

Beachwood City Council Meeting Agenda
Monday, November 18, 2019, 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-
Pledge led by: Henry Ascherman and Kellen Finley

Agenda Items

1. Roll Call
2. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
3. Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each)
4. Approval of Minutes

Approval of the Minutes of the Regular Council Meeting held on November 4, 2019

5. Communications Committee An Ordinance authorizing the Mayor to enter into a Contract with Entercom
Ordinance No. 2019-130 for Search Engine Marketing, in connection with the proposed
Communications Plan for 2020, from January 1, 2020 through December 31,
2020; and declaring this to be an urgent measure
6. Communications Committee An Ordinance authorizing the Mayor to enter into a Contact with Maidstone
Ordinance No. 2019-131 Creations, Inc. DBA The Beachwood Buzz and Debra Rapoport to perform
Special Writing and Printing Services, in connection with the Publication of
the Beachwood Insider, from January 1, 2020 through December 31, 2020;
and declaring this to be an urgent measure
7. Finance & Insurance Committee An Ordinance authorizing and directing the payment of Certain Claims (Bills)
Ordinance No. 2019-129 for Professional and Other Services; and declaring this to be an urgent
measure
8. Legal & Personnel Committee Motion to remain in the National Prescription Opiate Litigation Certified
Motion Class Action
9. Planning and Zoning An Ordinance accepting the Planning and Zoning Commission's
Commission recommendation of a Conditional Use Permit for a Parkinson's Disease
Ordinance No. 2019-132 Wellness Center to be located at 23905 Mercantile Road, Beachwood, Ohio;
and declaring this to be an urgent measure
10. Planning and Zoning An Ordinance accepting the Planning and Zoning Commission's
Commission recommendation for Variances located at 3750 Park East Drive, Beachwood,
Ordinance No. 2019-133 Ohio; and declaring this to be an urgent measure
11. Planning & Zoning Committee An Ordinance accepting the Planning and Zoning Commission's recommendation for Variances
Ordinance No. 2019-134 located at 3777 Richmond Road, Beachwood, Ohio; and declaring this to be an urgent measure

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| 12. | Public Works Committee
Ordinance No. 2019-135 | An Ordinance authorizing the Mayor to renew a Contract with Excalibur Auto Body, Inc. for Light/Medium Vehicle Bodywork and Refinishing; and declaring this to be an urgent measure |
| 13. | Public Works Committee
Ordinance No. 2019-136 | An Ordinance authorizing the Mayor to renew a Contract with Nulfco, Inc., for Vehicle Sandblasting and Painting; and declaring this to be an urgent measure |
| 14. | Public Works Committee
Ordinance No. 2019-137 | An Ordinance amending BCO Chapter 660 Titled "Safety, Sanitation, and Health" by amending Section 660.21 relating to Rubbish Collection; and declaring this to be an urgent measure |
| 15. | Public Works Committee
Motion | A Motion authorizing the Clerk of Council to advertise for bids for the 2020 Tree Planting Program |
| 16. | Safety & Public Health Committee
Ordinance No. 2019-138 | An Ordinance authorizing the Mayor to increase the Purchase Order amount for Prisoner Meals; and declaring this to be an urgent measure |
| 17. | Safety & Public Health Committee
Resolution No. 2019-139 | An Ordinance accepting a FY 2018 Assistance to Firefighters Grant (AFG) from the Federal Emergency Management Agency and the Department of Homeland Security, authorizing the Mayor to enter into an Agreement with Cuyahoga County for Reimbursement of the Local Non Federal Funds for the FY 2018 Assistance to Firefighters Grant (AFG), and authorizing the purchase of thirty (30) Self Contained Breathing Apparatus (SCBA) and associated operational equipment for the City of Beachwood Fire & Rescue Department; and declaring this to be an urgent measure |

**BEACHWOOD CITY COUNCIL MINUTES OF THE REGULAR COUNCIL MEETING
HELD AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS, 25325 FAIRMOUNT
BOULEVARD, ON MONDAY, NOVEMBER 4, 2019 AT 7:00 P.M.**

The meeting was called to order at 7:00 P.M. by Council President Brian Linick.

ROLL CALL:	Present:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
	Absent:	A. Isaacson, J. Pasch
	Also Present:	C. Arrietta, D. Calta, K. Carmen, W. Griswold, G. Haba, L. Heiser, S. Holtzman, T. Turick

MAYOR'S REPORTS

Mayor Horwitz read two letters from City of Beachwood residents. One letter was regarding an incident at Barkwood and praised the actions of City Employee Dave Trentanelli who helped catch a loose dog.

The other letter praised City Employees Esther Rutman and Shannon Diamond for all of their work on the Senior Trip to San Antonio.

COUNCIL MEMBERS (NON-AGENDA ITEMS)

Mr. Berns spoke about a Grant awarded to the City of Beachwood Department of Fire and Rescue for the purchase of Self-Contained Breathing Apparatus (SCBA).

Mr. Synenberg wished Good Luck to the Candidates running in the Election for School Board and City Council.

DEPARTMENT DIRECTOR REPORTS

Police Chief Haba read a Letter of Commendation for Patrol Officer Jacob Bertone.

CITIZEN'S REMARKS

Olivia Wilbur, a student at Beachwood High School spoke about Junior Achievement and a marketing project she is currently working on.

APPROVAL OF MINUTES

Approval of the Minutes of the Building and Grounds Committee Meeting held on October 21, 2019.

Moved by B. Linick, seconded by J. Berns, that the Minutes of the Building and Grounds Committee Meeting held on October 21, 2019 be approved.

ROLL CALL	Yes:	J. Berns, B. Linick, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.
MOTION ADOPTED		

Approval of the Minutes of the Economic Development Committee Meeting held on October 21, 2019.

Moved by B. Linick, seconded by J. Taylor, that the Minutes of the Economic Development Committee Meeting held on October 21, 2019 be approved.

ROLL CALL	Yes:	B. B. Janovitz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
MOTION ADOPTED		

Approval of the Minutes of the Regular Council Meeting held on October 7, 2019.

Moved by B. Linick, seconded by J. Taylor, that the Minutes of the Regular Council Meeting held on October 7, 2019 be approved.

ROLL CALL	Yes:	J. Berns, B. B. Janovitz, B. Linick, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
MOTION ADOPTED		

Approval of the Minutes of the Regular Council Meeting held on October 21, 2019.

Moved by B. Linick, seconded by J. Berns, that the Minutes of the Regular Council Meeting held on October 21, 2019 be approved.

ROLL CALL	Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
MOTION ADOPTED		

FINANCE AND INSURANCE COMMITTEE

1. 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. Taylor, seconded by B. B. Janovitz, that Ordinance No. 2019-121 be placed on final reading.

ROLL CALL	Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Taylor, seconded by B. B. Janovitz, that Ordinance No. 2019-121 be adopted.

Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.

MOTION ADOPTED

2. An Ordinance amending certain provisions of Chapters 1329, 901 and 705 of the Beachwood Codified Ordinances and establishing updated and revised fees for Building Permits and other Services provided by and through the City of Beachwood's Building Department; and declaring this to be an urgent measure

Moved by B. B. Janovitz, seconded by J. Berns, that Ordinance No. 2019-123 be placed on final reading.

ROLL CALL	Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by B. B. Janovitz, seconded by J. Berns, that Ordinance No. 2019-123 be adopted.

Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.

MOTION ADOPTED

FINANCE AND INSURANCE COMMITTEE (CONTINUED)

3. An Ordinance amending BCO Section 121.09, titled "Advertising for Bids; Awarding Contracts"; and declaring this to be an urgent measure

Moved by E. Synenberg, seconded by B. B. Janovitz, that Ordinance No. 2019-124 be placed on final reading.

