

# CITY OF *Beachwood*

**Beachwood City Council Minutes  
Monday, February 5, 2024, 7:00 PM  
At Beachwood City Hall, Council Chambers,  
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

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

1. Roll Call

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

Absent – Mr. Mintz

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

2. Reports

a. Mayor

Mayor Berns discussed the passing of Darrel Young and asked to observe a moment of silence in Mr. Young's memory. He then discussed the signage project that is on tonight's agenda for advertisement for bidding.

b. Council Member (non-agenda items)

None.

c. Department Directors

Ms. Turick offered a Public Service Announcement regarding City of Beachwood Property Tax.

Mr. Schroeder discussed the upcoming February Freeze event and reminded everyone about the fireworks.

Mr. Roenigk introduced two recently hired inspectors, Sean Graham, and Scott Davis.

Ms. Bieterman discussed the upcoming CIC meeting.

Mr. Arrietta gave a quick update on sewer projects and the playground project.

3. Presentation of Firefighter of the Year  
Firefighter Dan Wochele
4. Fire Lieutenant Promotions  
**Oath of Office Administered by Mayor Justin Berns to:**  
Lt. Donald Balog  
Lt. Robert Searles
5. Entry-Level Firefighter/Paramedic  
**Oath of Office Administered by Mayor Justin Berns to:**  
Quentin Brown  
Zachary Tisdale
6. Citizen's Remarks **(City Council limits Citizen's Remarks to five (5) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**

**(Please see Video Recording for full remarks:**  
<https://beachwoodoh.new.swagit.com/videos/295385> )

Howard Klein  
Mr. Klein made remarks.

Kyle Fishman  
Mr. Fishman made remarks.

7. Approval of Minutes

**Regular Council Meeting held on January 22, 2024**

**Committee of the Whole Meeting held on January 22, 2024**

A discussion was held at this regarding how Citizen’s Remarks will be documented in future Minutes. A Motion was then made to amend the Minutes of the Regular Council Meeting held on January 22, 2024. The Minutes will now read “Mr. Synenberg then made additional remarks” under the Any other Matters before Council section.

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

**Voice Vote**

**On the Amendment:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

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

**Voice Vote**

**On the Approval of the Minutes:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**New Business**

**Ordinances**

**1. 2024-20**

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: 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

**2. 2024-21**

An Ordinance Amending Appropriations for Current Expenditures and Other Expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2024, January 1, 2024, to December 31, 2024, inclusive and Authorizing the Transfer of Funds from the General Fund (101) to the Revolving Loan Fund (102); and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

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

**Voice Vote**

**On the Adoption:**

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

**3. 2024-22**

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

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

**Voice Vote**

**Placed on First Reading and referred to the Planning and Zoning Commission:**

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

**4. 2024-23**

An Ordinance Accepting a Certain Bid from J.D. Striping Services, Inc., for the 2024 Street Striping Program; 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

**5. 2024-24**

An Ordinance authorizing the Mayor to purchase Pool Chemicals from Patterson Pools, LLC through the end of the 2024 season for the City of Beachwood, Ohio Family Aquatic Center; and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**6. 2024-25**

An Ordinance accepting a Quotation from M&G Pools, LLC for the Spring Preparation, Daily Maintenance, and Winterization of the Beachwood Family Aquatic Center for 2024; and declaring this to be an urgent measure

Moved by: D. Shoykhet, 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

**Resolutions**

**1. 2024-1**

An Ordinance authorizing the Mayor to enter into an Agreement with NOPEC, Inc., the Northeast Ohio Public Energy Council ("NOPEC") for an Energized Community Grant; 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

**Motions**

1. A Motion Authorizing the Clerk of Council to advertise for Bids for the Purchase of a Changeable Copy Sign per BCO 121.09 and ORC 7.16

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

**Voice Vote**

**On the Adoption:**

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

2. A Motion Authorizing the Clerk of Council to advertise for Bids for the 2024 Road Program per BCO 121.09 and ORC 7.16

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

**Voice Vote**

**On the Adoption:**

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

3. A Motion Authorizing the Clerk of Council to advertise for Bids for the purchase and acquisition of two (2) Rubbish Trucks per BCO 121.09 and ORC 7.16

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

**Voice Vote**

**On the Adoption:**

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

**Walk-on Item**

A Resolution Authorizing the Engagement of an Independent Attorney to Review Public Records and Anonymous Accusations of Criminality

Motion to Amend the Agenda and add this item.

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

**Voice Vote**

**On the Amendment of the Agenda:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

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

**Voice Vote**

**On the Suspension:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 0

No: 6

Abstain: 0

Not Voting: 0

MOTION NOT ADOPTED

**Any other matters coming before City Council**

None.

**Adjournment**

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

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

Adjourn to the next Regular City Council Meeting at 8:25 PM

Approved:

*Whitney M. Crook*  
\_\_\_\_\_  
Clerk

*Justin Board*  
\_\_\_\_\_  
Mayor

**Next Regular Council Meeting will be held on: Tuesday, February 20, 2024 at 7 PM in Council Chambers For all updates regarding Council Meetings, please visit: [www.BeachwoodOhio.com](http://www.BeachwoodOhio.com)**

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

\*\*\*\*\*  
**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.**

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

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

Section 1:

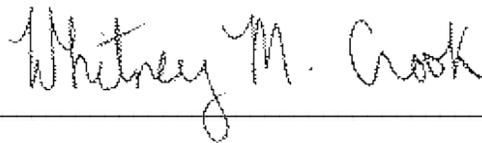
<b>For Supplies and Services</b>	<b>February 5, 2024</b>	<b>\$ 58,217.04</b>
GPD	Engineering Services	\$ 23,120.25
Squire Patton Boggs	Legal Services	\$ 4,243.75
PowerDMS Inc	Police Department Services	\$ 5,119.80
Cuyahoga Soil & Water	Public Works Services	\$ 3,000.00
West Creek Conservancy	Public Works Services	\$ 5,000.00
Otis Elevator Co	Public Works Services	\$ 17,733.24

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 5<sup>th</sup> day of February, 2024 and presented to the Mayor.



Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of February, 2024 and filed it with the Clerk.



Mayor

**Summary of Engineering Invoices**  
February 5, 2024 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2024	2023	2022
								ENCUMBRANCES		
2020119.02-25	10/13/2023	\$3,700.00	\$0.00	\$3,700.00	Capital				X	
2023119.10-2	12/31/2023	\$12,210.50	\$0.00	\$12,210.50	Capital				X	
2021119.07-33	12/31/2023	\$561.00	\$0.00	\$561.00	Capital				X	
2023119.02-10	12/31/2023	\$2,362.00	\$0.00	\$2,362.00	Capital				X	
2023119.08-8	12/31/2023	\$42.00	\$0.00	\$42.00	General				X	
2023119.01-12	12/31/2023	\$3,304.50	\$0.00	\$3,304.50	General				X	
2023120.04-2	12/31/2023	\$567.25	\$0.00	\$567.25	General		X			
2023120.03-2	12/31/2023	\$166.50	\$0.00	\$166.50	General		X			
2023120.05-2	12/31/2023	\$206.50	\$0.00	\$206.50	General		X			
	12/31/2023		\$0.00	\$0.00						
	12/31/2023		\$0.00	\$0.00						
	12/31/2023		\$0.00	\$0.00						
	12/31/2023		\$0.00	\$0.00						
		<b>Total To Pay</b>		<b>\$23,120.25</b>						
		<b>Total Capital Fund</b>		<b>\$18,833.50</b>						
		<b>Total General Fund</b>		<b>\$4,286.75</b>						
		<b>Total Deposits</b>		<b>\$0.00</b>						
		<b>Total Street Const. Mant.</b>		<b>\$0.00</b>						
		<b>Less: Billable Charges</b>		<b>\$0.00</b>						
		<b>Net Paid by City:</b>		<b>\$23,120.25</b>						

RECEIVED

JAN 22 2024

FINANCE DEPT



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

Invoice

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

October 13, 2023  
Invoice No: 2020119.02 - 25

Invoice **\$3,700.00**  
Total

Project 2020119.02 Beachwood-Chagrin Culvert Rehabilitation  
Service Dept.  
P.O.#2023-01821  
Max Not to Exceed \$109,284.00  
**Professional Services from August 26, 2023 to September 29, 2023**

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

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager Washko, Thomas	2.50	120.00	300.00	
Totals	2.50		300.00	
<b>Total Labor</b>				<b>300.00</b>
				<b>Total this Task \$300.00</b>

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

Reimbursable Expenses

Other Reimbursable Exp.		Prof. Services		
9/22/2023 KMJM (Betty Dukes)		3,400.00		
<b>Total Reimbursables</b>		<b>3,400.00</b>		<b>3,400.00</b>
				<b>Total this Task \$3,400.00</b>

Billing Limits

	Current	Prior	To-Date
Total Billings	3,700.00	78,122.50	81,822.50
Limit			109,284.00
Remaining			27,461.50

Total this Invoice **\$3,700.00**

SVC  
FOR PAYMENT  
E.V. [Signature]  
DATE: 1-22-24  
P/O: 2023-01821

Net 30 days.

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

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
24	9/8/2023	5,049.00
<b>Total</b>		<b>5,049.00</b>

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

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

\$81,822.50



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

**Invoice**

RECEIVED

JAN 22 2024

FINANCE DEPT

December 31, 2023  
 Invoice No: 2021119.07 - 33

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

<b>Invoice Total</b>	<b>\$561.00</b>
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Project 2021119.07 Beachwood - Green/Bryden Culvert Design  
 P.O. #2021-01157 \$143,296.00  
**Professional Services from November 25, 2023 to December 31, 2023**

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

	Hours	Rate	Amount	
Project Principal Ciuni, Joseph	3.00	145.00	435.00	
Construction Coordinator Libert, Alicia	1.50	84.00	126.00	
<b>Totals</b>	<b>4.50</b>		<b>561.00</b>	
<b>Total Labor</b>				<b>561.00</b>
		<b>Total this Task</b>		<b>\$561.00</b>
		<b>Total this Invoice</b>		<b>\$561.00</b>

**Outstanding Invoices**

Number	Date	Balance
32	12/8/2023	1,027.00
<b>Total</b>		<b>1,027.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	561.00	158,797.75	159,358.75
Expense	0.00	307.51	307.51
Unit	0.00	575.00	575.00
<b>Totals</b>	<b>561.00</b>	<b>159,680.26</b>	<b>160,241.26</b>

APPROVED FOR PAYMENT  
 BY: [Signature]  
 DATE: 1-18-24  
 P/O: 2022-02402

**GPD Associates Invoices**  
**BILLING SUMMARY INPUT WORKSHEET**

					TOTAL
INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	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
12/31/23	2021119.07-33	2021119.07	12/31/23	SERVICE	\$561.00
					\$160,241.26



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

RECEIVED  
 JAN 22 2024

Invoice

FINANCE DEPT

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

December 31, 2023  
 Invoice No: 2023119.01 - 12

Invoice Total **\$3,304.50**

Project 2023119.01 Beachwood - General Engineering  
**Professional Services from November 25, 2023 to December 31, 2023**

Task 100 General Meeting Attendance  
**Professional Personnel**

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	2.00	145.00	290.00	
Bryden Road and Pickle Ball				
Ciuni, Joseph	1.00	145.00	145.00	
Fairwood Glen Internal				
Totals	3.00		435.00	
<b>Total Labor</b>				<b>435.00</b>
		<b>Total this Task</b>		<b>\$435.00</b>

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

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	2.00	145.00	290.00
2024 Estimates for Roads and Parking Lots			
Ciuni, Joseph	1.00	145.00	145.00
Bryden Road Estimates			
Ciuni, Joseph	1.00	145.00	145.00
Meeting to discuss Bryden			
Sr. Project Manager			
Fini, Nicholas	2.00	120.00	240.00
2024 Preventative Maintenance App.			
Sr. Engineer			
DiCesare, David	1.00	111.00	111.00
Pickleball Court and City Hall Sewer Inspection Prep			
DiCesare, David	8.00	111.00	888.00
Pole Camera Inspections			

Bldg  
 APPROVED FOR PAYMENT

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

1-12-24  
 P/O: 2023-00015

Project	2023119.01	Beachwood - General Engineering		Invoice	12
Design Engineer					
Getz, Collin		5.00	103.00	515.00	
Saunders, Andrew		1.00	103.00	103.00	
Private Properties Total C/L Miles					
Sr. Designer					
Woycitzky, Robert		5.00	86.50	432.50	
County Reimbursement Application					
Totals		26.00		2,869.50	
<b>Total Labor</b>					<b>2,869.50</b>
				<b>Total this Task</b>	<b>\$2,869.50</b>
				<b>Total this Invoice</b>	<b><u>\$3,304.50</u></b>

**Outstanding Invoices**

Number	Date	Balance
11	12/8/2023	1,156.50
<b>Total</b>		<b>1,156.50</b>

**Billings to Date**

	Current	Prior	Total
Labor	3,304.50	17,259.00	20,563.50
Add-on	0.00	-955.00	-955.00
<b>Totals</b>	<b>3,304.50</b>	<b>16,304.00</b>	<b>19,608.50</b> ✓

# 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	2023119.01-11	2023119.01	11/24/23	BUILDING	\$1,156.50
12/31/23	2023119.01-12	2023119.01	12/31/23	BUILDING	\$3,304.50

\$19,608.50



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

RECEIVED  
 JAN 22 2024

Invoice

FINANCE DEPT

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

December 31, 2023  
 Invoice No: 2023119.02 - 10

**Invoice \$2,362.00**  
**Total**

Project 2023119.02 Beachwood - Cedar Rd Culvert - George Zeiger/Acaci  
**Professional Services from November 25, 2023 to December 31, 2023**

Task 200 Construction Admin./Inspection

**Professional Personnel**

	Hours	Rate	Amount
Project Principal Ciuni, Joseph	7.00	145.00	1,015.00
Sr. Project Manager Washko, Thomas	3.50	120.00	420.00
Sr. Engineer Stonitsch, Erik	2.50	111.00	277.50
Inspector Cortes, Hector	1.00	61.50	61.50
Construction Coordinator Libert, Alicia	7.00	84.00	588.00
<b>Totals</b>	<b>21.00</b>		<b>2,362.00</b>
<b>Total Labor</b>			<b>2,362.00</b>
		<b>Total this Task</b>	<b>\$2,362.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	2,362.00	24,702.75	27,064.75
Limit			62,500.00
Remaining			35,435.25

**Total this Invoice \$2,362.00** ✓

**Outstanding Invoices**

Number	Date	Balance
9	12/8/2023	1,222.00
<b>Total</b>		<b>1,222.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	2,362.00	24,452.75	26,814.75

*SVC*  
 APPROVED FOR PAYMENT  
 BY: [Signature]  
 DATE: 1-18-24  
 P/O: 2023-02219

Project	2023119.02	Beachwood-Cedar Rd Culvert-Zeiger/Acaci			Invoice	10
Unit		0.00	250.00	250.00		
<b>Totals</b>		<b>2,362.00</b>	<b>24,702.75</b>	<b>27,064.75</b>		

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

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

\$27,064.75



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

RECEIVED  
 JAN 22 2024

**Invoice**

FINANCE DEPT

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

December 31, 2023  
 Invoice No: 2023119.08 - 8

<b>Invoice Total</b>	<b>\$42.00</b>
----------------------	----------------

Project 2023119.08 Beachwood - Concrete Road Program  
 Service Dept.  
**Professional Services from November 25, 2023 to December 31, 2023**

Task 100 Design  
**Professional Personnel**

	Hours	Rate	Amount
Construction Coordinator			
Libert, Alicia	.50	84.00	42.00
Totals	.50		42.00
<b>Total Labor</b>			<b>42.00</b>
<b>Total this Task</b>			<b>\$42.00</b>
<b>Total this Invoice</b>			<b>\$42.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	42.00	23,258.50	23,300.50
<b>Totals</b>	<b>42.00</b>	<b>23,258.50</b>	<b>23,300.50</b>

SVC  
 APPROVED FOR PAYMENT  
 BY: [Signature]  
 DATE: 1-18-24  
 P/O: 2023-00114

# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/14/23	2023119.08-1	2023119.08	03/31/23	SERVICE	\$2,046.00
05/12/23	2023119.08-2	2023119.08	04/28/23	SERVICE	\$2,245.00
07/14/23	2023119.08-3	2023119.08	06/30/23	SERVICE	\$1,676.00
08/11/23	2023119.08-4	2023119.08	07/28/23	SERVICE	\$3,403.00
09/08/23	2023119.08-5	2023119.08	08/25/23	SERVICE	\$6,354.00
10/13/23	2023119.08-6	2023119.08	09/29/23	SERVICE	\$7,275.00
11/10/23	2023119.08-7	2023119.08	10/27/23	SERVICE	\$259.50
12/31/23	2023119.08-8	2023119.08	12/31/23	SERVICE	\$42.00

\$23,300.50



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

RECEIVED

JAN 22 2024

Invoice

FINANCE DEPT

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

December 31, 2023  
 Invoice No: 2023119.10 - 2

**Invoice Total \$12,210.50**

Project 2023119.10 Beachwood- Playground Construction Phase  
 P.O. #2023-02674 Max not to Exceed \$75,000.00  
Professional Services from November 25, 2023 to December 31, 2023

Task 100 Construction Admin.  
**Professional Personnel**

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	6.00	145.00	870.00
Sr. Project Manager			
Fini, Nicholas	1.50	120.00	180.00
Valentic, Ivan	14.00	120.00	1,680.00
Sr. Engineer			
Stonitsch, Erik	1.00	111.00	111.00
Design Engineer			
Saunders, Andrew	29.00	103.00	2,987.00
Inspector			
Cortes, Hector	.50	61.50	30.75
Cortes, Hector	.50	61.50	30.75
Plan Review			
Construction Coordinator			
Libert, Alicia	10.50	84.00	882.00
Sr. Landscape Architect			
Caldwell, Jarlath	37.00	111.00	4,107.00
Short, Angela	12.00	111.00	1,332.00
Totals	112.00		12,210.50
<b>Total Labor</b>			<b>12,210.50</b>

