

CITY OF *Beachwood*

**Beachwood City Council Meeting Minutes
Monday, January 8, 2024, 7:00 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Called to order at 7:03 PM by Mayor Justin Berns

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

1. Roll Call

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

Absent – Mr. Mintz

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

2. Motion to Elect the Council President

Moved by: E. Synenberg, Seconded by: J. DeLong

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Motion to Elect the Council Vice-President

Moved by: A. Stern, Seconded by: A. Isaacson

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Administration of the Oath of Office by Mayor Justin Berns to:

Council President Alec Isaacson

Council Vice-President Danielle Shoykhet

Council President Elect Isaacson then took over the Meeting.

3. **Administration of the Oath of Office by the Honorable Michael J. Ryan, Judge, Ohio Eighth District Court of Appeal to:**
Councilwoman June E. Taylor

4. **Administration of the Oath of Office by Mr. Bill Wexler to:**
Councilwoman Danielle Shoykhet

5. **Administration of the Oath of Office by Ms. Halle DeLong, Esq. to:**
Councilwoman Jillian DeLong

6. **Administration of the Oath of Office by Mr. James Pasch, Esq. to:**
Councilwoman Ali Stern

7. **Administration of the Oath of Office by Mayor Justin Berns to:**
Police Patrol Officer Joseph Sirna

8. Reports

a. Mayor

Mayor Berns made remarks regarding our new and incumbent Councilmembers.

b. Council Member (non-agenda items)

Ms. Stern, Mr. Synenberg, Ms. Shoykhet, Ms. Taylor, Ms. DeLong, and Mr. Isaacson all made remarks regarding tonight's appointment of new and incumbent Councilmembers.

c. Department Directors

Mr. Arietta thanked and welcomed the new and incumbent Councilmembers.

Mr. Schroeder reminded everyone of the change in date for the upcoming February Freeze event.

Fire Chief Holtzman stated that the Fire Department has received a Grant that will go towards a new cot loading system.

Mr. Rose thanked and welcomed the new and incumbent Councilmembers.

Ms. Crook made remarks and thanked Mr. Synenberg for his time as Council Vice-President and welcomed the new Councilmembers.

9. **Presentation by the Beachwood Marketing Junior Achievement Program**

Alli Berns, Camille Gill, and Sarah Berns gave a presentation regarding the Hope Heals program.

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

Kyle Fishman

Mr. Fishman made Citizens Remarks regarding the firing and re-hiring of a Beachwood Police Officer.

11. Approval of Minutes
Regular City Council Meeting held on December 18,2023

Moved by: A. Isaacson, Seconded by: J. Taylor

An amendment to the Minutes was requested by Mr. Synenberg at this time. The requested amendment will read as follows; “Mr. Hildebrand also inquired about the status of a possible investigation about the firing and re-hiring of a Beachwood Police Officer.”

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

Voice Vote

On the Amendment:

Yes: 3 – Mr. Isaacson, Mr. Synenberg, Ms. Taylor

No: 0

Abstain: 3 – Ms. DeLong, Ms. Shoykhet, Ms. Stern

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Approval:

Yes: 3 – Mr. Isaacson, Mr. Synenberg, Ms. Taylor

No: 0

Abstain: 3 – Ms. DeLong, Ms. Shoykhet, Ms. Stern

Not Voting: 0

MOTION ADOPTED

Old Business

Public Hearing

Proposed Ordinance Number 2023-102, An Ordinance Amending Chapter 1121 titled "U-4 Integrated Business District" and Chapter 1101 titled "Definitions", of the City of Beachwood, Ohio Planning and Zoning Code

Mr. Isaacson opened the Public Hearing at 7:57 PM and there were no comments. The Public Hearing adjourned at 7:58 PM.

Placed on First Reading and Referred to the Planning & Zoning Commission:

October 2, 2023

Placed on Second Reading and Referred to Public Hearing: November 6, 2023

Public Hearing held on January 8, 2024

Old Business (continued)

2023-144

An Ordinance Accepting the Planning and Zoning Commission's Recommendations of Approval of a Preliminary Site Plan Approval and Approval of a Conditional Use Permit to allow Multi Family Residential Apartments above the First Floor of the Building located at 23240 Chagrin Boulevard; and declaring this to be an urgent measure

Placed on First Reading and Tabled: December 18, 2023

Left on the Table: January 8, 2024

A Motion was made at this time to leave this item on the Table.

Moved by: A. Stern, Seconded by: J. DeLong

Voice Vote

On the Adoption of the Motion to leave on the Table:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**New Business
Ordinances**

2024-16

An Ordinance appointing the Law Firm of Roetzel & Andress LPA and Attorney R. Todd Hunt as Interim Law Director for the City of Beachwood, Ohio; and declaring this to be an urgent measure

Moved by: E. Synenberg, Seconded by: D. Shoykhet

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**New Business (continued)
Ordinances**

Consent Agenda for City Staff Appointments

2024-1

An Ordinance appointing Harvey S. Rose as Audit Director for the City of Beachwood, Ohio; and declaring this to be an urgent measure

2024-2

An Ordinance appointing Nathalie E. Supler as Assistant Law Director/Prosecutor for the City of Beachwood, Ohio; and declaring this to be an urgent measure

2024-3

An Ordinance appointing Matthew A. Kurz as Assistant Law Director/Associate Counsel for the City of Beachwood, Ohio; and declaring this to be an urgent measure

2024-4

An Ordinance appointing Whitney M. Crook as Clerk of Council for the City of Beachwood, Ohio; And declaring this to be an urgent measure

2024-5

An Ordinance appointing Veronica Muth as an Assistant Clerk of Council for the City of Beachwood, Ohio; and declaring this to be an urgent measure

2024-6

An Ordinance appointing Alison Ingham-Smith as an Assistant Clerk of Council for the City of Beachwood, Ohio; and declaring this to be an urgent measure

Moved by: J. Taylor, Seconded by: J. DeLong

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Administration of the Oath of Office by Council President Alec Isaacson to:

Harvey S. Rose, Audit Director

Nathalie E. Supler, Assistant Law Director

Matthew A. Kurz, Assistant Law Director

Whitney M. Crook, Clerk of Council

**New Business (continued)
Ordinances**

Consent Agenda for Boards and Commissions Appointments

2024-7

An Ordinance confirming the appointment of Bryan P. Zabell as Chairman of the Planning and Zoning Commission for the City of Beachwood, Ohio; and declaring this to be an urgent measure

2024-8

An Ordinance confirming the appointment of Ayonna Blue Donald as a member of the Planning and Zoning Commission, District 3 for the City of Beachwood, Ohio; and declaring this to be an urgent measure

2024-9

An Ordinance confirming the appointment of Jeffrey Shoykhet as a member at-large of the Planning and Zoning Commission for the City of Beachwood, Ohio; and declaring this to be an urgent measure

2024-10

An Ordinance confirming the re-appointment of Mary Ann Pellerano Fletcher as a Member of the City of Beachwood, Ohio Architectural Board of Review; and declaring this to be an urgent measure

Ms. Shoykhet recused herself from the vote as Jeffrey Shoykhet is her spouse.

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

Voice Vote

On the Suspension:

Yes: 5
No: 0
Abstain: 0
Not Voting: 1 – Danielle Shoykhet
MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 5
No: 0
Abstain: 0
Not Voting: 1 – Danielle Shoykhet
MOTION ADOPTED

Administration of the Oath of Office by Mayor Berns to:

Bryan P. Zabell, Chairman, Planning and Zoning Commission
Ayonna Blue Donald, Member, Planning and Zoning Commission
Jeffrey Shoykhet, Member, Planning and Zoning Commission
Mary Ann Pellerano Fletcher, Member, Architectural Board of Review

**New Business (continued)
Ordinances**

2024-11

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

Moved by: J. DeLong, Seconded by: J. Taylor

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

2024-12

An Ordinance authorizing an Emergency Purchase Order; and declaring this to be an urgent measure

Moved by: J. Taylor, Seconded by: E. Synenberg

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**New Business (continued)
Ordinances**

2024-13

An Ordinance adopting a Moratorium on Applications for, and the Approval of, Zoning Reviews and Permits, Building Permits, Certificates of Occupancy, and Other Permits and Licenses for any Building, Structure, Use, or Change of Use that would enable the Cultivation, Processing, Distribution, or Sale of Adult Use Cannabis for a period not to exceed Six (6) Months in order to allow for the City to Review Applicable State and Local Laws; to Plan for Regulations relating to Such Uses; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

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

Voice Vote

On the Adoption:

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

2024-14

An Ordinance authorizing the Mayor to enter into a Member Community Infrastructure Grant Program Agreement (MCIP) with the Northeast Ohio Regional Sewer District (“NEORSD”) for the Timberlane/Green Sanitary Relief Sewer Project Phase 1; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

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

Voice Vote

On the Adoption:

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

**New Business (continued)
Ordinances**

2024-15

An Ordinance authorizing the Mayor to enter into an Agreement with Branden R. Burns, LLC to provide Pool Management through the 2024 Season for the City of Beachwood, Ohio Family Aquatic Center; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

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

Voice Vote

On the Adoption:

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

Motions

A Motion Authorizing the Clerk of Council to advertise for Bids for the application of commercial coatings to the existing roofs at City Hall and Community Center per BCO 121.09 and ORC 7.16

Moved by: A. Stern, Seconded by: A. Isaacson

Voice Vote

On the Adoption of the Motion:

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

A Motion Authorizing the Clerk of Council to advertise for Bids for the installation of a Rectangular Rapid Flash Beacon (RRFB) Unit per BCO 121.09 and ORC 7.16

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

Voice Vote

On the Adoption of the Motion:

Yes: 6
No: 0
Abstain: 0

Not Voting: 0
MOTION ADOPTED

Motions (continued)

Motion to Authorize the City Administration to initiate a qualification-based selection process for architectural services for the design, construction observation and/or management of various City public improvement projects, including but not limited to a park picnic shelter, a park restroom(s), and/or roof and window replacements for certain City buildings

Moved by: J. Taylor, Seconded by: A. Stern

Voice Vote

On the Adoption of the Motion:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Any other matters coming before City Council

None.

Adjournment

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

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 8:05 PM

Approved:



Clerk



Mayor

Next Regular Council Meeting will be held on: January 22, 2024 at 7 PM in Council Chambers
For all updates regarding Council Meetings, please visit: www.BeachwoodOhio.com

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

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

INTRODUCED BY: E. Synenberg
ORDINANCE NO. 2024-16
AN ORDINANCE APPOINTING THE LAW FIRM OF ROETZEL & ANDRESS LPA AND
ATTORNEY R. TODD HUNT AS INTERIM LAW DIRECTOR FOR THE CITY OF
BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article III, Section 5(3)(F)(1), and Article V, Section 2 of the Charter provide that the Council shall appoint the Law Director; and

WHEREAS, Council desires to continue engaging the firm of Roetzel and Andress LPA and Attorney R. Todd Hunt as Interim Law Director while conducting a search for a permanent Law Director.

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

Section 1: R. Todd Hunt is hereby re-appointed Interim Law Director for the City of Beachwood in accordance with Articles III and V of the Charter for a term through February 29, 2024, to perform all the duties of the Interim Law Director as required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio.

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

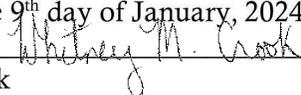
Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety, or the efficient operation of the City; and for the further reason that the legal services provided herein are needed for the current operation of the City; wherefore this Ordinance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

Section 4: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest:

I hereby certify this legislation was duly adopted on the 8th day of January, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of January, 2024.


Clerk

Approval:

I have approved this legislation this 9th day of January, 2024 and filed it with the Clerk.


Mayor

INTRODUCED BY: J. Taylor

ORDINANCE NO. 2024-1

AN ORDINANCE APPOINTING HARVEY S. ROSE AS AUDIT DIRECTOR FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article V, Section 4(1) of the Charter provides that Council shall appoint the Audit Director; and

WHEREAS, Council desires to Harvey S. Rose as Audit Director.

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

Section 1: Harvey S. Rose is hereby appointed Audit Director for the City of Beachwood in accordance with Article V, Section 4(1) of the Charter for a term not beyond the next Organizational Meeting of Council to perform all the duties of the Audit Director as required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio.

Section 2: Mr. Rose's employment shall continue to be subject to all of the provisions of the Administrative Salary Ordinance and Personnel Policy Manual, provided, however, that notwithstanding any other provision of the Ordinance and Policy, Mr. Rose's employment shall continue to be subject to the authority of Council to appoint the Audit Director pursuant to Article V, Section 4(1) of the Charter.

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

Section 4: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 8th day of January, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of January, 2024.


Clerk

Approval: I have approved this legislation this 9th day of January, 2024 and filed it with the Clerk.