ROLL CALL	Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by E. Synenberg, seconded by B. B. Janovitz, that Ordinance No. 2019-124 be adopted.

Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.

MOTION ADOPTED

PLANNING AND ZONING COMMITTEE

1. An Ordinance establishing a Fee Schedule for Zoning Permits for the City of Beachwood, Ohio; and declaring this to be an urgent measure

Moved by B. Linick, seconded by J. Berns, that Ordinance No. 2019-122 be placed on final reading.

ROLL CALL	Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by B. Linick, seconded by J. Berns, that Ordinance No. 2019-122 be adopted.

Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.

MOTION ADOPTED

PUBLIC WORKS COMMITTEE

1. A Motion authorizing the Clerk of Council to advertise for bids for the 2020 Ready Mix Concrete Program

Moved by J. Berns, seconded by J. Taylor, that the Motion be adopted.

ROLL CALL	Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

2. An Ordinance authorizing the Mayor to renew a Contract with Ohio Machinery Co. DBA Ohio CAT, for the maintenance of Generators located at City Hall, Fire Station No.1, Fire Station No. 2, the Police Station, and the Public Works Center; and declaring this to be an urgent measure

Moved by B. B. Janovitz, seconded by J. Berns, that Ordinance No. 2019-125 be placed on final reading.

ROLL CALL	Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by B. B. Janovitz, seconded by J. Berns, that Ordinance No. 2019-125 be adopted.

Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.

MOTION ADOPTED

PUBLIC WORKS COMMITTEE (CONTINUED)

3. An Ordinance authorizing the Mayor to increase the Purchase Order Amount for the purchase of Ready-Mix Concrete from Medina Supply Company for 2019; and declaring this to be an urgent measure

Moved by J. Taylor, seconded by J. Berns, that Ordinance No. 2019-126 be placed on final reading.

ROLL CALL	Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Taylor, seconded by J. Berns, that Ordinance No. 2019-126 be adopted.

Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.

MOTION ADOPTED

RECREATION/COMMUNITY SERVICES

1. An Ordinance accepting a donation from Artist Joe Everson; and declaring this to be an urgent measure

Moved by E. Synenberg, seconded by B. B. Janovitz, that Ordinance No. 2019-127 be placed on final reading.

ROLL CALL	Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by E. Synenberg, seconded by B. B. Janovitz, that Ordinance No. 2019-127 be adopted.

Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.

MOTION ADOPTED

2. An Ordinance Amending the Fee Schedule for the Recreation and Community Services Programs for the City of Beachwood, Ohio; and declaring this to be an urgent measure

Moved by B. Linick, seconded by J. Taylor, that Ordinance No. 2019-128 be placed on final reading.

ROLL CALL	Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by B. Linick, seconded by J. Taylor, that Ordinance No. 2019-128 be adopted.

Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.

MOTION ADOPTED

ADJOURNMENT

Moved by J. Taylor, seconded by J. Berns, to adjourn the Regular Council Meeting at 7:25 P.M. to the next regularly scheduled Council Meeting.

ROLL CALL	Yes:	J. Berns, B. B. Janovitz, B. Linick, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Approved:

Clerk

Mayor

Pursuant to Ordinance Number 2017-107 Council has determined that the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission shall consist of the Audio Recording of the meetings together with a written synopsis of all agenda items and votes.

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: City Council

FROM: Lynn B. Johnson 

DATE: October 30, 2019

SUBJECT: Search Engine Marketing Budget for 2020 – Agenda Request

We would like to continue our 2019 Search Engine Marketing campaign with our partner Entercom. We are focusing on promoting Beachwood as a great place to visit, work, and live. The top benefit of Search Engine Marketing is it uses keywords that people are already using to find websites, so the initial barrier to entry (i.e. convincing someone to review your offerings) is heartily diminished.

The budget includes resources for 150 “live chat” leads.

Please let me know if you have any questions on this matter.

INTRODUCED BY:

ORDINANCE NO. 2019-130

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ENTERCOM FOR SEARCH ENGINE MARKETING, IN CONNECTION WITH THE PROPOSED COMMUNICATIONS PLAN FOR 2020, FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Communications Coordinator desires to enter into a Contract with Entercom for Search Engine Marketing in connection with the proposed Communication Plan for 2020 in an amount not to exceed Eighteen Thousand Dollars and No/Cents (\$18,000.00).

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

Section 1: Based upon the recommendation of the Communications Coordinator and the Mayor, the proposal of Entercom to provide Search Engine Marketing, in the amounts set forth in the proposal, which is attached hereto and incorporated herein as Exhibit "A", and the Mayor is hereby directed and authorized to enter into a contract on behalf of the City of Beachwood Entercom in a total amount not to exceed Eighteen Thousand Dollars and No/Cents (\$18,000.00), for the period beginning January 1, 2020 and ending December 31, 2020.

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

Section 3: This Ordinance is hereby declared an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that this contract may be effective as of January 1, 2020; 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 that this legislation was duly adopted on the 18th day of November, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of November, 2019.

Clerk

Approval: I have approved this legislation this 19th day of November, 2019, and filed it with the Clerk.

Mayor

City of Beachwood Recommended Investment

	Cycle 1 FEB	Cycle 2 MAR	Cycle 3 APRIL	Cycle 4 MAY	Cycle 5 JUN	Cycle 6 JUL	Cycle 7 AUG	Cycle 8 SEP	Cycle 9 OCT	Cycle 10 NOV	Cycle 11 DEC
Search Engine Marketing	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Live Chat			\$750				\$750				
Total	\$1,500	\$1,500	\$2,250	\$1,500	\$1,500	\$1,500	\$2,250	\$1,500	\$1,500	\$1,500	\$1,500

By signing the below you are agreeing to the Entercom Digital terms and conditions that can be found at: <https://entercom.com/standard-advertising-terms-conditions/> *Total Investment = \$18,000*

After 3 Cycles (months) client has the option to opt out of the contract if needed



Client Signature: _____

Date: _____

Name & Title: _____

INTRODUCED BY:

ORDINANCE NO. 2019-131

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MAIDSTONE CREATIONS, INC. DBA THE BEACHWOOD BUZZ AND DEBRA RAPOPORT TO PERFORM SPECIAL WRITING AND PRINTING SERVICES, IN CONNECTION WITH THE PUBLICATION OF THE BEACHWOOD INSIDER, FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City has previously contracted with the Beachwood Buzz for writing and printing services in connection with the production and publication of the City's Update; and

WHEREAS, Council has determined that utilization of the Beachwood Buzz publication remains the most cost effective vehicle for the distribution of information concerning the City.

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 Communications Coordinator and the Mayor, the proposal of the Beachwood Buzz to provide up to six (6) pages monthly of the Beachwood Insider, in color, in the amounts set forth in the proposal, which is attached hereto and incorporated herein by reference as Exhibit "A", and the Mayor is hereby directed and authorized to enter into a contract on behalf of the City of Beachwood with Maidstone Creations, Inc. dba the Beachwood Buzz, at a total cost not to exceed Four Thousand Nine Hundred Eighty Seven Dollars and No/Cents (\$4,987.00) per month, for the period beginning January 1, 2020 and ending December 31, 2020, which is attached hereto and incorporated herein as Exhibit "B".

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

Section 3: This Ordinance is hereby declared an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that it is necessary to produce the City Update in an efficient, timely and cost effective manner, for the benefit of residents and businesses in the City of Beachwood; 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 that this legislation was duly adopted on the 18th day of November, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of November, 2019.