**Total this Task \$12,210.50**

**Total this Invoice \$12,210.50**

**Outstanding Invoices**

Number	Date	Balance
1	12/8/2023	1,994.00
<b>Total</b>		<b>1,994.00</b>

APPROVED FOR PAYMENT  
 BY: [Signature]  
 DATE: 1-13-24  
 P/O: 2023-02674

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>	
Labor	12,210.50	1,994.00	14,204.50	
<b>Totals</b>	<b>12,210.50</b>	<b>1,994.00</b>	<b>14,204.50</b>	

# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

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

\$14,204.50



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

RECEIVED Invoice

JAN 22 2024

FINANCE DEPT

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

December 31, 2023  
 Invoice No: 2023120.03 - 2

**Invoice Total \$166.50**

Project 2023120.03 Beachwood - Skoda Dental  
**Professional Services from November 25, 2023 to December 31, 2023**

Task 100 Plan Review  
**Professional Personnel**

	Hours	Rate	Amount
Sr. Engineer			
Gorman, Jacqueline	1.50	111.00	166.50
Totals	1.50		166.50
<b>Total Labor</b>			<b>166.50</b>
		<b>Total this Task</b>	<b>\$166.50</b>

Billing Limits	Current	Prior	To-Date
Total Billings	166.50	533.50	700.00
Limit			4,000.00
Remaining			3,300.00
<b>Total this Invoice</b>			<b>\$166.50</b>

**Outstanding Invoices**

Number	Date	Balance
1	12/8/2023	533.50
<b>Total</b>		<b>533.50</b>

**Billings to Date**

	Current	Prior	Total
Labor	166.50	533.50	700.00
<b>Totals</b>	<b>166.50</b>	<b>533.50</b>	<b>700.00</b>

Bldg  
 APPROVED FOR PAYMENT  
 BY: \_\_\_\_\_  
 DATE: 1-22-24  
 P/O: 2023-00015

# 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
12/31/23	2023120.03-2	2023120.03	12/31/23	BUILDING	\$166.50

\$700.00



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

RECEIVED  
 JAN 22 2024

Invoice

FINANCE DEPT

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

December 31, 2023  
 Invoice No: 2023120.04 - 2

**Invoice Total \$567.25**

Project 2023120.04 Beachwood - True North Improvements  
Professional Services from November 25, 2023 to December 31, 2023

Task 101 Inspection  
**Professional Personnel**

	Hours	Rate	Amount
Project Principal Ciuni, Joseph	1.00	145.00	145.00
Inspector Cortes, Hector	4.50	61.50	276.75
Osterndorff, Andrew True North - 1 Hour	1.00	61.50	61.50
Construction Coordinator Libert, Alicia	1.00	84.00	84.00
<b>Totals</b>	<b>7.50</b>		<b>567.25</b>
<b>Total Labor</b>			<b>567.25</b>

**Total this Task \$567.25**  
**Total this Invoice \$567.25**

**Outstanding Invoices**

Number	Date	Balance
1	12/8/2023	721.00
<b>Total</b>		<b>721.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	567.25	721.00	1,288.25
<b>Totals</b>	<b>567.25</b>	<b>721.00</b>	<b>1,288.25</b>

Bldg  
 APPROVED FOR PAYMENT  
 BY: \_\_\_\_\_  
 DATE: 1-12-24  
 P/O: 2023-00015

# 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
12/31/23	2023120.04-2	2023120.04	12/31/23	BUILDING	\$567.25

\$1,288.25



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

Invoice

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JAN 22 2024

FINANCE DEPT

December 31, 2023

Invoice No: 2023120.05 - 2

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

**Invoice Total \$206.50**

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

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

Task 100 Plan Review and inspection  
**Professional Personnel**

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	1.00	145.00	145.00	
Inspector				
Osterndorff, Andrew	1.00	61.50	61.50	
Totals	2.00		206.50	
<b>Total Labor</b>				<b>206.50</b>
				<b>Total this Task \$206.50</b>

Billing Limits	Current	Prior	To-Date
Total Billings	206.50	847.00	1,053.50 ✓
Limit			2,500.00
Remaining			1,446.50
<b>Total this Invoice</b>			<b>\$206.50</b> ✓

Outstanding Invoices	Number	Date	Balance
	1	12/8/2023	847.00
<b>Total</b>			<b>847.00</b>

*Bldg*  
 APPROVED FOR PAYMENT  
 BY: \_\_\_\_\_  
 DATE: 1-12-24  
 P/O: 2023-00015

**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
12/31/23	2023120.05-2	2023120.05	12/31/23	BUILDING	\$206.50

\$1,053.50



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: 10503052  
Invoice Date: 01/17/24  
Matter Number: 011736.00148

RECEIVED

JAN 22 2024

Economic Development Matters

FINANCE DEPT

INVOICE SUMMARY

Fees:	\$ 4,243.75
Disbursements:	\$ 0.00
<b>Amount Due for this Invoice:</b>	<b>\$ 4,243.75</b>
Previous Invoices Outstanding as of the Date of this Invoice:	\$ 7,005.00
<b>TOTAL (INCLUDING OUTSTANDING INVOICES):</b>	<b>\$ 11,248.75</b>

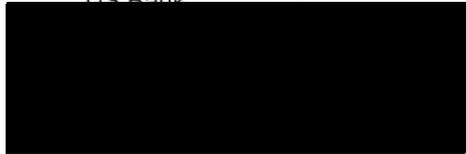
PAYMENT INSTRUCTIONS

**Remit Check Payments to:**

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

**Remit Wire Payments to:**

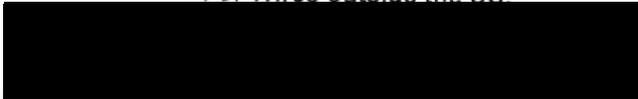
Squire Patton Boggs (US) LLP  
US Bank



**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@sqirepb.com

**For Wires outside the US:**



Please Include Reference Number 10503052/011736.00148 with all Payments



*ASH 1/22/24*



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: 10503052  
 Invoice Date: 01/17/24  
 Matter Number: 011736.00148

**REMITTANCE COPY**

**Economic Development Matters**

**INVOICE SUMMARY**

Fees:	\$ 4,243.75
Disbursements:	\$ 0.00
<b>Amount Due for this Invoice:</b>	<b>\$ 4,243.75</b>
Previous Invoices Outstanding as of the Date of this Invoice:	\$ 7,005.00
<b>TOTAL (INCLUDING OUTSTANDING INVOICES):</b>	<b>\$ 11,248.75</b>

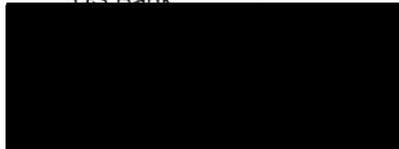
**PAYMENT INSTRUCTIONS**

**Remit Check Payments to:**

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

**Remit Wire Payments to:**

Squire Patton Boggs (US) LLP  
 US Bank



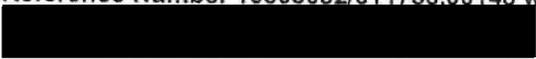
For Wires outside the US:  
 US Bank, USA



**Direct Billing Inquiries to:**

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

Please Include Reference Number 10503052/011736.00148 with all Payments



**SQUIRE PATTON BOGGS (US) LLP**

011736.00148

01/17/24

Economic Development Matters

Page 5

Invoice Number: 10503052

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**MATTER TOTAL**

---

<b>TOTAL SERVICES:</b>	<b>\$ 4,243.75</b>
<b>TOTAL DISBURSEMENTS:</b>	<b>\$ 0.00</b>
<b>TOTAL AMOUNT DUE FOR THIS MATTER:</b>	<b>\$ 4,243.75</b>



# PowerDMS

Digital Management Software  
A NEOGOV Company

RECEIVED  
JAN 12 2024  
FINANCE DEPT

## INVOICE

2120 Park Pl, Suite 100  
El Segundo, CA 90245

P: 1.800.749.5104  
F: 407.210.0113  
Receivables@powerdms.com  
EIN: 59-3668885

Invoice No.: INV-46247  
Invoice Date: 12-16-2023

Due Date: 02-14-2024  
Payment Terms: Net 60  
Purchase Order No.  
Customer No. A-892

Billing Information
John Resek Beachwood Police Department (OH) 2700 Richmond Road Beachwood, OH 44122 United States

Shipping Information
Beachwood Police Department (OH)  2700 Richmond Road Beachwood, OH 44122 United States

Product	Start Date	End Date	Quantity	Total Price
PowerLine Subscription	02-14-2024	02-13-2025	1	\$5,119.80

*Approved*  
*[Signature]* 1/16/24  
Finance Director

SUBTOTAL	\$5,119.80
Sales Tax	\$0.00
TOTAL	\$5,119.80
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$5,119.80</b>

Questions or concerns regarding this invoice? Please contact [receivables@powerdms.com](mailto:receivables@powerdms.com) or call (800) 749-5104.

Need a W-9? Click here on the electronic version of this invoice: [PowerDMS W-9 PDF](#)

Please remit checks to:	Please remit electronic payments to:
PowerDMS, Inc. PO Box 749609 Atlanta, GA 30374-9609	PNC Bank 

**APPROVED FOR PAYMENT**

BY: D.C. RESEK  
DATE: 01-11-2024  
P/O: 2024-00256

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

*[Signature]*

*h*  
*mk*



RECEIVED

JAN 22 2024

3311 Perkins Avenue, Suite 100  
 Cleveland, Ohio 44114  
 216.524.6580  
 cuyhaogaswd.org

FINANCE DEPT

<b>Bill To</b>
Attn: Chris Vild City of Beachwood Service Dept 23355 Mercantile Rd. Suite 1 Beachwood, OH 44122

# Invoice

Date	Invoice #
11/1/2023	2721

P.O. No.	Terms
	Due Upon Receipt

Item	Description	Rate	Quantity	Amount Due
MOU	( 2024 Annual Appropriation ) for the Implementation of the Euclid Creek Watershed Program through the Memorandum of Understanding between the City and Cuyahoga Soil & Water Conservation District and the Euclid Creek Council	3,000.00	1	3,000.00

Thank you for supporting and your involvement in the Euclid Creek Watershed Program.	<b>Total</b>	\$3,000.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$3,000.00

West Creek Conservancy

7381 Camelot Dr.  
Parma, OH 44134

# Invoice

Date	Invoice #
1/11/2024	940

RECEIVED  
JAN 22 2024  
FINANCE DEPT

Bill To
City of Beachwood 23355 Mercantile Road Beachwood, OH 4412

P.O. No.	Terms	Project
	Net 30	WCC-Undesignated

Quantity	Description	Rate	Amount
	City of Beachwood - 2024 West Creek Conservancy Membership	5,000.00	5,000.00
<b>Total</b>			<b>\$5,000.00</b>



**CUSTOMER NO.:** 296486  
**DATE:** 12/11/2023  
**INVOICE NO.:** 100401393169

**CITY OF BEACHWOOD**  
**DUE DATE:** 1/1/2024

RECEIVED

DEC 26 2023

FINANCE DEPT

**ACCOUNT SUMMARY**

**BUILDING ADDRESS**  
BEACHWOOD MUNICIPAL CENTE 25325 FAIRMOUNT BLVD BEACHWOOD OH 44122-2253  
**CONTRACT:** 37882 | CVC07157

*✓ w/ Roder*

Maintenance Service from 1/1/2024 to 12/31/2024 **\$17,733.24**

APPROVED FOR PAYMENT

BY: *OKAY M. RYAN*

DATE: *1-12-24*

P/O: *2024-00151*

**NET SERVICE CONTRACT AMOUNT** *Approved* **\$17,733.24**  
Sales Tax **\$0.00**

*1/16/24*  
Finance Director

**TOTAL SERVICE CONTRACT AMOUNT DUE** **\$17,733.24**

**IMPORTANT MESSAGES**

To automate your payment, opt in to paperless billing, or to change your billing address, please visit <https://otis.payinvoicedirect.com> or scan the QR code below.



**QUESTIONS?**

**AR Rep's Email:**  
[Patricia.Carlman@otis.com](mailto:Patricia.Carlman@otis.com)

**AR Rep's Phone#:**  
**OTISLINE®: 1-800-233-6847**

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

WE CERTIFY THAT GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF.  
PAYMENTS NOT RECEIVED BY THE DUE DATE OF THE INVOICE SHALL INCUR AN INTEREST CHARGE OF THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH (18% PER ANNUM) OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS.

DETACH DOCUMENT ALONG PERFORATION. ENCLOSE AND RETURN THIS COUPON WITH YOUR PAYMENT.



11760 US Hwy 1 Suite W600 Palm Beach Gardens FL 33408

AB 01 001355 08086 H 6 A



CITY OF BEACHWOOD  
25325 FAIRMOUNT BLVD  
BEACHWOOD OH 441222253

**CUSTOMER NO.:** 296486  
**DUE DATE:** 1/1/2024  
**INVOICE NO.:** 100401393169  
**TOTAL SERVICE CONTRACT AMOUNT:** \$ 17,733.24

**MAKE CHECK PAYABLE TO:**

Otis Elevator Company  
PO Box 73579  
Chicago IL 60673-3579



100401393169 0001773324 8

001355 1/2



100

6

AN ORDINANCE AMENDING APPROPRIATIONS FOR CURRENT EXPENDITURES AND OTHER EXPENSES OF THE CITY OF BEACHWOOD, STATE OF OHIO, FOR THE FISCAL YEAR 2024, JANUARY 1, 2024 TO DECEMBER 31, 2024, INCLUSIVE AND AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND (101) TO THE REVOLVING LOAN FUND (102); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council approved Ordinance No. 2023-123 on December 5, 2023, authorizing appropriations for current expenditures and other expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2024, January 1, 2024 to December 31, 2024, inclusive; and

WHEREAS, at this time it is necessary to amend certain appropriations to provide for current expenditures and other expenses of the City of Beachwood for the fiscal year ending December 31, 2024.

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

Section 1: Based upon the recommendation of the Finance Director, the City's appropriations, as authorized in Ordinance Number 2023-123, are hereby amended to reflect the increases and/or decreases set out in the attached appropriations, a copy of which is attached hereto and incorporated herein as Exhibit "A". Council also authorizes the Finance Director to Transfer Funds from the General Fund (101) to the Revolving Loan Fund (102) as further outlined in the Memorandum to the Mayor dated January 24, 2024, a copy of which is attached hereto.

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 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 that it is necessary to amend the appropriation of sums and transfer funds to provide for the current expenses and other expenditures of the said City of Beachwood for the fiscal year ending December 31, 2024; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2024-21

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 5<sup>th</sup> day of February, 2024 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the day of 6<sup>th</sup> day of February, 2024.

*Whitney M. Crook*

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of February, 2024 and filed it with the Clerk.

*Justin Davend*  
\_\_\_\_\_  
Mayor

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

---

**TO:** Mayor Justin Berns  
**FROM:** Larry Heiser, Finance Director *ZAH*  
**DATE:** January 19, 2024  
**SUBJECT:** 2024 Budget Amendment

I am requesting a budget amendment for 2024 since Eaton Corporation for the first time has decided to utilize the State of Ohio Portal for filing the corporate net profit tax. We were informed in late December that the Eaton net profit filing was done through the State, and we were working with RITA to still process the refund as a credit as we have done in the past.

I am looking to increase the Finance Department Budget by \$912,900 to account for the payment. With your approval I would like to have this on the February 4<sup>th</sup> Council agenda.

As background: Ordinance 2009-28 authorized a Job Creation Tax Credit as a refundable credit against withholding taxes paid by Eaton. The total credit is ten million dollars over 15 years. The first credit was issued in 2013 and with the 2024 payment the balance left on this obligation is \$973,019.97.

In the past RITA has worked with the City of Beachwood to net this credit against income tax withholdings. However, the State of Ohio does not have a process and the Ohio Department of Taxation will be looking for the City of Beachwood to submit reimbursement for the refund payment which Eaton has applied for.

Additionally, the estimated property taxes for the Police Pension fund as sent to me by the County is \$443,614 and therefore the expenditure budget for the Police Pension fund needs to be reduced to reflect the lower expected revenue by \$227,000.

Please call or email if you have any questions.

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

---

**TO:** Mayor Justin Berns  
**FROM:** Larry Heiser, Finance Director *LAH*  
**DATE:** January 19, 2024  
**SUBJECT:** 2024 Budget Amendment/ Revolving Loan Fund

The City of Beachwood did receive approval for the Revolving Loan Fund from the Auditor of State Office (AOS). AOS did opine that the fund could not be a special revenue fund due to the source of income. On a GAAP (Generally Accepted Accounting Principles) basis the new fund will “roll up” into the General Fund. This indicates that the revenue and expenditures in the Revolving Loan Fund are the same as if the activity was within the General Fund. As part of the first budget amendment the Revolving Loan Fund will be numbered Fund 102 and the transfer of \$500,000 to the Revolving Loan Fund per the budget Ordinance 2023-123 will be executed.

Please call or email if you have any questions.