Mayor

INTRODUCED BY: J. Taylor

ORDINANCE NO. 2024-2

AN ORDINANCE APPOINTING NATHALIE E. SUPLER AS ASSISTANT LAW DIRECTOR/
PROSECUTOR FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN
URGENT MEASURE

WHEREAS, Article III, Section 5, Paragraph 3 (F)(1) and Article V, Section 2 of the Charter provide that the Council shall appoint the Law Director and any Assistant Law Director(s); and

WHEREAS, Council desires to appoint Nathalie E. Supler as Assistant Law Director/Prosecutor.

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

Section 1: Nathalie E. Supler is hereby appointed full-time Assistant Law Director/Prosecutor for the City of Beachwood in accordance with Articles III and V of the Charter Charter for a term not beyond the next Organizational Meeting of Council, to perform all the duties of the Assistant Law Director/Prosecutor as required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio. As Ms. Supler will be a full-time employee of the City, the provisions of Section 123.01 of the Beachwood Codified Ordinances are hereby waived as to Ms. Supler for so long as she is employed by the City as a full-time Assistant Law Director/Prosecutor.

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

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

Section 4: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 8th day of January, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of January, 2024.


Clerk

Approval: I have approved this legislation on this 9th day of January, 2024 and filed it with the Clerk.


Mayor

AN ORDINANCE APPOINTING MATTHEW A. KURZ AS ASSISTANT LAW DIRECTOR/ ASSOCIATE COUNSEL FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article III, Section 5, Paragraph 3 (F)(1) and Article V, Section 2 of the Charter provide that the Council shall appoint the Law Director and any Assistant Law Director(s); and

WHEREAS, Council desires to appoint Matthew A. Kurz as Assistant Law Director/Associate Counsel.

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

Section 1: Matthew A. Kurz is hereby appointed full-time Assistant Law Director/Associate Counsel for the City of Beachwood in accordance with Articles III and V of the Charter Charter for a term not beyond the next Organizational Meeting of Council, to perform all the duties of the Assistant Law Director/Associate Counsel as required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio. As Mr. Kurz will be a full-time employee of the City, the provisions of Section 123.01 of the Beachwood Codified Ordinances are hereby waived as to Mr. Kurz for so long as he is employed by the City as a full-time Assistant Law Director/Associate Counsel.

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

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

Section 4: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 8th day of January, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of January, 2024


Clerk

Approval: I have approved this legislation this 9th day of January, 2024 and filed it with the Clerk.


Mayor

AN ORDINANCE APPOINTING WHITNEY M. CROOK AS CLERK OF COUNCIL FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article III, Section 4 of the Charter and BCO Section 121.12 provide that the Council shall appoint the Clerk of Council and any Assistant Clerk(s) of Council; and

WHEREAS, Council desires to appoint Whitney M. Crook as Clerk of Council.

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

Section 1: Whitney M. Crook is hereby appointed Clerk of Council of the City of Beachwood in accordance with Article III, Section 4 of the Charter and BCO Section 121.12 for a term not to extend beyond the next Organizational Meeting of Council to perform all of the duties of the Clerk of Council required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio.

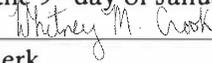
Section 2: Ms. Crook’s employment shall continue to be subject to all of the provisions of the Administrative Salary Ordinance and Personnel Policy Manual, provided, however, that notwithstanding any other provision of that Ordinance and Policy, Ms. Crook’s employment shall continue to be subject to the authority of Council to appoint the Clerk of Council pursuant to Article III, Section 4 of the Charter and BCO Section 121.12

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

Section 4: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 8th day of January, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of January, 2024.


Clerk

Approval: I have approved this legislation this 9th day of January, 2024 and filed it with the Clerk.


Mayor

INTRODUCED BY: J. Taylor

ORDINANCE NO. 2024-5

AN ORDINANCE APPOINTING VERONICA MUTH AS AN ASSISTANT CLERK OF COUNCIL FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article III, Section 4, and BCO Section 121.12, provide that the Council may appoint Assistant Clerks of Council to assist the Clerk and to act in the Clerk's absence; and

WHEREAS, Council desires to appoint Veronica Muth as an Assistant Clerk of Council.

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

Section 1: Veronica Muth is hereby appointed as an Assistant Clerk of Council of the City of Beachwood in accordance with Article III, Section 4 of the Charter and BCO Section 121.12, for a term not to extend beyond the next Organizational Meeting of Council to perform all of the duties of Assistant Clerk of Council, required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio.

Section 2: Ms. Muth's employment shall continue to be subject to all of the provisions of the Administrative Salary Ordinance and Personnel Policy Manual, provided, however, that notwithstanding any other provision of that Ordinance and Policy, Ms. Muth's employment shall continue to be subject to the authority of Council to appoint the Clerk of Council pursuant to Article III, Section 4 of the Charter and BCO Section 121.12

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

Section 4: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 8th day of January, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of January, 2024.


Clerk

Approval: I have approved this legislation this 9th day of January, 2024 and filed it with the Clerk.


Mayor

INTRODUCED BY: J. Taylor

ORDINANCE NO. 2024-6

AN ORDINANCE APPOINTING ALISON INGHAM-SMITH AS AN ASSISTANT CLERK OF COUNCIL FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article III, Section 4, and BCO Section 121.12, provide that the Council may appoint Assistant Clerks of Council to assist the Clerk and to act in the Clerk's absence; and

WHEREAS, Council desires to appoint Alison Ingham-Smith as an Assistant Clerk of Council.

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

Section 1: Alison Ingham-Smith is hereby appointed as an Assistant Clerk of Council of The City of Beachwood in accordance with Article III, Section 4 of the Charter and BCO Section 121.12, for a term not to extend beyond the next Organizational Meeting of Council to perform all of the duties of Assistant Clerk of Council, required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio.

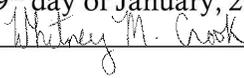
Section 2: Ms. Ingham-Smith's employment shall continue to be subject to all of the provisions of the Administrative Salary Ordinance and Personnel Policy Manual, provided, however, that notwithstanding any other provision of that Ordinance and Policy, Ms. Ingham-Smith's employment shall continue to be subject to the authority of Council to appoint the Clerk of Council pursuant to Article III, Section 4 of the Charter and BCO Section 121.12

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

Section 4: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 8th day of January, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of January, 2024.


Clerk

Approval: I have approved this legislation this 9th day of January, 2024 and filed it with the Clerk.


Mayor

INTRODUCED BY: A. Isaacson

ORDINANCE NO. 2024-7

AN ORDINANCE CONFIRMING THE APPOINTMENT OF BRYAN P. ZABELL AS CHAIRMAN OF THE PLANNING AND ZONING COMMISSION FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Article VI, Section 2(1)(C) and Article IV, Section (4)(7) of the City Charter, the Mayor has appointed Bryan P. Zabell, as Chairman of the Planning and Zoning Commission of the City of Beachwood and has requested Council to confirm said appointment.

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

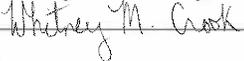
Section 1: The appointment by the Mayor of Bryan P. Zabell as Chairman of the Planning and Zoning Commission of the City of Beachwood for a term not to extend beyond December 31, 2024 pursuant to Article VI, Section 2(1) (C) and Article IV, Section (4)(7) of the City Charter, be and the same is hereby confirmed.

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

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

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

Attest: I hereby certify this legislation was duly adopted on the 8th day of January, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of January, 2024.


Clerk

Approval: I have approved this legislation this 9th day of January, 2024 and filed it with the Clerk.


Mayor

INTRODUCED BY: A. Isaacson

ORDINANCE NO. 2024-8

AN ORDINANCE CONFIRMING THE APPOINTMENT OF AYONNA BLUE DONALD AS A MEMBER OF THE PLANNING AND ZONING COMMISSION, DISTRICT 3 FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE.

WHEREAS, pursuant to Article VI, Section 2(1)(C) of the City Charter states that the Mayor shall appoint four (4) resident members to the Planning and Zoning Commission.

WHEREAS, the Mayor desires to appoint Ayonna Blue Donald as a member of the City of Beachwood, Ohio Planning and Zoning Commission and has requested Council to confirm said appointment.

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

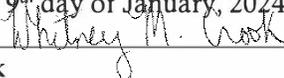
Section 1: The appointment by the Mayor of Ayonna Blue Donald as a member of the Planning and Zoning Commission, District 3, for a three year term ending December 31, 2026, pursuant to Article IV, Section (4)(7), be and the same is hereby confirmed.

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that the appointment provided herein is needed for the proper operation of an essential function of the City government; wherefore, this Ordinance shall be in full force and effect immediately upon its enactment and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 8th day of January, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of January, 2024.


Clerk

Approval: I have approved this legislation this 9th day of January, 2024 and filed it with the Clerk.


Mayor

INTRODUCED BY: A. Isaacson

ORDINANCE NO. 2024-9

AN ORDINANCE CONFIRMING THE APPOINTMENT OF JEFFREY SHOYKHET AS A MEMBER AT-LARGE OF THE PLANNING AND ZONING COMMISSION FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE.

WHEREAS, pursuant to Article VI, Section 2(1)(C) of the City Charter states that the Mayor shall appoint four (4) resident members to the Planning and Zoning Commission.

WHEREAS, the Mayor desires to appoint Jeffrey Shoykhet as a member at-large of the City of Beachwood, Ohio Planning and Zoning Commission and has requested Council to confirm said appointment.

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

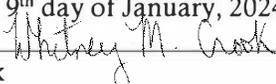
Section 1: The appointment by the Mayor of Jeffrey Shoykhet as a member at-large of the Planning and Zoning Commission, for a three year term ending December 31, 2026, pursuant to Article IV, Section (4)(7), be and the same is hereby confirmed.

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that the appointment provided herein is needed for the proper operation of an essential function of the City government; wherefore, this Ordinance shall be in full force and effect immediately upon its enactment and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 8th day of January, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of January, 2024.


Clerk

Approval: I have approved this legislation this 9th day of January, 2024 and filed it with the Clerk.


Mayor

INTRODUCED BY: A. Isaacson

ORDINANCE NO. 2024-10

AN ORDINANCE CONFIRMING THE RE-APPOINTMENT OF MARY ANN PELLERANO FLETCHER AS A MEMBER OF THE CITY OF BEACHWOOD, OHIO ARCHITECTURAL BOARD OF REVIEW; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has re-appointed Mary Ann Pellerano Fletcher as a member of the City of Beachwood Architectural Board of Review and has requested Council to confirm said appointment.

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

Section 1: The re-appointment by the Mayor of Mary Ann Pellerano Fletcher as a member Of the City of Beachwood Architectural Board of Review for a term ending December 31, 2024, be and The same is hereby confirmed.

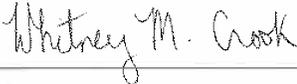
Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that the appointment provided herein is needed for the proper operation of an essential function of the City government; wherefore, this Ordinance shall be in full force and effect immediately upon its enactment and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 8th day of January, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of January, 2024.



Clerk

Approval: I have approved this legislation this 9th day of January, 2024 and filed it with the Clerk.



Mayor

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

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

Section 1:

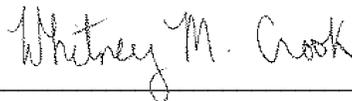
For Supplies and Services	January 8, 2024	\$ 70,342.67
GPD	Engineering Services	\$ 23,722.00
Wildermuth, Michael – Architect	Plan Review Services	\$ 250.50
Squire Patton Boggs	Legal Services	\$ 7,005.00
Zashin & Rich Co LPA	Legal Services	\$ 48.00
MCCI - JustFOIA	Law Dept Services	\$ 7,224.53
City of South Euclid (EDGE)	Police Dept Agreement	\$ 28,746.96
Wingfoot Commercial Tire – Goodyear	Public Works Supplies	\$ 3,345.68

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

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

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

Attest: I hereby certify that this legislation was duly adopted on the 8th day of January 2024 and presented to the Mayor.



Clerk

Approval: I have approved this legislation this 9th day of January 2024 and filed it with the Clerk.



