - Method Detection Limit

MRL - Method Reporting Limit



2400410



Analytical Laboratories, Inc.  
1804 N. 33rd Street  
Boise, Idaho 83703  
Phone (208)342-5515

**CARGILL**  
**LIQUID DEICER**  
Analytical Lab Sample Number:2400410-01

Percentages of Original Sample	Specific Gravity (g/mL)	Freezing Point (°C)	Freezing Point (°F)
5%	1.0608	-3.6	25.52
6%	1.0724	-4.4	24.08
7%	1.0841	-5.8	21.56
8%	1.0955	-7.1	19.22
9%	1.1066	-8.5	16.7
10%	1.1174	-10.3	13.46
11%	1.1284	-12	10.4
12%	1.1402	-14.1	6.62
13%	1.1509	-16.5	2.3
14%	1.1615	-18.9	-2.02
15%	1.1716	-21.5	-6.7
16%	1.1838	-24.4	-11.92
17%	1.1932	-27	-16.6
18%	1.2048	-30.4	-22.72
19%	1.2156	-33.5	-28.3
20%	1.2265	-32.5	-26.5
21%	1.2347	-31	-23.8
22%	1.2449	-26.5	-15.7
23%	1.2558	-24.9	-12.82
24%	1.2659	-23	-9.4
25%	1.2757	-21.9	-7.42
26%	1.2855	-19.9	-3.82
27%	1.2933	-18.9	-2.02
28%	1.3046	-18.1	-0.58
29%	1.3084	-17.5	0.5
29.6%	1.3109	-17	1.4

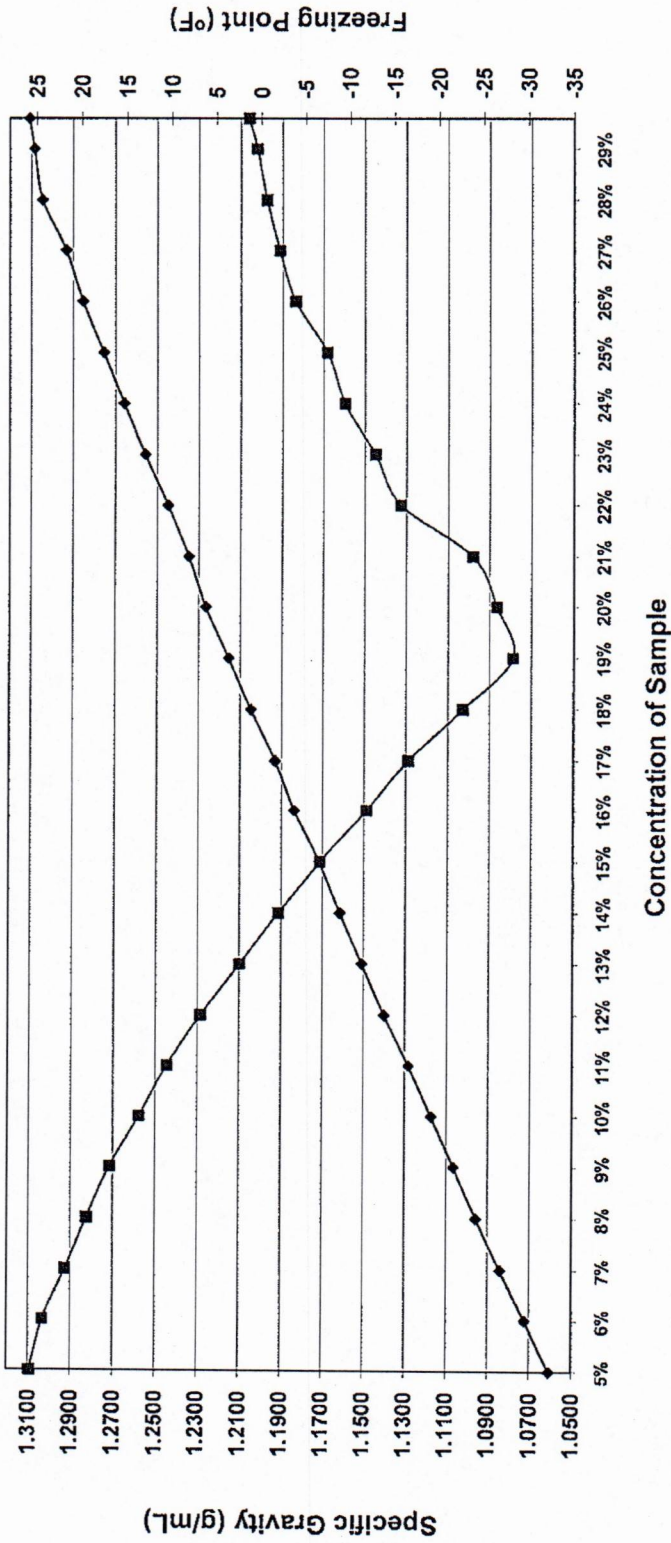
Thank you for choosing Analytical Laboratories for your testing needs.  
If you have any questions about this report, or any future analytical needs, please contact: James Hibbs



2400410

# CARGILL 2400410-01

Source: LIQUID DEICER



Concentration of Sample

◆ Specific Gravity      ■ Temperature Fahrenheit



Cargill Salt - Road Safety  
24950 Country Club Blvd. Suite 450  
North Olmsted, OH 44070  
phone: 866-900-SALT (7258)

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

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The information contained herein is believed to be true and accurate. However, all statements, recommendations or suggestions are made without guarantee, express or implied, on the part of Cargill, Incorporated. CARGILL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM INFRINGEMENT and disclaims all liability in connection with the installation and use of the anti-icing pavement overlay system described herein. All such risks are assumed by the purchaser/user/installer. The information contained herein is not and should not be construed as a clearance or permission with respect to patent rights of Cargill or any third party and is subject to change without notice.

CLSS-1101 - 2/2023



**LESS IMPACT ON THE ENVIRONMENT.  
LESS IMPACT ON YOUR BUDGET.**

An aerial photograph showing a road intersection. The roads are partially covered in snow. A dark, irregular shape in the center of the intersection suggests the application of deicer. The surrounding area is mostly white with some dark patches.

Protect lives and enhance commerce by  
providing sustainable road safety solutions.

# REMOVE THE ICE WHILE KEEPING YOUR BUDGET SAFELY INTACT.

It's common knowledge that pre-wetted deicers are proven to be the best and most practical defense against roadway ice and snow. What's not so widely known is that ClearLane® enhanced deicer is among the most economical options for combating ice and snow – even when compared to basic rock salt.

The ClearLane® product is a pre-wetted salt that's formulated to combat the three most pressing problems facing snow and ice fighters – icy roads, high product costs and equipment corrosion.

## THE CLEARLANE® TECHNOLOGY'S PATENTED\* FORMULATION ENTAILS:

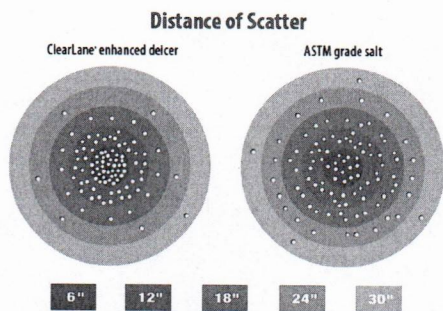
- ASTM grade rock salt
- Liquid magnesium chloride
- PNS approved corrosion inhibitor
- Coloring agent
- Leaching inhibitor

## FORMULATION EQUALS PERFORMANCE.

As a ClearLane® enhanced deicer consumer you have come to depend on the significant advantages this product offers when compared to regular rock salt. The first and foremost of these is safer roads – but the benefits go well beyond safety. The ClearLane® product can also improve your bottom line by reducing product usage, labor and equipment costs, and reducing environmental impact – now more than ever before.