Clerk

Approval: I have approved this legislation this 19th day of November, 2019, and filed it with the Clerk.

Mayor



August 20, 2019

Debby Zelman Rapoport
Beachwood Buzz
23848 Glenhill Drive
Beachwood, Ohio 44122

Dear Lynn,

Thank you for the opportunity to publish the City of Beachwood Insider in *Beachwood Buzz* through 2020.

I propose to publish all city news in Beachwood Insider for a monthly cost of \$4,987, which is a 5% increase. There has been no increase for three years. This price allows you to use up to six pages each month. Plus, I will continue to run feature stories and other information that does not fit the City Insider format.

I enjoy our business relationship and look forward to working with you in the upcoming year.

Sincerely,

Debby Zelman Rapoport
216.315.1827

CONTRACT WITH MAIDSTONE CREATIONS, INC. DBA THE BEACHWOOD BUZZ AND DEBRA RAPOPORT TO PERFORM SPECIAL WRITING AND PRINTING SERVICES, IN CONNECTION WITH THE PUBLICATION OF THE BEACHWOOD INSIDER FOR 2020

This Contract is entered into by and between MAIDSTONE CREATIONS, INC. DBA THE BEACHWOOD BUZZ, an Ohio Corporation and DEBRA RAPOPORT located at 23848 Glenhill Drive, Beachwood, Ohio 44122 ("Contractor") and the CITY OF BEACHWOOD, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being chosen by City Council, as the communications firm to provide the necessary professional services for the publication and distribution of the Beachwood Insider and other authorized communications bulletins directed by the City to its residents and businesses, the parties covenant and agree as follows:

1.) Contractor shall provide the writing and printing services, up to six (6) color pages monthly of the Beachwood Insider information, in connection with the production and publication for a period of one year, ending December 31, 2020. All work will be performed in a good and workmanlike manner and on a timely basis consistent with the City's schedule.

2.) The costs of the publication and production of the Beachwood Insider are specified on the attached letter of proposal dated August 20, 2019 which is attached hereto and incorporated herein, and shall not exceed Four Thousand Nine Hundred Eighty Seven Dollars and No/Cents (\$4,987.00) per month. All pages shall be printed in color.

3.) The Contractor is an independent contractor who shall provide all equipment materials and labor necessary to perform the work. The Contractor shall be responsible for arranging for workers' compensation coverage for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws. The Contractor further agrees to file an income tax return with R.I.T.A. in accordance with municipal tax laws.

4.) The City shall be entitled to cancel this Contract upon giving five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this contract or to furnish satisfactory work in connection with the required services. The City shall be entitled to terminate this Contract immediately upon a determination by Council or the Finance Director of the City that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor will perform all work in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall work during times approved and specified by the City.

5.) Contractor will provide the work without any sub-contractors, and will provide proper supervision and supervisory personnel in connection with all of the work.

6.) Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the work and services provided, and whether involving employee claims or third party claims.

7.) Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings For Recovery Certification.

8.) Contractor acknowledges that no modifications, including but not limited to change orders, can be made to this Contract without prior written action and prior approval by the Mayor and

City Council.

9.) This Contract shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio and the laws of the United States in that order. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract, whether between the parties, or of either of the parties' employees, agents or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.

10.) It shall be the responsibility of Maidstone Creations, Inc. DBA The Beachwood Buzz to obtain a copy of the purchase order issued by the City for the approved amount of this Contract. Furthermore, it shall be the responsibility of Maidstone Creations, Inc. DBA The Beachwood Buzz to track remaining funds available and to not invoice the City for any amounts not approved by the terms of this Contract. Any alterations to this Contract shall conform to BCO 121.09(a). Invoices that exceed the approved amount of this Contract will not be paid by the City

11.) This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

12.) This Contract represents the entire agreement between the parties, shall be governed by the law of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

MAIDSTONE CREATIONS, INC. DBA
THE BEACHWOOD BUZZ AND
DEBRA RAPOPORT

THE CITY OF BEACHWOOD

By: _____

By: _____

Martin S. Horwitz, Mayor

Its: _____

Date: _____

Date: _____

Approved as to Form:

City Law Department

Diane A. Calta, Law Director
Nathalie E. Supler, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
(216) 595-5462

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligations under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Larry Heiser
Director of Finance
Date: _____

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against Maidstone Creations, Inc. DBA The Beachwood Buzz or Debra Rapoport.

SIGNATURE

PRINTED NAME

TITLE

DATE

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

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

Section 1:

For Supplies and Services	November 18, 2019	\$36,780.21
G. Gifford Dyer	Plan Review Services	\$772.35
GPD Group	Engineering Services	\$35,401.75
Paul Kowalczyk	Plan Review Services	\$146.11
Tactical Planning	Professional Services	\$460.00

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

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

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

Attest: I hereby certify that this legislation was duly adopted on the 18th day of November, 2019 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 19th day of November, 2019 and filed it with the Clerk.

Mayor

G. GIFFORD DYER-ARCHITECT
4680 BRAINARD ROAD
CHAGRIN FALLS, OH 44022-1506
Fax. 440-248-2353
Phone 440-248-1703

November 1, 2019

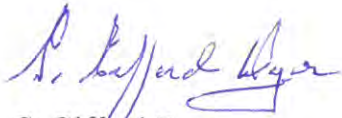
City of Beachwood
Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Re: Building Department
Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of October 2019	<u>\$772.36</u>
(Cost breakdown sheet attached)	
Total amount due	\$772.36

Thank You,


G. Gifford Dyer

Will Grissel
11/4/19

G. GIFFORD DYER-ARCHITECT

BEACHWOOD PLAN REVIEW

Month OCTOBER 2019

GG Dyer Job No.	Beachwood PR No.	Job Name-----	Time	Charge
CB 19-20	2019-34415	VISIONWORKS BEACHWOOD PLACE MALL - SUITE #250 26300 CEDAR ROAD	1 3/4 Hr	\$ 146.12
CB 19-21	2019-35016	MODULAR OFFICE BUCKEYE RUBBER & PACKING 23940 MERCANTILE ROAD	3 1/4 Hr	\$ 271.36
CB 19-22	2019-36047	CLEVELAND CLINIC ASOC Expansion & ASOC/CSOC COLLAB SPACE 25900 SCIENCE PARK DRIVE	2 3/4 Hr	\$ 229.62
CB 18-03	2018-29030	GREEN ROAD SYNAGOGUE 2437 GREEN ROAD	1 1/2 Hr	\$ 125.25
TOTAL			9 1/4 Hr	\$ 772.36