Mayor

Summary of Engineering Invoices
 January 8, 2024 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2024	2023	2022
								ENCUMBRANCES		
2023119.50-9	12/8/2023	\$2,124.00	\$0.00	\$2,124.00	Capital				X	
2023119.01-11	12/8/2023	\$1,156.50	\$0.00	\$1,156.50	General				X	
2023119.03-8	12/8/2023	\$2,384.00	\$0.00	\$2,384.00	General				X	
2023119.06-8	12/8/2023	\$1,380.00	\$0.00	\$1,380.00	General				X	
2023119.10-1	12/8/2023	\$1,994.00	\$0.00	\$1,994.00	Capital				X	
2021119.07-32	12/8/2023	\$1,027.00	\$0.00	\$1,027.00	Capital					X
2020119.02-27	12/8/2023	\$420.00	\$0.00	\$420.00	Capital				X	
2023119.02-9	12/8/2023	\$1,222.00	\$0.00	\$1,222.00	Capital				X	
2023120.05-1	12/8/2023	\$847.00	\$0.00	\$847.00	General				X	
2023120.04-1	12/8/2023	\$721.00	\$0.00	\$721.00	General				X	
2023120.03-1	12/8/2023	\$533.50	\$0.00	\$533.50	General				X	
2022120.07-10	12/8/2023	\$2,631.00	\$0.00	\$2,631.00	Deposits	Porsche of Beachwood	X			
2023119.05-7	11/29/2023	\$2,325.00	\$0.00	\$2,325.00	Capital				X	
2023119.90-11	12/8/2023	\$3,354.00	\$0.00	\$3,354.00	General				X	
2021119.91-30	12/8/2023	\$1,603.00	\$0.00	\$1,603.00	Capital					X

Total To Pay \$23,722.00

Total Capital Fund	\$10,715.00
Total General Fund	\$10,376.00
Total Deposits	\$2,631.00
Total Street Const. Mant.	\$0.00
Less: Billable Charges	(\$2,631.00)
Net Paid by City:	<u><u>\$21,091.00</u></u>



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

Invoice

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

December 08, 2023
 Invoice No: 2020119.02 - 27

Invoice Total \$420.00

Project 2020119.02 Beachwood-Chagrin Culvert Rehabilitation

Service Dept.
 P.O.#2023-01821
 Max Not to Exceed \$109,284.00

Professional Services from October 28, 2023 to November 24, 2023

Task 110 Final Design

P.O.#2023-01821

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager Washko, Thomas	3.50	120.00	420.00
Totals	3.50		420.00
Total Labor			420.00
Total this Task			\$420.00

Billing Limits

	Current	Prior	To-Date
Total Billings	420.00	84,018.00	84,438.00
Limit			109,284.00
Remaining			24,846.00
Total this Invoice			\$420.00

Outstanding Invoices

Number	Date	Balance
25	10/13/2023	3,700.00
26	11/10/2023	2,195.50
Total		5,895.50

SVC
 APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 12-14-23
 P/O: 2023-01821

GPD Associates Invoices
 BILLING SUMMARY INPUT WORKSHEET

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

\$84,438.00



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

Invoice

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

December 08, 2023
 Invoice No: 2021119.07 - 32

Invoice Total \$1,027.00

Project 2021119.07 Beachwood - Green/Bryden Culvert Design
 P.O. #2021-01157 \$143,296.00
Professional Services from October 28, 2023 to November 24, 2023

Task 200 Construction Admin./Inspection
Professional Personnel

	Hours	Rate	Amount
Project Principal Ciuni, Joseph	4.00	145.00	580.00
Sr. Engineer DiCesare, David	1.00	111.00	111.00
Construction Coordinator Libert, Alicia	4.00	84.00	336.00
Totals	9.00		1,027.00
Total Labor			1,027.00

Total this Task \$1,027.00

Total this Invoice \$1,027.00

Outstanding Invoices

Number	Date	Balance
31	11/10/2023	8,268.00
Total		8,268.00

Billings to Date

	Current	Prior	Total
Labor	1,027.00	157,770.75	158,797.75
Expense	0.00	307.51	307.51
Unit	0.00	575.00	575.00
Totals	1,027.00	158,653.26	159,680.26

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: 12-14-23
 P/O: 2022-02402

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/05/21	2021119.07-1	2021119.07	03/26/21	SERVICE	\$20,438.50
05/10/21	2021119.07-2	2021119.07	04/30/21	SERVICE	\$22,361.75
06/07/21	2021119.07-3	2021119.07	05/28/21	SERVICE	\$9,093.18
07/06/21	2021119.07-4	2021119.07	06/25/21	SERVICE	\$6,120.75
08/09/21	2021119.07-5	2021119.07	07/30/21	SERVICE	\$7,238.25
09/07/21	2021119.07-6	2021119.07	08/27/21	SERVICE	\$848.25
11/08/21	2021119.07-7	2021119.07	10/29/21	SERVICE	\$1,163.00
12/06/21	2021119.07-8	2021119.07	11/26/21	SERVICE	\$1,095.00
01/10/22	2021119.07-9	2021119.07	12/31/21	SERVICE	\$1,991.00
02/07/22	2021119.07-10	2021119.07	01/28/22	SERVICE	\$3,794.20
03/07/22	2021119.07-11	2021119.07	02/25/22	SERVICE	\$646.75
04/04/22	2021119.07-12	2021119.07	03/25/22	SERVICE	\$2,515.75
05/09/22	2021119.07-13	2021119.07	04/29/22	SERVICE	\$3,820.50
06/06/22	2021119.07-14	2021119.07	05/27/22	SERVICE	\$3,165.50
07/05/22	2021119.07-15	2021119.07	06/24/22	SERVICE	\$2,725.75
08/08/22	2021119.07-16	2021119.07	07/29/22	SERVICE	\$3,697.50
09/06/22	2021119.07-17	2021119.07	08/26/22	SERVICE	\$3,532.00
10/14/22	2021119.07-18	2021119.07	09/30/22	SERVICE	\$2,175.50
11/07/22	2021119.07-19	2021119.07	10/28/22	SERVICE	\$5,985.25
12/09/22	2021119.07-20	2021119.07	11/25/22	SERVICE	\$5,446.50
12/31/22	2021119.07-21	2021119.07	12/31/22	SERVICE	\$10,490.00
02/10/23	2021119.07-22	2021119.07	01/27/23	SERVICE	\$12,897.50
03/10/23	2021119.07-23	2021119.07	02/24/23	SERVICE	\$4,678.00
04/14/23	2021119.07-24	2021119.07	03/31/23	SERVICE	\$912.38
05/12/23	2021119.07-25	2021119.07	04/28/23	SERVICE	\$1,487.50
06/07/23	2021119.07-26R	2021119.07	05/26/23	SERVICE	\$42.00
07/14/23	2021119.07-27	2021119.07	06/30/23	SERVICE	\$1,164.00
08/11/23	2021119.07-28	2021119.07	07/28/23	SERVICE	\$4,080.50
09/08/23	2021119.07-29	2021119.07	08/25/23	SERVICE	\$2,834.50
10/13/23	2021119.07-30	2021119.07	09/29/23	SERVICE	\$3,944.00
11/10/23	2021119.07-31	2021119.07	10/27/23	SERVICE	\$8,268.00
12/08/23	2021119.07-32	2021119.07	11/24/23	SERVICE	\$1,027.00
					<u>\$159,680.26</u>



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

Invoice

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

December 08, 2023
 Invoice No: 2021119.91 - 30

Invoice Total \$1,603.00

Project 2021119.91 Beachwood - Richmond Road Signals

P.O. #2021-00640
 Max Not to Exceed \$279,193.00

Professional Services from October 28, 2023 to November 24, 2023

Task 051 Plan Development

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Goetz, Kristy	10.50	120.00	1,260.00
Westbrooks, Kevin	2.00	120.00	240.00
Design Engineer			
Hobrath, Julia	1.00	103.00	103.00
Totals	13.50		1,603.00
Total Labor			1,603.00
		Total this Task	\$1,603.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,603.00	108,069.15	109,672.15
Limit			279,193.00
Remaining			169,520.85
		Total this Invoice	\$1,603.00

Outstanding Invoices

Number	Date	Balance
29	11/10/2023	1,500.00
Total		1,500.00

Pol
 APPROVED FOR PAYMENT
 BY: _____
 DATE: 12/18/23
 P/O: 2021-00640

GPD Associates Invoices
BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/02/21	2021119.91-1	2021119.91	03/26/21	POLICE	\$598.50
05/07/21	2021119.91-2	2021119.91	04/30/21	POLICE	\$467.50
06/04/21	2021119.91-3	2021119.91	05/28/21	POLICE	\$4,718.50
07/01/21	2021119.91-4	2021119.91	06/25/21	POLICE	\$12,051.00
08/10/21	2021119.91-5	2021119.91	07/30/21	POLICE	\$9,089.50
09/03/21	2021119.91-6	2021119.91	08/27/21	POLICE	\$1,410.50
10/06/21	2021119.91-7	2021119.91	09/24/21	POLICE	\$17,038.00
11/05/21	2021119.91-8	2021119.91	10/29/21	POLICE	\$961.14
12/02/21	2021119.91-9	2021119.91	11/26/21	POLICE	\$5,049.50
01/14/22	2021119.91-10	2021119.91	12/31/21	POLICE	\$834.50
02/03/22	2021119.91-11	2021119.91	01/28/22	POLICE	\$957.00
03/04/22	2021119.91-12	2021119.91	02/25/22	POLICE	\$561.00
03/31/22	2021119.91-13	2021119.91	03/25/22	POLICE	\$2,267.00
05/06/22	2021119.91-14	2021119.91	04/29/22	POLICE	\$1,278.50
06/07/22	2021119.91-15	2021119.91	05/27/22	POLICE	\$670.00
07/06/22	2021119.91-16	2021119.91	06/24/22	POLICE	\$846.00
08/12/22	2021119.91-17	2021119.91	07/29/22	POLICE	\$14,696.75
09/02/22	2021119.91-18	2021119.91	08/26/22	POLICE	\$11,670.00
10/14/22	2021119.91-19	2021119.91	09/30/22	POLICE	\$3,349.00
11/11/22	2021119.91-20	2021119.91	10/28/22	POLICE	\$444.00
02/10/23	2021119.91-21	2021119.91	01/27/23	POLICE	\$1,320.00
03/10/23	2021119.91-22	2021119.91	02/24/23	POLICE	\$1,342.88
05/12/23	2021119.91-23	2021119.91	04/28/23	POLICE	\$240.00
06/08/23	2021119.91-24	2021119.91	05/26/23	POLICE	\$862.88
07/14/23	2021119.91-25	2021119.91	06/30/23	POLICE	\$2,229.00
08/11/23	2021119.91-26	2021119.91	07/28/23	POLICE	\$201.50
08/30/23	2021119.91-27	2021119.91	08/25/23	POLICE	\$10,355.00
10/13/23	2021119.91-28	2021119.91	09/29/23	POLICE	\$1,060.00
11/10/23	2021119.91-29	2021119.91	10/27/23	POLICE	\$1,500.00
12/08/23	2021119.91-30	2021119.91	11/24/23	POLICE	\$1,603.00

\$109,672.15



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

Invoice

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

December 08, 2023
 Invoice No: 2022120.07 - 10

*#2022-09/28
 Porsche of Beachwood*

Invoice Total	\$2,631.00
----------------------	-------------------

Project 2022120.07 Beachwood - Porsche Dealership - Orange Place
Professional Services from October 28, 2023 to November 24, 2023

Task 110 Construction Inspection, including SWPPP
Professional Personnel

	Hours	Rate	Amount
Inspector			
Ducca, Daniel	38.00	61.50	2,337.00
Construction Coordinator			
Libert, Alicia	3.50	84.00	294.00
Totals	41.50		2,631.00
Total Labor			2,631.00
		Total this Task	\$2,631.00

Total this Invoice \$2,631.00 ✓
IN

Outstanding Invoices

Number	Date	Balance
9	11/10/2023	2,776.50
Total		2,776.50

Billings to Date

	Current	Prior	Total
Labor	2,631.00	9,911.00	12,542.00
Totals	2,631.00	9,911.00	12,542.00

Bids
 APPROVED FOR PAYMENT
 BY: _____
 DATE: *12-12-23*
 P/O: *783.000.53136 - NO PO*

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
11/11/22	2022120.07-1	2022120.07	10/28/22	BUILDING	\$268.00
12/09/22	2022120.07-2	2022120.07	11/25/22	BUILDING	\$1,091.00
12/31/22	2022120.07-3	2022120.07	12/31/22	BUILDING	\$1,303.50
02/10/23	2022120.07-4	2022120.07	01/27/23	BUILDING	\$1,225.00
04/14/23	2022120.07-5	2022120.07	03/31/23	BUILDING	\$480.00
08/11/23	2022120.07-6	2022120.07	07/28/23	BUILDING	\$542.00
09/08/23	2022120.07-7	2022120.07	08/25/23	BUILDING	\$246.00
10/13/23	2022120.07-8	2022120.07	09/29/23	BUILDING	\$1,979.00
11/10/23	2022120.07-9	2022120.07	10/27/23	BUILDING	\$2,776.50
12/08/23	2022120.07-10	2022120.07	11/24/23	BUILDING	\$2,631.00