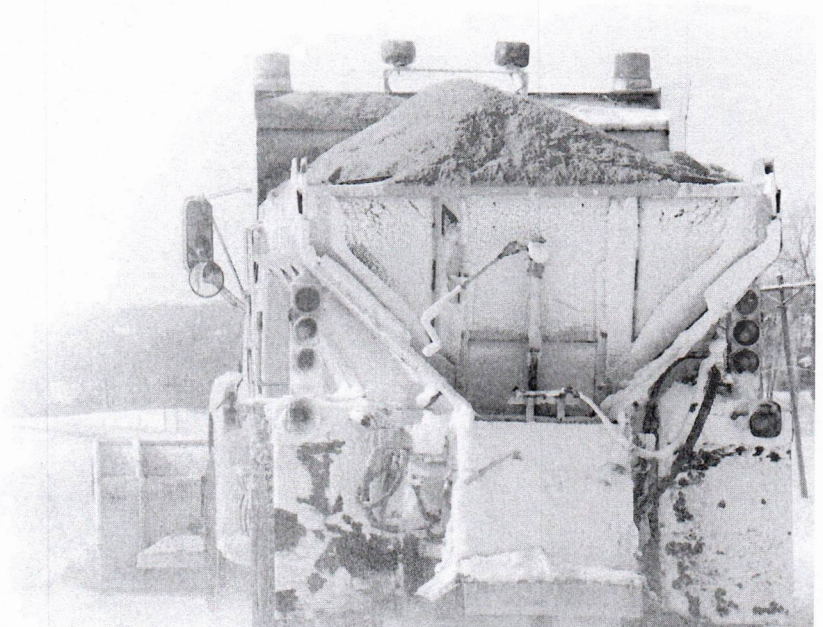
## IT IS ROCK SALT MADE BETTER.

Tests prove and real world performance shows that ClearLane® enhanced deicer scatters less than plain rock salt. And when more of your deicing product stays in place, you're able to make roadways safer, stretch budgets farther, and impact ecosystems less. You can accomplish all of this without buying a single piece of new equipment or adding labor. The only thing that's required is to switch from traditional rock salt to ClearLane® enhanced deicer. It works better so you don't have to work harder.



In Cargill lab tests, 80% of ClearLane® enhanced deicer stays within 18" of where it is spread versus 51% of regular rock salt.

\* U.S. Pat. No. 7,309,451; 7,507,349; other patents pending.



## INCREASED SAFETY IS REASON ENOUGH. BUT IT'S NOT ALL.

ClearLane® enhanced deicer offers users significant advantages when compared to regular rock salt which include:

**REDUCED COST PER LANE MILE** – Proven to achieve 30% less road scatter versus regular deicing salt, requires no need for mixing equipment and helps reduce labor costs and fuel consumption.

**BETTER PRODUCT COMPOSITION** – Fewer lumps and crusts, and no clogging at the spreader.

**LOWER ENVIRONMENTAL IMPACT** – Customers find they can reduce product usage 20-40% when compared to bulk deicing salt.

**LESS EQUIPMENT CORROSION** – PNS-approved inhibitor proven to be three times less corrosive than regular rock salt.

**INCREASED OPERATIONAL EFFECTIVENESS** – Effective melting at temperatures when rock salt becomes ineffective, uniform mixture for uniform performance, non-leaching formulation, greater residual effects and green coloring for easier identification on roadways.

### MANUFACTURER'S RECOMMENDATIONS

- ClearLane® enhanced deicer is a non-leaching product. The liquid treatment used is water soluble and therefore should be kept under covered storage.
- Blending salt or sand to the product will reduce its effectiveness against scatter.
- Providing superior snow-fighting and effective winter maintenance services requires great expertise and the ability to identify effective application methods. Customers who use this product find they can use between 20-40% less product when compared to rock salt. For best results, use straight ClearLane® enhanced deicer at application rates that show the most effective performance.
- This product is intended for bulk deicing use only. It should not be packaged for any purpose, including for re-sale.

### Chemical Analysis

COMPONENT	TYPICAL
Sodium Chloride CAS No. 7647-14-5 %	95.4 - 96.4
Water %	2.2 - 3.6
Magnesium Chloride CAS No. 7786-30-3 %	0.9 - 1.3
Sodium Gluconate CAS No. 527-07-1 %	0.08 - 0.18
Xanthan Gum CAS No. 11138-66-2 %	0.08 - 0.18
Colorant (ppm)	15-50
Yellow Prussiate of Soda* CAS No. 14434-22-1 (ppm)*	50

\*Optional anti-caking agent



### PUT A FREEZE ON CORROSION.

Ice isn't the only thing a deicer attacks. Rock salt can cause corrosion to your equipment. ClearLane® enhanced deicer helps mitigate this effect using a corrosion inhibitor in its formulation. In fact, tests demonstrate that ClearLane® is approximately 84% less corrosive than ASTM grade salt that is pre-wetted with brine .

### Methods of Analysis

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

### Producing Location

This product may be mined at Cleveland, OH, Lansing, NY, or Cote Blanche, LA. Product of the USA. Salt may also be imported from Chile, Egypt or Morocco.

### Product Configuration

PRODUCT NAME	SAP DESCRIPTION	SAP NUMBER
Clearlane®		
Bulk	CLEARLANE	100012763



Protect lives and enhance commerce by providing sustainable road safety solutions.



Technical Information  
**ClearLane® enhanced deicer**

**DESCRIPTION:**

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

**COMPLIANCE:**

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

**ADDITIVES:**

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

**APPLICATION:**

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

**HANDLING AND STORAGE:**

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

**PACKAGING:**

ClearLane® enhanced deicer is available only in bulk form.

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

**METHODS OF ANALYSIS:**

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

**CHEMICAL ANALYSIS OF TREATED SALT**

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

**CHEMICAL ANALYSIS OF PRE-WETTING AGENT**

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

**SIEVE ANALYSIS:**

U.S.S. Mesh	Opening Inches	Opening Microns	Specification
1/2"	0.500	12700	100
3/8"	0.375	9525	95 - 100
4	0.187	4760	20 - 90
8	0.0937	2380	10 - 60
30	0.0232	590	0 - 15

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

**PRODUCING LOCATIONS: VARIOUS LOCATIONS ACROSS THE U.S.**

**Material Number 100012763**

**No. 7714- Sept 2015 Rev 11**

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



# SAFETY DATA SHEET

## 1. Identification

**Product identifier** ClearLane® enhanced deicer  
**Other means of identification**  
**SDS number** NC19  
**Synonyms** Sodium Chloride mixed with Magnesium Chloride  
**Recommended use** Salt may be intended for several industrial applications including deicing.  
**Recommended restrictions** None known.

### Manufacturer/Importer/Supplier/Distributor information

#### Manufacturer

**Company name** Cargill Incorporated  
**Address** Minneapolis, MN 55440  
**Telephone** 1-888-385-7258  
**Website** www.cargillsalt.com  
**Emergency telephone number** CHEMTREC (800) 424-9300

## 2. Hazard(s) identification

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

## 3. Composition/information on ingredients

### Mixtures

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

ClearLane® enhanced deicer  
922325 Version #: 04 Revision date: 16-April-2018 Issue date: 30-December-2014

SDS US  
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#### 4. First-aid measures

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

#### 5. Fire-fighting measures

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

#### 6. Accidental release measures

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

#### 7. Handling and storage

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

#### 8. Exposure controls/personal protection

<b>Occupational exposure limits</b>	No exposure limits noted for ingredient(s).
<b>Biological limit values</b>	No biological exposure limits noted for the ingredient(s).
<b>Appropriate engineering controls</b>	Ventilation should be sufficient to effectively remove and prevent buildup of any dusts or fumes that may be generated during handling or thermal processing.
<b>Individual protection measures, such as personal protective equipment</b>	
<b>Eye/face protection</b>	Unvented, tight fitting goggles should be worn in dusty areas.