Summary of Engineering Invoices

November 18, 2019 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2019 ENCUMBRANCES	2018	2017
2019119.90-9	10/11/2019	\$1,462.25	\$0.00	\$1,462.25	General			X		
2018119.18-12	10/11/2019	\$8,352.00	\$0.00	\$8,352.00	Capital				X	
2018119.19-17	10/11/2019	\$5,280.50	\$0.00	\$5,280.50	Street Cons.				X	
2019119.01-8	10/11/2019	\$582.00	\$0.00	\$582.00	General			X		
2019119.05-7	10/11/2019	\$5,554.00	\$0.00	\$5,554.00	Capital			X		
2019119.08-3	10/11/2019	\$2,635.00	\$0.00	\$2,635.00	General			X		
2019119.09-3	10/11/2019	\$2,262.00	\$0.00	\$2,262.00	Street Cons.			X		
2019120.01-8	10/11/2019	\$499.00	\$0.00	\$499.00	General			X		
2019120.20-5	10/11/2019	\$214.00	\$0.00	\$214.00	General			X		
2016120.32-8	10/11/2019	\$231.25	\$0.00	\$231.25	Deposits	Green Road Synagogue		X		
2017120.09-23	10/11/2019	\$1,796.75	\$0.00	\$1,796.75	Deposits	Edward Rose Development		X		
2017120.21-27	10/11/2019	\$243.75	\$0.00	\$243.75	Deposits	Jubilee Healthcare		X		
2019120.07-2	10/11/2019	\$56.00	\$0.00	\$56.00	Deposits	Kaselman Construction		X		
2019120.12-3	10/11/2019	\$530.75	\$0.00	\$530.75	Deposits	Centennial Contractor Exp		X		
2019120.26-3	10/11/2019	\$224.00	\$0.00	\$224.00	Deposits	LJI Cement & Waterproofing		X		
2019120.31-1	10/11/2019	\$672.00	\$0.00	\$672.00	Deposits	All Ways Construction		X		
2019120.37-1	10/11/2019	\$214.00	\$0.00	\$214.00	Deposits	Sterling Lakes Blvd		X		
2019120.36-1	10/11/2019	\$214.00	\$0.00	\$214.00	Deposits	Dommus Construction		X		
2019120.18-2	10/11/2019	\$56.00	\$0.00	\$56.00	Deposits	Dommus Construction		X		
2019120.39-1	10/11/2019	\$321.00	\$0.00	\$321.00	Deposits	C. Rae LTD		X		
2019120.38-1	10/11/2019	\$219.00	\$0.00	\$219.00	Deposits	Eli's Landscape & Design		X		
2019120.34-2	10/11/2019	\$428.00	\$0.00	\$428.00	Deposits	Amanda M Pietro		X		
2019120.11-5	10/11/2019	\$214.00	\$0.00	\$214.00	Deposits	Goddard School		X		
2019120.23-2	10/11/2019	\$1,689.50	\$0.00	\$1,689.50	Deposits	Osborn Engineering Comp		X		
2019119.07-3	10/11/2019	\$1,451.00	\$0.00	\$1,451.00	Deposits	Dominion Energy		X		

Total To Pay \$35,401.75

Total Capital Fund	\$13,906.00
Total General Fund	\$5,392.25
Total Deposits	\$8,561.00
Total Street Const. Mant.	\$7,542.50
Less: Billable Charges	(\$8,561.00)
Net Paid by City:	<u><u>\$26,840.75</u></u>



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

Invoice

City of Beachwood
 Attn: Michelle Kaplan
 P.O. Box 22659
 Beachwood, OH 44122

*Green Road Synagogue
 # 2019-33246*

October 11, 2019

Invoice No:

2016120.32 - 8

Invoice Total	\$231.25
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Project 2016120.32 Beachwood - Green Rd Synagogue

Contract

Building Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount	
Design Engineer				
Kotecki, Kyle	2.50	92.50	231.25	
Totals	2.50		231.25	
Total Labor				231.25
			Total this Task	\$231.25
			Total this Invoice	\$231.25

Outstanding Invoices

Number	Date	Balance
7	9/13/2019	259.00
Total		259.00

Billings to Date

	Current	Prior	Total
Labor	231.25	3,227.00	3,458.25
Totals	231.25	3,227.00	3,458.25

APPROVED FOR PAYMENT

BY: WG
 DATE: 10-22-19
 PID: 783-000-53130

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

*Edward Rose Rev.
 #2017-26594*

October 11, 2019
 Invoice No: 2017120.09 - 26

Invoice Total \$1,796.75

Project 2017120.09 Beachwood - Rose Senior Living

Building Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 200 Inspection - SWPPP

Professional Personnel

	Hours	Rate	Amount	
Design Engineer				
Kotecki, Kyle	2.50	92.50	231.25	
Looper, Jessica	3.00	92.50	277.50	
Inspector				
Maleski, Theodore	23.00	56.00	1,288.00	
Totals	28.50		1,796.75	
Total Labor				1,796.75
			Total this Task	\$1,796.75
			Total this Invoice	\$1,796.75

Billings to Date

	Current	Prior	Total
Labor	1,796.75	15,045.50	16,842.25
Totals	1,796.75	15,045.50	16,842.25

APPROVED FOR PAYMENT
 BY: WJ
 DATE: 10-22-19
 PR: 783-000-53130

Net 30 days.

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

Invoice

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

*Jubilee Healthcare
 #2017-26580*

October 11, 2019
 Invoice No: 2017120.21 - 27

Invoice Total \$243.75

Project 2017120.21 Beachwood-Encore Medical P&Z 2017-10

Contract

Building Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount	
Senior Engineer				
Gorman, Jacqueline	2.50	97.50	243.75	
Totals	2.50		243.75	
Total Labor				243.75
			Total this Task	\$243.75

Total this Invoice \$243.75

Outstanding Invoices

Number	Date	Balance
26	9/13/2019	292.50
Total		292.50

Billings to Date

	Current	Prior	Total
Labor	243.75	22,400.50	22,644.25
Totals	243.75	22,400.50	22,644.25

APPROVED FOR PAYMENT

BY: WG

DATE: 10-22-19

783-000-53130

Net 30 days.

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

Invoice

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

October 11, 2019
 Invoice No: 2018119.18 - 12

Invoice Total \$8,352.00

Project 2018119.18 Beachwood - Halburton Phase 2

Service Dept.

P.O.#2018-02931 \$105,000.00

Professional Services from August 31, 2019 to September 27, 2019

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	13.00	107.00	1,391.00
Fini, Nicholas	1.00	107.00	107.00
Inspector			
Freeman, Milan	58.00	56.00	3,248.00
Maleski, Theodore	48.00	56.00	2,688.00
Orosz, Richard	4.50	56.00	252.00
Inspector Coordinator			
Hollo, Gary	9.00	74.00	666.00
Totals	133.50		8,352.00
Total Labor			8,352.00

Total this Task \$8,352.00

Total this Invoice \$8,352.00

Outstanding Invoices

Number	Date	Balance
11	9/13/2019	17,520.25
Total		17,520.25

Billings to Date

	Current	Prior	Total
Labor	8,352.00	73,820.25	82,172.25
Totals	8,352.00	73,820.25	82,172.25

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: 10-22-19
 P/O: 2018-02931

Net 30 days.

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

Invoice

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

October 11, 2019
 Invoice No: 2018119.19 - 17

Invoice Total \$5,280.50

Project 2018119.19 Beachwood - Campus Road Waterline Replacement and Resurfacing

Service Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 210 Inspection - Resurfacing

P.O.#2018-02923 \$7,500.00

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	8.00	107.00	856.00
Fini, Nicholas	2.00	107.00	214.00
Staff Designer			
Bumgarner, Jacob	.50	65.00	32.50
Inspector			
Freeman, Milan	52.00	56.00	2,912.00
Orosz, Richard	16.00	56.00	896.00
Inspector Coordinator			
Hollo, Gary	5.00	74.00	370.00
Totals	83.50		5,280.50
Total Labor			5,280.50
Total this Task			\$5,280.50

Billings to Date

	Current	Prior	Total
Labor	5,280.50	0.00	5,280.50
Totals	5,280.50	0.00	5,280.50
Total this Invoice			\$5,280.50

Outstanding Invoices

Number	Date	Balance
16	9/13/2019	8,356.00
Total		8,356.00

APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 10-22-19
 P/O: 2019-01041

Net 30 days.