City of Beachwood  
2024 Appropriations Exhibit A

General Fund	Department	Wages & Benefits	Other	Total
	101 Council	\$ 262,400	\$ 78,000	\$ 340,400
	121 Mayor	\$ 514,300	\$ 252,900	\$ 767,200
	122 Economic Development	\$ 178,200	\$ 431,000	\$ 609,200
	123 Human Resources	\$ 162,700	\$ 59,700	\$ 222,400
	131 Finance Department	\$ 1,559,500	\$ 13,334,200	\$ 14,893,700
	141 Law Department	\$ 490,530	\$ 396,400	\$ 886,930
	221 Police	\$ 12,530,900	\$ 1,302,300	\$ 13,833,200
	231 Fire	\$ 10,178,300	\$ 603,400	\$ 10,781,700
	341 Service Administration	\$ 7,167,300	\$ 5,227,700	\$ 12,395,000
	511 Community Services	\$ 1,317,700	\$ 728,900	\$ 2,046,600
	512 Camps	\$ 446,500	\$ 177,000	\$ 623,500
	531 Pools and Parks	\$ 393,000	\$ 546,600	\$ 939,600
	611 Building	\$ 1,204,800	\$ 300,800	\$ 1,505,600
	<b>General Fund</b>			<b>\$ 59,845,030</b>
<b>Revolving Loan Fund</b>			<b>\$ 500,000</b>	<b>\$ 500,000</b>
	<b>Total General Fund</b>			<b>\$ 60,345,030</b>
<b>Special Revenue Fund</b>	<b>Fund #</b>			
	211 Street Construction Maint. & Repair	\$ -	\$ 350,000	\$ 350,000
	212 State Highway	\$ -	\$ 150,000	\$ 150,000
	231 Mayor's Court Improvement	\$ -	\$ 50,000	\$ 50,000
	241 Federal Equitable Sharing	\$ -	\$ 120,000	\$ 120,000
	243 Drug Law Enforcement	\$ -	\$ 230,000	\$ 230,000
	251 Barkwood	\$ -	\$ 3,400	\$ 3,400
	261 Blossom Lane Street Lights	\$ -	\$ 2,400	\$ 2,400
	262 George Zieger Drive Street Lights	\$ -	\$ 30,000	\$ 30,000
	271 One Ohio Opioid	\$ -	\$ 16,500	\$ 16,500
	281 American Rescue Plan Fund	\$ 280,000	\$ -	\$ 280,000
	282 NOPEC Grant Fund	\$ -	\$ 30,000	\$ 30,000
	283 ESID Fund	\$ -	\$ 125,000	\$ 125,000
	291 Eaton TIF Fund	\$ -	\$ 4,350,000	\$ 4,350,000
	292 Omnova TIF Fund	\$ -	\$ 280,000	\$ 280,000
	<b>Total Special Revenue Fund</b>			<b>\$ 6,017,300</b>
<b>Debt Service Fund</b>	<b>Fund #</b>			
	331 General Bond Retirement	\$ -	\$ 918,000	\$ 918,000
	<b>Total Debt Service Fund</b>			<b>\$ 918,000</b>
<b>Capital Improvement Fund</b>	<b>Fund #</b>			
	441 Capital Improvement	\$ -	\$ 10,000,000	\$ 10,000,000
	<b>Total Capital Improvement</b>			<b>\$ 10,000,000</b>
<b>Internal Service Fund</b>	<b>Fund #</b>			
	501 Workers' Compensation Self Insurance	\$ -	\$ 160,000	\$ 160,000
	<b>Total Internal Service Fund</b>			<b>\$ 160,000</b>
<b>Trust and Agency Funds</b>	<b>Fund #</b>			
	782 Commercial Permit Tax	\$ -	\$ 50,000	\$ 50,000
	783 Deposit Fund	\$ -	\$ 120,000	\$ 120,000
	784 Police Pension Fund	\$ -	\$ 493,000	\$ 493,000
	785 Zone Income Taxes	\$ -	\$ 10,000,000	\$ 10,000,000
	786 Unclaimed Monies	\$ -	\$ 10,000	\$ 10,000
	<b>Total Trust and Agency Funds</b>			<b>\$ 10,673,000</b>
	<b>TOTAL 2024 APPROPRIATIONS</b>			<b>\$ 88,113,330</b>

Includes 9.5 million in transfer to Capital Projects fund and 500 K to new revolving loan fund

Prepared LAH 11 9 23  
1st amendment increase Finance Budget by \$912,900 decrease Police Pension Fund by \$227,000  
LAH 01 19 24

AN ORDINANCE ACCEPTING A CERTAIN BID FROM J. D. STRIPING SERVICES, INC., FOR THE 2024 STREET STRIPING PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, two (2) bids were received by the Clerk on January 25, 2024, for the 2024 Street Striping Program, pursuant to advertising for competitive bidding as required by law; and

WHEREAS, the bid of J. D. Striping Services, Inc., in an amount not to exceed One Hundred Twenty-Two Thousand Five Hundred Dollars and No/Cents (\$122,500.00), which includes a contingency of Fifteen Thousand Dollars and No/Cents (\$15,000.00), was the lowest and best bid received and is comparable to previous years pricing; and

WHEREAS, the Public Works Director has recommended that Council accept the bid of J. D. Striping Services, Inc.

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

Section 1: Based upon the recommendation of the Public Works Director, the bid of J. D. Striping Services, Inc., is found to be the lowest and best bid received for 2024 Street Striping Program, in an amount not to exceed One Hundred Twenty-Two Thousand Five Hundred Dollars and No/Cents (\$122,500.00), which includes a contingency of Fifteen Thousand Dollars and No/Cents (\$15,000.00).

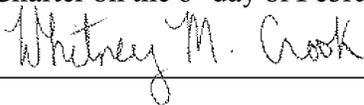
Section 2: The Mayor is authorized to enter into a contract on behalf of the City of Beachwood, Ohio with said Company.

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

Section 4: This Ordinance is 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 that the work may begin as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 5<sup>th</sup> day of February, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of February, 2024.

  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of February, 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:** January 29, 2024

**RE:** Council Agenda Item: 2024 Street Striping Program

---

Mayor,

Bids were received on January 25, for the 2024 Street Striping Program and J.D. Striping was the lowest and best bidder with a total of \$122,500.00. J.D. Striping has successfully performed our street striping programs in the past and we are recommending moving forward and accepting this bid.

Please let me know if you have any questions in regards to this item. With your approval, I would like to place this item on the next council agenda.

**CITY OF BEACHWOOD  
PAINT STRIPING & PAVEMENT MARKINGS OF VARIOUS STREETS &  
ROADS**

**BID SHEET #1**

<u>JD Striping Services Inc.</u> NAME OF COMPANY SUBMITTING BID	<u>James Wimmel</u> SALES PERSON
---	-------------------------------------

<u>438 Beecher ave</u> ADDRESS <u>Ravenna OH 44129</u>	<u>330-896-7151</u> PHONE NUMBER
---	-------------------------------------

CONTINGENCY ALLOWANCE	\$15,000.00
TOTAL SPRING LUMP SUM	\$ <u>107,500.00</u>
TOTAL AMOUNT INCLUDING CONTINGENCY	\$ <u>122,500.00</u>

List below any and all exceptions to the specifications.

**PAINT STRIPING & PAVEMENT MARKINGS OF VARIOUS STREETS  
AND ROADS**

**BID SHEET # 2**

**B. MARKINGS:**

1. STOP LINE 24"	<u>3.50</u>	LINEAR FT.
2. CROSS WALK 12'	<u>2.25</u>	LINEAR FT.
3. "ONLY" 96"	<u>105.00</u>	LINEAR FT.
4. RIGHT OR LEFT TURN ARROW FEDERAL SPEC.	<u>105.00</u>	EACH
5. STRAIGHT ARROW FEDERAL SPEC.	<u>100.00</u>	EACH
6. COMBINED ARROW FEDERAL SPEC.	<u>105.00</u>	EACH
7. WHITE & YELLOW BROAD TRANSVERSE LINES 24" WIDE	<u>3.50</u>	LINEAR FT.
8. ISLAND MARKINGS	<u>3.50</u>	LINEAR FT.
9. BULLNOSE	<u>250.00</u>	EACH
10. SCHOOL ZONE MARKINGS	<u>400.00</u>	EACH

**BID GUARANTY AND  
CONTRACT BOND**

(SECTION 153.571 Ohio Revised Code)

KNOW ALL BY THESE PRESENTS, that we, the undersigned J.D. Striping & Services, Inc.  
438 Beecher St., P.O. Box 216, Ravenna, OH 44266  
(Name and Address)

as Principal and Employers Mutual Casualty Company  
(Name of Surety)  
\_\_\_\_\_ as Surety,

are hereby held and firmly bound unto the City of Beachwood  
\_\_\_\_\_ as Obligee in the penal sum of the dollar amount

of the bid submitted by the Principal to the Obligee on January 25, 2024 to undertake the project known as:  
2024 Street Striping Program

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of dollars (\$ \_\_\_\_\_). If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

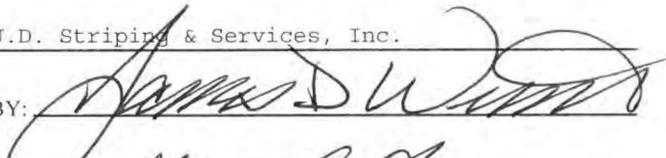
NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the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

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim; as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 25th day of January, 2024

PRINCIPAL:

J.D. Striping & Services, Inc.  
BY:   
TITLE: President

SURETY: Employers Mutual Casualty Company

BY:   
Mark Arnold  
Attorney-in-Fact

SURETY COMPANY ADDRESS:  
1815 S. Meyers Road Suite 500  
Street  
Oakbrook Terrace IL 60181  
City State Zip  
800-942-7448  
Telephone

SURETY AGENT'S ADDRESS:  
Arnold Insurance Agency, Inc.  
Agency Name  
1400 Haft Drive  
Street  
Reynoldsburg OH 43068  
City State Zip  
614-863-0455  
Telephone

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.



### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

#### KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**MARK ARNOLD**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

#### Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

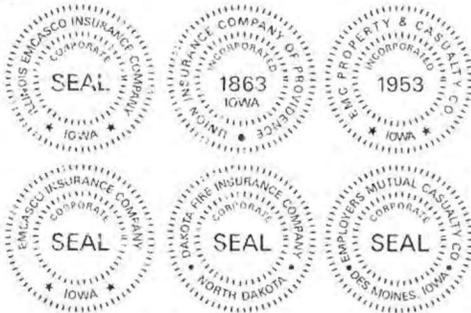
### AUTHORITY FOR POWER OF ATTORNEY

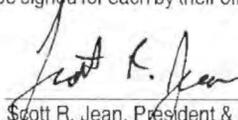
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

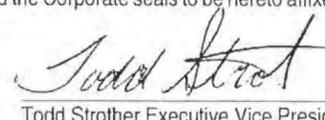
**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals

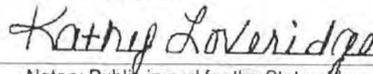


  
 Scott R. Jean, President & CEO  
 of Company 1; Chairman, President  
 & CEO of Companies 2, 3, 4, 5 & 6

  
 Todd Strother, Executive Vice President  
 Chief Legal Officer & Secretary of  
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

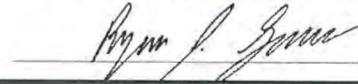
  
 Kathy Loveridge  
 Notary Public in and for the State of Iowa



### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25 day of January, 2024.

  
 Ryan J. Springer  
 Vice President



**Certificate of Compliance**

Issued 03/27/2023

Effective 04/02/2023

Expires 04/01/2024

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

**EMPLOYERS MUTUAL CASUALTY COMPANY**

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

**Section 3929.01 (A)**

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

EMPLOYERS MUTUAL CASUALTY COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$5,178,327,825, liabilities in the amount of \$3,573,767,830, and surplus of at least \$1,604,559,995.

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

*Judith L. French*

Judith French, Director



**EMPLOYERS MUTUAL CASUALTY COMPANY**  
**717 MULBERRY STREET, DES MOINES, IOWA 50309**  
**STATEMENT OF ASSETS, LIABILITIES AND SURPLUS**  
**AT DECEMBER 31, 2022**

**ASSETS**

Bonds	\$	2,124,030,518
Preferred Stocks		90,266,188
Common Stocks		1,571,360,617
Real Estate		141,417,152
Cash, Cash Equivalents and Short Term Investments		42,427,918
Other Invested Assets		223,862,900
Investment Income Due and Accrued		17,190,993
Premiums and Considerations		713,901,782
Reinsurance		101,270,253
Current Federal Income Tax Recoverable		10,015,393
Net Deferred Tax Asset		58,428,009
Other Assets		84,156,102
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>5,178,327,825</b>

**LIABILITIES & SURPLUS**

Losses	\$	1,843,285,339
Reinsurance Payable on Paid Loss & Loss Adjustment Expenses		31,260,373
Loss Adjustment Expenses		358,118,161
Contingent Commissions		69,581,328
Other Expenses (Excluding Taxes, Licenses and Fees)		44,799,570
Taxes, Licenses and Fees (Excluding Federal Income Taxes)		12,507,595
Borrowed Money		143,959,889
Unearned Premiums		907,497,202
Ceded Reinsurance Premiums Payable (Net of Ceding Commissions)		50,014,871
Other Liabilities		112,743,502
<b>TOTAL LIABILITIES</b>		<b>3,573,767,830</b>
Unassigned Funds (Surplus)		1,504,559,995
Surplus Notes		100,000,000
Surplus as Regards Policyholders		1,604,559,995
<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$</b>	<b>5,178,327,825</b>

I, Jeff Monson, Assistant VP of EMPLOYERS MUTUAL CASUALTY COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities and Surplus of this Company, at the close of business, December 31, 2022, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Iowa.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 22nd day of March, 2023.

EMPLOYERS MUTUAL CASUALTY COMPANY

*Jeff Monson*

Jeff Monson  
Assistant Vice President

**NON-COLLUSION AFFIDAVIT**

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

STATE OF Ohio )  
 ) SS  
COUNTY OF Portage )

James Wimmer, JD Striping & Services, Inc. being first duly sworn, deposes and says that James Wimmer, JD Striping & Services, Inc. residing at 4358 Beecher Ave Ravenna OH 44129 (is)(are) the only person(s) interested with (him) (them) in the delivery of the materials or the services performed under this contract; that the said contract is on (his) (their) part in all respects fair and without collusion or fraud; and also that no head of any department or any employee therein; or any officer of the CITY OF BEACHWOOD, OHIO has any direct or indirect interest therein.

Signature: *James Wimmer*

Sworn to and subscribed in my presence this 18 day of January, 2024

(Notary Seal)



*N. Weideman*  
Notary Public



**Bureau of Workers' Compensation**

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer  
00842893

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

J D STRIPING & SERVICES INC  
PO BOX 216  
RAVENNA OH 44266-0216



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

Administrator/CEO

You can reproduce this certificate as needed.

### Ohio Bureau of Workers' Compensation

#### Required Posting

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

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



**Bureau of Workers' Compensation**

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





AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE POOL CHEMICALS FROM PATTERSON POOLS, LLC THROUGH THE END OF 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 advises that Patterson Pools, LLC is the sole authorized Accu-Tab Blue SI distributor in Cuyahoga County; and

WHEREAS, Patterson Pools, LLC has submitted a quotation for pool supplies/chemicals for use at the Beachwood, Ohio Family Aquatic Center, in an estimated amount of Forty-Three Thousand Nine Hundred Nine Dollars and No/Cents (\$43,909.00).

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

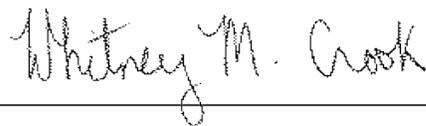
Section 1: Based upon the recommendation of the Community Services Director, the Mayor is hereby authorized to issue a purchase order to Patterson Pools, LLC for pool supplies/chemicals for use at the Beachwood, Ohio Family Aquatic Center in an estimated amount of Forty-Three Thousand Nine Hundred Nine Dollars and No/Cents (\$43,909.00) as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein.

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

Section 3: This Ordinance is declared 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 that these pool supplies/chemicals may be ordered and available for the season; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 5<sup>th</sup> day of February, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of February, 2024.



\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of February, 2024 and filed it with the Clerk.



\_\_\_\_\_  
Mayor

# CITY OF *Beachwood*

## Interoffice Memo

Date: 1/23/2024

To: Justin Berns, Mayor *B*

Larry Heiser, Finance Director *JAH*

From: Derek Schroeder, Community Services Director *DS*

RE: Patterson Pools

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Attached is a quote from Patterson Pools for the purchase of Accu-Tab Chlorine tablets for our Aquatic Center. The provided quote reflects the total number of 60lb pails that we used last year. The total amount is \$43,909.00.

Axiall Corporation, manufacturer of our Accu-Tabs chlorine feeder systems and producer of the only sanctioned tablet (Accu-Tab Blue SI) to be used in their feeder, has provided us a letter informing the City that Patterson Pools is the only provider in our area authorized to provide us with their product. Additional documentation supporting the exclusive use of the Accu-Tabs is also attached.

I would like to request that bidding be waived on this product and that the attached quote be forwarded to Council for approval.

# Exhibit A



# PATTERSON POOLS LLC

THE NATION'S FINEST STAINLESS STEEL SWIMMING POOLS AND EQUIPMENT

8155 Memorial Drive  
Plain City, Ohio 43064  
www.pattersonpools.com  
614-876-2628  
800-876-0484  
FAX 614-876-2495

QUOTE

215

TO CITY OF BEACHWOOD  
23355 MERCHANTILE RD.  
Beachwood, OH 44122

QUOTE DATE	VALID THRU	FOR	PAGE
1/22/2024	4/29/2024	ACCUTAB	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
W8000330	144	ACCUTAB BLUE SI, 60 LB PAIL	173.25	24,948.00*
		*DELIVERY #1		
	1	DELIVERY/FUEL SURCHARGE- DELIVERY #1	125.00	125.00*
W8000330	108	ACCUTAB BLUE SI, 60 LB PAIL	173.25	18,711.00*
		*DELIVERY #2		
	1	DELIVERY/FUEL SURCHARGE- DELIVERY #2	125.00	125.00*

\* means item is non-taxable

TOTAL AMOUNT 43,909.00

Accepted By \_\_\_\_\_ Date \_\_\_\_\_

Submitted By *[Signature]* Date 1-22-24



**Westlake  
Chemical**

Westlake Chemical  
2801 Post Oak Blvd. Suite 600 Houston, Texas 77056

Andrew Whiteaker  
Midwest Sales Representative  
awhiteaker@Westlake.com  
319-270-0929

January 29, 2021

Derek Schroeder  
City of Beachwood  
2700 Richmond Rd.  
Beachwood, OH 44122

Dear Mr. Schroeder,

Thank you for being an Accu-Tab customer! As you know, the distribution of the Accu-Tab product is reserved for authorized Specialists with an assigned territory. This letter serves as documentation regarding Axiall's (a Westlake Company) distribution network for Accu-Tab equipment and chemicals in the Northern Ohio market.

Patterson Pools continues to be Axiall's sole supplier Commercial Pool Specialist for both the Accu-Tab Equipment and Accu-Tab Blue SI tablets in Northern Ohio. As an Axiall Specialist, Patterson Pools has been approved and trained by Axiall Corporation to sell and service our products.

All inquiries and ordering can be made through Patterson Pools located in Columbus, OH. Kathy Patterson is the main contact at Patterson Pools and can be reached at 614-876-2628 or kpatterson@pattersonpools.com.