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

## 9. Physical and chemical properties

<b>Appearance</b>	Green damp crystalline solid.
<b>Physical state</b>	Solid.
<b>Form</b>	Damp crystalline solid.
<b>Color</b>	Green.
<b>Odor</b>	None.
<b>Odor threshold</b>	Not available.
<b>pH</b>	7 - 8.6
<b>Melting point/freezing point</b>	1473.8 °F (801 °C)
<b>Initial boiling point and boiling range</b>	2669 °F (1465 °C) (760 mmHg)
<b>Flash point</b>	Not available.
<b>Evaporation rate</b>	Not available.
<b>Flammability (solid, gas)</b>	Not available.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	Not available.
<b>Flammability limit - upper (%)</b>	Not available.
<b>Explosive limit - lower (%)</b>	Not available.
<b>Explosive limit - upper (%)</b>	Not available.
<b>Vapor pressure</b>	2.4 mm Hg (1376.6 °F (747 °C))
<b>Vapor density</b>	Not available.
<b>Relative density</b>	2.16 (H <sub>2</sub> O = 1)
<b>Solubility(ies)</b>	
<b>Solubility (water)</b>	26.4 %
<b>Partition coefficient (n-octanol/water)</b>	Not available.
<b>Auto-ignition temperature</b>	Not available.
<b>Decomposition temperature</b>	Not available.
<b>Viscosity</b>	Not available.
<b>Other information</b>	
<b>Bulk density</b>	72 - 80 lb/ft <sup>3</sup>
<b>Molecular formula</b>	NaCl, MgCl <sub>2</sub>
<b>Molecular weight</b>	NaCl = 58.44, MgCl <sub>2</sub> = 95.22
<b>pH in aqueous solution</b>	5 - 9

## 10. Stability and reactivity

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

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

## 11. Toxicological information

### Information on likely routes of exposure

<b>Inhalation</b>	Inhalation of dusts may cause respiratory irritation.
<b>Skin contact</b>	Prolonged or repeated skin contact may cause irritation. If applied to damaged skin, absorption can occur with effects similar to those via ingestion.
<b>Eye contact</b>	Dust in the eyes will cause irritation.
<b>Ingestion</b>	Expected to be a low ingestion hazard.

### Symptoms related to the physical, chemical and toxicological characteristics

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

### Information on toxicological effects

<b>Acute toxicity</b>	In some cases of confirmed hypertension, ingestion may result in elevated blood pressure. Ingestion of large amounts (greater than 0.1 pound) can cause gastrointestinal upset and irritation of the stomach. Rare cases of over exposure can lead to systemic toxicity related to the binding of ionized blood calcium.
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Components	Species	Test Results
Magnesium chloride (CAS 7786-30-3)		
<u>Acute</u>		
<b>Oral</b>		
LD50	Rat	2800 mg/kg
Sodium Chloride (CAS 7647-14-5)		
<u>Acute</u>		
<b>Oral</b>		
LD50	Rat	3000 mg/kg

<b>Skin corrosion/irritation</b>	Prolonged skin contact may cause temporary irritation.
<b>Serious eye damage/eye irritation</b>	Dust in the eyes will cause irritation.
<b>Respiratory or skin sensitization</b>	
<b>Respiratory sensitization</b>	Not available.
<b>Skin sensitization</b>	This product is not expected to cause skin sensitization.
<b>Germ cell mutagenicity</b>	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
<b>Carcinogenicity</b>	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
<b>IARC Monographs. Overall Evaluation of Carcinogenicity</b>	
FD&C Blue No. 1 (CAS 3844-45-9)	3 Not classifiable as to carcinogenicity to humans.
<b>NTP Report on Carcinogens</b>	
Not listed.	
<b>OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)</b>	
Not regulated.	

**Reproductive toxicity** This product is not expected to cause reproductive or developmental effects.

**Specific target organ toxicity - single exposure** Not classified.

**Specific target organ toxicity - repeated exposure** Not classified.

**Aspiration hazard** Due to the physical form of the product it is not an aspiration hazard.

## 12. Ecological information

**Ecotoxicity** The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

**Persistence and degradability** No data is available on the degradability of this product.

**Bioaccumulative potential** No data available.

**Mobility in soil** No data available.

**Other adverse effects** None known.

## 13. Disposal considerations

**Disposal instructions** Collect and reclaim or dispose in sealed containers at licensed waste disposal site.

**Local disposal regulations** Dispose in accordance with all applicable regulations.

**Hazardous waste code** The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

**Waste from residues / unused products** Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

**Contaminated packaging** Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

## 14. Transport information

**DOT**  
Not regulated as dangerous goods.

**IATA**  
Not regulated as dangerous goods.

**IMDG**  
Not regulated as dangerous goods.

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

## 15. Regulatory information

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

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

Not regulated.

### **CERCLA Hazardous Substance List (40 CFR 302.4)**

Not listed.

### **SARA 304 Emergency release notification**

Not regulated.

### **OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)**

Not regulated.

### **Superfund Amendments and Reauthorization Act of 1986 (SARA)**

#### **SARA 302 Extremely hazardous substance**

Not listed.

**SARA 311/312 Hazardous chemical** Yes

**Classified hazard categories** Acute toxicity (any route of exposure)

#### **SARA 313 (TRI reporting)**

Not regulated.

**Other federal regulations**

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

Not regulated.

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

Not regulated.

**Safe Drinking Water Act (SDWA)** Not regulated.

**US state regulations**

**US. Massachusetts RTK - Substance List**

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

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

Not listed.

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

Not listed.

**US. Rhode Island RTK**

Not regulated.

**California Proposition 65**

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

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

Magnesium chloride (CAS 7786-30-3)

**International Inventories**

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

\*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

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

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

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

**Disclaimer**

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

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

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

# Bulk Ice Control Salt



## Product Description and Application

### Bulk Ice Control Salt

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

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

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

### Methods of Analysis

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

### Producing Locations

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



## Why Cargill?

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

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

Customer Service: (800) 600-SALT (7258)

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

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SALT-3892 (10/19)

[www.cargillsalt.com](http://www.cargillsalt.com)  
[www.cargilldeicing.com](http://www.cargilldeicing.com)

## Physical Information

### Chemical Analysis

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

\*Optional anti-caking agent

### Sieve Analysis

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

### Bulk Density

PARAMETER	TYPICAL
Pounds per Cubic Foot	75
Grams per Liter	1200

### Product Configuration

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

## CONTACT

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





# SAFETY DATA SHEET

## 1. Identification

**Product identifier** Bulk Ice Control Salt with YPS

**Other means of identification**

**SDS number** NB2

**Synonyms** Bulk Rock Salt with YPS \* Ice Control Salt. \* Halite \* Sodium Chloride (Salt).

**Recommended use** Salt is intended for several industrial applications including deicing.

**Recommended restrictions** None known.

### Manufacturer/Importer/Supplier/Distributor information

#### Manufacturer

**Company name** Cargill Incorporated

**Address** Minneapolis, MN 55440

**Telephone** 1-888-385-7258

**Website** www.cargillsalt.com

**Emergency telephone number** CHEMTREC (800) 424-9300

## 2. Hazard(s) identification

**Physical hazards** Not classified.

**Health hazards** Not classified.

**OSHA defined hazards** Not classified.

#### Label elements

**Hazard symbol** None.

**Signal word** None.

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

#### Precautionary statement

**Prevention** Observe good industrial hygiene practices.

**Response** Wash hands after handling.

**Storage** Store away from incompatible materials.

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

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

**Supplemental information** None.

## 3. Composition/Information on ingredients

#### Mixtures

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

GRAS Substance (Generally Recognized As Safe).