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

Invoice

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

October 11, 2019

Invoice No: 2019119.01 - 8

Invoice Total \$582.00

Project 2019119.01 Beachwood - General Engineering

Service Dept.
P.O.#2019-00089

Professional Services from August 31, 2019 to September 27, 2019

Task 200 General Engineering

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
3750 Park East - drainage meeting.			
Ciuni, Joseph	2.00	107.00	214.00
Prerepare 2020 Road Program estimates.			
Fini, Nicholas	1.00	107.00	107.00
Cedar Road.			
Senior Designer			
Weissberg, Carl	1.00	77.00	77.00
2020 Road Program.			
Weissberg, Carl	1.00	77.00	77.00
Service Center & City Hall building roof exhibits.			
Totals	6.00		582.00
Total Labor			582.00
Total this Task			\$582.00

Billings to Date

	Current	Prior	Total
Labor	582.00	10,457.50	11,039.50
Expense	0.00	84.00	84.00
Totals	582.00	10,541.50	11,123.50
Total this Invoice			\$582.00

Outstanding Invoices

Number	Date	Balance
7	9/13/2019	1,790.50
Total		1,790.50

APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 10-22-19
 P/O: 2019-00089

Net 30 days.

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Project	2019119.01	Beachwood - General Engineering	Invoice	8
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Billings to Date

	Current	Prior	Total
Labor	582.00	13,467.00	14,049.00
Expense	0.00	84.00	84.00
Totals	582.00	13,551.00	14,133.00

Net 30 days.

Page 2

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Architects - Engineers - Planners
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Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

October 11, 2019

Invoice No: 2019119.05 - 7

Invoice Total **\$5,554.00**

Project 2019119.05 Beachwood - George Zeiger Drive - Resurfacing

Service Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 200 Construction Admin / Inspection

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	107.00	214.00
Fini, Nicholas	3.00	107.00	321.00
Staff Designer			
Bumgarner, Jacob	1.00	65.00	65.00
Inspector			
Maleski, Theodore	12.50	56.00	700.00
Orosz, Richard	22.00	56.00	1,232.00
Parker, Richard	50.00	56.00	2,800.00
Inspector Coordinator			
Hollo, Gary	3.00	74.00	222.00
Totals	93.50		5,554.00
Total Labor			5,554.00

Total this Task **\$5,554.00**

Billings to Date

	Current	Prior	Total
Labor	5,554.00	8,791.50	14,345.50
Totals	5,554.00	8,791.50	14,345.50

Total this Invoice **\$5,554.00**

Outstanding Invoices

Number	Date	Balance
6	9/13/2019	8,305.00
Total		8,305.00

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 10-22-19
P/O: 2019-00989

Net 30 days.

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Project	2019119.05	Beachwood-George Zeiger Dr-Resurfacing	Invoice	7
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Billings to Date

	Current	Prior	Total
Labor	5,554.00	33,255.00	38,809.00
Totals	5,554.00	33,255.00	38,809.00

Net 30 days.

Page 2

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

Invoice

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

Dominion Energy
#19783001

October 11, 2019
 Invoice No: 2019119.07 - 3

Invoice Total \$1,451.00

Project 2019119.07 Beachwood - Halburton Road Dominion Energy

Service Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 100 Inspection of Services-Lowering for RW

Professional Personnel

		Hours	Rate	Amount	
Project Manager					
Ciuni, Joseph	9/26/2019	1.00	107.00	107.00	
Review restoration plans and resolve electrical issues.					
Inspector					
Maleski, Theodore	9/23/2019	6.00	56.00	336.00	
Maleski, Theodore	9/24/2019	6.00	56.00	336.00	
Maleski, Theodore	9/25/2019	4.00	56.00	224.00	
Maleski, Theodore	9/26/2019	4.00	56.00	224.00	
Maleski, Theodore	9/27/2019	4.00	56.00	224.00	
Totals		25.00		1,451.00	
Total Labor					1,451.00
Total this Task					\$1,451.00

Billings to Date

	Current	Prior	Total	
Labor	1,451.00	5,587.50	7,038.50	
Totals	1,451.00	5,587.50	7,038.50	
Total this Invoice				\$1,451.00

Billings to Date

	Current	Prior	Total
Labor	1,451.00	5,587.50	7,038.50
Totals	1,451.00	5,587.50	7,038.50

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: *10-22-19*
 ID: *783-000-53130*

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

October 11, 2019

Invoice No: 2019119.08 - 3

Invoice Total \$2,635.00

Project 2019119.08 Beachwood - 2019 Dead Tree Surveys

Service Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 175 23809/23897 Edgehill

Professional Personnel

			Hours	Rate	Amount	
Staff Designer						
Hughes, Brent	9/23/2019		2.00	65.00	130.00	
Wells, Michael	9/26/2019		1.00	65.00	65.00	
Professional Surveyor						
Provost, Andrew	9/24/2019		1.00	87.00	87.00	
1-Person Crew with Robotic Instrument						
Novak, Rick	9/24/2019		10.00	90.50	905.00	
Totals			14.00		1,187.00	
Total Labor						1,187.00
				Total this Task		\$1,187.00

Billings to Date

	Current	Prior	Total
Labor	1,187.00	0.00	1,187.00
Totals	1,187.00	0.00	1,187.00

Task 176 25053/25107 Letchworth

Professional Personnel

			Hours	Rate	Amount
Staff Designer					
Hughes, Brent	9/23/2019		1.00	65.00	65.00
Wells, Michael	9/23/2019		1.00	65.00	65.00
Professional Surveyor					
Provost, Andrew	9/20/2019		1.00	87.00	87.00
Provost, Andrew	9/23/2019		1.00	87.00	87.00

APPROVED FOR PAYMENT

BY: *[Signature]*

DATE: 10-22-19

P/O: 2019-00089

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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Project	2019119.08	Beachwood - 2019 Dead Tree Surveys	Invoice	3
1-Person Crew with Robotic Instrument				
Novak, Rick	9/23/2019	5.00	90.50	452.50
Totals		9.00		756.50
Total Labor				756.50
Total this Task				\$756.50

Billings to Date

	Current	Prior	Total
Labor	756.50	0.00	756.50
Totals	756.50	0.00	756.50

Task 177 25107/25157 Letchworth

Professional Personnel

		Hours	Rate	Amount	
Staff Designer					
Wells, Michael	9/24/2019	1.00	65.00	65.00	
Professional Surveyor					
Provost, Andrew	9/20/2019	1.00	87.00	87.00	
Provost, Andrew	9/24/2019	1.00	87.00	87.00	
1-Person Crew with Robotic Instrument					
Novak, Rick	9/23/2019	5.00	90.50	452.50	
Totals		8.00		691.50	
Total Labor				691.50	
Total this Task				\$691.50	

Billings to Date

	Current	Prior	Total
Labor	691.50	0.00	691.50
Totals	691.50	0.00	691.50
Total this Invoice			<u>\$2,635.00</u>

Billings to Date

	Current	Prior	Total
Labor	2,635.00	4,636.25	7,271.25
Totals	2,635.00	4,636.25	7,271.25

Net 30 days.

Page 2

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

Invoice

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

October 11, 2019

Invoice No: 2019119.09 - 3

Invoice	\$2,262.00
Total	

Project 2019119.09 Beachwood - 2019 Asphalt & Concrete Repair Program

Service Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 200 Construction Admin / Inspection

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
Fini, Nicholas	2.00	107.00	214.00
Fini, Nicholas	2.00	107.00	214.00
Pre-con meeting.			
Design Engineer			
Stonitsch, Erik	1.00	92.50	92.50
Senior Designer			
Woycitzky, Robert	.50	77.00	38.50
Bid tab for asphalt patching.			
Inspector			
Maleski, Theodore	27.50	56.00	1,540.00
Orosz, Richard	1.00	56.00	56.00
Totals	35.00		2,262.00
Total Labor			2,262.00
Total this Task			\$2,262.00

Billings to Date

	Current	Prior	Total
Labor	2,262.00	0.00	2,262.00
Totals	2,262.00	0.00	2,262.00
Total this Invoice			\$2,262.00

Outstanding Invoices

Number	Date	Balance
2	9/13/2019	588.50
Total		588.50

APPROVED FOR PAYMENT

BY: [Signature]
 DATE: 10-22-19
 P/O: 2019-02845

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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Project	2019119.09	Beachwood-2019 Asphalt & Concrete Repair	Invoice	3
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Billings to Date

	Current	Prior	Total
Labor	2,262.00	3,004.00	5,266.00
Totals	2,262.00	3,004.00	5,266.00

Net 30 days.