I appreciate your continued interest in the Accu-Tab chlorination systems, and if you have any questions please do not hesitate to contact me at (319) 210-5816 or awhiteaker@westlake.com

Sincerely,

Andrew Whiteaker



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, February 12, 2020** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/Pool/Listing.asp?Company=36490&Standard=050&>

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### NSF/ANSI 50 Equipment for Swimming Pools, Spas, Hot Tubs and Other Recreational Water Facilities

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#### AXIALL Corporation

<http://www.accu-tab.com>

11 Stanwix Street  
Pittsburgh, PA 15222  
United States  
800-245-2974  
412-515-8098  
[Visit this company's website \(http://www.accu-tab.com\)](http://www.accu-tab.com)

Facility : Burgettstown, PA

#### Flow Through Chemical Feeding Equipment

##### Accu-Tab™ Chlorinators[1]

3008C[2]	3012[2]	3075[3]
3150[4]	3500[5]	VersaChlor LF-12[6]

- [1] Follow manufacturer's instructions for the installation and operation of this equipment. Any modifications, including the use of chemicals other than those recommended by the manufacturer, will void the NSF Certification. NSF Listed Accu-Tab™ Chlorinators are Certified for use with Accu-Tab™ tablets only.
- [2] Certified for Pools and Spas. Maximum output rate is 24.28 lbs/day (1.01 lbs/hour) available chlorine.
- [3] Certified for Pool use only. Maximum output rate is 244.8 lbs/day (10.2 lbs/hour) available chlorine.
- [4] Beginning serial number for NSF Listed units of model 3150 ends in -0107. Certified for Pool use only. Maximum output rate is 528 lbs/day (22 lbs/hour) available chlorine.
- [5] Certified for Pool use only. Maximum output rate is 873.6 lbs/day (36.4 lbs/hour) available chlorine.

[6] Certified for Pools and Spas. Maximum output rate at pool temperature is 2.88/lbs per day available chlorine. Maximum output rate at spa temperature is 4.56/lbs per day available chlorine.

**Acid-Rite® Feeders[7]**

Acid-Rite® AR 2500

[7] Certified for Pools and Spas. Maximum output rate at pool temperature is 900 lbs/day available sulfate. Maximum output rate at spa temperature is 1200 lbs/day available sulfate. Certified with the Acid-Rite® sodium bisulfate tablets only.

**PML Chlorinators**

PML 5000[8]

PML80[9]

[8] Certified for Pool use only. Maximum output rate is 396 lbs/day. NSF Listed PML5000 Chlorinators are Certified with PML Calcium Hypochlorite tablets only.

[9] Certified for Pools and Spas. Maximum output rate at pool temperature is .55 lbs/hour available chlorine. Maximum output rate at spa temperature is .56 lbs/hour available chlorine. Certified with PML Calcium Hypochlorite tablets only.

**Facility : Rock Hill, SC**

**Flow Through Chemical Feeding Equipment**

**Accu-Tab® PowerBase™ Systems[1]**

1030[2]

3012AT[3]

3070AT[4]

3140AT[5]

Accu-Tab® Series 100[6]

PML 1500[7]

PML 1500PR[7]

PML 300[8]

PML300PR[8]

VersaChlor I(a)[9]

VersaChlor III[10]

[1] Follow manufacturer's instructions for the installation and operation of this equipment. Any modifications, including the use of chemicals other than those recommended by the manufacturer, will void the NSF Certification.

[2] Certified for Pools and Spas. The maximum delivery for pools is 2.8 lbs./hour chlorine with a maximum flow of 8 GPM through the chlorinator. The maximum delivery rate for spas is 3.51 lbs./hour chlorine with a maximum flow of 8 GPM through the chlorinator. This Accu-Tab power base system is Certified with Accu-Tab® Blue or Accu-Tab® Blue SI calcium hypochlorite tablets only.

[3] Certified for Pools and Spas. Maximum output rate is 24.28 lbs/day (1.01 lbs/hour) available chlorine. NSF Listed Accu-Tab® Chlorinators are Certified for use with Accu-Tab® tablets only.

[4] Certified for Pool use only. Maximum output rate is 244.8 lbs/day (10.2 lbs/hour) available chlorine. NSF Listed Accu-Tab® Chlorinators are Certified for use with Accu-Tab® tablets only.

- [5] Certified for Pool use only. Maximum output rate is 528 lbs/day (22 lbs/hour) available chlorine. NSF Listed Accu-Tab® Chlorinators are Certified for use with Accu-Tab® tablets only.
- [6] Certified for Pools and Spas. The maximum delivery is 0.8 lbs./hour chlorine (pool) and 1.4 lbs./hour chlorine (spa) with a maximum flow of 5 GPM through the chlorinator. Listed Accu-Tab Chlorinators are certified with Accu-Tab® Blue or Blue SI calcium hypochlorite tablets must be only.
- [7] Certified for Pools. Maximum output rate at Pool temperature is 27 lbs/hr available chlorine. NSF Listed PML 1500 Chlorinators are Certified for use with PML™ calcium hypochlorite tablets only.
- [8] Certified for Pools and Spas. Maximum output rate at Pool temperature is 2.78 lbs/hr available chlorine. Maximum output rate at Spas temperature is 3.52 lbs/hr available chlorine. NSF Listed PML 300 Chlorinators are Certified for use with PML™ calcium hypochlorite tablets only.
- [9] Certified for Pools and Spas. Maximum output rate is at pool temperature is 36 lbs/day available chlorine. Maximum output rate is at spa temperature is 35.2 lbs/day available chlorine. NSF Listed VersaChlor™ Chlorinators are Certified with PPG VersaChlor™ Easy Feed 1.2-inch cube tablets only.
- [10] Certified for Pools only. Maximum output rate is at pool temperature is 6.4 lbs/hour available chlorine. NSF Listed VersaChlor Chlorinators are Certified with VersaChlor Systems Chlorinating Tablets calcium hypochlorite only.

**Acid-Rite® Feeders**

Acid-Rite® 450[11]

Acid-Rite® 600[11]

- [11] Certified for Pools and Spas. Maximum output rate at pool temperature is 14.5 lbs/hr available sulfate. Maximum output rate at spa temperature is 10 lbs/hr available sulfate. Certified with Acid-Rite® Sodium Bisulfate Tablets only

**PML Chlorinators**

PML80 PR

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Number of matching Manufacturers is 1

Number of matching Products is 23

Processing time was 0 seconds

AN ORDINANCE ACCEPTING A QUOTATION FROM M & G POOLS, LLC FOR THE SPRING PREPARATION, DAILY MAINTENANCE, AND WINTERIZATION OF THE BEACHWOOD FAMILY AQUATIC CENTER FOR 2024; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City received a quotation from M & G Pools, LLC for the preparation, daily maintenance, and winterization of the Beachwood Family Aquatic Center; and

WHEREAS, based upon the recommendation of the Community Services Director, the proposal of M & G Pools, LLC for the preparation, daily maintenance, and winterization of the Beachwood Family Aquatic Center for 2024 as follows:

1. The opening and seasonal preparation of the Beachwood Family Aquatic Center in an estimated amount of Nine Thousand Forty-One Dollars and Seventy-Five Cents (\$9,041.75), plus chemicals and parts. M & G Pools, LLC will guarantee this estimate within 10% under normal circumstances; and
2. The daily maintenance of the Beachwood Family Aquatic Center at an hourly rate of One Hundred Fifty-Eight Dollars and Ninety Cents (\$158.90) per stop (minimum of 110 stops or daily visits), plus materials and parts. M & G Pools, LLC will guarantee this estimate within 10% under normal circumstances; and
3. The commercial pool closing and winterization of the Beachwood Family Aquatic Center in an estimated amount of Nine Thousand Forty-One Dollars and Seventy-Five Cents (\$9,041.75), plus chemicals and parts. M & G Pools, LLC will guarantee this estimate within 10% under normal circumstances; and
4. Any additional work during the opening or winterization not included in the original scope of work will be performed at an hourly rate of One Hundred Twenty-Five Dollars and No Cents (\$125.00) per hour plus, chemicals and parts.

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 and directed to accept the proposal of M & G Pools, LLC as is set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein and enter into a contract with same for the preparation, daily maintenance, and winterization of the Beachwood Family Aquatic Center for the 2024 season.

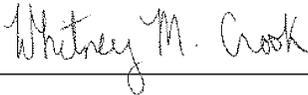
Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is declared 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 of the need for the preparation and maintenance of the Beachwood Family Aquatic Center prior to the start of the summer swimming season; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2024-25

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 5<sup>th</sup> day of February, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of February, 2024.

  
\_\_\_\_\_

Clerk

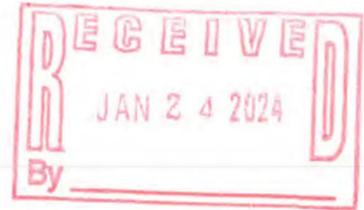
Approval: I have approved this legislation this 6<sup>th</sup> day of February, 2024, and filed it with the Clerk.

  
\_\_\_\_\_

Mayor

# CITY OF *Beachwood*

## Interoffice Memo



Date: January 18, 2024

To: Justin Berns, Mayor *B*

From: Derek Schroeder, Community Services Director *DS*

RE: M&G Pools Summer 2024 Estimates

I am requesting to continue to utilize the services of M & G Pools, LLC for the BFAC's spring prep, daily maintenance, winterization, and service calls for 2024.

This will be our tenth year using their services and they have been extremely responsive and professional, while keeping our facility operating in top performance during the pool season. Quite honestly, their services are invaluable. They know every square inch of the pool and all the ins and outs of the pumps, mechanics, etc.

1. Commercial Pool Opening - \$9,041.75 plus chemicals and parts
2. Daily Maintenance - \$158.9/hour
3. Commercial Pool Closing - \$9,041.75 plus chemicals and parts
4. Any additional work during outside of the scope of #1-3 would be billed at \$125/hr

These prices reflect a 7% increase from 2023, which I feel is reasonable.

# Exhibit A

M & G Pools, LLC  
9901 Ravenna Rd  
Twinsburg, OH 44087-1716 US  
(330) 998-1610  
mandgpools@gmail.com

## Estimate

### ADDRESS

City of Beachwood  
25325 Fairmount Boulevard  
Ohio  
Beachwood, OH 44122

### SHIP TO

City of Beachwood  
City of Beachwood  
Pete Conces  
25325 Fairmount Boulevard  
Beachwood, OH 44122

ESTIMATE #      DATE  
3908              01/04/2024

ACTIVITY	QTY	RATE	AMOUNT
<b>Commercial Pool Opening</b> Commercial Pool Opening -Drain and pressure wash main pool(Pressure wash only, no scrubbing is included in this cost) -Drain and pressure wash wading pool (Pressure wash only, no scrubbing is included in this cost) -Remove winterizing plugs and reinstall all baskets, returns, and main drain covers in all pools -Reassemble all pool equipment, including play features and spray ground -Start systems and check for proper operation -Initial balancing of water chemistry	1	9,041.75	9,041.75
<b>Disclaimer</b> This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed. Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price.	1	0.00	0.00

Client Signature of Acceptance \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

TOTAL

**\$9,041.75**

Accepted By

Accepted Date

**M & G Pools, LLC**  
9901 Ravenna Rd  
Twinsburg, OH 44087-1716 US  
(330) 998-1610  
mandgpools@gmail.com

# Estimate

**ADDRESS**

City of Beachwood  
25325 Fairmount Boulevard  
Ohio  
Beachwood, OH 44122

**SHIP TO**

City of Beachwood  
City of Beachwood  
Pete Conces  
25325 Fairmount Boulevard  
Beachwood, OH 44122

**ESTIMATE #**                      **DATE**  
3907                                      01/04/2024

ACTIVITY	QTY	RATE	AMOUNT
<b>Commercial Pool Closing</b> Commercial Pool Closing -Winterize all plumbing lines and equipment -Winterize all water features (Scope of work does not include winterizing any outdoor water spigots, and/or locker rooms, restrooms, cabanas. Facility will provide commercial tow behind air compressor and hoses for M & G Pools to utilize during winterization)	1	9,041.75	9,041.75

<b>Disclaimer</b> This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed. Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price.	1	0.00	0.00
---	---	------	------

Client Signature of Acceptance \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

TOTAL **\$9,041.75**

Accepted By

Accepted Date

**M & G Pools, LLC**  
9901 Ravenna Rd  
Twinsburg, OH 44087-1716 US  
(330) 998-1610  
mandgpools@gmail.com

# Estimate

**ADDRESS**

City of Beachwood  
25325 Fairmount Boulevard  
Ohio  
Beachwood, OH 44122

**SHIP TO**

City of Beachwood  
City of Beachwood  
Pete Conces  
25325 Fairmount Boulevard  
Beachwood, OH 44122

**ESTIMATE #**

3909

**DATE**

01/04/2024

**ACTIVITY**

**QTY**

**RATE**

**AMOUNT**

**Daily Maintenance**

Daily Maintenance(Price is per stop)  
-Check and balance water chemistry in all bodies of water  
-Check equipment for proper operation  
-Backwash filters as needed  
-Remove dirty pump baskets and replace with clean baskets(facility responsible for cleaning baskets)  
-Check and clean chemical injectors as needed  
-Refill chemical feeders/switch acid drums as necessary  
-Check chemical inventory and inform facility of needed restocking  
-Perform minor repairs to equipment(under 1/4hr per stop included in visit price)  
-Notify facility of necessary repairs and cost

1

158.90

158.90

**Disclaimer**

This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed.

Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price.

1

0.00

0.00

Client Signature of Acceptance \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

**TOTAL**

**\$158.90**

Accepted By

Accepted Date

**M & G Pools, LLC**  
9901 Ravenna Rd  
Twinsburg, OH 44087-1716 US  
(330) 998-1610  
mandgpools@gmail.com

# Estimate

**ADDRESS**

City of Beachwood  
25325 Fairmount Boulevard  
Ohio  
Beachwood, OH 44122

**SHIP TO**

City of Beachwood  
City of Beachwood  
Pete Conces  
25325 Fairmount Boulevard  
Beachwood, OH 44122

**ESTIMATE #**

3914

**DATE**

01/17/2024

**ACTIVITY**

**QTY**

**RATE**

**AMOUNT**

**Service Call**

Service Call/hr

-Minimum 1 hour charge, broken down into 15 minute increments after 1st hour

-Time is charged only when on property, no travel time or trip charges

-Rate is valid for as long as client is a regular maintenance service client

-12 hour guaranteed response time for emergency calls as long as client is a regular maintenance service client and account is current

**Disclaimer**

This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed.

Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price.

1

125.00

125.00

1

0.00

0.00

Client Signature of Acceptance \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

TOTAL

**\$125.00**

Accepted By

Accepted Date

INTRODUCED BY: A. Isaacson

RESOLUTION NO. 2024-1

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH NOPEC, INC., THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (“NOPEC”) FOR AN ENERGIZED COMMUNITY GRANT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood, Ohio is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for a NOPEC Energized Community Grant for 2024 (“NEC Grant”) as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City of Beachwood, Ohio has recommended entering into the Grant Agreement.

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

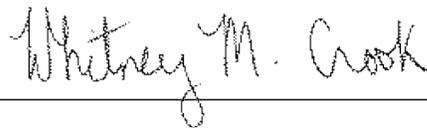
Section 1: The Mayor is authorized to enter into and execute any necessary agreements for the 2024 Energized Community Grant.

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 Resolution is declared 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 that the grant funds may be obtained immediately; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 5<sup>th</sup> day of February, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of February, 2024.



\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 5<sup>th</sup> day of February, 2024 and filed it with the Clerk.



\_\_\_\_\_  
Mayor

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

---

**TO:** Mayor Justin Berns  
**FROM:** Larry Heiser, Finance Director *LH*  
**DATE:** January 24, 2024  
**SUBJECT:** Northeast Ohio Public Energy Council (NOPEC)

In order to pull down the NOPEC grant monies in the amount of \$32,925 the City of Beachwood needs to sign off on the NOPEC Energized Community Grant Agreement and the legislation that NOPEC wants passed. The grant monies are allowed to be carried forward.

The City of Beachwood will have a total of \$30,962 left to utilize for any energy savings related project after completing the parking lot LED project which Council already approved via ordinance 2023-129 for a total of \$102,600. We pulled down \$89,900 from NOPEC in 2023 to start the LED project.

With your approval, I would like to place approval of the Grant agreement ordinance on the next available agenda for Council approval.

Please call or email if you have any questions.

## NOPEC 2024 ENERGIZED COMMUNITY

### GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“Grantor”), and \_\_\_\_\_, \_\_\_\_\_ County, Ohio (“Grantee”; “Grantor” and “Grantee,” the “Parties”) regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2024 Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2024 Community Grant (“NEC Grant”) to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor (“Funds”), for the purposes set forth in Grantee’s Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2026. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2024 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2024, and shall expire on December 31, 2024, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the “Committee”), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council (“NOPEC” or “Northeast Ohio Public Energy Council”) member whose residents are receiving service from Northeast Ohio Public Energy Council’s natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council’s natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:  
Charles W. Keiper, II  
President  
NOPEC, Inc.  
31360 Solon Road  
Suite 33  
Solon, OH 44139

In case of Grantee, to:  
(This individual will be the designated grant representative working in the grant website)

Title: \_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_, Ohio \_\_\_\_\_

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

*[Signature Page to Follow.]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Grant Agreement on the last date set forth below.

**GRANTEE:**

\_\_\_\_\_, Ohio

**GRANTOR:**

**NOPEC, INC.**

Individual Authorized by Grantee's  
Legislation to accept- see Section I:

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

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

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

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

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

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

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]

# NOPEC Energized Community (NEC) Grant

The **NOPEC Energized Community (NEC) Grant Program** provides grants to NOPEC member communities for energy-related projects. Established by NOPEC Inc. and NextEra Energy, the primary goal of providing funds is to help implement energy savings or energy infrastructure measures.