## 4. First-aid measures

**Inhalation** If dust from the material is inhaled, remove the affected person immediately to fresh air. Call a physician if symptoms develop or persist.

**Skin contact** Wash off with soap and water. Get medical attention if irritation develops and persists.

**Eye contact** Rinse with water. Get medical attention if irritation develops and persists.

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

## 5. Fire-fighting measures

<b>Suitable extinguishing media</b>	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO <sub>2</sub> ).
<b>Unsuitable extinguishing media</b>	Do not use water jet as an extinguisher, as this will spread the fire.
<b>Specific hazards arising from the chemical</b>	During fire, gases hazardous to health may be formed such as: Carbon oxides (CO <sub>x</sub> ). Hydrogen Chloride (HCl). Hydrogen cyanide. Metal oxides.
<b>Special protective equipment and precautions for firefighters</b>	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
<b>Fire fighting equipment/instructions</b>	Use water spray to cool unopened containers.
<b>Specific methods</b>	Use standard firefighting procedures and consider the hazards of other involved materials.
<b>General fire hazards</b>	This product is not flammable or combustible.

## 6. Accidental release measures

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

## 7. Handling and storage

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

## 8. Exposure controls/personal protection

<b>Occupational exposure limits</b>	No exposure limits noted for ingredient(s).
<b>Biological limit values</b>	No biological exposure limits noted for the ingredient(s).
<b>Appropriate engineering controls</b>	Ventilation should be sufficient to effectively remove and prevent buildup of any dusts or fumes that may be generated during handling or thermal processing.
<b>Individual protection measures, such as personal protective equipment</b>	
<b>Eye/face protection</b>	Unvented, tight fitting goggles should be worn in dusty areas.
<b>Skin protection</b>	
<b>Hand protection</b>	Wear appropriate chemical resistant gloves.
<b>Skin protection</b>	
<b>Other</b>	Wear suitable protective clothing.
<b>Respiratory protection</b>	If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits.
<b>Thermal hazards</b>	Wear appropriate thermal protective clothing, when necessary.

**General hygiene considerations**

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

**9. Physical and chemical properties**

<b>Appearance</b>	White crystalline solid
<b>Physical state</b>	Solid.
<b>Form</b>	Crystalline solid.
<b>Color</b>	White to opaque
<b>Odor</b>	Halogen odor when heated
<b>Odor threshold</b>	Not available.
<b>pH</b>	Not available.
<b>Melting point/freezing point</b>	1473.8 °F (801 °C)
<b>Initial boiling point and boiling range</b>	2669 °F (1465 °C) (760 mmHg)
<b>Flash point</b>	Not available.
<b>Evaporation rate</b>	Not available.
<b>Flammability (solid, gas)</b>	Not available.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	Not available.
<b>Flammability limit - upper (%)</b>	Not available.
<b>Explosive limit - lower (%)</b>	Not available.
<b>Explosive limit - upper (%)</b>	Not available.
<b>Vapor pressure</b>	2.4 mm Hg (1376.6 °F (747 °C))
<b>Vapor density</b>	Not available.
<b>Relative density</b>	2.16 (H <sub>2</sub> O = 1)
<b>Solubility(ies)</b>	
<b>Solubility (water)</b>	26.4 %
<b>Partition coefficient (n-octanol/water)</b>	Not available.
<b>Auto-ignition temperature</b>	Not available.
<b>Decomposition temperature</b>	Not available.
<b>Viscosity</b>	Not available.
<b>Other information</b>	
<b>Bulk density</b>	35 - 83 lb/ft <sup>3</sup>
<b>Molecular formula</b>	NaCl
<b>Molecular weight</b>	58.44
<b>pH in aqueous solution</b>	6 - 9

**10. Stability and reactivity**

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

## 11. Toxicological information

### Information on likely routes of exposure

Inhalation	Inhalation of dusts may cause respiratory irritation.
Skin contact	Prolonged or repeated skin contact may cause irritation.
Eye contact	Dust in the eyes will cause irritation.
Ingestion	Expected to be a low ingestion hazard.

### Symptoms related to the physical, chemical and toxicological characteristics

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

### Information on toxicological effects

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

### Components

#### Species

#### Test Results

Sodium Chloride (CAS 7647-14-5)

#### Acute

#### Oral

LD50

Rat

3000 mg/kg

### Skin corrosion/irritation

Prolonged skin contact may cause temporary irritation.

### Serious eye damage/eye irritation

Dust in the eyes will cause irritation.

### Respiratory or skin sensitization

#### Respiratory sensitization

Not available.

#### Skin sensitization

This product is not expected to cause skin sensitization.

### Germ cell mutagenicity

No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

### Carcinogenicity

This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

### IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

### NTP Report on Carcinogens

Not listed.

### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

### Reproductive toxicity

This product is not expected to cause reproductive or developmental effects.

### Specific target organ toxicity - single exposure

Not classified.

### Specific target organ toxicity - repeated exposure

Not classified.

### Aspiration hazard

Due to the physical form of the product it is not an aspiration hazard.

## 12. Ecological information

### Ecotoxicity

The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

### Persistence and degradability

No data is available on the degradability of this product.

### Bioaccumulative potential

No data available.

### Mobility in soil

No data available.

### Other adverse effects

None known.

## 13. Disposal considerations

### Disposal instructions

Collect and reclaim or dispose in sealed containers at licensed waste disposal site.

### Local disposal regulations

Dispose in accordance with all applicable regulations.

Bulk Ice Control Salt with YPS

922082 Version #: 02 Revision date: 18-February-2018 Issue date: 12-August-2014

SDS US

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**Hazardous waste code** The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

**Waste from residues / unused products** Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

**Contaminated packaging** Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

#### 14. Transport information

**DOT**

Not regulated as dangerous goods.

**IATA**

Not regulated as dangerous goods.

**IMDG**

Not regulated as dangerous goods.

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

#### 15. Regulatory information

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

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

Not regulated.

**CERCLA Hazardous Substance List (40 CFR 302.4)**

Not listed.

**SARA 304 Emergency release notification**

Not regulated.

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)**

Not regulated.

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

**SARA 302 Extremely hazardous substance**

Not listed.

**SARA 311/312 Hazardous chemical** No

**SARA 313 (TRI reporting)**

Not regulated.

**Other federal regulations**

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

Not regulated.

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

Not regulated.

**Safe Drinking Water Act (SDWA)** Not regulated.

**US state regulations**

**US. Massachusetts RTK - Substance List**

Not regulated.

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

Not listed.

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

Not listed.

**US. Rhode Island RTK**

Not regulated.

### California Proposition 65

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

#### International Inventories

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

\*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

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

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

Issue date	12-August-2014
Revision date	18-February-2018
Version #	02
HMIS® ratings	Health: 1 Flammability: 0 Physical hazard: 0 Personal protection: A

#### Disclaimer

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

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

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

# BID SPECIFICATIONS

## SUPPLYING SODIUM CHLORIDE

**TO A PURCHASING CONSORTIUM FOR THE FOLLOWING OHIO MUNICIPALITIES:**

*BEACHWOOD, BEDFORD, BEREA, BRECKSVILLE, BROADVIEW HEIGHTS,*

*BROOKLYN, BROOKLYN HEIGHTS, CUYAHOGA COUNTY,*

*INDEPENDENCE, LAKEWOOD, MIDDLEBURG HEIGHTS,*

*NORTH ROYALTON, SEVEN HILLS & VALLEY VIEW*

BRECKSVILLE CITY HALL  
9069 BRECKSVILLE ROAD  
BRECKSVILLE, OHIO 44141

BID OPENING:  
10:00 AM  
Thursday, April 24, 2025

## INVITATION TO BID - LEGAL NOTICE

Sealed bids will be received by the Director of Purchasing of the City of Brecksville, in the Purchasing Office, Brecksville City Hall, 9069 Brecksville Road, Brecksville, Ohio 44141, until 10:00 a.m. on Thursday, April 24, 2025 for supplying sodium chloride to be used for ice control by the City Service Departments of the following municipalities: Beachwood, Bedford, Berea, Brecksville, Broadview Heights, Brooklyn, Brooklyn Heights, Cuyahoga County, Independence, Lakewood, Middleburg Heights, North Royalton, Seven Hills, and Valley View.