\$12,542.00



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

Invoice

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

December 08, 2023
 Invoice No: 2023119.01 - 11

Invoice Total \$1,156.50

Project 2023119.01 Beachwood - General Engineering
Professional Services from October 28, 2023 to November 24, 2023

Task 100 General Meeting Attendance
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	3.00	145.00	435.00	
Traffic Meeting and Engineering Meeting				
Totals	3.00		435.00	
Total Labor				435.00
				Total this Task \$435.00

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

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	1.00	145.00	145.00	
2024 Road Program Estimates				
Ciuni, Joseph	2.00	145.00	290.00	
Ahuja Final Walk Through and Storm Water Transition Meeting				
Sr. Project Manager				
Fini, Nicholas	1.00	120.00	120.00	
Sr. Engineer				
DiCesare, David	1.50	111.00	166.50	
Totals	5.50		721.50	
Total Labor				721.50
				Total this Task \$721.50

Bldg
 APPROVED FOR PAYMENT

BY: _____
 DATE: 12-12-23
 P/O: 2023-00015

Total this Invoice \$1,156.50 *IK*

Outstanding Invoices

Number	Date	Balance
10	11/10/2023	2,479.50
Total		2,479.50

Billings to Date

	Current	Prior	Total
Labor	1,156.50	16,102.50	17,259.00
Add-on	0.00	-955.00	-955.00
Totals	1,156.50	15,147.50	16,304.00

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/10/23	2023119.01-1	2023119.01	01/27/23	BUILDING	\$1,577.00
03/10/23	2023119.01-2	2023119.01	02/24/23	BUILDING	\$2,095.00
04/14/23	2023119.01-3	2023119.01	03/31/23	BUILDING	\$952.50
05/12/23	2023119.01-4	2023119.01	04/28/23	BUILDING	\$1,608.00
06/07/23	2023119.01-5	2023119.01	05/26/23	BUILDING	\$635.50
07/14/23	2023119.01-6	2023119.01	06/30/23	BUILDING	\$1,085.00
08/11/23	2023119.01-7	2023119.01	07/28/23	BUILDING	\$725.00
09/08/23	2023119.01-8	2023119.01	08/25/23	BUILDING	\$2,526.00
10/13/23	2023119.01-9	2023119.01	09/29/23	BUILDING	\$1,464.00
11/10/23	2023119.01-10	2023119.01	10/27/23	BUILDING	\$2,479.50
12/08/23	203119.01-11	2023119.01	11/24/23	BUILDING	\$1,156.50

\$16,304.00



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

Invoice

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

December 08, 2023
 Invoice No: 2023119.02 - 9

Invoice Total \$1,222.00

Project 2023119.02 Beachwood - Cedar Rd Culvert - George Zeiger/Acaci
Professional Services from October 28, 2023 to November 24, 2023

Task 200 Construction Admin./Inspection

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	1.00	145.00	145.00
Sr. Engineer			
Stonitsch, Erik	2.00	111.00	222.00
Sr. Designer			
Woycitzky, Robert	6.00	86.50	519.00
Construction Coordinator			
Libert, Alicia	3.00	84.00	252.00
Libert, Alicia	1.00	84.00	84.00
Closing out the 2022 Road Program			
Totals	13.00		1,222.00
Total Labor			1,222.00
		Total this Task	\$1,222.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,222.00	23,480.75	24,702.75
Limit			62,500.00
Remaining			37,797.25
Total this Invoice			\$1,222.00

Outstanding Invoices	Number	Date	Balance
	8	11/10/2023	4,843.00
Total			4,843.00

Billings to Date	Current	Prior	Total
Labor	1,222.00	23,230.75	24,452.75

BY: *[Signature]* APPROVED FOR PAYMENT
 DATE: 2023-11-14-23
 P/O: 2023-02219

Project	2023119.02	Beachwood-Cedar Rd Culvert-Zeiger/Acaci			Invoice	9
Unit		0.00	250.00	250.00		
Totals		1,222.00	23,480.75	24,702.75		

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

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

\$24,702.75



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

Invoice

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

December 08, 2023
 Invoice No: 2023119.03 - 8

Invoice Total \$2,384.00

Project 2023119.03 Beachwood - MS4 Permit Update
 Max not to Exceed \$9750.00
Professional Services from October 28, 2023 to November 24, 2023

Task 100 Design - SWMP Updates

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Coffey, Marilyn SWMP Draft & Summary of Updates	.50	120.00	60.00
Coffey, Marilyn Reviewed SWMP	1.00	120.00	120.00
Coffey, Marilyn SWMP Review, Scheduling	1.00	120.00	120.00
Coffey, Marilyn Team Communication	.50	120.00	60.00
Staff Engineer/Architect			
Watson, Tyler	3.00	92.00	276.00
Watson, Tyler SWMP Updates	19.00	92.00	1,748.00
Totals	25.00		2,384.00
Total Labor			2,384.00

Total this Task \$2,384.00

Total this Invoice \$2,384.00

Outstanding Invoices

Number	Date	Balance
7	11/10/2023	1,486.00
Total		1,486.00

Billings to Date

	Current	Prior	Total
Labor	2,384.00	7,316.50	9,700.50
Totals	2,384.00	7,316.50	9,700.50

APPROVED FOR PAYMENT
 Bldg
 12-12-23
 2023-00015
 BY: _____
 DATE: _____
 P/O: _____

GPD Associates Invoices
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/10/23	2023119.03-1	2023119.03	02/24/23	BUILDING	\$918.00
04/14/23	2023119.03-2	2023119.03	03/31/23	BUILDING	\$3,302.50
06/07/23	2023119.03-3	2023119.03	05/26/23	BUILDING	\$552.00
08/11/23	2023119.03-4	2023119.03	07/28/23	BUILDING	\$368.00
09/08/23	2023119.03-5	2023119.03	08/25/23	BUILDING	\$460.00
10/13/23	2023119.03-6	2023119.03	09/29/23	BUILDING	\$230.00
11/10/23	2023119.03-7	2023119.03	10/27/23	BUILDING	\$1,486.00
12/08/23	2023119.03-8	2023119.03	11/24/23	BUILDING	\$2,384.00

\$9,700.50



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

Invoice

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

November 29, 2023
 Invoice No: 2023119.05 - 7

Invoice Total \$2,325.00

Project 2023119.05 Beachwood -Timberlane-Green Construction
 P.O.# 2023-01261 \$155,000.00

Professional Services from October 28, 2023 to November 24, 2023

Task 100 Construction Admin.

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	3.00	145.00	435.00
Sr. Engineer			
DiCesare, David	9.00	111.00	999.00
Stonitsch, Erik	5.00	111.00	555.00
Construction Coordinator			
Libert, Alicia	4.00	84.00	336.00
Totals	21.00		2,325.00
Total Labor			2,325.00
Total this Task			\$2,325.00

Billing Limits

	Current	Prior	To-Date
Total Billings	2,325.00	17,630.75	19,955.75
Limit			155,000.00
Remaining			135,044.25

Total this Invoice \$2,325.00 ✓ 11

Outstanding Invoices

Number	Date	Balance
5	10/13/2023	4,994.50
6	11/10/2023	609.50
Total		5,604.00

APPROVED FOR PAYMENT
 BY: C. Ciunita
 DATE: 12-14-23
 P/O: 2023-01261

Billings to Date

	Current	Prior	Total
Labor	2,325.00	17,630.75	19,955.75
Totals	2,325.00	17,630.75	19,955.75

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

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

\$19,955.75



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

Invoice

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

December 08, 2023
 Invoice No: 2023119.06 - 8

Invoice Total	\$1,380.00
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Project 2023119.06 Beachwood - Dead Tree Surveys
Professional Services from October 28, 2023 to November 24, 2023

Task 179 25005 Margot/24524 Hilltop

Professional Personnel

	Hours	Rate	Amount
Field Survey Technician 3			
Novak, Rick	10.00	115.00	1,150.00
Sr. Surveyor			
Faulkner, Scott	2.00	115.00	230.00
Totals	12.00		1,380.00
Total Labor			1,380.00

Total this Task \$1,380.00

Total this Invoice \$1,380.00

Outstanding Invoices

Number	Date	Balance
7	11/10/2023	1,610.00
Total		1,610.00

Billings to Date

	Current	Prior	Total
Labor	1,380.00	8,970.00	10,350.00
Totals	1,380.00	8,970.00	10,350.00

SUC
 APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 12-14-23
 P/O: 2023-00014

GPD Associates Invoices
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/14/23	2023119.06-1	2023119.06	03/31/23	SERVICE	\$230.00
05/12/23	2023119.06-2	2023119.06	04/28/23	SERVICE	\$1,610.00
07/14/23	2023119.06-3	2023119.06	06/30/23	SERVICE	\$2,070.00
08/11/23	2023119.06-4	2023119.06	07/28/23	SERVICE	\$1,150.00
09/08/23	2023119.06-5	2023119.06	08/25/23	SERVICE	\$1,150.00
10/13/23	2023119.06-6	2023119.06	09/29/23	SERVICE	\$1,150.00
11/10/23	2023119.06-7	2023119.06	10/27/23	SERVICE	\$1,610.00
12/08/23	2023119.06-8	2023119.06	11/24/23	SERVICE	\$1,380.00

\$10,350.00



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

Invoice

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

December 08, 2023
 Invoice No: 2023119.10 - 1

Invoice Total \$1,994.00

Project 2023119.10 Beachwood- Playground Construction Phase
 Max not to Exceed \$75,000.00
Professional Services from October 28, 2023 to November 24, 2023

Task 100 Construction Admin.
Professional Personnel

	Hours	Rate	Amount
Project Principal Ciuni, Joseph	3.00	145.00	435.00
Sr. Project Manager Fini, Nicholas	2.50	120.00	300.00
Design Engineer Saunders, Andrew	11.00	103.00	1,133.00
Construction Coordinator Libert, Alicia	1.50	84.00	126.00
Totals	18.00		1,994.00
Total Labor			1,994.00
		Total this Task	1,994.00
		Total this Invoice	<u>1,994.00</u>

Billings to Date

	Current	Prior	Total
Labor	1,994.00	0.00	1,994.00
Totals	1,994.00	0.00	1,994.00

SVC
 APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 12-14-23
 P/O: 2023-02674

GPD Associates Invoices
BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
12/08/23	2023119.10-1	2023119.10	11/24/23	SERVICE	\$1,994.00

\$1,994.00



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

Invoice

City of Beachwood
 Attn: Carol Morrison
 Accounts@beachwoodohio.com
 25325 Fairmount Blvd.
 Beachwood, OH 44122

December 08, 2023
 Invoice No: 2023119.50 - 9

Invoice Total \$2,124.00

Project 2023119.50 Beachwood - Playground Construction Documents
 P.O.#2023-00766 \$126,550.00

Professional Services from October 28, 2023 to November 24, 2023

Task 390 Final Site Plans
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Sferra, Leonardo	.50	145.00	72.50	
Sr. Project Manager				
Valentic, Ivan	2.00	120.00	240.00	
CAD Drafter				
Davis, Bridget	.50	71.00	35.50	
Totals	3.00		348.00	
Total Labor				348.00
		Total this Task		\$348.00

Task 690 Bidding Support
Professional Personnel

	Hours	Rate	Amount	
Sr. Landscape Architect				
Caldwell, Jarlath	16.00	111.00	1,776.00	
Totals	16.00		1,776.00	
Total Labor				1,776.00
		Total this Task		\$1,776.00

Billing Limits	Current	Prior	To-Date
Total Billings	2,124.00	124,008.75	126,132.75
Limit			126,550.00
Remaining			417.25

Total this Invoice \$2,124.00

APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 12-11-23
 P/O: 2023-00766

Outstanding Invoices

Number	Date	Balance
8	11/10/2023	5,040.00
Total		5,040.00

Billings to Date

	Current	Prior	Total
Labor	2,124.00	123,508.75	125,632.75
Unit	0.00	500.00	500.00
Totals	2,124.00	124,008.75	126,132.75

GPD Associates Invoices
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/14/23	2023119.50-1	2023119.50	03/31/23	SERVICE	\$6,665.50
05/12/23	2023119.50-2	2023119.50	04/28/23	SERVICE	\$18,855.00
06/06/23	2023119.50-3	2023119.50	05/26/23	SERVICE	\$17,745.50
07/14/23	2023119.50-4	2023119.50	06/30/23	SERVICE	\$12,743.50
08/11/23	2023119.50-5	2023119.50	07/28/23	SERVICE	\$25,878.25
09/08/23	2023119.50-6	2023119.50	08/25/23	SERVICE	\$11,792.25
10/13/23	2023119.50-7	2023119.50	09/29/23	SERVICE	\$25,288.75
11/10/23	2023119.50-8	2023119.50	10/27/23	SERVICE	\$5,040.00
12/08/23	2023119.50-9	2023119.50	11/24/23	SERVICE	\$2,124.00