Page 2

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

Invoice

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

October 11, 2019
 Invoice No: 2019119.90 - 9

Invoice Total \$1,462.25

Project 2019119.90 Beachwood - 2019 Traffic Engineering Services

P.O. #2019-00094
Max Not to Exceed \$45,000.00

Professional Services from August 31, 2019 to September 27, 2019

Task 059 September Signal Management

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Gillespie, Ryan	11.00	107.00	1,177.00
Hobbs, Michael	2.00	107.00	214.00
Design Engineer			
Ferrell, Brett	.50	92.50	46.25
Totals	13.50		1,437.25
Total Labor			1,437.25

Reimbursable Expenses

Travel & Lodging			
9/4/2019 Gillespie, Ryan Travel		25.00	
Total Reimbursables		25.00	25.00
Total this Task			\$1,462.25

Billing Limits

	Current	Prior	To-Date
Total Billings	1,462.25	19,344.25	20,806.50
Limit			45,000.00
Remaining			24,193.50
Total this Invoice			\$1,462.25

Outstanding Invoices

Number	Date	Balance
8	9/13/2019	1,458.50
Total		1,458.50

APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 10-29-19
 P/O: 2019-00094

Net 30 days.

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

Invoice

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

October 11, 2019
 Invoice No: 2019120.01 - 8

Invoice Total \$499.00

Project 2019120.01 Beachwood - General Engineering

Building Dept.
P.O.#2019-00102

Professional Services from August 31, 2019 to September 27, 2019

Task 200 General Plan Review

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
Review pole at I-271/Shaker - Enuv.			
Inspector			
Maleski, Theodore	7.00	56.00	392.00
Paving at Beachwood Mall.			
Totals	8.00		499.00
Total Labor			499.00
Total this Task			\$499.00

Billings to Date

	Current	Prior	Total
Labor	499.00	321.00	820.00
Totals	499.00	321.00	820.00
Total this Invoice			\$499.00

Outstanding Invoices

Number	Date	Balance
7	9/13/2019	107.00
Total		107.00

Billings to Date

	Current	Prior	Total
Labor	499.00	1,284.00	1,783.00
Totals	499.00	1,284.00	1,783.00

APPROVED FOR PAYMENT
 DATE: 10-22-19
 2019-00102

Net 30 days.

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

Invoice

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

October 11, 2019

Invoice No: 2019120.07 - 2

*Kaselman Instruction
#2019-32667*

Invoice Total \$56.00

Project 2019120.07 Beachwood - 2581 Edgewood

Building Dept.
Deposit #2019-32667

Professional Services from August 31, 2019 to September 27, 2019

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount
Inspector			
Maleski, Theodore	1.00	56.00	56.00
Totals	1.00		56.00
Total Labor			56.00
Total this Task			\$56.00

Billings to Date

	Current	Prior	Total
Labor	56.00	0.00	56.00
Totals	56.00	0.00	56.00
Total this Invoice			\$56.00

Billings to Date

	Current	Prior	Total
Labor	56.00	160.50	216.50
Totals	56.00	160.50	216.50

APPROVED FOR PAYMENT

BY: Wk
DATE: 10-22-19
783-000-53130

Net 30 days.

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

Invoice

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

October 11, 2019

Invoice No: 2019120.11 - 5

*Goddard School
#1993111*

Invoice Total \$214.00

Project 2019120.11 Beachwood - The Goddard School

Building Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	107.00	214.00
Totals	2.00		214.00
Total Labor			214.00

Total this Task \$214.00

Total this Invoice \$214.00

Outstanding Invoices

Number	Date	Balance
4	9/13/2019	973.75
Total		973.75

Billings to Date

	Current	Prior	Total
Labor	214.00	3,740.50	3,954.50
Totals	214.00	3,740.50	3,954.50

APPROVED FOR PAYMENT

BY: WJ
DATE: 10-22-19
PAID: 783-000-53130

Net 30 days.

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

Invoice

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

Centennial Contractor Express
#2019-33101

October 11, 2019
 Invoice No: 2019120.12 - 3

Invoice Total \$530.75

Project 2019120.12 Beachwood - 25875 Science Park - Cleveland Clinic

Building Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 100 Inspection

Professional Personnel

	Hours	Rate	Amount
Design Engineer			
Kotecki, Kyle	1.50	92.50	138.75
Inspector			
Maleski, Theodore	7.00	56.00	392.00
Totals	8.50		530.75
Total Labor			530.75
Total this Task			\$530.75
Total this Invoice			\$530.75

Outstanding Invoices

Number	Date	Balance
2	9/13/2019	1,141.00
Total		1,141.00

Billings to Date

	Current	Prior	Total
Labor	530.75	1,397.50	1,928.25
Totals	530.75	1,397.50	1,928.25

APPROVED FOR PAYMENT

BY: WJ
 DATE: 10-22-19
 PR: 753-000-53130

Net 30 days.

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

Invoice

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

October 11, 2019
 Invoice No: 2019120.20 - 5

Invoice Total \$214.00

Project 2019120.20 Beachwood - Small Cell Plan Review

Building Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 102 Verizon Site #3 - Plan Review

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
Totals	1.00		107.00
Total Labor			107.00
Total this Task			\$107.00

Billings to Date

	Current	Prior	Total
Labor	107.00	512.75	619.75
Totals	107.00	512.75	619.75

Task 104 Verizon Site #5 - Plan Review

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
Totals	1.00		107.00
Total Labor			107.00
Total this Task			\$107.00

Billings to Date

	Current	Prior	Total
Labor	107.00	428.00	535.00
Totals	107.00	428.00	535.00

Total this Invoice \$214.00

APPROVED FOR PAYMENT

Net 30 days.

BY: WJ
 DATE: 10-22-19
2019-00102

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Project	2019120.20	Beachwood - Small Cell Plan Review	Invoice	5
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Outstanding Invoices

Number	Date	Balance
4	9/13/2019	909.50
Total		909.50

Billings to Date

	Current	Prior	Total
Labor	214.00	2,528.75	2,742.75
Totals	214.00	2,528.75	2,742.75

Net 30 days.

Page 2

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

Invoice

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

*Bill
 Osborn Engineering Co.
 #1993130*

October 11, 2019

Invoice No: 2019120.23 - 2

Invoice Total \$1,689.50

Project 2019120.23 Beachwood - Ahuja Improvements

Building Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 100 Plan Review - New 500 Car Parking Lot

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	8.50	107.00	909.50
Senior Engineer			
Gorman, Jacqueline	8.00	97.50	780.00
Totals	16.50		1,689.50
Total Labor			1,689.50
Total this Task			\$1,689.50

Billings to Date

	Current	Prior	Total
Labor	1,689.50	107.00	1,796.50
Totals	1,689.50	107.00	1,796.50
Total this Invoice			\$1,689.50

Outstanding Invoices

Number	Date	Balance
1	8/9/2019	107.00
Total		107.00

Billings to Date

	Current	Prior	Total
Labor	1,689.50	107.00	1,796.50
Totals	1,689.50	107.00	1,796.50

APPROVED FOR PAYMENT
 BY: WG
 DATE: 10-22-19
 # 783-000-53130

Net 30 days.