Bid Specifications can be obtained at no charge at the office of the Director of Purchasing, Brecksville City Hall, 9069 Brecksville Road, 44141, or via email by contacting Monica Bartkiewicz at 440-526-2622 or [mbartkiewicz@brecksville.oh.us](mailto:mbartkiewicz@brecksville.oh.us). Bid Proposals will ONLY be opened from plan holders who have obtained plans and specifications directly from the City of Brecksville Purchasing Office.

Bids must be accompanied by the Bid Guaranty & Contract Bond provided in the bid specification book, or a Bid Bond, certified check or cashier's check, in an amount equal to 10% of the bid, payable to the City of Brecksville, as a guarantee that if said bid is accepted, a contract will be entered into and its performance properly secured.

The City of Brecksville reserves the right to reject any and all bids, to waive any informalities or irregularities in the bids received and to accept any bids which it deems most favorable and to disregard all nonconforming, incomplete, or conditional bids or counter proposals; and to conduct investigations to assist in the evaluation of any bid so as to establish qualifications, responsibility, and financial ability of the contractor or sub-contractor to complete the work in accordance with the contract documents to the City's satisfaction within the prescribed time.

## INSTRUCTIONS TO BIDDERS

Sealed bids will be received by the Purchasing Director of the City of Brecksville in the Purchasing Department office at 9069 Brecksville Road, Brecksville, Ohio, 44141, until 10:00 AM on April 24, 2025, for supplying sodium chloride to be used for ice control by the City Service Departments of the following "Consortium Member Agencies" (to be referred to as **CMA**): Beachwood, Bedford, Berea, Brecksville, Broadview Heights, Brooklyn, Brooklyn Heights, Cuyahoga County, Independence, Lakewood, Middleburg Heights, North Royalton, Seven Hills, and Valley View. Bids will be opened and read immediately thereafter. This is a cooperative purchasing effort on behalf of the above-named communities and is a solicitation for bids on behalf of each entity.

All bidders must use the attached Bid Form. Bids must be presented in a sealed envelope clearly marked, "April 2025 Sodium Chloride Bid."

Exceptions to these specifications must be fully detailed on the enclosed Exception Sheet, and submitted with the Bid Form; if none, bidder shall state such on the Exception Sheet and submit with bid.

Each proposal must contain the full name and address of each person or company interested herein. The firm, corporation or individual name of a bidder must be signed by the authorized bidder. In the case of a corporation, the person signing must be authorized by the corporation to do so, and must indicate his title. In the case of a partnership, at least one of the managing partners must sign, and such person shall indicate that he is a member of the firm. In the case of an individual operating under a trade name, such individual shall sign the bid and shall indicate the name under which the business is conducted.

Bids must be accompanied by the Bid Guaranty & Contract Bond provided on pages 15 and 16

of the Bid Specifications, or a certified check or bond in the amount of 10% of the total bid, (price per ton x 56,500 tons = total bid), payable to the City of Brecksville, as a guarantee that if said bid is accepted, a contract will be entered into and its performance properly secured. Checks/bonds of unsuccessful bidders will be returned after a firm contract is entered into with the successful bidder.

The CMA are exempt from Ohio Sales Tax and Federal Excise Tax. All prices shall be exclusive of all such taxes.

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to same, or any part thereof, without previous consent in writing from the CMA, endorsed on or attached to, the contract.

### CONTRACT REMEDIES

- A. Actual Damages: The successful bidding vendor is liable to the CMA for all actual and direct damages caused by the vendor's default. An individual CMA may substitute supplies or services, from a third party, for those that were to be provided by the vendor. An individual CMA may recover the costs associated with acquiring substitute supplies or services from the vendor, less any expenses or costs saved by vendor's default.
- B. Liquidated Damages: If actual and direct damages are uncertain or difficult to determine, the individual CMA may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone, that is the subject of the default for every day that the default is not cured by the vendor. If delay of the cure is caused by the individual CMA, the delivery date shall be extended accordingly to offset such delays. Approval to extend any scheduled

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delivery date shall be at the sole discretion of that individual CMA.

- C. Deduction of Damages from Contract Price: An individual CMA may deduct all or any part of the damages resulting from the vendor's default from any part of the price still due on their contract, upon prior written notice issued to the vendor by that CMA.

An individual CMA or the contractor may terminate the resulting contract at any time by either party giving thirty days written notice to the other party of the intention to terminate the contract.

By submitting a bid, each bidder is ensuring that he is an Equal Opportunity Employer, and that his employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin. By signing a contract with the CMA, the successful bidder guarantees that he complies with the above provision, and all other applicable state and federal laws regarding public contract work.

Before a bid is awarded, the CMA may request that a bidder furnish evidence satisfactory to the CMA that the company has the necessary equipment, ability, supply and financial resources to fulfill the conditions of the contract and specifications. A Pre-Award meeting with the CMA may be scheduled with the apparent lowest and best bidder(s) to review and discuss these capabilities.

The Councils of the CMA named herein reserve the right to accept or reject any or all bids, or any portion thereof, and to waive any informalities or irregularities in the bids received and to accept any bid which it deems favorable.

### EXECUTION OF CONTRACT

The successful bidder shall execute a contract on behalf of each named CMA in this cooperative purchasing group. After a contract has been signed, it shall only become operative upon receipt of a purchase order, phone or facsimile order from the individual CMA.

**Each CMA shall be obligated under the contract to purchase 80% of the amount estimated in the specifications on the following page for their agency, and are not to exceed 140% of that estimated amount in total ordering quantity for the contract term.**

Invoices shall be the sole responsibility of the ordering CMA and shall be mailed directly to the entity. Delivery shall be to the locations on the following page, as instructed by the CMA placing the order:

(LEFT INTENTIONALLY BLANK)

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<i>Location of Salt Storage Facilities</i>	<i>Type of Delivery</i>	<i>Estimated Quantities <sup>1</sup></i>
<b>Beachwood</b> 23355 Mercantile Road 26001 Shaker Boulevard	Dump	7,000 tons
<b>Berea</b> 400 Barrett Road	Dump	750 Tons 2,000 tons TREATED
<b>Bedford</b> 100 Solon Road	Dump	3,600 tons
<b>Brecksville</b> 9023 Brecksville Road 6916 Stadium Drive	Dump	8,000 tons
<b>Broadview Heights</b> 9543 Broadview Road	Dump	5,000 tons
<b>Brooklyn</b> 9400 Memphis Avenue	Dump or Piled	2,400 tons
<b>Brooklyn Heights</b> 233 Tuxedo Avenue	Dump	700 tons
<b>Cuyahoga County</b> 1334 Main Street	Dump	350 tons
<b>Independence</b> 6350 Selig Drive	Dump	5,500 tons
<b>Lakewood</b> 1699 Metro Park Drive	Dump	4,000 tons
<b>Middleburg Heights</b> 7375 Engle Road	Dump	7,000 tons TREATED
<b>North Royalton</b> 11545 Royalton Road	Dump	6,000 tons
<b>Seven Hills</b> 7355 Broadview Road	Dump	2,800 tons
<b>Valley View</b> 6875 Hathaway Road	Dump	1,400 tons
<b>TOTAL</b>		<b>47,500 tons Untreated</b> <b><u>9,000 tons Treated</u></b> <b>56,500 TONS TOTAL</b>

<sup>1</sup> Untreated unless otherwise specified as “TREATED”

## SPECIFICATIONS

**QUANTITY:** Approximately 56,500 tons, as specified under “Estimated Quantities,” on the previous page with an 80% minimum and 140% maximum purchase commitment from each consortium member agency. Bidders may provide optional pricing for CMA salt quantities in excess of the respective 140% maximum quantity and up to 160% of the Estimated Quantity.