\$126,132.75



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

Invoice

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

December 08, 2023
 Invoice No: 2023119.90 - 11

Invoice Total \$3,354.00

Project 2023119.90 Beachwood - Traffic Services 2023
 Letter Proposal
 Max Not to Exceed \$36,000.00

Professional Services from October 28, 2023 to November 24, 2023

Task 150 November Traffic Services

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager Westbrooks, Kevin	10.00	120.00	1,200.00
Sr. Engineer Ferrell, Brett	2.00	111.00	222.00
Staff Engineer/Architect Barco, Ryan	8.50	92.00	782.00
Tondra, Brandon	12.50	92.00	1,150.00
Totals	33.00		3,354.00
Total Labor			3,354.00

Total this Task \$3,354.00

Billing Limits

	Current	Prior	To-Date
Total Billings	3,354.00	23,073.50	26,427.50
Limit			36,000.00
Remaining			9,572.50

Total this Invoice \$3,354.00

Outstanding Invoices

Number	Date	Balance
10	11/10/2023	2,077.50
Total		2,077.50

APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 12/18/23
 P/O: 2023-00190

GPD Associates Invoices
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/10/23	2023119.90-1	2023119.90	01/27/23	POLICE	\$480.00
03/10/23	2023119.90-2	2023119.90	02/24/23	POLICE	\$2,210.44
04/14/23	2023119.90-3	2023119.90	03/31/23	POLICE	\$2,271.00
05/12/23	2023119.90-4	2023119.90	04/28/23	POLICE	\$2,124.00
06/08/23	2023119.90-5	2023119.90	05/26/23	POLICE	\$4,103.06
07/14/23	2023119.90-6	2023119.90	06/30/23	POLICE	\$2,831.50
08/11/23	2023119.90-7	2023119.90	07/28/23	POLICE	\$660.00
08/30/23	2023119.90-8R	2023119.90	08/25/23	POLICE	\$1,791.00
10/13/23	2023119.90-9	2023119.90	09/29/23	POLICE	\$4,525.00
11/10/23	2023119.90-10	2023119.90	10/27/23	POLICE	\$2,077.50
12/08/23	2023119.90-11	2023119.90	11/24/23	POLICE	\$3,354.00

\$26,427.50



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

Invoice

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

December 08, 2023
 Invoice No: 2023120.03 - 1

Invoice Total	\$533.50
----------------------	-----------------

Project 2023120.03 Beachwood - Skoda Dental
Professional Services from October 28, 2023 to November 24, 2023

Task 100 Plan Review
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	1.00	145.00	145.00	
Sr. Engineer				
Gorman, Jacqueline	3.50	111.00	388.50	
Totals	4.50		533.50	
Total Labor				533.50
				Total this Task \$533.50

Billing Limits	Current	Prior	To-Date
Total Billings	533.50	0.00	533.50
Limit			4,000.00
Remaining			3,466.50
Total this Invoice			\$533.50

Billings to Date	Current	Prior	Total
Labor	533.50	0.00	533.50
Totals	533.50	0.00	533.50

Bldg
 APPROVED FOR PAYMENT
 BY: _____
 DATE: 12-12-23
 P/O: 2023-00115

GPD Associates Invoices
BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
12/08/23	2023120.03-1	2023120.03	11/24/23	BUILDING	\$533.50

\$533.50



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

Invoice

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

December 08, 2023
 Invoice No: 2023120.04 - 1

Invoice Total	\$721.00
----------------------	-----------------

Project 2023120.04 Beachwood - True North Improvements
Professional Services from October 28, 2023 to November 24, 2023

Task 101 Inspection

Professional Personnel

	Hours	Rate	Amount	
Design Engineer				
Hamkar, Mohammad Hassan	4.00	103.00	412.00	
Hamkar, Mohammad Hassan	3.00	103.00	309.00	
Totals	7.00		721.00	
Total Labor				721.00
		Total this Task		\$721.00
		Total this Invoice		\$721.00 ✓

Billings to Date

	Current	Prior	Total
Labor	721.00	0.00	721.00
Totals	721.00	0.00	721.00 ✓

Bldg

~~APPROVED FOR PAYMENT~~

BY: _____
 DATE: 12-12-23
 P/O: 2023-00115

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
12/08/23	2023120.04-1	2023120.04	11/24/23	BUILDING	\$721.00

\$721.00



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

Invoice

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

December 08, 2023
 Invoice No: 2023120.05 - 1

Invoice Total \$847.00

Project 2023120.05 Beachwood - Apts. - Parking Lot Repairs
 Max not to Exceed \$2,500.00

Professional Services from October 28, 2023 to November 24, 2023

Task 100 Plan Review and inspection
Professional Personnel

	Hours	Rate	Amount	
Design Engineer				
Hamkar, Mohammad Hassan	7.00	103.00	721.00	
Construction Coordinator				
Libert, Alicia	1.50	84.00	126.00	
Totals	8.50		847.00	
Total Labor				847.00
				Total this Task \$847.00

Billing Limits	Current	Prior	To-Date
Total Billings	847.00	0.00	847.00
Limit			2,500.00
Remaining			1,653.00

Total this Invoice \$847.00 *1m*

Bldg
 APPROVED FOR PAYMENT
 BY: _____
 DATE: 12-12-23
 P/O: 2023-0015

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
12/08/23	2023120.05-1	2023120.05	11/24/23	BUILDING	\$847.00

\$847.00



MICHAEL H. WILDERMUTH, AIA, ARCHITECT

December 7, 2023

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

Re: Building Department
Plan Review Services for November 2023

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

Plan Review for the month of November 2023	<u>\$250.50</u>
Cost Breakdown Sheet Attached	
Total amount due.....	\$250.50

Respectfully,

Michael H. Wildermuth

All General Fund

Michael H. Wildermuth, AIA
Master Plans Examiner

APPROVED FOR PAYMENT

BY: 

DATE: 12-11-23

P/O: _____



MICHAEL H. WILDERMUTH, AIA, ARCHITECT
 Beachwood Plan Review

		June 2023		
MHW Job No	Beachwood Receipt No.	Job Name	Time	
CB2315-1 11-13-2023	2022-07600 1	Dr. Freirich Offices	3.0H	\$250.50
		Total	3 H	\$250.50



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

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

Invoice Number: 10490537
Invoice Date: 11/22/23
Matter Number: 011736.00148

Economic Development Matters

INVOICE SUMMARY

Fees:	\$ 7,005.00
Disbursements:	\$ 0.00
Amount Due for this Invoice:	\$ 7,005.00

PAYMENT INSTRUCTIONS

Remit Check Payments to:

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

Remit Wire Payments to:

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

Direct Billing Inquiries to:

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

For Wires outside the US:

Please Include Reference Number 10490537/011736.00148 with all Payments

Michael Hly
11/30/23
CWB 11/30/23
~~ch~~



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

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

Invoice Number: 10490537
 Invoice Date: 11/22/23
 Matter Number: 011736.00148

REMITTANCE COPY

Economic Development Matters

INVOICE SUMMARY

Fees:	\$ 7,005.00
Disbursements:	\$ 0.00
Amount Due for this Invoice:	\$ 7,005.00

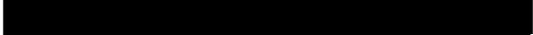
PAYMENT INSTRUCTIONS

Remit Check Payments to:	Remit Wire Payments to:	Direct Billing Inquiries to:
Squire Patton Boggs (US) LLP P.O. Box 643051 Cincinnati, OH 45264 Phone: 216.687.3400 Fax: 216.687.3401	Squire Patton Boggs (US) LLP 	Russell W. Balthis 1000 Key Tower 127 Public Square Cleveland, OH 44114 United States Phone: +1.216.479.8500 Fax: +1.216.479.8780 email: russell.balthis@squirepb.com

For Wires outside the US:



Please Include Reference Number 10490537/011736.00148 with all Payments



TIME SUMMARY

TIMEKEEPER	HOURLY RATE	HOURS	TOTAL
ASSOCIATES			
Heather Baldwin Vlasuk	475.00	2.75	1,306.25
Russell Balthis	485.00	11.75	5,698.75
TOTAL FOR ASSOCIATES:		14.50	7,005.00
TOTAL SERVICES:		14.50	\$ 7,005.00

SQUIRE PATTON BOGGS (US) LLP

011736.00148

11/22/23

Page 5

Economic Development Matters

Invoice Number: 10490537

MATTER TOTAL

TOTAL SERVICES:	\$ 7,005.00
TOTAL DISBURSEMENTS:	\$ 0.00
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 7,005.00



RECEIVED

DEC 11 2023

FINANCE DEPT



V&RICH

1 Main Avenue, 4th Floor | Cleveland, Ohio 44113 | p. 216.696.4444 | f. 216.696.1616 | zrlaw.com

DATE: 10/31/2023

P.O. NUMBER: 2021-00552

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

Privileged & Confidential

CLIENT Beachwood - General
MATTER: 4318-20-01
INVOICE: 144009

Total Fees for Services Rendered	\$48.00
Total Expenses	\$0.00
Total Amount Due for this Matter	<u>\$48.00</u>

BILL SUMMARY

Total Fees for Services Rendered	\$48.00
Total Expenses	\$0.00
Total Amount Due for this Invoice	<u>\$48.00</u>

APPROVED FOR PAYMENT

BY: ME Supton

DATE: 12/15/23

P/O: 2023-02022



RECEIVED *mee1*
DEC 7 2023

Bill To:
City of Beachwood
Attention: Accounts Payable
Attn: Accounts Payable
Beachwood, OH 44122

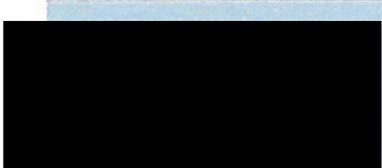
FINANCE DEPT

Invoice Number RN15764
Invoice Date 12/6/2023
PO Number
Payment Terms Net 30
Customer ID BEACHWDOH01
End Customer ID Beachwood

Reference: Annual Billing for 2024-2025

JustFOIA Pro Renewal Coverage Period: 2/20 - 2/19

Description	Extended Amount
Subscription (JF)	
	Product Group Total \$7,224.53
	Subtotal \$7,224.53
	Downpayment Applied -\$0.00
	Sales Tax \$0.00
	Total Due \$7,224.53



Thank you for your business.

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

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311

Jaw
BY: *M. Supler*
DATE: 12/7/23
P/O: _____

City of South Euclid

1349 South Green Rd.
 South Euclid, Oh 44121
 Phone# 216-381-0400

Invoice # 13873

CITY OF BEACHWOOD
 POLICE DEPARTMENT
 ATTN: CHIEF MCLAUGHLIN
 25325 Fairmount Blvd.
 Beachwood, OH 44122



RECEIVED
 DEC 4 2023
 FINANCE DEPT

Date: 10/2/2023

DESCRIPTION	AMOUNT
2023 EDGE CONTRIBUTION FOR BEARCAT	\$ 28,746.96
<p>I DO HEREBY CERTIFY THERE ARE (AND WERE AT TIME OF RENDERING OF SERVICES) SUFFICIENT FUNDS LAWFULLY APPROPRIATED OR IN THE PROCESS OF COLLECTION TO SUPPORT THE PROPOSED EXPENDITURE REFERENCED IN THE ATTACHED DOCUMENT</p> <p style="text-align: right;"><i>[Signature]</i></p> <p style="text-align: center;">APPROVED FOR PAYMENT</p> <p>BY: <u><i>[Signature]</i></u></p> <p>DATE: <u>12/1/23</u></p> <p>P/O: <u>2023-02443</u></p>	
<p>Approved <i>[Signature]</i> 12/5/23 Finance Director</p>	
Thank You!	

Make all checks payable to City of South Euclid.

If you have any questions concerning this invoice, contact Sabrina Fritz, Finance Department, 216-381-0400 ext 217, Email stonschock@seuclid.com

THANK YOU!