## Ideas for 2024 Grant Projects

Grants can be used for **government, residential, and commercial properties**. Here are some examples of what you can do with your grant dollars:

- Lease or purchase of plug-electric vehicles
- Traffic signal upgrades
- Energy-efficient windows
- Solar-powered LED stop signs
- Energy-efficient air conditioner
- Tree canopy restoration
- Electrical upgrades
- Generators
- Door replacement
- LED lighting upgrades
- Service garage insulation
- Energy-efficient metal roof system
- Installation of radius ceiling fans
- Energy efficient kitchen appliances



## Secure Your Grant Dollars

**Step 1:** Submit Profile at [nopecgrants.org](https://nopecgrants.org) — Due by June 30th, 2024

- A. Accept funds by passing community legislation
- B. Complete grant agreement

**Step 2:** Draw Funds — Due by November 30th, 2026

- A. Submit disbursement requests

## Questions?

Contact Jessica Renner, Community Investment Manager, at [grants@nopecinc.org](mailto:grants@nopecinc.org)



## **NOPEC Energized Community (NEC) Grant 2024 Program Policies**

NOPEC, Inc. and NextEra Energy have established the NOPEC Energized Community Grant Program, which provides grants to existing NOPEC member electric and gas communities. Existing member communities are defined as those with metered accounts enrolled in NOPEC's electric and/or gas aggregation during the previous calendar year. The new grant program year will begin on January 1, 2024, with the primary goal of providing funds to help communities implement energy savings or energy infrastructure measures.

NEC grants are intended to be used by member communities primarily for energy related projects. Member communities will be permitted, on a case-by-case basis, to use grants for purposes other than energy efficiency or energy infrastructure improvements.

The policies governing the grant program have been approved by the Board of Directors. The Community Investment Manager (CIM) will have oversight and day-to-day management responsibility for the program.

Deadlines: NOPEC member communities that wish to accept the grant award must have a completed and approved profile by June 30, 2024. Any grant funds not accepted, with an approved community profile by June 30, 2024, will be returned to the grant pool. Grant funds must be drawn down via disbursement request by November 30, 2026. Funds not drawn down by that date will be returned to the grant pool.

Eligibility and Notification: Existing NOPEC member communities enrolled in both gas and electric on January 1, 2024, will be paid cash grants at the rate of [\$4] per enrolled account for gas and [\$6] per enrolled account for electric per year. Existing NOPEC member communities enrolled in the gas program on January 1, 2024, only will be paid cash grants at the rate of [\$3] per enrolled account. Existing NOPEC member communities enrolled in the electric program only on January 1, 2024, will be paid cash grants at the rate of [\$5] per enrolled account. Enrolled accounts will be determined based on an average, using Q2 and Q3, of the metered accounts enrolled for a minimum of three consecutive months will be applied. The minimum grant amount will not be less than \$250.00 for all eligible communities.

Member counties) will also receive grants based on the communities and programs enrolled through the county membership. Grants will be calculated using the same averaging method as the community grants. County members will receive [\$1.50] for

gas and [\$2] for electric, per enrolled account per year, in communities enrolled for both programs, and [\$.50] for gas or [\$1.00] for electric, in communities enrolled for a single aggregation program.

The Chief Elected Official and the Chief Financial Official of member communities and counties will be notified by letter in January 2024 of the grant amount available for its use. Each community must enter into a grant agreement, if required, with NOPEC, Inc. Each year, the community must pass legislation accepting the grant and identifying the position (with person currently holding that position) authorized to conduct on-line program activities on behalf of the community. All grant activities, including the profile and disbursement request processes, will be completed, and submitted online.

Processing: The first step for the NEC grant program is completing the community profile. Returning users may use the same account created in 2023 and new grant representatives will create a community profile in the online grant program for a new community.

As part of the profile, all communities will upload a pdf file of the legislation approved by the member community accepting the NEC grant and upload a pdf file of executed Grant Agreement. The deadline to accept the grant and upload the required documents for the profile step is June 30, 2024. Any grant funds not accepted with an approved community profile will be returned to the grant pool.

Communities must complete disbursement requests to draw down their accepted NEC Grant funds. New requests will be reviewed on an ongoing basis. Appropriate supporting documents (e.g., invoices, AIA forms, or receipts) must be attached. All disbursement requests must be submitted electronically in the grant system. NEC Grant funds must be drawn down using the first in first out (FIFO) accounting method, meaning communities must draw down previous NEC Grant award balances prior to accessing the 2024 award.

Staff will review each request to determine if it meets the criteria and formally approve each project funded. Communities may begin the work during the review process, but it does not guarantee funding approval. Work that is determined to be emergencies, based on immediate health and/or safety issues, may be eligible to begin without formal approval.

Eligible uses include those that reduce electric and/or gas utility consumption through facility improvements and/or implementing infrastructure improvements. Examples include interior and exterior lighting, windows and doors, insulation, HVAC, geothermal and solar. Streetlights and traffic lights are also eligible if a demonstrated utility savings to the community will result. Examples of ineligible projects would include vehicles or equipment (other than an emergency generator) that are powered by gasoline or diesel, and do not reduce utility costs. Project examples for eligible energy infrastructure include natural gas filling stations, electric vehicle charging stations and emergency

generators. Installing power to a facility such as a gazebo or baseball field are other examples of eligible energy infrastructure.

In addition to the projects listed above, communities may use grant funds for the lease or purchase costs of plug-in electric vehicles.

Grants may also be used to benefit commercial properties. Options include covering the cost of energy audits or set-up costs for establishing an Energy Special Improvement District. Programs benefiting residents are also eligible. Providing residents LED light bulbs or establishing a residential energy audit program funded by the NEC grant program are two examples.

Multi-jurisdictional uses are eligible. Each community must request its own grant funds for a multi-jurisdictional use. Non-NOPEC members may be part of a multi-jurisdictional use but will not be eligible for any grant funds from NOPEC.

If a community completed work that meets the eligibility requirements within the previous calendar year it may submit that project for the grant.

If a member community conducts an energy audit for the proposed work, audit costs may be defrayed with grant funds. The audit must be performed by a credentialed professional.

Once the request is reviewed and approved, the community will receive written confirmation. Each approved request will become an exhibit to the Grant Agreement. A member community must be a member in good standing of the Northeast Ohio Public Energy Council, as defined in the NOPEC, Inc. Grant Agreement with the community, at the time of written confirmation and at the time of disbursement to receive a 2024 NEC Grant award.

Project Completion and Funds Disbursement: Communities are responsible for contracting all work to be completed for community-owned facilities or work, in accordance with local requirements, with qualified professionals. Disbursements will be made until funds have been depleted. All disbursements will be made by Automatic Clearing House (ACH) process to an account designated by the community. For existing NOPEC communities 2024 NEC Grant awards will become available for disbursement after the community has an approved 2024 profile.

This is not a reimbursement grant, i.e., communities are not required to pay the invoice prior to submitting it for a grant disbursement. Communities create the Disbursement Request(s) with appropriate supporting documents submitted on-line. Appropriate supporting documents include invoices or AIA forms for work completed or signed contracts that specify an advance prior to the start of the project. Quotes or proposals are not acceptable documents for Disbursement Requests.

The CIM will review all disbursement requests and submit them for processing to the NOPEC CFO. All disbursements are approved by the Executive Director or other authorized person. NOPEC will close out a community's grant when all grant funds have been disbursed or any remaining funds are returned to the grant pool.

Reports: Communities using grant funds for energy efficiency projects will submit an annual report to NOPEC for two years following project completion, if the project is selected for measurement and verification. The report will provide information on the energy saved (measured by units and dollars) in the previous year resulting from that project. This report will be prepared by a third-party consultant contracted by NOPEC, Inc. The community will agree to authorize NOPEC to provide the appropriate utility account information for the designated project site to the consultant for the purpose of completing the annual reports.

The CIM will track all open grants and provide periodic status reports to the NOPEC Executive Director and to both the NOPEC and NOPEC, Inc. Boards of Directors. Reports will include the number of communities with open grants available and the total funds disbursed to date.

All determinations made by NOPEC, Inc. and NOPEC in administering the NEC Grant Program, including whether a community is a member in good standing of NOPEC, shall be final, conclusive, and binding on all grant recipients.

# Motion

## CITY OF BEACHWOOD INTER-OFFICE MEMORANDUM

---

**TO:** Alec Isaacson, Council President  
Danielle Shoykhet, Council Vice President

**FROM:** Justin B. Berns, Mayor

**DATE:** January 23, 2024

**SUBJECT:** **CHANGEABLE COPY SIGN**

Attached are the design intent drawings and performance specifications for a new changeable copy sign.

At the next City Council meeting, I am requesting the City Council authorize a motion to advertise for bidding for this sign to be installed on the corner of Fairmount and Richmond. This sign will replace the current “City of Beachwood” sign on that corner. The sign will be a resource for residents and commuters to stay up to date on important events/announcements for the City.

Thank you for your consideration.

Cc: Todd Hunt, Law Director  
Larry Heiser, Finance Director  
George Smerigan, City Planner  
Derek Schroeder, Community Services Director  
Chris Arrietta, Public Works Director  
Tina Turick, City Administrator  
Whitney Crook, Clerk of Council

**Motion Adopted February 5, 2024**



Digital Monument Sign

# City of Beachwood

CBW1808 | DECEMBER 20, 2023

**1.0 General**

**1.1 Related Documents**

Design Intent Drawings: These drawings/specifications are for the sole purpose of visual design intent only and not intended for construction purposes.

- A. The Sign Contractor is responsible for engineering, design, construction technique, materials and installation.
- B. The Project Owner/Contract Owner shall review the shop drawings only for conformance with general design intent, and will in no way be responsible or liable for any results of construction from working drawings, materials selection, shop drawings, contract documents or other agreements other than agreement with the Owner authorizing these documents.
- C. Sign Contractor shall verify and be responsible for all dimensions and conditions shown in the Design Intent documents. If dimensions are missing or are unclear — consult the Owner for direction. The Project Owner/Contract Owner must review shop details prior to fabrication.

**1.2 Summary**

This Section includes the following exterior sign types:

- 1. Digital Monument Sign

**1.3 Performance Specifications Introduction**

The purpose of this document is to serve as a reference which identifies materials, construction specifications, and quality controls, as well as signage contractor’s responsibilities and obligations. Signage Contractor(s) shall furnish and install signs and/or graphics as detailed on drawings and/or described in these specifications.

Refer to these performance specifications for details on expectations of Sign Contractor and fabrication process.

**2.0 Definition of Terms**

**2.1 Documents**

Refers to the drawings and specifications, including all addendum and modifications incorporated therein for their execution. When applicable, additional appendages provided by Owner or Designer shall become part of the documents.

**2.2 Project Owner (also referred to as Owner):**

Shall refer to:  
City of Beachwood  
25325 Fairmount Boulevard  
Beachwood, OH 44122  
Phone: 216-464-1070

**2.3 Designer**

Shall refer to:  
Guide Studio, Inc.  
Contacts: Gina Gerken, Kevin Fromet  
gina@guidestudio.com, kevin@guidestudio.com

**2.4 Signage Contractor/Fabricator**

Refers to the group(s), firm(s), or corporation(s) designated in an Agreement with the Owner, and shall

apply to any such group(s) under contractual obligation to perform any fabrication, installation, finishing, printing or other work related to signs and graphics, as referred in this document.

**2.5 Work**

As employed herein, includes any materials, equipment, construction, labor, installation, service or maintenance, and warranties required to complete the fabrication prescribed in these specifications and contract documents. This shall include, but is not limited to, all of the sign types shown in the drawings.

**2.6 Addendum**

Covering changes, corrections, and special interpretations of the drawings and specifications; shall become part of the documents.

**2.7 Substitutions**

When one or more than one product is specified and the signage contractor wishes to offer a substitute product which will completely accomplish the purpose of the contract documents, see section 6.0 for the conditions governing all substitutions.

**2.8 NIC**

Refers to work not included in this contract.

**2.9 Final Completion**

The date when the Owner finds the entire work as described in the contract documents acceptable and fully performed, as written in the final certificate of payment.

**3.0 General Conditions**

**3.1 Quality Assurance**

The Signage Contractor shall be responsible for the quality of materials and workmanship required for execution of this contract including the materials and workmanship of any firms or individuals who act as sub-contractors.

It is intended that the work described in these documents be of sound, quality construction. The Signage Contractor shall be solely responsible for the inclusion of adequate amounts to cover installation of all items indicated, described and/or implied.

**3.2 Commencement**

The work described in these documents shall only begin when a Owner-authorized, written contract has been issued to the Signage Contractor with instructions to proceed, provided other requirements have been met.

**3.3 Contract Administration**

Reviewing the quality and progress of the work and submittals received from the Signage Contractor, the Owner has no responsibility to assist the Signage Contractor in the supervision or performance of work. No action by the Owner shall in any way relieve the Signage Contractor from the responsibility for the performance of the work in accordance to the contract documents, or give rise to any negligence or other action against the Owner or anyone acting for their behalf.

Signage Contractor shall allow Owner or an authorized representative access to his plan, excluding such areas or processes judged by the Sign Contractor to be proprietary in nature for the purpose of inspecting production techniques, materials, or other items related to the manufacturing of which the Owner is committed, or which may be contemplated.

Upon notification from the Signage Contractor that the work is complete, the Owner or authorized representative will inspect the final installation for compliance with all approved documents.

date 12.20.23

contact

project CBW1808

phase Design Intent

**NOT FOR CONSTRUCTION**

These drawings and notes are for the sole purpose of expressing visual design intent and are not intended for actual fabrication purposes. Sign Contractor accepts total responsibility for final material selection, fabrication and installation methods. Electronic files are not construction documents and cannot be relied upon as identical to construction documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants. Refer to provided performance specifications for details on designer expectations of Fabricator and fabrication process. Copyright © Guide Studio, Inc. All rights reserved.

sheet



pm G. Gerken  
design K. Fromet

City of Beachwood  
Digital Monument Sign

Performance Specifications



**3.4 Bidding Process**

- A. All Bidder’s are required to complete the Bid Worksheet included as part of this package, as well as all City required bid documents.
- B. Incomplete Bid Worksheets may be cause for rejection of the bid.
- C. The Owner shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid.
- D. In addition to bid price, the Owner reserves the right to consider all elements entering into the question of determining the responsibility of the Bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.
- E. Bidders must present evidence to the Owner, when required by them to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.
- F. RFI Process: All Requests for Information (RFI) must be submitted in writing via email to the distribution list established by the Bid Documents.  
  
Under no circumstances will RFIs submitted via direct phone call be answered. Responses to RFIs will be via email to all Bidders.

**3.5 Artwork**

The Signage Contractor will produce all artwork for all graphics, symbols and lettering, and will submit for review prior to fabrication. Artwork for specific items and logos, as noted on the drawing documents, shall be provided electronically by the Designer or Owner. All other artwork, as well as final artwork for final fabrication (including reproducible film positives) is to be provided by the Signage Contractor.

**3.6 Other**

Field dimensions shall be taken by the Signage Contractor prior to preparation of shop drawings and fabrication where possible.  
  
All supplementary parts necessary to complete each item shall be furnished by the Signage Contractor, even though such parts are not definitely shown or specified. All anchors and other fasteners for securing work shall be included.

**4.0 Signage Contractor Responsibilities**

**4.1 Design Responsibility**

The graphic design requirements shown by the details on the sign type drawing documents are for design intent only and intended to establish basic dimensions of units or modules, profiles and sight lines of members, and appearance. Within these limitations, the Signage Contractor is responsible for fabrication of the entire system, and to make whatever modifications of and additions to the details as may be required. The visual design concept shall be maintained as shown, including members sizes, profiles and alignment of components as accurately as possible.

The Signage Contractor shall supplement the general design shown with detailed shop drawings for the Owner’s approval. The shop drawings shall include major aspects of the system proposed, such as sections, shapes and connections of components and joints, how temperature movement is handled, venting, and anchorage to structure.

**4.2 Statement of Application**

The Signage Contractor, by commencing the work of the project, assumes overall responsibility, as part of

his warranty of the work, to assure that all assembled components and parts shown that are required within the work of this project comply with the contract documents. The sign contractor shall fully warrant:

- A. That all components specified, or required, to satisfactorily complete the installation, are compatible with each other and with the conditions of installed and expected use.
- B. The overall effective integration and correctness of individual parts and the whole system.
- C. Compatibility with adjoining substrate, materials and other work by other trades.
- D. There shall be no premature material failure due to improper design of fabrication of the system. All materials are to fully perform to their normal life expectancy.

**4.3 Statement of Execution**

The Signage Contractor shall be responsible for all work done under his contract, including:

- A. Faulty or improper work of sub-contractor(s) and others under him by contract or otherwise.
- B. Diligent execution of work and giving personal attention and supervision to the same until complete.
- C. All delays caused by neglect on the part of the Sign Contractor or those under him by contract or otherwise.
- D. Compliance with all laws, ordinances and regulations bearing on the conduct of the work as drawn and specified.
- E. Obtaining, at the Sign Contractor’s own cost, sign/construction permits, inspection certificates which may be required of the project by local authorities, or any other governing body. The Signage Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the work.

**4.4 Submittals**

By the approval and submission of shop drawings and samples, the Signage Contractor thereby represents that he has determined and verified all field measurements, including heights, field construction criteria, materials, catalogue numbers and similar data or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and the contract documents. Refer to Section 5.0 for list of required submittals.

**4.5 Special Instructions**

Signage contractor shall halt the graphics work when notified of a proposed change, or unsatisfactory results are anticipated. Signage contractor shall notify the Owner or authorized representative immediately and proceed only after receiving additional instructions from the Owner or authorized representative.

**4.6 Protection and Handling of Products**

Signage contractor shall store all graphic items under cover and off ground; handle in such manner as to protect surfaces and to prevent damage during storage, transport, installation and throughout remaining construction; protect exposed finishes by covering with adhesive paper or other suitable covering where adhesive is not appropriate for finish material; and apply covering prior to shipment from the fabricator or finishing shop. The covering shall not adversely affect finish. Signage contractor shall remove protective coverings when there is no longer any potential for damage to the graphics work from other work yet to be performed.

**4.7 Shipping and Transportation**

Signage Contractor will be responsible for proper shipping and transportation of all signage to the job site and will specify whether it will be common carrier or their own trucks. Signage Contractor will be liable for all damage incurred during shipping and loss of time in the installation schedule.

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**4.8 Storage of Equipment**

Space for storage of material prior to installation will be designated by the Owner. The Signage Contractor must give advance notice of deliveries and space requirements so the proper provision may be made. If deliveries are to be made to the premise at times other than normal working hours, the Signage Contractor will be required to reimburse Owner for any overtime costs incurred by Owner.