**SCOPE:** These specifications cover sodium chloride (rock salt), meeting Ohio Department of Transportation Specification 712.03, covering ASTM D-632, type 1, grade 1, to be used for ice control by the CMA Service Departments.

Bids will also be accepted for treated sodium chloride, useable by the CMA as delivered, containing corrosion inhibitors, which will remain free-flowing at low temperatures and provide less scatter when applied to road surfaces. Bidders are to submit complete product specs, chemical analysis of all the components, handling and storage instructions, recommended application rates and environmental impact. Each CMA will reserve the right to order either treated or untreated salt at its own discretion, as needed, during the contract period.

**DELIVERY:** Sodium chloride to be shipped bulk by truck and dumped in designated storage bins and/or piler delivered. Bid prices shall be F.O.B. destination. **The successful bidding vendor shall guarantee delivery within 24 to 72 hours of order placement.**

**Prior to each winter season, the successful bidder shall provide to each CMA the name of the trucking company to be used for delivery and a point of contact from the trucking company, their direct phone number, and email address.** Such contacts shall be reachable during normal business hours for CMA inquiries, and should that individual not be available, the CMA shall be provided with alternate contact information.

In the event delivery is not made within the required 24 to 72 hour timeframe, the CMA may exercise their “Contract Remedies” including the procurement of sodium chloride from a third party supplier, and the vendor shall be responsible for any price differential.

**QUALITY:** All sodium chloride shall be treated as to prevent caking, hardening or clotting. The sodium chloride shall arrive at the delivery point in a free-flowing and usable condition. Product shall be rejected if it fails to pass any of the requirements of these specifications.

**TERM:** Beginning November 1, 2025 and continuing at a firm price through October 31, 2026.

The consortium has the option, based on unanimous agreement of all members, to extend their contract for a second (2<sup>nd</sup>) year and third (3<sup>rd</sup>) year. Prices are to be negotiated with the successful bidder through the consortium administrator, and accepted by all members, prior

to the expiration of the first- and second-year contracts.

**BID FORM**

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

**Cost for FIRST year, Untreated Sodium Chloride:**

\$ \_\_\_\_\_ Per Ton, Dump Delivery                      \$ \_\_\_\_\_ Per Ton, Piler Delivery

**Cost for FIRST year, Treated Sodium Chloride:**

\$ \_\_\_\_\_ Per Ton, Dump Delivery                      \$ \_\_\_\_\_ Per Ton, Piler Delivery

**Products Bid:** \_\_\_\_\_

**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)

**Pricing for salt in excess of the CMA 140% maximum quantity offered, up to 160% of Estimated Quantity (OPTIONAL)?**

\_\_\_ Yes                      \_\_\_ No

If yes, cost for Untreated Sodium Chloride in excess of CMA's 140% maximum quantity:

\$ \_\_\_\_\_ Per Ton, Dump Delivery                      \$ \_\_\_\_\_ Per Ton, Piler Delivery

If yes, cost for Treated Sodium Chloride in excess of CMA's 140% maximum quantity:

\$ \_\_\_\_\_ Per Ton, Dump Delivery                      \$ \_\_\_\_\_ Per Ton, Piler Delivery

**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:    \_\_\_ /Dump                      \_\_\_ /Piler

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**Name & Address of Bidder:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
\_\_\_\_\_

(Please type or print name)

**Title:**

\_\_\_\_\_

**Enclosed:** \_\_\_\_\_ Bid Guaranty/Contract Bond \_\_\_\_\_ 10% Bid Bond \_\_\_\_\_ Bid Check, Amount \$ \_\_\_\_\_

**Date of Bid Submission:** \_\_\_\_\_ **Last Addendum Received:** \_\_\_\_\_



**REFERENCES**

List references for similar contract work completed during the last two (2) 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 \_\_\_\_\_

**CITY OF BRECKSVILLE BIDDER'S AFFIDAVIT  
PERSONAL PROPERTY TAX DELINQUENCY**

RE: City of Brecksville

**Bid: Supplying Sodium Chloride in 2025/2026**  
Personal Property Tax Certification  
Required by Ohio Revised Code  
Section 5719.042

City of Brecksville  
9069 Brecksville Road  
Brecksville, OH 44141

Dear Sir:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
President/Owner

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

OR

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
President/Owner

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

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

\_\_\_\_\_ SWORN TO before me and subscribed in my  
presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF COMPLIANCE**

By signing this certificate, I certify that I/my company is in full compliance with the political contributions limitations established in Ohio Revised Code 3517.13, and is therefore eligible to receive a contract from each City represented in this bid, except the City of \_\_\_\_\_ (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 \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

DATE SIGNED \_\_\_\_\_



**DESCRIPTION OF WORK TO BE PERFORMED**

Supplying Sodium Chloride & Delivery When Required



**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:

---

(Company Name)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**BID GUARANTY AND CONTRACT BOND**

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

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

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

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

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

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

Supplying Sodium Chloride Specifications  
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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



May 13, 2026

Ms. Monica Bartkiewicz  
Director of Purchasing  
9069 Brecksville Rd  
Brecksville, OH 44141  
Email: [mbartkiewicz@brecksville.oh.us](mailto:mbartkiewicz@brecksville.oh.us)  
Phone: (440) 586-2622

RE: Road Salt Contract Renewal

Dear Ms. Bartkiewicz,

This letter is being submitted in response to your request for a renewal price for the 26/2027 contract season. This renewal shall be for one (1) contract term commencing November 1, 2026, and ending October 31, 2027. The extension would be a continuation of the original terms and conditions.

We are proactively planning our capabilities to meet the expected demand, to keep people safe and keep commerce moving. Cargill Deicing Solutions values our relationship with the Brecksville Consortium members, which is why we will continue to focus on delivering the best products and services.

This proposal is contingent upon the total filed requirements for the 26/2027 season- both untreated and treated- being +/- 10% from the 25/2026 total filed requirements. The calculation shall include additional participants requesting to join the consortium for the 26/2027 season

Based on current cost and operational considerations, we are proposing the following price adjustments for the 26/2027 contract season:

Product	Mode	Price Per Ton
Road Salt- Untreated	Dump	\$71.40
Road Salt- Untreated	Piler	\$86.40
Road Salt- Treated	Dump	\$85.28
Road Salt- Treated	Piler	\$100.28

Please let me know if the above proposed increase is acceptable by **EOD on Wednesday, May 27th**. This date is firm; after that time, the renewal proposal will be considered null and void. Thank you in advance for your time and consideration of this request

Sincerely,

*Amanda Knaus*

Amanda Knaus  
District Manager – Government Sales

24950 County Club Blvd.  
Suite 450  
North Olmsted, OH 44070

PH: 440-590-6518  
Amanda\_Knaus@cargill.com

**RESOLUTION RECORD**  
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5799

**A RESOLUTION ACCEPTING THE QUOTE OF  
VANCE’S LAW ENFORCEMENT FOR THE  
PURCHASE OF DUTY PISTOLS, HOLSTERS  
AND SIMMUNITION FOR THE POLICE  
DEPARTMENT; AND DECLARING  
AN EMERGENCY**

**WHEREAS**, pursuant to Article II of its Charter, the City of Brecksville may exercise its power of local self-government through the enactments of the Council; and

**WHEREAS**, the Police Department has contacted six vendors for quotes, with four vendors not submitting said quotes and one vendor submitting a quote for more expensive retail pricing; and

**WHEREAS**, Vance’s Law Enforcement is the only vendor to submit a quote to date; and

**WHEREAS**, the requested action by council is time sensitive.

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

**SECTION 1.** The quote of Vance’s Law Enforcement for the purchase of duty pistols, holsters and simmunition for the Police Department, at a cost not to exceed forty-one thousand, two hundred seventy-seven dollars (\$41,277.00), a copy of which quote is attached hereto as Exhibit “A” be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary Work Authorization form.