SUBTOTAL	\$ 28,746.96
TAX RATE	
SALES TAX	
OTHER	
TOTAL	\$ 28,746.96

[Handwritten signature]



WINGFOOT

THE GOODYEAR TIRE & RUBBER CO.
7230 NORTHFIELD RD
WALTON HILLS, OH 44146
440-735-9910 Fax 440-735-9913

INVOICE NO.
~~~073-1098151~~~
COPY 002

\*\*\*\*\* Visit us at goodyearctsc.com \*\*\*\*\*

126382-0001
CITY OF BEACHWOOD
23355 MERCHANTILE RD
BEACHWOOD, OH 44122
216-595-5461
PO #:2023-02702

RECEIVED

DEC 12 2023

FINANCE DEPT

Approved
2023 12/14/23
Finance Director

PAGE 01
INVOICE DATE:12/05/2023
PICKED UP AT SHOP
LOCATION/SREP: 073/150
APPROVAL NUM : G0009147
2023-12-11 14.17.33 EC
CLERK: EC TECH:

Table with columns: QUANTITY, PRODUCT NO., DESCRIPTION, FET, UNIT PRICE, TAX, AMOUNT, LINE. Includes handwritten notes like 'escapes' and 'F480'.

CUSTOMER BILLING REQUIREMENTS (GOODYEAR TIRE & RUBBER CO):
SERVICE TICKET NUMBER NA

The Tire Industry Association (TIA) recommends re-torque at 50-100 miles.

Disposal fees may apply in some areas.

Shop supply fees cover miscellaneous materials used in rendering services... I DO HEREBY CERTIFY THERE ARE (AND WERE) AT TIME OF RENDERING OF SERVICES...

Remit payment to:
The Goodyear Tire & Rubber Company
7230 NORTHFIELD RD
WALTON HILLS, OH 44146

Handwritten note: alt pay off 12/12

APPROVED FOR PAYMENT

BY: [Signature]

DATE: 12-14-23

Summary table with columns: TERMS, DUE, P/O, SUB-TOTAL, SALES TAX, TOTAL AMT. Includes handwritten P/O: 2023-02702.

no further discounts allowed. It is agreed that title to the above described property shall remain in the name of the seller until paid in full...

the total amount due is paid in full within terms, no FINANCE CHARGE will be incurred on that amount; otherwise, a FINANCE CHARGE will be computed on the previous balance after deducting payments and credit received during the current month.

FINANCE CHARGE is computed at a periodic rate of 0.82500 which is an annual percentage rate of 9.90000

seller warrants that the tires are the size and tread design as stated above. SELLER MAKES NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, SPECIFICALLY, SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

INTRODUCED BY: J. Taylor

ORDINANCE NO. 2024-12

AN ORDINANCE AUTHORIZING AN EMERGENCY PURCHASE ORDER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Finance Director has requested an Emergency Purchase Order in an amount not to exceed Two Hundred Fifty Thousand Dollars and No/Cents (\$250,000.00); and

WHEREAS, this Purchase Order was previously budgeted for and will likely remain a part of the regular Finance Department Budget but never utilized; and

WHEREAS, the Mayor and Council President are authorized to enter into Contracts under this Emergency Purchase Order for items in excess of the Mayor's Spending Authority (\$25,000.00) in accordance with BCO 121.09. If the Council President is unavailable for any reason, the Council Vice President can authorize any Contracts under this Emergency Purchase Order; and

WHEREAS, this Emergency Purchase Order would be used in the event of a catastrophic loss or emergency and to heighten the preparedness levels of the City of Beachwood, Ohio.

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

Section 1: Based upon the approval of Council, the Finance Director and Mayor are hereby authorized and directed to open a Purchase Order in an amount not to exceed Two Hundred Fifty Thousand Dollars and No/Cents (\$250,000.00) to be used in the event of a major catastrophic emergency or loss. The Mayor and President of City Council or Vice President of City Council are authorized to enter into an emergency Contract under this Emergency Purchase Order until the next Regular Council Meeting.

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

Section 3: This Ordinance is declared to be an urgent measure necessary for the preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason to heighten preparedness levels for the City of Beachwood, Ohio; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 8<sup>th</sup> day of January, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9<sup>th</sup> day of January, 2024.

Whitney M. Crook  
Clerk

Approval: I have approved this legislation this 9<sup>th</sup> day of January, 2024, and filed it with the Clerk.

Justin Bernard  
Mayor

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

---

**TO:** Mayor Justin Berns  
**FROM:** Larry A. Heiser, Finance Director *LAH*  
**RE:** Request for Emergency Purchase Order  
**DATE:** December 27, 2023

The 2024 approved budget included \$250,000 for an emergency Purchase Order (PO) which is part of the Finance Department Budget. 2023 was the first year that the City of Beachwood put an emergency PO in place and as expected the PO was not used. Again in 2024, the PO is not expected to be used and if it is used then Council would be notified at the point where funds were being applied against this PO. This Emergency PO should continue to be part of our regular yearly operations but never utilized. It does indicate a heightened level of preparedness for the City of Beachwood.

Please let me know if you have any questions.

Thank You.

**AN ORDINANCE ADOPTING A MORATORIUM ON APPLICATIONS FOR, AND THE APPROVAL OF, ZONING REVIEWS AND PERMITS, BUILDING PERMITS, CERTIFICATES OF OCCUPANCY, AND OTHER PERMITS AND LICENSES FOR ANY BUILDING, STRUCTURE, USE, OR CHANGE OF USE THAT WOULD ENABLE THE CULTIVATION, PROCESSING, DISTRIBUTION, OR SALE OF ADULT USE CANNABIS FOR A PERIOD NOT TO EXCEED SIX (6) MONTHS IN ORDER TO ALLOW THE CITY TO REVIEW APPLICABLE STATE AND LOCAL LAWS; TO PLAN FOR REGULATIONS RELATING TO SUCH USES; AND DECLARING THIS TO BE AN URGENT MEASURE.**

WHEREAS, on November 7, 2023, Ohio voters passed Issue 2 to enact Chapter 3780 of the Ohio Revised Code, effective December 7, 2023, which legalized and provided for the regulation of “adult use cannabis” as defined in Section 3780.01 of the Revised Code, including cultivation, processing, sale, purchase, possession, and home growth;

WHEREAS, the Ohio Senate passed H.B. 86 on December 6, 2023, which made changes to the provisions in Chapter 3780 enacted by the passage of Issue 2, but H.B. 86 remains pending in the Ohio House of Representatives;

WHEREAS, Section 3780.25 of the Ohio Revised Code gives this Council the authority to adopt an ordinance to prohibit, or limit the number of adult use cannabis operators licensed under Ohio Revised Code Chapter 3780 of the Revised Code within the City;

WHEREAS, pursuant to the City Charter, as well as the Ohio Constitution, this Council also has the inherent power to enact planning, zoning and business regulations and laws that further the health, safety, welfare, and peace of its citizens, including restricting or prohibiting certain business uses;

WHEREAS, this Council has determined that the public peace, health, safety, and general welfare is preserved by establishing a moratorium on the applications for zoning approvals, building permits, and certificates of occupancy related to adult use cannabis while the legislature deliberates changes to Ohio Revised Code Chapter 3780.

WHEREAS, this Council has further determined that additional time is needed to review the applicable sections of Ohio Revised Code Chapter 3780 once the amendments go into effect, as well as the City’s Codified Ordinances, and to plan for and formulate a response to adult use of cannabis within the City.

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

Section 1. This Council hereby establishes a moratorium on the acceptance of any application for, and the approval of, any zoning reviews and permits, building permits, certificates of occupancy, and any other permits and licenses for any building, structure, use, expansion of use, or change of use that would enable the cultivation, processing, distribution, or sale of adult use cannabis in the City of Beachwood for a period of six (6) months from the effective date of this Ordinance.

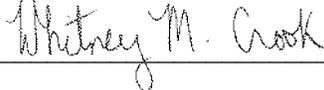
Section 2. No existing business in the City of Beachwood shall change or expand in any way that would establish the cultivation, processing, distribution, or sale of adult use cannabis for the duration of the moratorium period established by this Ordinance.

Section 3. All formal actions of this Council related to this Ordinance and all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 4. This Ordinance is declared to be an urgent measure necessary for the immediate preservation for the public peace, health and safety of the City and the inhabitants thereof for the reason that this action is necessary to enable the City to fully study the impacts of Chapter 3780 of the Ohio Revised Code and its effects on the City and the health, safety and general welfare of its inhabitants, and provided it receives approval of two-thirds of the members of Council, shall be in full force and effect from and after its passage and approval by the Mayor.

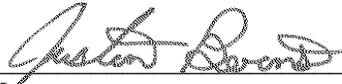
WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 8<sup>th</sup> day of January, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9<sup>th</sup> day of January, 2024.

  
\_\_\_\_\_

Clerk

Approval: I have approved this legislation this 9<sup>th</sup> day of January, 2024, and filed it with the Clerk.

  
\_\_\_\_\_

Mayor

INTRODUCED BY: A. Isaacson

ORDINANCE NO. 2024-14

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT (MCIP) WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (“NEORS”) FOR THE TIMBERLANE/GREEN SANITARY RELIEF SEWER PROJECT PHASE 1; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, NEORS established the Member Community Infrastructure Program (“MCIP”) to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the NEORS service area; and

WHEREAS, in response to NEORS’s request for MCIP Proposals, The City of Beachwood, Ohio applied for the Timberlane/Green Sanitary Relief Sewer Project Phase 1; and

WHEREAS, NEORS has determined that the proposed Timberlane/Green Sanitary Relief Sewer MCIP Project Phase 1 will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment; and

WHEREAS, the Public Works Director and City Engineer has recommended entering into this MCIP Grant Agreement.

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

Section 1: The Mayor is authorized to enter into and execute any necessary agreements for the Member Community Infrastructure Grant Program and.

Section 2: The Mayor is authorized and directed to accept Grant Funds in an amount not to exceed One Million Six Hundred Thousand Dollars and No/Cents (\$1,600,000.00).

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

Section 4: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City, and for the further reason that these grant funds may be obtained immediately; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2024-14

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

Attest: I hereby certify this legislation was duly adopted on the 8<sup>th</sup> day of January, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9<sup>th</sup> day of January, 2024.

  
\_\_\_\_\_

Clerk

Approval: I have approved this legislation this 9<sup>th</sup> day of January, 2024, and filed it with the Clerk.

  
\_\_\_\_\_

Mayor

**BEACHWOOD PUBLIC WORKS DEPARTMENT  
INTER-OFFICE MEMORANDUM**

**TO:** Mayor Justin Berns

**FR:** Chris Arrietta, Public Works Director

**DT:** December 27, 2023

**RE:** Council Agenda Item: MCIP Funding

---

Mayor,

In January of 2024, the Public Works Department will be moving forward with the Green and Timberlane Sanitary Relief Sewer Project. Catts Construction was the lowest and best bidder for this project and construction will start on Campus Road. This improvement to our infrastructure was recommended by the Northeast Ohio Sewer District (NEORS) as a direct result of the Heights Hilltop Interceptor Study.

In May of 2023, we applied for \$1.6 million in Member Community Infrastructure Program (MCIP) funding from NEORS for this project. We received the full amount requested and at this time we will need council approval for the funding to be released to the City of Beachwood. With your permission, I would like to place this item on the next council agenda. Please let me know if you have any questions in regards to this project.

**MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT  
BY AND BETWEEN  
NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
CITY OF BEACHWOOD  
FOR  
TIMBERLANE/GREEN SANITARY RELIEF SEWER PHASE 1  
  
CONSTRUCTION ONLY**

THIS AGREEMENT (“Agreement”) is entered into as of the 1st day of January 2024 (“Effective Date”), by and between the Northeast Ohio Regional Sewer District (“District”), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 203-23, adopted by the District’s Board of Trustees on August 3, 2023 (Exhibit “A”), and the City of Beachwood (“Member Community”), a political subdivision of the State of Ohio, acting pursuant to Ordinance No. \_\_\_\_\_, passed on \_\_\_\_\_, 2023 (Exhibit “B”). The District and the Member Community may be collectively referred to herein as “Parties.”

RECITALS:

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program (“MCIP”) to provide water resource project funding opportunities to member communities and other qualified political subdivisions for sewer infrastructure projects in the District’s service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit “C”); and

WHEREAS, in response to the District’s Request for MCIP Proposals, the Member Community, a District member community, submitted an application for Timberlane/Green Sanitary Relief Sewer Phase 1 (the “Project” or “MCIP Project”), attached hereto as Exhibit “D;”

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

**Article 1. The MCIP Project**

- 1.1. The MCIP Project. The Member Community will manage, design, procure and construct the MCIP Project, which generally consists of the construction of a new relief sewer and increasing the capacity of the existing sewer in the project area, as set forth in Exhibit "D."
- 1.2. Performance Goal and Verification. The performance goal for the MCIP Project is set forth in Exhibit D. At the request of the District, the Member Community will provide data relevant to the project performance verification as set forth in Exhibit C. The Member Community agrees to provide the District with post-construction verification of the performance goal. Failure to do so may impact future grant awards.
- 1.3. Compliance with District's Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District's Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm sewer infrastructure problems.
- 1.4. Permits and Approvals. The Member Community shall obtain and pay the cost of all required federal, state, and local approvals, including permits, necessary to initiate and complete the MCIP Project.
- 1.5. Affected Property Owners. The Member Community shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor in title to maintain compliance as required in this Agreement. The costs of obtaining such legal agreements are eligible for MCIP funding, if they are part of the proposal and approved by the District.
- 1.6. MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days

prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.

- 1.7. Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design and construction, as well as post-construction.

## **Article 2. Design and Construction of the MCIP Project**

- 2.1. District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design plans prior to construction. The Member Community shall submit the final MCIP Project design plans to the District Representative, Brian Paige, paigeb@neorsd.org, in a timely manner that provides the District with at least fifteen (15) business days to review. Any modification to the MCIP Project must be submitted to the District Representative in writing.
- 2.2. MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.