**4.9 Warranty**

- A. Upon final completion, the Signage Contractor will warrant all work and materials to be fully complete and in accordance with the contract documents and the agreement between Owner and Signage Contractor, and requirements appertaining thereto; that all work and materials are free from any and all defects and imperfections, and fully meet the manufacturer’s published performance criteria for use and purposes for which each and every part is specified.
- B. The Signage Contractor also agrees that, should any defect develop or appear, which the Owner finds was not caused by improper use, the Signage Contractor shall promptly, upon demand, fully correct, substitute and make good any such defective material without cost to the Owner and will save the Owner harmless against any claim, demand, loss or damage by reason of any breach of this warranty.
- C. The period of this warranty shall commence on the date on which the Owner determines the Signage Contractor has met all Final Completion requirements. The period of said warranty shall last twelve (12) months unless otherwise specified.
- D. The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- E. Special Warranty: Manufacturer’s standard form in which manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
- F. Failures include, but are not limited to, the following:
  - 1. Deterioration of finishes beyond normal weathering.
  - 2. Structural failures.
  - 3. Noise or vibration caused by thermal movements.
  - 4. Failure of system to meet performance requirements.
  - 5. Failure of operating components to function normally.

**4.10 Signage Contractor Responsibilities**

The period of this warranty shall commence on the date on which the Owner determines the Signage Contractor has met all Final Completion requirements. The period of said warranty shall last twelve (12) months unless otherwise specified.

**5.0 Submittals**

All submittals and shop drawings are to be delivered to the Project Owner for distribution.

**5.1 Schedule**

A detailed graphic schedule by phases of production and installation is to be submitted by the Sign Contractor within five (5) business days of signing of contract with the Owner.

**5.2 Samples**

- A. The Sign Contractor shall submit (3) 4”x 4” samples of each color and finish of exposed materials, accessories and exposed fasteners on final material substrate to be used in the project.
- B. The Sign Contractor shall submit samples of each masonry material, including mortar color to be used in the project. Samples should be large enough to show variation in color adequate for review.

**5.3 Shop Drawings**

The Sign Contractor shall submit (1) one copy of electronic shop drawings in 11” x 17” format for the manufacturing, fabrication and erection of signs and graphic work at large scale, which shall show joints, anchorage, accessory items, and finishes. Shop drawings shall include accurately scaled masonry details, including finished sizes of stone, mortar joints, foundations, attachments, joints, and internal structures. Shop drawings shall be completed within 2 weeks the start of the Contract.

- A. Acceptance of shop drawings does not in any way change the documents. Documents may only be changed in writing.
- B. The Signage Contractor is responsible for reviewing shop drawings for conformance with the design intent documents and notifying, in writing, the Owner, of any variation from the documents.
- C. Changes to the shop drawings are to be made by the Signage Contractor as directed by the Owner. The Sign Contractor will receive 1 week for changes/updates as directed by the Owner.

**5.4 Manufacturer’s Data**

Signage Contractor shall submit (1) copy of the manufacturer’s printed specifications, anchorage details and installation, and maintenance instructions for all products to be used in the fabrication of signs and graphics work.

**6.0 Substitutions**

**6.1**

- Any substitution requested will be considered under these cases:
- A. When specified product is not available.
  - B. When certain product or process is specified, a warranty of performance is required, and, in the judgment of the Signage Contractor, the specified product or process will not produce the desired results.
  - C. When such substitutions is in the best interest of the Owner.

**6.2**

- Requests for substitutions of products, materials or processes other than those specified will be accompanied by the evidence that the proposed substitution...
- A. Is equal in quality and serviceability to the specified item;
  - B. Will not entail changes in details and construction related to work;
  - C. Will be acceptable in consideration of the required design and artistic effect;
  - D. Will provide cost advantage to the Owner.

The Sign Contractor shall furnish with his request such drawings, specification samples, performance data and other information as may be required of him to assist the Owner in determining whether the proposed substitution is acceptable. The burden of proof shall be upon the Signage Contractor.

**6.3**

- Regardless of the evidence submitted or any review or independent investigation by the Owner or authorized representative, a request for a substitution of products, materials, or processes is a warranty by the Signage Contractor to the Owner that the requested substitution...
- A. Is equal or better in quality and serviceability to the specified item;
  - B. Will not entail changes in details and construction related to work;

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- C. Will be acceptable in consideration of the required design and artistic effect;
- D. Will provide cost advantage to the Owner.

**6.4** Proposed substitutions will be made after the signing of the contract and not during the bid phase. Signage Contractor shall submit requests for substitutions to the Owner in writing with the first round of shop drawings, giving sufficient information and samples for evaluation with the differences in costs, if any. Substitutions must be approved in writing by the Owner before they may be used.

**7.0 Products of Fabrication**

Shop fabrication and tolerances shall conform to the standards of the industry. Signage Contractor shall perform high-quality, professional workmanship, attach materials with sufficient strength, number and spacing not to fail, and fabricate all work to be truly straight, plumb, level and square and to sizes, shapes and profiles indicated on the approved shop drawings.

**7.1 Materials and Workmanship**

- A. The Signage Contractor shall use, whenever possible, standard sizes and readily available materials to reduce cost of fabrication. All materials shall be of the highest quality and shall meet all industry standards. To establish a standard quality, design and function desired, portions of the Design Intent Documents and specifications may be based on products or manufacturers herein. When specific products are mentioned, it should be noted that the manufacturers of similar products may be considered for approvals as “equal” by the Owner upon receipt of adequate supporting data.
- B. All materials utilized for the work of this contract shall meet all applicable codes, including Fire and Life Safety codes, of authorities having jurisdiction over the projects. The Sign Contractor shall immediately report any discrepancies to the Owner for resolution. The Contractor shall not substitute products without obtaining prior written approval from the Owner.
- C. All sign faces shall be smooth and even, free from imperfections and disfiguring caused by such things as welding, material being too thin, fasteners and welds not being ground smooth, oil canning, staining, discoloration or uneven coloration, puckering, or any other problems not specifically mentioned herein.
- D. Climate conditions of the project site must be considered and the sign units designed and engineered to prevent problems caused by weather, expansion, contraction, condensation, and any other possible problems resulting from exposure to the elements.
- E. Weep holes, heat vents, etc. shall be considered for incorporation by the Sign Contractor on each sign type as required and/or necessary. Weep holes, vents, access panels and other functional, but non-aesthetic, components must be placed so as to be inconspicuous as possible. All such items must be shown on the shop drawings for approval prior to fabrication.
- F. All finish work shall be smooth and free from abrasion, tool marks, visible welds, exposed fasteners or similar defects. All corners, reveals and joints shall be milled to matching adjoining pieces and shall be fabricated so that they are straight and/or configured to match the Design Intent Documents.
- G. Defective workmanship of any type shall not be tolerated and will result in rejection of the supplied product.

**7.2 Systems Performance Requirements**

- A. General: Signage Contractor shall engineer, fabricate and install signs to meet Performance Requirements included in these Specifications and the following criteria:

- 1. Code Compliance: Work, including structural loading, shall comply with all applicable Federal, State and Local Codes and applicable regulations of authorities having jurisdiction including ADA compliance.
  - 2. Design Criteria: The Drawings and Specifications indicate sizes, colors, layouts, profiles, critical details and dimensional requirements of signs.
- B. Windloading: All sign types and supporting devices, anchorage, etc. must be designed to withstand a wind speed of 100 mph (unless specified otherwise by the Wisconsin Building Code or local ordinances) on the total sign area applied in all directions and comply with all applicable codes.
  - C. Thermal Movement Temperature Change (range): 120 degrees Fahrenheit ambient, 180 degrees Fahrenheit material surfaces.
  - D. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

**7.3 Typography & Graphics**

- A. The Sign Contractor shall report any discrepancies or conflicting sign specifications, such as message too long for specified format, to the Owner for resolution.
- B. The applicable typefaces for this project shall be indicated in the design documents. All fonts specified must be purchased by the Sign Contractor for use in this program.
- C. Electronic art for graphics, logos and symbols shall be supplied by the Owner or Designer for the Sign Contractor’s use in producing electronically cut images, patterns, or friskets. This is the only acceptable source of art for the logos and symbols. Sign Contractor shall not use artwork included as part of these Documents for final photography or digitizing.
- D. All final output or implementation of typography and graphics are to be sharp (without serrated or irregular edges) and exactly true to the letter style and/or design form.
- E. Sign Contractor shall allow for hand kerning of messages, at no additional cost, in which letters and numbers, although adequately spaced, appear to the Owner to be less readable, or unsatisfactorily spaced.

**7.4 Color**

- A. Color Specifications: Sign Contractor shall provide products matching those listed below in both color and quality. For colors requiring a match, products shall be used which best match the paint swatch specified. Samples shall be submitted in accordance with the requirements of Section 5.0 and of these Specifications for approval prior to fabrication.
- B. Color specifications for the work of the project are listed in the Design Documents.
- C. Consult the Design Documents to ascertain all sign components to receive color.
- D. Coatings are to accurately match the color specified. The number of coatings must be adequate to achieve the color specified. Three (3) samples of each color using the actual coating type must be submitted for approval prior to production, in accordance with Section 5.0 of these Specifications.

**7.5 Finish**

- A. All coating applications are to be smooth and consistently uniform. The cured coating surface is to have a uniform finish that matches the specified color and finish.
- B. Exact identification of all coatings and a description of the method of application shall be identified in the Shop Drawings.
- C. Color breaks that occur on the sign face are to be sharp, even, with no serration or color bleed. All splatters, drips, spills and over sprays shall be removed.

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- D. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- E. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- F. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

**7.6 Masonry**

- A. Scope: The Contractor shall furnish all labor, materials, tools, equipment and scaffolding, transportation, cartage, etc., required for the complete installation of all masonry as shown on the drawings and specified herein.
- B. Built-in Items: The Contractor shall build into the masonry, where required, all bolts, anchors, inserts, and the like.
- C. Protection: Masonry work shall be protected from freezing and from the elements at all times. The tops of masonry walls shall be covered at nights and at other times as required when not being worked on, with a waterproof covering to prevent water from entering the wall.
- D. Workmanship: All masonry work to be built up with true and even surfaces to proper heights, dimensions and forms, and carefully plumbed and leveled in all cases. All work is to be carried up continuously insofar as practicable.
- E. Performance: All exterior masonry construction shall be so built that it will be completely weather-tight and for a period of one (1) year from the completion and final acceptance of the building, the Masonry Contractor shall so guarantee.
- D. Limestone Panels:
  - 1. Acceptable Manufacturer: Stoneply Co., 4400 Oneal, Greenville, TX 75404  
Tel: (903) 454-0904, Fax: (903)454-3642, Email: sales@stoneply.com  
www.StonePly.com
    - a. Material: Reinforced stone panel with either aluminum or honeycomb composite backing bonded by high strength epoxy (Backing thickness varies per material - Sign Contractor to coordinate with StonePly)
    - b. Facing: 1/4" thickness
    - c. Finish: Honed
    - d. Accessories: Anchorage and connection hardware, including Z clips, locking channels, concealed anchor plates, angle clips, structural silicone, epoxy and threaded metal inserts shall be furnished and installed under this contract. Such hardware shall be as engineered, and of sufficient size and strength to support the panels and resist the applied loads. All fastening shall be concealed. All panel mounting details shall be as approved by StonePly Co. Engineering Department prior to installation.  
  
Joint sealants shall be pre tested for compatibility with the natural stone panel facing selected.
  - 2. Alternate/Substitute: Solid limestone slab or veneer
    - a. Thickness to be determined by Sign Contractor and stone supplier

- b. Finish: Honed
- c. Accessories: All anchorage and connection hardware/adhesives to be coordinated between Sign Contractor and stone supplier. Such hardware shall be as engineered, and of sufficient size and strength to support the panels and resist the applied loads. All fastening shall be concealed.  
  
Joint sealants shall be pre tested for compatibility with the natural stone panel selected.

**7.7 Aluminum & Steel**

Separation of Metals: There shall be no bare aluminum in contact with any other metals, wood or concrete. Contact surfaces shall be separated by a coating of zinc chromate and aluminum paint, or a heavy body bituminous paint or by a gasket.

- A. Aluminum Castings: ASTM B 26/B 26M, of alloy and temper recommended by sign manufacturer for casting process used and for use and finish indicated.
- B. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 5005-H32.
- C. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 6063-T5.
- D. Steel Members Fabricated from Plate or Bar Stock: ASTM A 529/A 529M or ASTM A 572/A 572M, 42,000-psi (290-MPa) minimum yield strength.
- E. For steel exposed to view on completion, provide materials having flat, smooth surfaces without blemishes. Do not use materials whose surfaces exhibit pitting, seam marks, roller marks, rolled trade names, or roughness.

**7.8 Laser-cut Characters**

Provide characters with square-cut smooth edges.

**7.92 Acrylic Sheet**

Acrylic Sheet: ASTM D 4802, Category A-1 (cell-cast sheet), Type UVA (UV absorbing).

**7.10 Paints/Coatings/Finishes**

- A. Surface Preparation: Signage Contractor shall remove mill scale and rust, if present from uncoated steel and prime for painted finish.
- B. Only highest quality 2-part catalyst-hardened acrylic polymer coatings are to be used. Color fastness is of utmost importance as well as quality and other assurances against abnormal deterioration such as peeling, cracking, crazing, etc.
- C. Coatings shall be prepared as designated by the manufacturers latest literature for surface preparation and application but in no case less than one (1) applicable primer coat and two (2) final full coats. All finished surfaces shall be uniform.
- D. All coatings (paint, ink, etc.) should have UV inhibitors, and should not fade or discolor when exposed to ultraviolet light.
- E. Colors shall match color designations as indicated on the drawings.
- F. Sign Contractor shall protect mechanical finishes on exposed surfaces from damage by applying strippable, temporary protective covering before shipping.
- G. All paint finishes are to be satin unless otherwise noted in the Design Drawings.

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**7.11 Fasteners**

Signage Contractor shall use concealed fasteners fabricated from metals that are not corrosive to the sign material and mounting surface. All dissimilar materials must be separated from contact with each other. Fasteners shall be compatible with adjacent materials and substrates.

- A. Anchors and Inserts: Signage Contractor shall use nonferrous metal or hot-dipped galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Signage Contractor shall use expansion bolts or other fastening devices for drilled-in-place anchors designed to withstand all required loads. Signage Contractor shall furnish inserts, as required, to be set into concrete or masonry work.
- B. Exposed Fasteners: Sign Contractor shall finish exposed fasteners to match adjacent surfaces and as directed by Owner to achieve an attractive, finished appearance.

**7.12 Illumination**

- A. All internally illuminated signs shall be illuminated using the Manufacturer’s standard LED lighting and shall include transformers, insulators, and other components. Make provisions for servicing and concealing connections to electrical systems.
- B. Sign Contractor shall be responsible for painting the inside of signs or providing diffusers, if needed, to achieve proper level of illumination.
- C. Electrical Components, Devices, and Accessories: All materials and equipment shall be listed, labeled or certified by Underwriters Laboratories, Inc, or by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

**7.15 Digital Display**

The digital display specified in the Design Intent Documents is for bidding and guideline purposes only. The Sign Contractor shall coordinate with the Owner, the requirements of the digital display system. The display must meet the following minimum requirements:

- A. Exterior-rated: Must withstand local weather conditions and be able to be read in both sunlight and at night. Shall withstand fading from exposure to sunlight.
- B. Sign Contractor to submit warranty information to Owner for review prior to fabrication.
- C. Acceptable Manufacturer: Watchfire (or approved equal)  
Contact: Jeff Pezzano, Territory Manager, Eastern Ohio and Western Pennsylvania Regional Office cell 419-343-4724, email jeff.pezzano@watchfire.com, www.watchfiresigns.com
  - 1. Pixel Pitch: W8mm LED RGB
  - 2. Pixel Matrix: 180 X 756
  - 3. Ventilation Style: Front Ventilation
  - 4. Video: Must have video capabilities
  - 5. Alternate:  
Sign Contractor shall submit alternate pricing for:  
W10mm LED RGB Pixel Pitch with a Pixel Matrix of 150 X 630

**8.0 Fabrication**

Signage Contractor shall provide sign copy to comply with the requirements indicated for size, styles, spacing, content, positions, materials, finishes, and colors of letters, numbers and symbols, and other

graphic devices and construct to accurate details and dimensions as shown, and as reviewed on shop drawings. Exposed fasteners on finished sign faces will not be allowed, unless specifically indicated. Signage Contractor shall conceal wiring, conduit, and other electrical items within sign enclosures.

**8.1 Shop Assembly**

Signage Contractor shall pre-assemble items in shop to greatest extent possible to minimize field splicing and assembly. Signage Contractor shall disassemble units only as necessary for shipping and handling limitations. Signage Contractor shall clearly mark units for reassembly and coordinated installation.

**8.2 Welding**

All welding procedures shall conform to applicable AWS specifications. Type of alloy filler metal and electrodes to be that which is recommended by producer of metal to be welded, and as required for color match, strength and compatibility in the fabricated items.

**8.3 Flatness of Panels**

Panels shall show no visible distortion when viewed in installed position.

**8.4 Cutting/Routing**

Signage Contractor shall cut and route in a manner to produce smooth, true, and clean edges and corners of finished graphics and letterforms. Graphics and letterforms having positive or negative corners, nicked, cut or ragged edges are not acceptable. Signage Contractor shall align and maintain parallel baselines and margins as indicated on the drawings.

**9.0 Execution**

Quality and acceptability of the fabricators’ work will be monitored throughout the fabrication and installation phases of the project. Work will be reviewed by the Owner.

**9.1 Shop Reviews**

Contractor shall notify Owner at least 48 hours in advance of operations requiring reviews.

**9.2 Site Reviews**

Upon arrival of any shipment of sign units or materials, the Sign Contractor shall inspect the shipment to verify that no damage has occurred that will adversely affect the performance or appearance of the units or materials. The Owner shall not accept, as approved, any units or materials previously rejected.

**9.3 Sign Locations**

The Sign Contractor shall field verify all proposed sign locations and conduct a walk-thru with the Owner in order to obtain a written approval of the proposed locations before installation of the sign units. All locations must be permitted through the appropriate permitting/approval process (by Sign Contractor).