**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Police Department’s need for the equipment, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: June 16, 2026

APPROVED: June 16, 2026

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MAYOR

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CLERK OF COUNCIL

**RESOLUTION RECORD**  
COUNCIL OF THE CITY OF BRECKSVILLE

**Resolution No. 5799**

**A RESOLUTION ACCEPTING A PERMANENT STORM SEWER  
EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, OPERATING,  
MAINTAINING, REPAIRING AND REPLACING STORM SEWER  
FACILITIES AND APPURTENANCES THERETO IN, UNDER, ACROSS  
AND THROUGH CERTAIN LANDS OWNED BY DANIEL C. MCGEE &  
GINA M. THOMAS MCGEE AND KNOWN AS PPN 601-23-004; AND  
DECLARING AN EMERGENCY**

**WHEREAS**, the City of Brecksville must accept a permanent storm sewer easement through certain lands owned by Daniel C. McGee & Gina M. Thomas McGee for the Whitewood Road Storm Repair Project.

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

**SECTION 1.** The Mayor be, and hereby is, authorized to accept a Permanent Storm Sewer Easement for installation and maintenance of storm sewer facilities and appurtenances thereto in, under, across and through certain lands owned by Daniel C. McGee & Gina M. Thomas McGee and known as PPN 601-23-004, a copy of which Easement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."

**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1. hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1. hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement to install and maintain storm sewers, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK OF COUNCIL

## EXHIBIT "A"

### EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, OPERATING, MAINTAINING, REPAIRING AND REPLACING STORM SEWER FACILITIES, AND APPURTENANCES THERETO IN, UNDER, ACROSS AND THROUGH CERTAIN LANDS OWNED BY

**DANIEL C. MCGEE & GINA M. THOMAS MCGEE**

(Permanent Parcel No. 601-23-004)

KNOW ALL PERSONS BY THESE PRESENTS that Daniel C. McGee and Gina M. Thomas McGee, their successors and assigns (hereinafter collectively referred to as "Grantor") who are the owners of certain land by deed recorded as AFN 201308300419 of Cuyahoga County Records, (hereinafter referred to as "Premises") in consideration of the sum of ten dollars (\$10.00) the receipt of which is acknowledged by Grantor, and for other good and valuable consideration received to their full satisfaction, do hereby give, grant, bargain and convey, unto the City of Brecksville (hereinafter referred to as "Grantee"), its successors and assigns, the perpetual right and perpetual easement to enter upon that portion of the Grantors' Premises, as described in Exhibit "A", attached hereto and expressly made a part hereof by reference (hereinafter referred to as the "Easement Area"), and to remove trees and other obstructions when necessary and in, under, across and through the aforesaid Easement Area to lay, construct, relay, reconstruct, maintain, operate, use, alter and repair storm sewer facilities, and appurtenances thereto and also the right to enter upon the aforesaid Easement Area, or any part thereof at any time for any of the foregoing purposes and the doing of all things necessary or incident thereto.

The Grantor hereby restricts said Premises within the limits of the aforesaid Easement Area against the construction thereon of any buildings or other structures of a temporary or permanent type, or the construction in, over or subjacent to the above-described Easement Area of any tunnels, sewers, ducts, pipes or poles within the limits of the above-described Easement Area. Further to restrict the storing or placing of any materials, parking of any vehicles of any type, equipment or obstruction thereon, or otherwise interfering with the access to or the maintenance of the storm sewer facilities, and appurtenances thereto and also restrict the planting or sufferance thereon or in such proximity thereto of trees and shrubbery which may restrict the accessibility of the storm sewer facilities, and appurtenances thereto.

The Grantor hereby reserves the right to use said Premises within the limits of the above-described Easement Area as are not herein expressly prohibited by and are not inconsistent with the rights and easement hereby granted.

**TO HAVE AND TO HOLD** the above granted easement and the storm sewers and appurtenances thereto which may be installed therein and any further additions installed by Grantee subsequently in, over and through such Easement Area for the purposes mentioned herein given unto Grantee by Grantor forever. And the Grantor does for themselves and their successors and assigns covenant with the Grantee and its successors and assigns, that at the time and until the sealing of these presents, the Grantor is well seized of the above described Premises as a good and indefeasible estate in fee simple and has good right to bargain and grant the same in manner and form as written above and that Grantor will warrant and defend said Premises with the appurtenances thereunto belonging to the Grantee, its successors and assigns against all lawful claims and demands whatsoever for the purposes herein described.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Brecksville, Ohio,  
on the 8 day of June, 2026.

Daniel C. McGee

Daniel C. McGee

Gina M. Thomas McGee

Gina M. Thomas McGee

STATE OF OHIO )  
 )SS:  
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above  
named (print name) Daniel C. McGee + Gina M. Thomas McGee who acknowledged that they did  
sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Brecksville, Ohio  
this 8 day of June, 2026.



TAMMY L TABOR  
Notary Public, State of Ohio  
My Commission Expires  
August 9, 2028

Tammy L. Tabor  
Notary Public

**CITY OF BRECKSVILLE**

By: \_\_\_\_\_  
Daryl J. Kingston, Mayor

STATE OF OHIO                    )  
  ) SS:            **NOTARY PUBLIC**  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Daryl J. Kingston, the duly elected and acting Mayor of the City of Brecksville, who, after first being duly cautioned according to law, acknowledged that he has the power to bind the City of Brecksville, pursuant to appropriate Councilmanic authorization, to the terms and conditions of the foregoing instrument and that he did sign the foregoing instrument as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

This Permanent Easement was authorized by Resolution No. \_\_\_\_\_, adopted by the Council of the City of Brecksville on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Tammy Tabor, Clerk of Council

Approved as to Form:

\_\_\_\_\_  
Law Director, City of Brecksville

Storm Sewer Easement  
McGee Parcel  
P.P.N. 601-23-004  
DGB 3810-847

May, 2026

**EXHIBIT "A"**  
LEGAL DESCRIPTION

Situated in the City of Brecksville, County of Cuyahoga, and State of Ohio, and being part of the Sublot No. 73 in the White Oaks Subdivision No. 4 of a part of Original Brecksville Township Lot No. 11, as shown by the recorded Plat in Volume 194 Page 7 of Cuyahoga County Map Records, bounded and described as follows:

Beginning at a point in the northerly line of Whitewood Road, 60 feet wide, at the southeast corner of land conveyed to Daniel C. McGee and Gina M. Thomas McGee by deed dated August 30, 2013 and recorded in A.F.N. 201308300419 of Cuyahoga County Map Records;

Thence North 03 degrees 15 minutes 56 seconds West, 197.70 feet along the easterly line of said land conveyed to Daniel C. McGee and Gina M. Thomas McGee to a point, there in;