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

Invoice

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

LJI Cement & Waterproofing
#2019-33989

October 11, 2019
 Invoice No: 2019120.26 - 3

Invoice Total \$224.00

Project 2019120.26 Beachwood - 3628 Park East - New Curbs

Building Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount
Inspector			
Maleski, Theodore	4.00	56.00	224.00
Totals	4.00		224.00
Total Labor			224.00
Total this Task			\$224.00

Billings to Date

	Current	Prior	Total
Labor	224.00	224.00	448.00
Totals	224.00	224.00	448.00
Total this Invoice			\$224.00

Outstanding Invoices

Number	Date	Balance
2	9/13/2019	168.00
Total		168.00

Billings to Date

	Current	Prior	Total
Labor	224.00	224.00	448.00
Totals	224.00	224.00	448.00

APPROVED FOR PAYMENT

BY: WG
 DATE: 10-22-19
 # 783-000-53130

Net 30 days.

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

Invoice

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

*All ways constructed
 #2019-34180*

October 11, 2019
 Invoice No: 2019120.31 - 1

Invoice Total \$672.00

Project 2019120.31 Beachwood - All Ways Paving - Maltz Museum Parking Lot

Building Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount
Inspector			
Maleski, Theodore	12.00	56.00	672.00
Totals	12.00		672.00
Total Labor			672.00
Total this Task			\$672.00

Billings to Date

	Current	Prior	Total
Labor	672.00	0.00	672.00
Totals	672.00	0.00	672.00
Total this Invoice			\$672.00

Billings to Date

	Current	Prior	Total
Labor	672.00	0.00	672.00
Totals	672.00	0.00	672.00

APPROVED FOR PAYMENT
 BY: WJ
 DATE: 10-22-19
 CC: 783-000-53130

Net 30 days.

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

Invoice

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

*Bill
 Amanda Pietro
 #1993127*

October 11, 2019
 Invoice No: 2019120.34 - 2

Invoice Total \$428.00

Project 2019120.34 Beachwood - 3800 Park East

Building Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	4.00	107.00	428.00
Totals	4.00		428.00
Total Labor			428.00
Total this Task			\$428.00

Billings to Date

	Current	Prior	Total
Labor	428.00	428.00	856.00
Totals	428.00	428.00	856.00
Total this Invoice			\$428.00

Outstanding Invoices

Number	Date	Balance
1	9/13/2019	428.00
Total		428.00

Billings to Date

	Current	Prior	Total
Labor	428.00	428.00	856.00
Totals	428.00	428.00	856.00

APPROVED FOR PAYMENT

BY: WH
 DATE: 10-22-19
 NO: 783-000-53130

Net 30 days.

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

Invoice

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

Dohmus Construction
#2019-34701

October 11, 2019
 Invoice No: 2019120.36 - 1

Invoice Total \$214.00

Project 2019120.36 Beachwood - 25100 Twickenham - New House

Building Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	107.00	214.00
Totals	2.00		214.00
Total Labor			214.00
Total this Task			\$214.00

Billings to Date

	Current	Prior	Total
Labor	214.00	0.00	214.00
Totals	214.00	0.00	214.00
Total this Invoice			\$214.00

Billings to Date

	Current	Prior	Total
Labor	214.00	0.00	214.00
Totals	214.00	0.00	214.00

APPROVED FOR PAYMENT
 BY: WH
 DATE: 10-22-19
 # 783-000-53130

Net 30 days.

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

Invoice

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

October 11, 2019

Invoice No: 2019120.37 - 1

*Stenley Lakes Blvd
#2019-34750*

Invoice Total	\$214.00
----------------------	-----------------

Project 2019120.37 Beachwood - 25761 Hurlingham - New House

Building Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	107.00	214.00
Totals	2.00		214.00
Total Labor			214.00
Total this Task			\$214.00

Billings to Date

	Current	Prior	Total
Labor	214.00	0.00	214.00
Totals	214.00	0.00	214.00
Total this Invoice			\$214.00

Billings to Date

	Current	Prior	Total
Labor	214.00	0.00	214.00
Totals	214.00	0.00	214.00

APPROVED FOR PAYMENT
BY: WG
DATE: 10-22-19
PA: 783-000-53130

Net 30 days.

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

Invoice

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

October 11, 2019

Invoice No: 2019120.38 - 1

*Elis Landscape & Design
#2019-34684*

Invoice Total \$219.00

Project 2019120.38 Beachwood - 23640 Bryden Road

Building Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
Totals	1.00		107.00
Total Labor			107.00
Total this Task			\$107.00

Billings to Date

	Current	Prior	Total
Labor	107.00	0.00	107.00
Totals	107.00	0.00	107.00

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount
Inspector			
Maleski, Theodore	2.00	56.00	112.00
Totals	2.00		112.00
Total Labor			112.00
Total this Task			\$112.00

Billings to Date

	Current	Prior	Total
Labor	112.00	0.00	112.00
Totals	112.00	0.00	112.00

Total this Invoice \$219.00

Net 30 days.

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APPROVED FOR PAYMENT

BY:

WJ

10-22-19

PD:

783-000-53130

Project	2019120.38	Beachwood - 23640 Bryden Road	Invoice	1
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Billings to Date

	Current	Prior	Total
Labor	219.00	0.00	219.00
Totals	219.00	0.00	219.00

Net 30 days.

Page 2

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

Invoice

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

October 11, 2019

Invoice No: 2019120.39 - 1

*Memo
C. Rae LTD
#1993131*

Invoice Total \$321.00

Project 2019120.39 Beachwood - 6 Hampshire Court

Building Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 100 Plan Review - Lot Split & Consolidation

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.50	107.00	160.50
Totals	1.50		160.50
Total Labor			160.50
Total this Task			\$160.50

Billings to Date

	Current	Prior	Total
Labor	160.50	0.00	160.50
Totals	160.50	0.00	160.50

Task 200 Plan Review - House Addition

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.50	107.00	160.50
Totals	1.50		160.50
Total Labor			160.50
Total this Task			\$160.50

Billings to Date

	Current	Prior	Total
Labor	160.50	0.00	160.50
Totals	160.50	0.00	160.50

Total this Invoice \$321.00

Net 30 days.

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APPROVED FOR PAYMENT

DATE:

PRO:

10-22-19

783-000-53130

Project	2019120.39	Beachwood - 6 Hampshire Court	Invoice	1
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Billings to Date

	Current	Prior	Total
Labor	321.00	0.00	321.00
Totals	321.00	0.00	321.00

Net 30 days.

Page 2

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

Invoice

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

Domus Construction
#2019-33386

October 11, 2019

Invoice No:

2019120.18 - 2

Invoice
Total **\$56.00**

Project 2019120.18 Beachwood - 2555 Elmhurst Road - House Topo

Building Dept.

Professional Services from August 31, 2019 to September 27, 2019

Task 200 Inspection - Final Inspection

Professional Personnel

	Hours	Rate	Amount	
Inspector				
Maleski, Theodore	1.00	56.00	56.00	
Totals	1.00		56.00	
Total Labor				56.00
		Total this Task		\$56.00

Billings to Date

	Current	Prior	Total	
Labor	56.00	280.00	336.00	
Totals	56.00	280.00	336.00	
		Total this Invoice		\$56.00

Billings to Date

	Current	Prior	Total
Labor	56.00	280.00	336.00
Totals	56.00	280.00	336.00

APPROVED FOR PAYMENT

BY: WJG
 DATE: 10-22-19
 # 783-000-53130

Net 30 days.