**9.4 Punch List**

Immediately after installation of the signs, the Sign Contractor shall arrange for the Owner to review the work in place and give written notice of any deviations, errors, missions or other unacceptable condition in a punch list to be prepared and distributed to the proper fabricators or consultants for correction.

**9.5 Final Sign-Off**

At final completion of all work, including punch list items for each group of signs, the Sign Contractor shall arrange for a final review by the Owner for the purpose of obtaining a written approval of the fabrication and installation of the units.

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**10.0 Installation**

The installation of fixed materials shall be under the general direction of the Owner in accordance with applicable specifications and layout drawings.

**10.1 Preparation**

Signage Contractor shall coordinate setting drawings, diagrams, templates, instructions and directions for the installation of items having integral anchors which are to be embedded in concrete. Signage Contractor shall coordinate delivery of such items to applicable trades for installation. Sign Contractor is also responsible for procuring any required signage or building permits, including obstruction permits that may be necessary while installing within city streets and public right-of-ways. Sign Contractor is responsible for coordinating with utility companies regarding the location of underground utilities prior to installation.

Owner will be responsible for demolition and removal of existing sign structure. Existing foundation may be used if deemed viable by the Sign Contractor. Sign Contractor is to coordinate with Owner prior to demolition and removal of existing sign structure.

**10.2 Delivery to Premise**

Sign Contractor is responsible for securing staging and storage areas. Unless indicated to the contrary, items of loose material shall be delivered, uncrated, assembled, set in proper place and installed ready for use, free from breakage, blemishes or other defects.

**10.3 Anchors and Inserts**

Signage Contractor shall furnish inserts and anchoring devices which must be set in concrete or built into masonry for installation of this work, provide setting drawings, templates, instructions and directions for installation of anchorage devices and provide units with exposed surfaces matching the texture and finish of metal item anchored.

**10.4 Cutting/Fitting/Placement**

Signage Contractor shall perform all cutting, drilling and fitting required for installation, set work accurately in location, alignment and elevation, plumb, level and true, measured from established lines and levels, and provide temporary bracing or anchors as required.

Signage Contractor shall form tight joints with exposed connection accurately fitted with uniform reveals and spaces for sealants and joint fillers. Where cutting, welding and grading are required for proper shop fitting and jointing of the work, Signage Contractor shall restore finishes to eliminate any evidence of corrective work.

Signage Contractor shall not cut or abrade finishes which cannot be completely restored in field. Signage Contractor shall return items with such finishes to the shop for required alterations, followed by complete refinishing or providing new units at Signage Contractor option.

**10.5 Erection**

All surfaces shall be covered with protective non-deleterious to finish for protection until final installation or erection. Signage Contractor shall complete all connections in proper alignment and tighten bolts securely. Leveling is to be done only by instruments; measuring equal distances from existing surfaces will not be acceptable as a basis of level and/or plumb. After erection, all surfaces marred during erection and exposed bolts, bolt heads, etc., shall be retouched with same paint as previous.

**10.6 Protective Coverings**

Sign Contractor shall restore protective coverings which have been damaged during shipment or installation

of the work, remove protection when requested for inspection of finishes and replace, retain protective coverings intact and remove simultaneously from similar finished items to preclude non-uniform oxidation and discoloration and remove protective coverings only when there is no possibility of damage from other work yet to be performed at the same location.

**10.7 Cleaning of Premises/Signs**

The Signage Contractor shall use special care in the disposition of excess materials and rubbish. Rubbish shall not be allowed to accumulate but shall be consistently collected and removed at the completion of this work, on a daily basis.

After installation, Signage Contractor shall clean soiled sign surfaces according to manufacturer's written instructions, Signage Contractor shall protect signs from damage until acceptance of Owner and shall touch up all nicks, scratches, fasteners that require color.

date 12.20.23

contact

project CBW1808

phase Design Intent

**NOT FOR CONSTRUCTION**

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sheet



pm G. Gerken  
design K. Fromet

City of Beachwood  
Digital Monument Sign

Performance Specifications

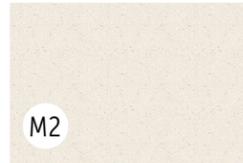


## MASONRY



### Stone Veneer:

Snap or Natural Face Sandstone  
Random Size 4" Thick Veneer Mix:  
50% "Crab Orchard Sandstone", Brown Range, Origin Tennessee  
50% "Briarhill Sandstone", Heavy Brown, Origin S. Ohio  
*Grout/mortar color to be determined*



### Limestone:

StonePly lightweight natural stone panels ([www.stoneply.com](http://www.stoneply.com))  
or approved equal  
Finish: Honed  
Color: Cottonwood Limestone (or match)  
*Grout/mortar color to match limestone*

- All stone & concrete specified above must be submitted for approval.
- Sign contractor must submit grout/mortar color options for selection by Owner/Designer.

### Additional Material Notes:

- Sign faces & all metal components are to be aluminum.
- Mechanical fasteners to be stainless steel on all sign components. When in contact with masonry, Sign Contractor is responsible for specifying proper fastener/material to prevent corrosion and rusting.
- Separate dissimilar materials where necessary.
- See Performance Specifications and Design Intent Drawings for additional notes.

## PAINT COLORS



Matthews Paint  
MP42219SP Capri Blue



Matthews Paint  
MP41342SP Brushed Aluminum



Black to match LED  
message board



To Be Determined  
Color is used for engraved text. Color is to be a darker tone of the limestone that provides adequate contrast for legibility. Sign contractor to provide color options to Owner for selection.

*Painted surfaces should have a satin finish unless specified otherwise in the sign type drawings.*

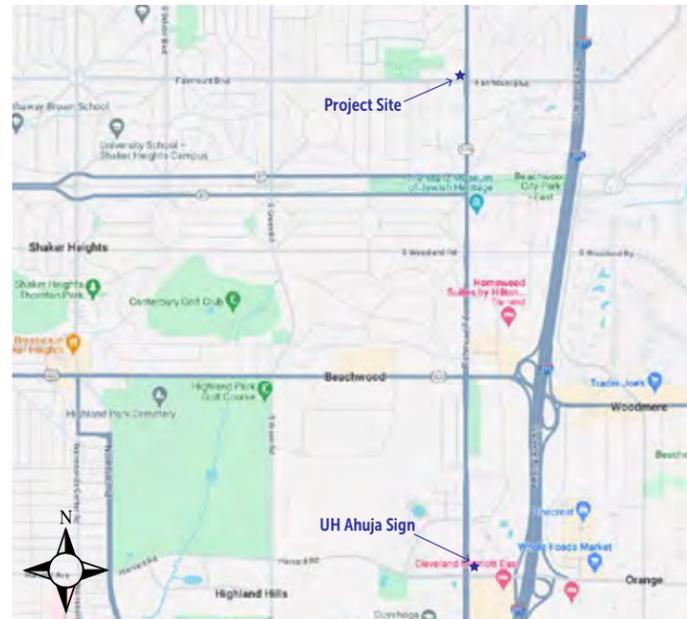
## GENERAL NOTES

1. Sign contractor shall be responsible for design and engineering of supports, anchors and miscellaneous steel or metal required for installation.
2. The sign contractor must submit stamped structural engineered shop drawings. The sign contractor's structural engineer shall be licensed in the State of Ohio and certify all connections and support details.
3. Isolate dissimilar materials as required.
4. Field dimensions shall be taken by the sign contractor prior to preparation of shop drawings and fabrication where possible. It is the responsibility of the sign contractor to site verify all sign locations for accuracy, fit, and potential obstacles. Sign contractor shall notify appropriate person(s) of any issues, discrepancies and potential obstacles per the attached Performance Specifications, contract or specified communication process.
5. It is the responsibility of the sign contractor to contact OUPS and verify locations of underground utilities.
6. Sign contractor must obtain all permits and field inspection approvals necessary to complete work per City requirements. All sign locations need to be located and staked by sign contractor and approved by city prior to installation.
7. Masonry dimensions are approximate; sign contractor to verify and adjust as needed. Final dimensions must appear on shop drawings for review and approval.
8. Sign contractor must clean and seal masonry to prevent moisture, discoloration and other defects due to weather and environmental conditions.
9. Sign contractor must submit concrete, stone, and mortar samples for review and approval.
10. Sign contractor shall follow any additional requirements presented in the attached Performance Specifications and Design Intent Documents.



### Reference Image

Stone base is to match University Hospitals Ahuja Medical Center sign on the corner of Richmond Rd. & Harvard Rd.



Site Plan

## LOGOS

Electronic artwork to be provided by Owner or Designer.  
Do not trace or scan from this document.

CITY OF  
**Beachwood**

City Name

Script B

Script B

date 12.20.23

contact

project CBW1808

phase Design Intent

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**Guide**  
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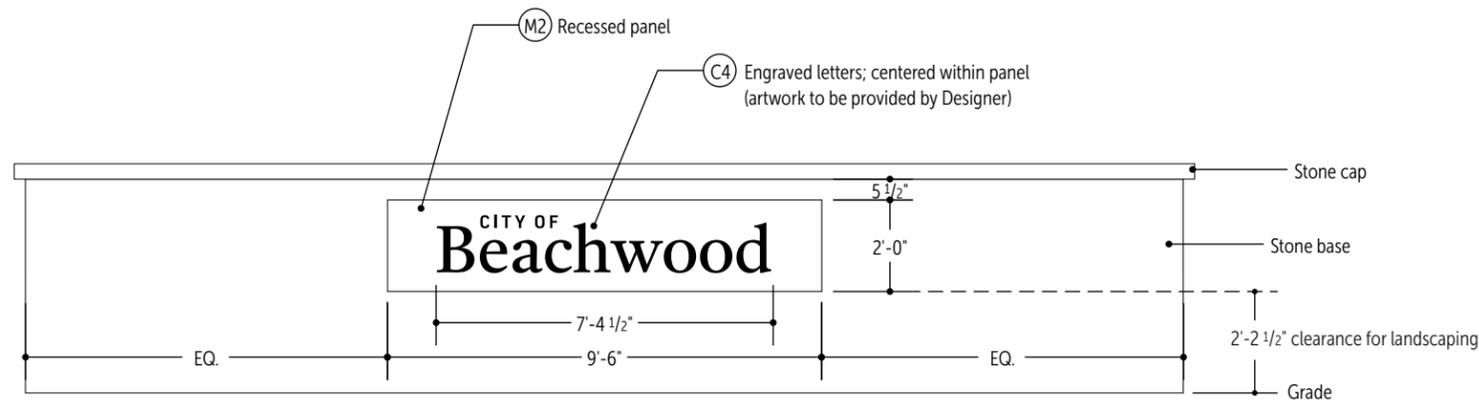
City of Beachwood  
Digital Monument Sign

Colors, Materials, & Graphics

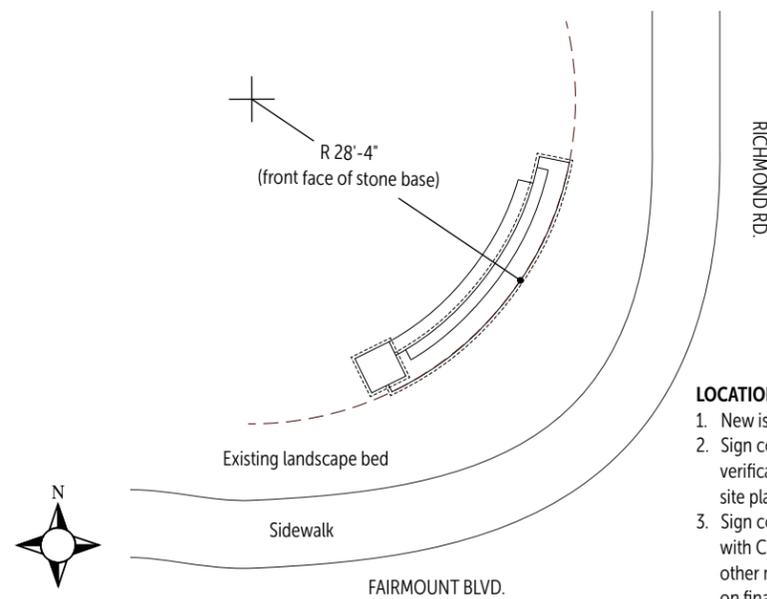
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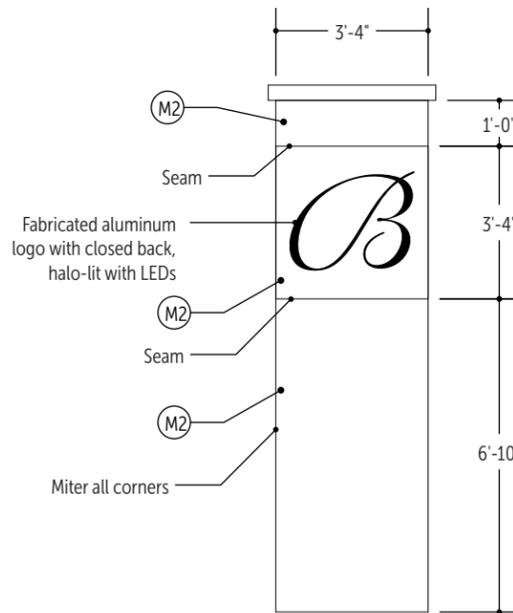
**CITY NAME DETAIL**  
SCALE: 1/4"=1'



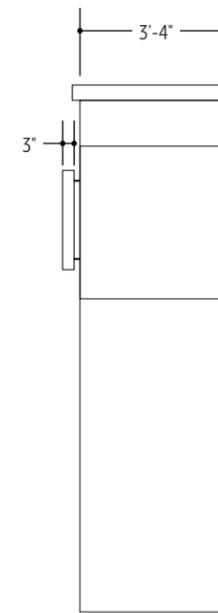
**SITE PLAN VIEW**  
(NW Corner of Fairmount/Richmond Intersection)  
SCALE: 1/4"=1'

**LOCATION NOTES:**

1. New is to replace existing sign.
2. Sign contractor to perform field verification & provide dimensioned site plan.
3. Sign contractor is to review location with City using stakes, mock-up, or other methods to obtain approval on final placement.



**COLUMN DETAIL**  
SCALE: 1/4"=1'



**SIDE DETAIL**  
SCALE: 1/4"=1'

**BIDDING NOTE:** Sign contractor may suggest/recommend alternate limestone products. Internal structure may need to be altered based on thickness of product. Sign Contractor must submit Base Bid along with Alternate prices. Acceptance of alternates are subject to review & approval by the City.

**Base Bid:** StonePly lightweight natural stone panels & mounting  
www.stoneply.com

**Alternate:** Solid (Typical) Limestone Slab or Veneer

\*See Performance Specifications for additional details

**GENERAL NOTES**

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8. Sign contractor must clean and seal masonry to prevent moisture, discoloration and other defects due to weather and environmental conditions.
9. Sign contractor must submit concretet, stone, and mortar samples for review and approval.
10. Sign contractor shall follow any additional requirements presented in the attached Performance Specifications and Design Intent Documents.

date 12.20.23

contact

project CBW1808

phase Design Intent

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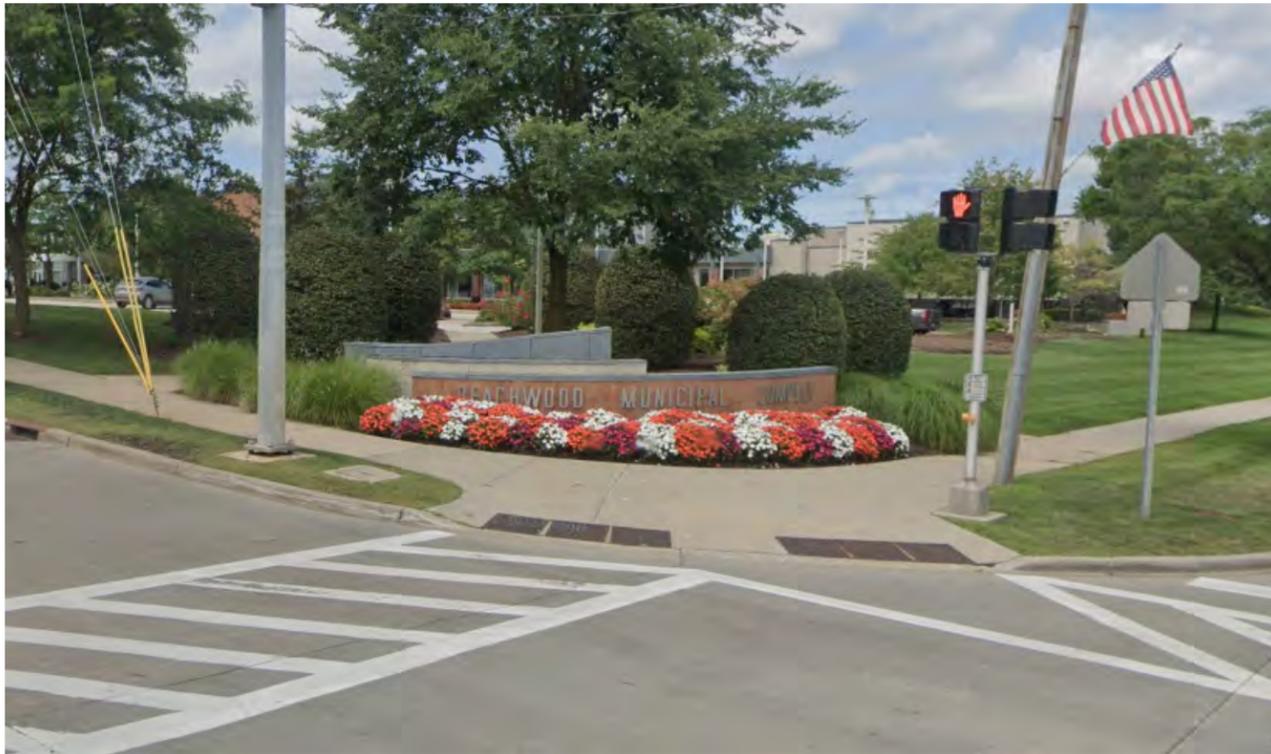


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Details

3



EXISTING SIGN



NEW SIGN



EXISTING SIGN



EXISTING SIGN

**GENERAL NOTES**

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8. Sign contractor must clean and seal masonry to prevent moisture, discoloration and other defects due to weather and environmental conditions.
9. Sign contractor must submit concrete, stone, and mortar samples for review and approval.
10. Sign contractor shall follow any additional requirements presented in the attached Performance Specifications and Design Intent Documents.