- 2.3. Member Community to Bid and Construct MCIP Project. After the District's review of the MCIP Project design in accordance with Article 2.1 above, the Member Community shall bid and complete the construction work pursuant to the final MCIP Project plans and specifications and in accordance with all applicable laws and regulations. The Member Community shall be responsible for construction procurement, supervision, and inspection in accordance with the terms of this Agreement. The Member Community shall provide the District Representative a copy of the awarded bid.
- 2.4. Construction Schedule. The District shall have the right to review and provide written comments to the proposed MCIP Project construction schedule, prior to the selected contractor beginning field activities.
- 2.5. Pre-Construction and Construction Meetings. The District shall have the right to attend all pre-construction and construction meetings with the MCIP Project contractor. The Member Community shall notify the District Representative, in writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.

- 2.6. Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision, or inspection and testing services for the MCIP Project.
- 2.7. Record Drawings. The Member Community shall provide to the District Representative record drawings, approved by the Member Community's Engineer, at the closure of the MCIP Project.
- 2.8. District Request for Construction Progress Meetings. The Member Community agrees to meet with the District to review the MCIP construction project status and progress, as may be requested by the District.
- 2.9. Payment of Prevailing Wage. The Member Community shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the MCIP Project, and shall ensure compliance with any prevailing wage requirements in such Chapter.

### **Article 3. Ownership, Operation, and Maintenance**

- 3.1. Member Community Operation and Maintenance Responsibilities. During construction and after construction, the Member Community shall own, operate, and maintain the MCIP Project. The Member Community shall reimburse the District in an amount equal to one hundred percent (100%) of the District Funds provided by the District under this Agreement if this provision is violated. In the event that the District determines a violation of this section has occurred, the District shall notify the Member Community in writing. The Parties agree to resolve any dispute relating to such alleged violation in accordance with the procedure set forth in Article 9 of this Agreement.
- 3.2. Post-Construction Operation and Maintenance Plan. The Member Community shall provide the District with a letter referencing the post- construction operation and maintenance plan for the MCIP Project. Operation and maintenance plans shall be updated by the Member Community, as may be necessary, and as may be requested by the District.
- 3.3. Maintenance Inspection Records. The Member Community shall maintain a record of the Member Community's maintenance inspections and overall performance of the MCIP Project for at least three (3) years and shall submit a copy to the District upon reasonable request.

### **Article 4. Project Costs and Funding**

- 4.1. District Funds. The District agrees to pay the Member Community an amount not to exceed One Million Six Hundred Thousand Dollars (\$1,600,000.00) (the "District Funds") on a direct disbursement basis, in accordance with the terms of this Article and Article 6. The anticipated disbursement amount for calendar year 2024 is \$1,600,000.00. Yearly anticipated disbursement amounts may only be altered in writing at the discretion of the District's Director of Watershed Programs. The District shall withhold five percent (5%) or \$80,000.00 of the District Funds until the District receives the documents listed below and the match obligation has been met as outlined in Section 4.2:
- a) final record drawings for the MCIP Project.
- 4.2. Member Community Funds.
- 4.2.1. The Member Community shall provide 50% non-District matching funds for the MCIP Project that may include cash and/or in-kind contributions ("Member Community Funds"). Funds acquired by the Member Community from previous District awards cannot be counted as a match. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds. Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds, including, but not limited to, differing site conditions or other unforeseen situations.
- 4.2.2. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit "E."
- 4.2.3. Each invoice submitted for disbursement to the District in accordance with Section 4.3 below shall include the percentage of the Member Community Funds committed by the Member Community as matching funds for the MCIP Project.
- 4.3. Use of District Funds - Direct Disbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2024 and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall disburse funds directly to the Member Community the eligible MCIP Project expenses based upon invoices, prepared and submitted by the Member

Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit "F." All disbursement requests must include the Payment Request Accuracy Verification and Progress Report (the "PRAV"), attached to this agreement as Exhibit "G."

- 4.3.1. All invoicing shall be in accordance with an agreed-upon format between the District and the Member Community that is sufficient to allow the District to review, inspect and approve the services provided for the Project. The District shall not be responsible for payment of any late fees and/or other penalties invoiced by consultants and contractors. At the request of the District, the Member Community shall submit proof of payment to its consultant and contractors within thirty (30) days of the District's payment to the Member Community. Should the Member Community fail to submit such proof within thirty (30) days, the District shall have the right to withhold future payment(s) to the Member Community until such time that the Member Community provides proof of payment of MCIP funds to the consultant and the contractor, and any failure of the Member Community to comply with the material payment requirements in this Agreement may be considered a material breach of this Agreement and be cause for termination of the Agreement, in addition to any other remedies available to the District.
- 4.3.2. All requests for payment of District Funds for project management, design services, and construction shall be documented to the District in reasonable satisfaction based on the agreed-upon scope and fee for such services.
- 4.3.3. The Member Community shall keep all records and documents relevant to the Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and will be submitted upon request together with any other compliance information which may be reasonably required.
- 4.3.4. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved by the District.

4.3.5. The Member Community will provide a copy of the professional services agreement and the bid award with the first direct disbursement request.

4.3.6. Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 30, 2024 for work completed January 1, 2024 - March 31, 2024;
- Second Request: Due July 31, 2024 for work completed April 1, 2024 - June 30, 2024;
- Third Request: Due October 31, 2024 for work completed July 1, 2024 - September 30, 2024;
- Fourth Request: Due January 31, 2025 for work completed October 1, 2024 – December 31, 2024

4.3.6.1. Failure to submit the quarterly progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

4.3.7. The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the PRAV and progress report form provided as Exhibit ‘G’ and available at: <http://www.neorsd.org/mcip.php>.

4.4. Third-Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved for reimbursement by the District.

4.5. Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.

4.6. District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.

4.7. Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District’s final contribution shall be adjusted to

maintain the same District contribution percentage of the final project cost. (Exhibit C).

**Article 5. Public Participation and Outreach**

- 5.1. Educational Signage and Public Outreach. The Member Community shall coordinate any educational signage and any public outreach with the District. The Member Community shall acknowledge the District on MCIP Project related outreach communications and in public meetings that discuss the MCIP Project.
- 5.2. District Right to Reject. The District reserves the right to reject any signage, related to the MCIP Project.

**Article 6. Project Schedule and Warranty Period.**

- 6.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.
- 6.2. MCIP Project Warranty. The Member Community's construction agreement shall require the contractor to provide a minimum of a one (1) year warranty period that commences upon final completion of the MCIP Project construction ("Warranty Period"). Prior to the conclusion of the Warranty Period the Member Community shall perform a CCTV inspection of the installed Project, if applicable, and provide a report to the District.

**Article 7. Term.**

- 7.1. Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

**Article 8. Insurance.**

- 8.1. Insurance. The Member Community shall require MCIP Project consultants and contractors to name the Northeast Ohio Regional Sewer District as an Additional Insured for general liability, automobile liability, and property liability insurance coverages.

**Article 9. Dispute Resolution.**

9.1. Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.

9.2. Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

| <b>District Representatives</b> | <b>Member Community Representatives</b> |
|---------------------------------|-----------------------------------------|
| Director of Watershed Programs  | City Engineer                           |

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

| <b>District Representatives</b>                | <b>Member Community Representatives</b> |
|------------------------------------------------|-----------------------------------------|
| District Chief Legal Officer or CLO's designee | Law Director                            |

9.3. Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 9.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

9.4. Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 10, Remedies, below.

**Article 10. Remedies.**

10.1. Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

**Article 11. Notifications.**

11.1. Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

| <b>District Representatives</b> | <b>Member Community Representatives</b> |
|---------------------------------|-----------------------------------------|
| Grant Programs Administrator II | City Engineer                           |

**Article 12. Release of Liability.**

12.1. Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

**Article 13. Miscellaneous.**

13.1. Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance

of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.

- 13.2. Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 13.3. Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.
- 13.4. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.
- 13.5. Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 13.6. Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 13.7. Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 13.8. Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 13.9. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 13.10. Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.

13.11. Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

**Article 14. Exhibits.**

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern. The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

|             |                                                                    |
|-------------|--------------------------------------------------------------------|
| Exhibit "A" | District Resolution                                                |
| Exhibit "B" | Member Community's Authorizing Ordinance                           |
| Exhibit "C" | Request for MCIP Proposals                                         |
| Exhibit "D" | Member Community's MCIP Application                                |
| Exhibit "E" | Member Community's Certification of Funds                          |
| Exhibit "F" | MCIP Policy, Process, and Procedure                                |
| Exhibit "G" | Payment Request Accuracy Verification and Progress Report ("PRAV") |

<< INTENTIONALLY LEFT BLANK >>

The parties hereto have executed and delivered this Agreement as of the date first above written.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

By: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

and: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**CITY OF BEACHWOOD**

By: \_\_\_\_\_

The legal form and correctness of this instrument is approved.

By: \_\_\_\_\_  
Assistant/Director of Law  
CITY OF BEACHWOOD

Date: \_\_\_\_\_, 2024

This Instrument Prepared By:

\_\_\_\_\_  
Anka M. Davis  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

**[FOR DISTRICT USE ONLY]**

AGREEMENT NO.

NORTHEAST OHIO REGIONAL  
SEWER DISTRICT  
WITH  
CITY OF BEACHWOOD  
FOR  
2024 MEMBER COMMUNITY  
INFRASTRUCTURE PROGRAM  
PROJECT:  
TIMBERLANE/GREEN SANITARY  
RELIEF SEWER PHASE 1

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Total Approximate Cost: \$1,600,000.00

---

The legal form and correctness of  
the within instrument are hereby  
approved.

---

ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

---

Date

**CERTIFICATION**

It is hereby certified that the amount  
required to meet the contract,  
agreement, obligation, payment or  
expenditure, for the above, has been  
lawfully appropriated or authorized or  
directed for such purpose and is in  
the Treasury or in process of  
collection to the credit of the fund  
free from any obligation or  
certification now outstanding.

---

KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

---

Date

INTRODUCED BY: E. Synenberg

ORDINANCE NO. 2024-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BRANDEN R. BURNS, LLC TO PROVIDE POOL MANAGEMENT THROUGH THE 2024 SEASON FOR THE CITY OF BEACHWOOD, OHIO FAMILY AQUATIC CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Community Services Director would like to hire a Pool Manager for the 2024 season and has recommended Branden R. Burns, LLC.

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

Section 1: Based upon the recommendation of the Community Services Director, the Mayor is hereby authorized to enter into an agreement with Branden R. Burns, LLC for Pool Management services for the 2024 season at the Beachwood, Ohio Family Aquatic Center as set forth in the agreement for services, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City, and for the further reason that these management services be available for the 2024 season; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 8<sup>th</sup> day of January, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9<sup>th</sup> day of January, 2024.

  
Clerk

Approval: I have approved this legislation this 9<sup>th</sup> day of January, 2024, and filed it with the Clerk.

  
Mayor

This agreement, between Branden R Burns LLC., (hereafter known as BB) and The City of Beachwood, (hereinafter known as CITY), is to provide for the management by BB of the CITY's swimming pool(s) located in Beachwood, Ohio in accordance with the specifications, conditions and terms set forth hereinafter.

EFFECTIVE DATE OF THIS CONTRACT

BB management service will be provided from the date of signing, through the date of 11/1/2024.

The normal swim season being:

5/25/2024-9/2/2024

Additional Extended dates available at additional fee.