Thence North 35 degrees 30 minutes 59 seconds West, 18.74 feet to a point, and the principal place of beginning of the easement herein described;

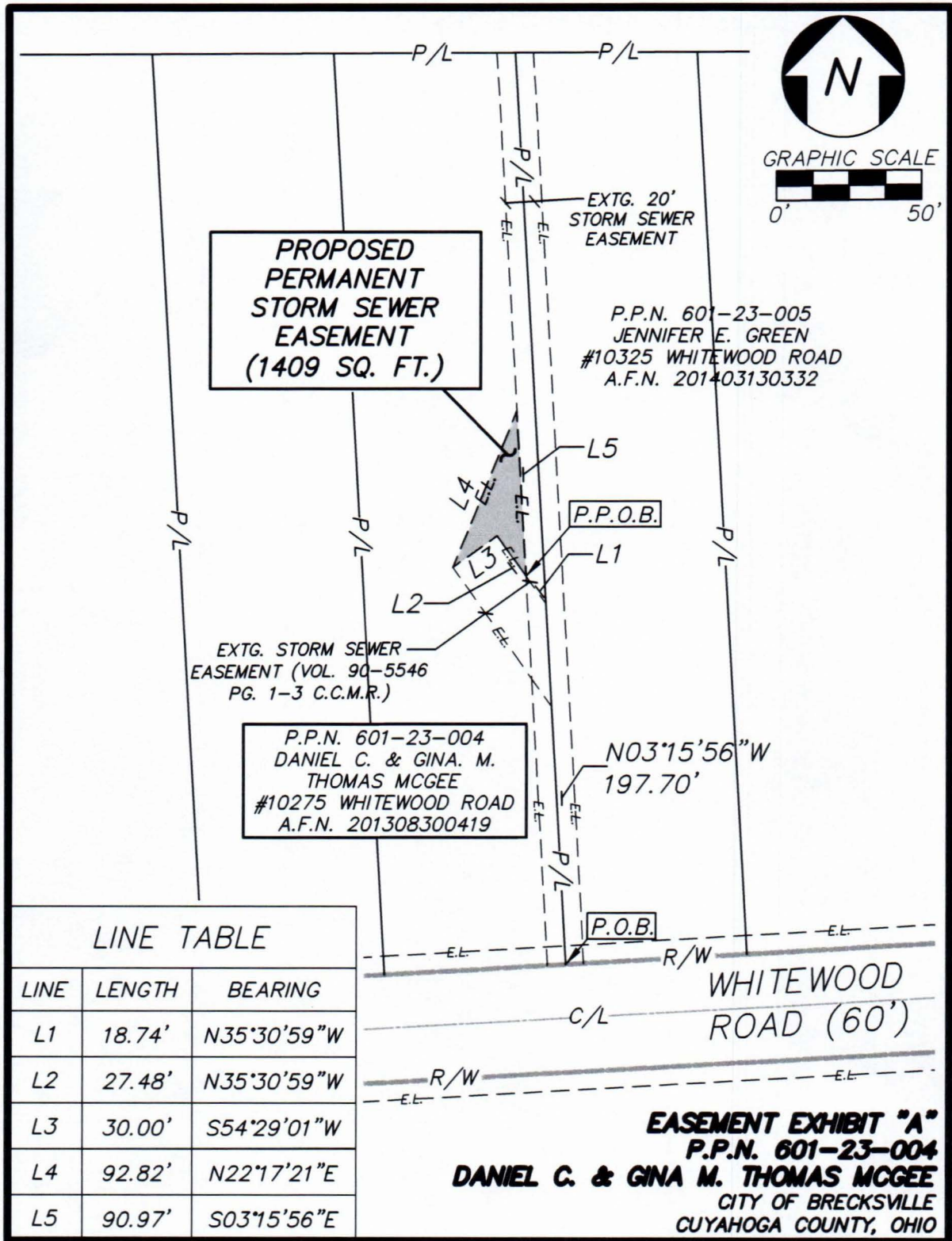
Thence North 35 degrees 30 minutes 59 seconds West, 27.48 feet to a point;

Thence South 54 degrees 29 minutes 01 seconds West, 30.00 feet to a point;

Thence North 22 degrees 17 minutes 21 seconds East, 92.82 feet to a point;

Thence North 03 degrees 15 minutes 56 seconds East, 90.97 feet to a point, and the principal place of beginning as described by Donald G. Bohning & Associates, Inc. in May 2026;

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.



LINE TABLE		
LINE	LENGTH	BEARING
L1	18.74'	N35°30'59"W
L2	27.48'	N35°30'59"W
L3	30.00'	S54°29'01"W
L4	92.82'	N22°17'21"E
L5	90.97'	S03°15'56"E

**AN ORDINANCE AUTHORIZING THE MAYOR TO  
ENTER INTO A DEVELOPMENT AGREEMENT WITH  
VA CURRENT, LLC; AND DECLARING AN EMERGENCY**

**WHEREAS**, Chapter 1119 of the Codified Ordinances of the City requires the completion of all public improvements within a development area, with a guarantee of completion; and

**WHEREAS**, VA Current, LLC desires to install these required improvements, to deposit a Financial Assurance, and has presented its Improvement Plan to the City; and

**WHEREAS**, the City has established and the developer has agreed to fund, a Private Purpose Trust Fund, being Fund No. 781, in the amount of One Hundred Eighty Thousand, Two Hundred and 00/100 Dollars (\$180,200.00) for the improvements provided for in the Development Agreement and the Improvement Plans.

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

**SECTION 1.** The Mayor be and is hereby authorized to execute a Development Agreement on behalf of the City of Brecksville with VA Current LLC, relating to the installation of roadway and infrastructure improvements, a copy of such Development Agreement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."

**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available, non-tax revenue, funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 3.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is to commence required work on the roadway and infrastructure improvements, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

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MAYOR

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CLERK OF COUNCIL



BRECKSVILLE CITY COUNCIL
ATTN CLERK
9069 BRECKSVILLE RD
BRECKSVILLE OH 44141

NOTICE TO LEGISLATIVE AUTHORITY

TO

Table with permit details: 00162853-2, NEW TYPE, AMERICAN FOOD & VENDING CORP, American Dining Creations, 1 Innovation Parkway, Brecksville OH 44141, Muni/Village/Twp: Brecksville, 18088 TAX DISTRICT, OCT, RECEIPT NO.

FROM 6/1/2026

Table with permit details: PERMIT NUMBER, TYPE, ISSUE DATE, FILING DATE, PERMIT CLASSES, TAX DISTRICT, RECEIPT NO.

MAILED 6/1/2026

RESPONSES MUST BE POSTMARKED NO LATER THAN 07/02/2026

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: OCT NEW 00162853-2 (TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD [ ] IN OUR COUNTY SEAT [ ] IN COLUMBUS

WE DO NOT REQUEST A HEARING [ ]

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

Signature line with fields for (Signature), (Title) - [ ] Clerk of City Council [ ] Township Fiscal Officer, (Date), (Printed Name), (Email Address), (Telephone No.)



Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension. o Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

**FAX:** (614) 644 – 3166  
**EMAIL:** [Liquordocs@com.ohio.gov](mailto:Liquordocs@com.ohio.gov)  
**MAIL:** Ohio Division of Liquor Control  
Attn: Licensing Unit  
6606 Tussing Road  
PO Box 4005  
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit [com.ohio.gov/liquorinfo](http://com.ohio.gov/liquorinfo). Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at [com.ohio.gov/govhelp](http://com.ohio.gov/govhelp). Never miss out on when renewal objections are due! Sign-up for our emails at [com.ohio.gov/stayinformed](http://com.ohio.gov/stayinformed).

Thank you in advance for your cooperation,  
Division Licensing Section  
(rev. 2.12.25)