**BIDDING NOTE:** City will demolish & remove existing structure/sign. Existing foundation may be used if viable (to be determined by sign contractor).  
**Base Bid:** New sign & new foundation  
**Deduct Alternate:** New sign, re-use existing foundation

date 12.20.23

contact

project CBW1808

phase Design Intent

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City of Beachwood  
 Digital Monument Sign

Reference Photos

4

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

**TO:** Mayor Justin Berns

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

**DT:** January 23, 2024

**RE:** Council Agenda Item: 2024 Road Program

---

Mayor,

The 2024 Road Program will include the resurfacing of the City Hall, Community Center, Police Department and Aquatic Facility parking lots. We are also going to resurface Fire Station Drive and perform concrete slab repair on Commerce Park, Mercantile and Richmond Roads.

Below is a breakdown of the cost estimates provided by the GPD Group:

- 1) City Hall and Community Center Parking Lot - \$1,377,675
- 2) Police Parking Lot - \$394,654
- 3) Aquatic Facility Parking Lot - \$464,934
- 4) Fire Station Drive - \$181,000
- 5) Concrete and Asphalt Patch Program - \$1,500,000

GPD's construction estimate is \$3,918,263.00 with an estimated \$60,000 in construction design and \$90,000 in administration and inspection. With your approval, I would like to place this item on the next council agenda and begin the bidding process. Please contact me with any questions you may have in regards to this agenda item.

**Motion Adopted February 5, 2024**



MEMORANDUM

2024119.02

To: Chris Arrietta, Public Works Director

From: Joseph R. Ciuni, P.E. P.S.  
City Engineer

Date: January 23, 2024

Re: 2024 Road Program

After our recent Engineering Meeting with the Mayor, we have revisited the site and measured the curbs to be replaced and we have updated the scope of work and the cost estimates. Below is a summary of costs and we have attached the back-up data for the estimated costs. The following is the recommendation for the 2024 Road Program:

1. Parking Lots:
  - a. City Hall and Community Center Lot = \$1,377,675
  - b. Police Lot and City Hall Garage Lot = \$ 394,654
  - c. Community Center West Lot (pool parking lot) = \$ 464,934
  
2. Roads:
  - a. Fire Station Drive = \$ 181,000
  - b. Concrete and Asphalt Patch Program = \$1,500,000\*

- We applied to the County for funding for the material cost of this project.

Summary of costs:

1. Parking Lots	\$ 2,237,263
2. Roads	\$ <u>1,681,000</u>
Total =	\$3,918,263.00

Engineering design fees for this project are estimated at \$60,000 and the construction Administration/Inspection are estimated at \$ 90,000.00. We are ready to begin work as soon as we receive written notice to proceed.

**2024 PARKING LOT RESURFACING ESTIMATES**

PLANNING LEVEL ESTIMATES OF PROBABLE CONSTRUCTION COST

1 DECEMBER 2022



FACILITY	CMS	DESCRIPTION	QUANTITY	UNIT	UNIT \$	Total
CITY HALL AND COMMUNITY CENTER LOT	202	CURB REMOVED	2700	FT	\$ 10.00	\$ 27,000.00
	202	WALK REMOVED	5447	SF	\$ 2.00	\$ 10,894.00
	203	EXCAVATION (FOR PAVEMENT REPAIR)	310	CY	\$ 25.00	\$ 7,750.00
	203	EXCAVATION, AS PER PLAN (T=6")	15	CY	\$ 26.00	\$ 390.00
	204	SUBGRADE COMPACTION	593	SY	\$ 4.00	\$ 2,372.00
	204	PROOF ROLLING	5	HRS	\$ 5.00	\$ 25.00
	301	ASPHALT CONCRETE BASE, PG64-22 (T=3")	50	CY	\$ 100.00	\$ 5,000.00
	304	AGGREGATE BASE (FOR PAVEMENT REPAIR), AS PER PLAN	310	CY	\$ 55.00	\$ 17,050.00
	304	AGGREGATE BASE (T=4")	66	CY	\$ 55.00	\$ 3,630.00
	407	NON-TRACKING TACK COAT, (0.055 GAL/SQ YD)	713	GAL	\$ 4.00	\$ 2,852.00
	408	NON-TRACKING TACK COAT, (0.085 GAL/SQ YD)	1102	GAL	\$ 4.00	\$ 4,408.00
	441	1 1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22, AS PER PLAN	545	CY	\$ 270.00	\$ 147,150.00
	441	2" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448), PG64-22, AS PER PLAN	725	CY	\$ 210.00	\$ 152,250.00
	608	4" CONCRETE WALK, AS PER PLAN	2135	SF	\$ 20.00	\$ 42,700.00
	608	CURB RAMP, AS PER PLAN	3300	SF	\$ 15.00	\$ 49,500.00
	608	CURB, TYPE 6, AS PER PLAN	2700	FT	\$ 30.00	\$ 81,000.00
	611	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	21	EACH	\$ 1,000.00	\$ 21,000.00
	611	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	3	EACH	\$ 1,500.00	\$ 4,500.00
	611	CATCH BASIN, MISC.: CATCH BASIN CLEANING	24	EACH	\$ 250.00	\$ 6,000.00
	611	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	5	EACH	\$ 1,250.00	\$ 6,250.00
611	MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN	1	EACH	\$ 1,500.00	\$ 1,500.00	
614	MAINTAINING TRAFFIC, AS PER PLAN	1	LS	\$ 5,000.00	\$ 5,000.00	
623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS	\$ 5,000.00	\$ 5,000.00	
624	MOBILIZATION	1	LS	\$ 15,000.00	\$ 15,000.00	
644	STOP LINE	101	FT	\$ 6.00	\$ 606.00	
644	CENTER LINE	113	FT	\$ 2.50	\$ 282.50	

FACILITY	CMS	DESCRIPTION	QUANTITY	UNIT	UNIT \$	Total
CITY HALL AND COMMUNITY CENTER LOT	644	TRANSVERSE/DIAGONAL LINE, WHITE	770	FT	\$ 5.00	\$ 3,850.00
	644	PARKING LOT STALL LINE, WHITE	5146	FT	\$ 2.00	\$ 10,292.00
	644	HANDICAP SYMBOL MARKING	24	EACH	\$ 150.00	\$ 3,600.00
	644	CHANNELIZING LINE, 8", WHITE	120	FT	\$ 2.50	\$ 300.00
	644	LANE ARROW	14	EACH	\$ 110.00	\$ 1,540.00
	645	WORD ON PAVEMENT, 48"	8	EACH	\$ 125.00	\$ 1,000.00
	832	INLET PRTECTION	24	EACH	\$ 250.00	\$ 6,000.00
	SPECIAL	MISCELLANEOUS METALS	5000	LBS	\$ 2.00	\$ 10,000.00
	SPECIAL	PRE-CONSTRUCTION VIDEO	1	LS	\$ 750.00	\$ 750.00
	SPECIAL	CONTINGENCY ALLOWANCE	1	LS	\$ 50,000.00	\$ 50,000.00
	SPECIAL	PAVEMENT PULVERIZATION REMOVAL AND SURFACE PREPARATION	1600	CY	\$ 25.00	\$ 40,000.00
	SPECIAL	BRICK PAVERS AND CONCRETE BASE REMOVED	5329	SF	\$ 6.00	\$ 31,974.00
	SPECIAL	STAMPED CONCRETE, INCLUDING AGGREGATE BASE	5329	SF	\$ 40.00	\$ 213,160.00
	SPECIAL	PAVEMENT PULVERIZATION (T=12")	12370	SY	\$ 5.00	\$ 61,850.00
	SPECIAL	CEMENT STABILIZATION (T=8")	12370	SY	\$ 25.00	\$ 309,250.00
	SPECIAL	REMOVE GRASS ISLAND, INSTALL PAVEMENT AND STRIPING	2	EA	\$ 7,500.00	\$ 15,000.00
<b>CITY HALL AND COMMUNITY CENTER LOT Total</b>						<b>\$ 1,377,675.50</b>
COMMUNITY CENTER WEST LOT	202	CURB REMOVED	500	FT	\$ 10.00	\$ 5,000.00
	202	WALK REMOVED	1517	SF	\$ 2.00	\$ 3,034.00
	203	EXCAVATION (FOR PAVEMENT REPAIR)	191	CY	\$ 25.00	\$ 4,775.00
	251	PARTIAL DEPTH PAVEMENT REPAIR (441), AS PER PLAN	1145	SY	\$ 60.00	\$ 68,700.00
	253	PAVEMENT REPAIR, AS PER PLAN	500	SY	\$ 80.00	\$ 40,000.00
	254	PAVEMENT PLANING, ASPHALT CONCRETE (T=3 1/2")	7629	SY	\$ 4.00	\$ 30,516.00
	304	AGGREGATE BASE (FOR PAVEMENT REPAIR), AS PER PLAN	191	CY	\$ 55.00	\$ 10,505.00
	407	NON-TRACKING TACK COAT, (0.055 GAL/SQ YD)	420	GAL	\$ 4.00	\$ 1,680.00
	408	NON-TRACKING TACK COAT, (0.085 GAL/SQ YD)	649	GAL	\$ 4.00	\$ 2,596.00
	441	1 1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22, AS PER PLAN	320	CY	\$ 220.00	\$ 70,400.00
	441	2" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448), PG64-22, AS PER PLAN	425	CY	\$ 210.00	\$ 89,250.00
	608	4" CONCRETE WALK, AS PER PLAN	603	SF	\$ 20.00	\$ 12,060.00
	608	CURB RAMP, AS PER PLAN	914	SF	\$ 15.00	\$ 13,710.00
	608	CURB, TYPE 6, AS PER PLAN	500	FT	\$ 30.00	\$ 15,000.00
	611	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	5	EACH	\$ 1,000.00	\$ 5,000.00

FACILITY	CMS	DESCRIPTION	QUANTITY	UNIT	UNIT \$	Total
<b>COMMUNITY CENTER WEST LOT</b>	<b>611</b>	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	<b>1</b>	EACH	\$ 1,500.00	\$ 1,500.00
	<b>611</b>	CATCH BASIN, MISC.: CATCH BASIN CLEANING	<b>6</b>	EACH	\$ 250.00	\$ 1,500.00
	<b>611</b>	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	<b>1</b>	EACH	\$ 1,250.00	\$ 1,250.00
	<b>611</b>	MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN	<b>1</b>	EACH	\$ 1,500.00	\$ 1,500.00
	<b>614</b>	MAINTAINING TRAFFIC, AS PER PLAN	<b>1</b>	LS	\$ 5,000.00	\$ 5,000.00
	<b>623</b>	CONSTRUCTION LAYOUT STAKES AND SURVEYING	<b>1</b>	LS	\$ 3,000.00	\$ 3,000.00
	<b>624</b>	MOBILIZATION	<b>1</b>	LS	\$ 15,000.00	\$ 15,000.00
	<b>644</b>	TRANSVERSE/DIAGONAL LINE, WHITE	<b>248</b>	FT	\$ 5.00	\$ 1,240.00
	<b>644</b>	PARKING LOT STALL LINE, WHITE	<b>3584</b>	FT	\$ 2.00	\$ 7,168.00
	<b>644</b>	HANDICAP SYMBOL MARKING	<b>10</b>	EACH	\$ 150.00	\$ 1,500.00
	<b>832</b>	INLET PRTECTION	<b>6</b>	EACH	\$ 250.00	\$ 1,500.00
	<b>SPECIAL</b>	MISCELLANEOUS METALS	<b>3400</b>	LBS	\$ 2.00	\$ 6,800.00
	<b>SPECIAL</b>	PRE-CONSTRUCTION VIDEO	<b>1</b>	LS	\$ 750.00	\$ 750.00
	<b>SPECIAL</b>	CONTINGENCY ALLOWANCE	<b>1</b>	LS	\$ 45,000.00	\$ 45,000.00
<b>COMMUNITY CENTER WEST LOT Total</b>						<b>\$ 464,934.00</b>
<b>POLICE LOT &amp; CITY HALL GARAGE</b>	<b>202</b>	CURB REMOVED	<b>400</b>	FT	\$ 10.00	\$ 4,000.00
	<b>202</b>	WALK REMOVED	<b>265</b>	SF	\$ 2.00	\$ 530.00
	<b>203</b>	EXCAVATION (FOR PAVEMENT REPAIR)	<b>140</b>	CY	\$ 25.00	\$ 3,500.00
	<b>251</b>	PARTIAL DEPTH PAVEMENT REPAIR (441), AS PER PLAN	<b>836</b>	SY	\$ 60.00	\$ 50,160.00
	<b>253</b>	PAVEMENT REPAIR, AS PER PLAN	<b>836</b>	SY	\$ 80.00	\$ 66,880.00
	<b>254</b>	PAVEMENT PLANING, ASPHALT CONCRETE (T=3")	<b>5570</b>	SY	\$ 4.00	\$ 22,280.00
	<b>255</b>	FULL DEPTH PAVEMENT REMOVAL & RIGID REPLACEMENT, CLASS QC MS, AS PER PLAN	<b>100</b>	SY	\$ 150.00	\$ 15,000.00
	<b>304</b>	AGGREGATE BASE (FOR PAVEMENT REPAIR), AS PER PLAN	<b>140</b>	CY	\$ 55.00	\$ 7,700.00
	<b>407</b>	NON-TRACKING TACK COAT, (0.055 GAL/SQ YD)	<b>307</b>	GAL	\$ 4.00	\$ 1,228.00
	<b>408</b>	NON-TRACKING TACK COAT, (0.085 GAL/SQ YD)	<b>474</b>	GAL	\$ 4.00	\$ 1,896.00
	<b>422</b>	SINGLE CHIP SEAL, TYPE A	<b>5570</b>	SY	\$ 4.00	\$ 22,280.00
	<b>441</b>	1 1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22, AS PER PLAN	<b>235</b>	CY	\$ 220.00	\$ 51,700.00
	<b>441</b>	2" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448), PG64-22, AS PER PLAN	<b>315</b>	CY	\$ 210.00	\$ 66,150.00
	<b>608</b>	4" CONCRETE WALK, AS PER PLAN	<b>120</b>	SF	\$ 20.00	\$ 2,400.00
	<b>608</b>	CURB RAMP, AS PER PLAN	<b>145</b>	SF	\$ 40.00	\$ 5,800.00
	<b>608</b>	CURB, TYPE 6, AS PER PLAN	<b>150</b>	FT	\$ 30.00	\$ 4,500.00
	<b>611</b>	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	<b>6</b>	EACH	\$ 1,000.00	\$ 6,000.00

FACILITY	CMS	DESCRIPTION	QUANTITY	UNIT	UNIT \$	Total
<b>POLICE LOT &amp; CITY HALL GARAGE</b>	<b>611</b>	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	<b>1</b>	EACH	\$ 1,500.00	\$ 1,500.00
	<b>611</b>	CATCH BASIN, MISC.: CATCH BASIN CLEANING	<b>7</b>	EACH	\$ 250.00	\$ 1,750.00
	<b>611</b>	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	<b>2</b>	EACH	\$ 1,250.00	\$ 2,500.00
	<b>611</b>	MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN	<b>1</b>	EACH	\$ 1,500.00	\$ 1,500.00
	<b>614</b>	MAINTAINING TRAFFIC, AS PER PLAN	<b>1</b>	LS	\$ 5,000.00	\$ 10,000.00
	<b>623</b>	CONSTRUCTION LAYOUT STAKES AND SURVEYING	<b>1</b>	LS	\$ 3,000.00	\$ 3,000.00
	<b>624</b>	MOBILIZATION	<b>1</b>	LS	\$ 10,000.00	\$ 10,000.00
	<b>632</b>	LOOP DETECTORS	<b>1</b>	EACH	\$ 1,250.00	\$ 1,250.00
	<b>644</b>	CENTER LINE	<b>100</b>	FT	\$ 2.50	\$ 250.00
	<b>644</b>	TRANSVERSE/DIAGONAL LINE, WHITE	<b>200</b>	FT	\$ 5.00	\$ 1,000.00
	<b>644</b>	PARKING LOT STALL LINE, WHITE	<b>1350</b>	FT	\$ 2.00	\$ 2,700.00
	<b>644</b>	HANDICAP SYMBOL MARKING	<b>3</b>	EACH	\$ 150.00	\$ 450.00
	<b>832</b>	INLET PRTECTION	<b>7</b>	EACH	\$ 250.00	\$ 1,750.00
	<b>SPECIAL</b>	MISCELLANEOUS METALS	<b>4400</b>	LBS	\$ 2.00	\$ 8,800.00
	<b>SPECIAL</b>	PRE-CONSTRUCTION VIDEO	<b>1</b>	LS	\$ 750.00	\$ 750.00
	<b>SPECIAL</b>	VALVE BOX ADJUSTED TO GRADE	<b>1</b>	EACH	\$ 450.00	\$ 450.00
	<b>SPECIAL</b>	CONTINGENCY ALLOWANCE	<b>1</b>	LS	\$ 15,000.00	\$ 15,000.00
<b>POLICE LOT &amp; CITY HALL GARAGE Total</b>						<b>\$ 394,654.00</b>
<b>Total</b>						<b>\$ 2,237,263.50</b>

## Motion

### BEACHWOOD PUBLIC WORKS DEPARTMENT INTER-OFFICE MEMORANDUM

**TO:** Mayor Justin Berns

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

**DT:** January 23, 2024

**RE:** Council Agenda Item: Permission to Bid - (2) Heil Front Load Units on Auto Car Chassis

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Mayor,

As part of our 2024 Capital Budget, Public Works is requesting the purchase of (2) two Heil Residential Front Load Units mounted on Auto Car Chassis. These units will be replacing truck #33 (2009 International) and #34 (2008 International).

Our Solid Waste and Recycle Programs have been impacted by the lack of availability of parts due to lead time issues. In 2021, we purchased a Heil body on an Auto Car chassis and this unit has proven to be more reliable from both an operational standpoint and on the service/repair side. The purchase of these two units will balance our fleet and provide reliability for both our Solid Waste and Recycle Programs.

With your permission, I would like to place this item on the next council agenda and proceed with the bidding process. Please let me know if you have any questions in regards to these two units.

**Motion Adopted February 5, 2024**