PRE-SEASON INSPECTION

BB will, as reasonably as possible, make a complete pre-season inspection and evaluation of CITY'S facility. BB will advise CITY of any missing or broken equipment, and if any repairs deemed necessary to maintain swimming pool at the standards of the local health department.

Normal HOURS OF OPERATION

M-F 6:15a-8p

Sat & Sun 9a-7:30p

**Reduced Hours –Labor Day:**

August 21-Sept 2

Closed M-Weds

Th & Fri 6:15a-8:30a, 4p-8p

Sat & Sun 9a-7:30p

Labor Day Open normal hours

**\*Dates will change per year based off Beachwood City Schools Schedule**

Guard staff will be scheduled to meet the demand of the facility. CITY is to provide lifeguards needed to provide effective surveillance during operations. BB is only responsible for management of CITY lifeguards. BB will provide an on-site manager as well as provide management support, training, and safety/skill audits. Lifeguards, even though CITY employees, will be required to attend mandatory monthly in-service training. If BB determines CITY staff are unqualified to work, they will be removed from the schedule and BB will notify CITY.

## **HOURS AND EXPENSES INCLUDED IN THIS CONTRACT**

This contract includes a total of 800 manager hours at \$38 per hour. Any hours more than 800 manager Hrs., requested by CITY will be provided at the rate of \$40 per hour. BB will make regular reports to CITY as to the total number of manager hours that have been used each pay period as the timesheets are calculated. Reports will be made available to CITY. CITY agrees to alert BB to any discrepancies within five (5) business days of receipt of these reports.

Any hours under 750 hours will be rebated to the CITY at a rate of \$10 for each hour not utilized. Any rebate or adjustment will be made to CITY by twenty-one days past close.

This contract includes a management fee of \$1,100 and is **NON-refundable**.

2024: \$31,500

### **Payment Schedule**

The total hours of scheduled staffing and expenses proposed results in total fees of \$31,500 for 2024. Payment is due in 4 equal payments of \$7,875. Payments are due April 15, May 15, June 15, and July 15. Any hours under 750 manager hours will be rebated to the CITY at a rate of \$10 for each hour. Any rebate or adjustment will be made twenty-one days after the conclusion of the season, due by/or before October 30. Any add on opportunities or consulting fees may be added at agreement of CITY and BB.

### **SCHEDULE REQUESTS BY OWNER**

Any requested change in the schedule by CITY due to any foreseen and unforeseen circumstances will be charged to CITY at a rate of \$40.00 per hour once the budgeted hours have been exceeded. Any additional hours requested beginning August 11<sup>th</sup> through September will be invoiced at an additional rate equivalent to \$40.00 per hour. Examples include but not limited to: CITY requested schedule changes or school district schedule changes. Please note that adding additional staff/hours is subject to change and is dependent on availability.

### **ADDITIONAL STAFF DUE TO SAFETY CONCERNS**

If at any time staff must be added to meet the State or County requirement for bather load or meet BB's safety standards (as deemed by management) the CITY will be notified. If this situation should occur, additional staff will be added to the schedule.

### **SPECIAL HOURS**

Full Season is June 1st - August 21. Facility will be closed after Memorial Day until Saturday June 1st. Facility will go to reduced hours August 21st until Labor Day.

### **INCLEMENT WEATHER**

BB shall close the pool due to inclement weather, or if the air temperature at outdoor facilities is less than 65 degrees. If staff hears thunder or sees lightning the facility must be cleared of swimmers for a minimum of 30 minutes from the last sound of thunder or last flash of lightning. Patrons will be cleared from the pool for safety reasons during any rainstorm if visibility of the pool bottom is obscured.

### **SWIM BREAKS**

General swimming breaks are 10 minutes on the hour, adults 18 & older as well as infants carried with an adult may continue to swim.

## **Operating Supplies**

CITY will provide the following supplies for staff and management use:

- Testing reagents as required by Health Department
- Supplies to clean tile area
- Refill for the First Aid Kit
  - Band-Aids
  - Gauze Pads
  - Tape
  - Rolled gauze
  - Antibacterial wipes
  - Latex or Non-latex first aid gloves
  - Eye protectors
  - Triangular bandage
  - Biohazard bag and labels
- Exposure Control Plan as required by OSHA
- Material Data Safety Sheets as required by OSHA
- County Board of Health Record Sheet
- Pool vacuum head, pole, and hose
- Pool brush
- Garden hose with spray nozzle
- Broom and dustpan
- Ring buoy with heaving line
- Shepard's Crook with straight pole
- 12' straight pole
- CPR mask for each lifeguard on duty
- Fanny pack for each lifeguard on duty
- Eyewash Station
- Shade at lifeguard station(s) per OSHA regulations
- Trash receptacle
- Water Test Kit as required by State and/or County Health Departments
- Safety line with adequate safety floats and hooks
- First Aid Kit Container
- One rescue tube for each lifeguard on duty
- One Fanny Pack for each lifeguard on duty

- Danger Pool Closed sign
- Emergency Phone sign
- Spa Caution Sign (if applicable)
- Spine Board with three straps (Board must be in good repair with no splinters or holes)
- Thermometer for each pool
- Facility Cleaning Supplies

## **PERSONNEL**

BB will provide the management staff for the facility to the best of our ability during all normal pool hours as specified in this contract. All required lifeguards will be certified in accordance with the rules and codes specified by the State of Ohio and hired by CITY. The BB pool manager position will be filled by Sarah Tobin.

Management Staff will perform the following services in respect to daily operation:

1. Test the pool water periodically to ensure proper chemical balance per the standards of the local Health Department.
2. Enforce all rules and regulations posted by CITY and BB. CITY will provide copies of their rules and regulations prior to pool opening for the season.
3. Maintain and keep records required by the local Health Department.
4. Maintain any additional reasonable records required and supplied by CITY.
5. Schedule all staff for the facility utilizing designated scheduling software.
6. CITY agrees to provide a safe working environment for managers, guards, and other BB employees free from the threat of harm or bodily injury.
7. CITY agrees to maintain adequate number of lifeguards to ensure patron surveillance and safety.

BB agrees to the following conditions concerning personnel:

1. BB will work with the CITY in selection of pool manager. CITY will have the right to make suggestions and recommendations to BB; however, final decision shall be made by BB.
2. BB will work within CITY HR protocols to discharge any incompetent, uncooperative or otherwise unqualified employee. BB must make fair and just decisions concerning dismissal of its' employees. If for any reason this paragraph is enforced, the employee being discharged will not work more than week after BB receives the request for discharge.
3. BB shall be responsible for the payment of wages, taxes, etc., to all said management employees and for the maintenance of Worker's Compensation and Unemployment Insurance.
4. If is deemed necessary as the season progresses to add additional personnel, this will be determined by agreement between CITY and BB. BB may adjust personnel as is necessary daily per bather load, time of year or day, available staff, etc. BB will consult CITY in all scheduling matters.
5. If during the term of this contact the federal or state governments impose required benefits for seasonal employees BB will notify CITY of the increase and the CITY agrees to pay an additional amount not to exceed 3% of the total contract price. If the required benefit amount will increase the contract by more than 3% BB reserves the right to renegotiate this contract.
6. If at any time during the term of this contract the federal, state, or local government impose legislation that will increase employee labor costs, BB has the right to charge CITY additionally for these costs. BB will notify CITY if this should occur. This increase will be calculated by BB and payable by CITY in addition to the installments listed. Examples include but are not limited to minimum wage increases, employee benefit increases, and/or employee benefit tax increases.
7. BB will provide a manager who shall oversee supervising CITY personnel. The manager will

coordinate and discuss any problems or questions that arise between BB and CITY. Manager shall be available to meet with CITY or CITY liaison weekly. Branden Burns, OWNER, will be available by phone daily. Branden Burns, OWNER, shall make physical inspections of the pool and facility a minimum of four (4) times per month throughout the swim season to determine if the pool is being operated in a clean, safe, healthy, and sanitary manner.

#### KEYS

CITY shall supply sufficient complete sets of all necessary keys to the pool for BB's use. If a lockbox installed at the pool, it is the property of BB, and is to be used by BB employees only. CITY shall supply sufficient sets of all necessary keys if the locks are changed on the facility.

#### **MANDATORY SAFETY STANDARDS**

CITY agrees and acknowledge that it is CITY'S responsibility to operate the pool(s) within the established safety standards outlined by the State and County Health Departments. CITY must maintain records and be compliant in accordance with the State of Ohio Commercial Swimming Pool Code and the Virginia Graeme Baker Safety Act. Compliance relates to but is not limited to safety warning signs, depth markers, safety equipment, and electrical codes. Cost for work and equipment to bring pool(s) safety standard to an acceptable level is the responsibility of the CITY.

#### **INSURANCE**

BB will carry Liability insurance for BB personnel only. A copy of the Certificate of Insurance can be provided upon request. All BB employees will be covered by Workers' Compensation and Unemployment Insurance. CITY is to carry fire, tornado, and other necessary insurance.

#### **PHONE USAGE**

CITY shall be responsible for providing an operational telephone, which is accessible to BB lifeguards at pool site. This is mandatory for safety reasons and required by the State of Ohio code for swimming pools. This phone must be capable of calling 9-1-1. It must also receive incoming calls for notification to the staff of possible weather danger. If you are not presently using a pay phone, and during this contract, switch to a pay phone, additional charges will be incurred based on governmental surcharges.

BB will not be liable for any phone calls to any phone exchange requiring a surcharge for its use (i.e. 900, 976, long distance, or any dial around service). CITY must take responsibility for contacting the telephone company to block the availability of those non-essential services.

If CITY chooses to utilize a cellular phone, BB will not be responsible for charges to cell phone.

#### **MISCELLANEOUS**

- CITY agrees to allow BB to display City of Beachwood as client on BPM website.
- CITY agrees to communicate any comments, suggestions, or complaints concerning the pool, pool staff or management service directly to BB.

#### **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Ohio.

#### **ENTIRE AGREEMENT, MODIFICATION, BINDING EFFECT**

This agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings, or negotiations, written or oral. This Agreement may not be modified or amended

except in writing, signed by both parties hereto. This Agreement shall be binding upon and endure to the benefit of the CITY and BB and to their respective successors and assigns.

There are no representations, warranties or Agreements between the parties hereto concerning the transaction contemplated by this Agreement except as herein set forth.

**CITY'S RIGHT TO TERMINATE**

CITY may terminate this agreement for cause if BB fails to fulfill its material obligations and responsibilities under this Agreement on five (5) business days written notice to BB. BB, however, shall have five (5) business days from the date of the notice to cure default. Upon termination of this agreement, an accounting of costs incurred by BB to the date of the termination shall be mutually determined and any excess funds paid by CITY shall be immediately refunded. If CITY is found to owe payment at the time of termination that payment will become immediately due.

**CATASTROPIC EVENT OR POOL FAILURE**

In the event the pool is inoperable due to pool failure or act of God including but not limited to a pandemic the contract will pause. Any payments yet to be made will be paused and an accounting of all expenses incurred will be conducted by BPM. Hours paid for and not utilized due to the closing of the pool will be rebated after year-to-date expenses are paid and OWNER will not be responsible for the remainder of the seasons billing. CITY shall pay a one-time \$500 fee to help cover administrative costs incurred by BB during this process.

**INDEMNIFICATION**

The CITY agrees to defend, indemnify, and hold harmless BB, its employees, officials, and representatives from any claims, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the CITY. In turn, BB agrees to defend, indemnify, and hold harmless CITY, its employees, officials, and representatives from any claims, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of BB.

**Branden Burns:**

**City of Beachwood Representative:**

 01/02/2024  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Branden Burns 01/02/2024  
\_\_\_\_\_  
Print Name Date

\_\_\_\_\_  
Print Name Date

**BEACHWOOD PUBLIC WORKS DEPARTMENT  
INTER-OFFICE MEMORANDUM**

**TO:** Mayor Justin Berns

**FR:** Chris Arrietta, Public Works Director

**DT:** December 27, 2023

**RE:** Council Agenda Item: City Hall Roof Maintenance Program

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Mayor,

In order to increase the life span of the roofs at all of our city owned buildings, Public Works has established a five-year maintenance program that will begin in 2024. In the first year, a portion of the City Hall and Community Center roofs are scheduled to have an application of commercial coatings that will extend the life span of the roofs by twenty years.

We are currently in the process of putting together specifications and are seeking approval to go out for competitive bidding in January. With your permission, I would like to place this item on the next council agenda. Please let me know if you have any questions in regards to this program.

**Motion Adopted January 8, 2024**

**BEACHWOOD PUBLIC WORKS DEPARTMENT  
INTER-OFFICE MEMORANDUM**

**TO:** Mayor Justin Berns

**FR:** Chris Arrietta, Public Works Director

**DT:** December 27, 2023

**RE:** Council Agenda Item: Rectangular Rapid Flash Beacon Installation

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Mayor,

In order to improve pedestrian safety in front of the recreational area on Fairmount Boulevard, Public Works would like to install Rectangular Rapid Flash Beacon (RRFB) units at the crosswalks. These RRFB units are traffic control devices designed to increase driver awareness in areas of high pedestrian traffic where there are no traffic lights present.

The design for this project is complete and we are seeking permission to competitively bid this project in January of 2024. Our goal is to have this project completed prior to the opening of the Aquatic Facility and new Playground in June. With your permission, I would like to place this item on the next council agenda. Please let me know if you have any questions in regards to this project.

**Motion Adopted January 8, 2024**