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 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

November 1, 2019

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

RE: Building Department Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of October 2019 \$146.11
(See attached sheet for breakdown)

Total amount due
One Hundred Forty-Six Dollars and Eleven Cents \$146.11

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



Paul Kowalczyk, MPE #798

WG
11/4/19

**City of Beachwood
Plan Examination Services
October 2019 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2019-34780	BW19-57.1 10/16/19	Goldberg Company Expansion 25101 Chagrin Blvd., Suite 300 Tenant Improvement	30 min.	\$41.75
2018-31959	BW19-56.1 10/18/19	UH Ahuja Medical Center 3999 Richmond Road Pharmacy Fire Sprinklers - Revisions	30 min.	\$41.75
2019-34038	BW19-61 10/27/19	Jewish Federation of Cleveland 25701 Science Park Drive Fire Alarm System	45 min.	\$62.61
Total:				\$146.11

Paul Kowalczyk, MPE #798

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

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

October 24, 2019

FED ID # 46-3453684

P.O. # 2018-03082

INV # BW-1961

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

Zoning Fees Meeting (10/7/19)

G. Smerigan	1.5 Hours	@	\$115.00 / hour	\$172.50	✓ m
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Coordination re: Final Draft of Amendments

G. Smerigan	2.5 Hours	@	\$115.00 / hour	\$287.50	
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TOTAL DUE THIS INVOICE

\$460.00

Will Erisman
10/28/19

Thank you,



George Smerigan
Member

NPO Litigation
PO Box 6727
Portland, OR 97228-6727



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Chief Legal Officer
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD
BEACHWOOD OH 44122-1799

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**CLASS ACTION NOTICE AND FREQUENTLY ASKED
QUESTIONS (“FAQs”)**

**To: All U.S. Counties, Cities, and Local Governments as
listed at www.OpioidsNegotiationClass.info**

A court authorized this notice. This is not a solicitation from a lawyer.

- Counties and cities across the country have sued manufacturers, distributors, and retailers of prescription opiate drugs seeking, among other things, reimbursement for monies spent addressing the opioid crisis. All federal actions have been centralized into one court in Ohio and are entitled, In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio). Additional cases are pending in state courts.
- The Court in In re: National Prescription Opiate Litigation has certified a voluntary “Negotiation Class” (“Class”). The Class is defined as: **all counties, parishes, and boroughs (collectively, “counties”); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively “cities”)**. The Class includes all counties and cities, whether they have filed a lawsuit or not. The complete current list of Class Members is available at the Class website: www.OpioidsNegotiationClass.info. This list may be updated as the Court may order.
- **NO SETTLEMENT HAS BEEN REACHED. HOWEVER, IF YOUR COUNTY OR CITY STAYS IN THE CLASS**, it will be bound if a Class settlement is approved in the future. Your county or city will likely **NOT** be provided another opportunity to be excluded from this Class action, so you should read this notice carefully and consult with your counsel regarding your county or city’s rights.
- The Court has certified two Racketeer Influenced and Corrupt Organizations Act (“RICO”) claims under Rule 23(b)(3) and two Controlled Substances Act (“CSA”) issues under Rule 23(c)(4). (see FAQ 7). The Class is certified solely to consider and vote on any future settlement offers made to the Class by one or more of 13 defendants (see FAQ 5). The purposes of the Class are (a) to unify cities and counties into a single negotiating entity to maximize their bargaining power and (b) to provide finality to opioids litigation for any settling Defendant.
- This Negotiation Class will not decide any claims or defenses in opioids litigation on the merits. It is certified as a Negotiation Class only, to facilitate Class Members’ approval or rejection of proposed settlements. There are no proposed settlements at this time, and no guarantee that there will be in the future. **However, your legal rights are affected and it is recommended that you consult with counsel regarding the choice you have to make now.**



YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

STAY IN THE CLASS REQUIRES NO ACTION	Stay in the Class. Await the negotiation outcome, but retain the right to pursue your own lawsuit in the meantime. Give up certain rights if a Class settlement is reached and approved by the Class and Court, but get a share of any Class settlement. By taking no action in response to this Notice, you remain in the Class. As a Class Member, you will still retain your right to pursue your own case unless and until any possible Class settlement is approved by the Court. As a Class Member, you have the right to vote on any settlement proposed to the Negotiation Class. A settlement will not be accepted unless supported by 75% of the voting Class Members, counted by number, population, and allocation, for both litigating and non-litigating entities, and approved by the Court. Settlement funds will be distributed at the county level and each county's share – and city's suggested share – can be viewed now by utilizing the Allocation Map at the Class website, www.OpioidsNegotiationClass.info. If the Court approves any settlement, that judgment will prohibit Class Members from suing the settling Defendant(s) about the claims and issues in the litigation.
REMOVE YOURSELF FROM THE CLASS REQUIRES ACTION BY NOVEMBER 22, 2019	Get out of the Class. Get no portion of any settlement. Keep rights. Those who exclude themselves from the Class cannot vote on, will not have the right to be paid under, and will not be bound by, any Class settlement. You keep any rights to negotiate separately about the same legal claims in this lawsuit, even if the Court approves a settlement for the Class. Class Members may exclude themselves from ("opt out" of) the Class by having an authorized officer or employee complete and sign the Exclusion Request Form enclosed here and submit it on or before November 22, 2019 by email or mail in accordance with the instructions in FAQ 26 below.

- Class representatives and Class counsel will represent the Class in negotiations with Defendants who choose to do so. You may enter an appearance through an attorney (at your own expense) if you desire, but it is not required. Class Membership does not eliminate existing agreements with individual counsel. The procedure for payment of Class/common benefit attorneys' fees/costs in connection with any Class settlement must be approved by the Court. Details of the proposed options and procedures for fees and costs are posted on the Class website.
- For complete information on the Class, the settlement allocation formulas, the Class certification motion and Order, the list of included Class Members, the voting process to be used by the Class in accepting or rejecting any Class settlement offer, and an Allocation Map determining your allocation of any proposed settlement, go to **www.OpioidsNegotiationClass.info**. Important information on the Opioids-related litigation, including all pertinent Orders and Schedules, and Frequently Asked Questions, will be available on the Class website on an ongoing and current basis.

Your rights and options are further explained below.
Any questions? Read on and visit www.OpioidsNegotiationClass.info.

DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION

Questions? Visit www.OpioidsNegotiationClass.info

FREQUENTLY ASKED QUESTIONS (“FAQS”)

BASIC INFORMATION	4
1. Why is a Negotiation Class being formed? What is its purpose?	4
2. Is this the first Negotiation Class Action?	4
3. Why use a Class mechanism?	4
4. Who are the Class Representatives?	4
5. Who are the Defendants?	5
6. Has a Class settlement been reached with Defendants yet?	5
THE CLASS CLAIMS AND ISSUES	5
7. What claims and issues are certified for the Negotiation Class?	5
8. Has the Court decided any claims or issues?	5
WHO IS IN THE CLASS	6
9. What entities are included in the Negotiation Class?	6
10. Are counties and cities with state court-filed actions considered part of the Negotiation Class?	6
11. Will the Negotiation Class end the opioid litigation that my County or City has filed?	6
12. How does the Negotiation Class affect other types of opioid plaintiffs that are not counties or cities?	6
THE NEGOTIATION CLASS PROCESS	7
13. Now that the Court has approved this process, what will happen next?	7
14. If my County or City chooses to participate in the Negotiation Class, how will it know when there is a proposed Class settlement?	7
15. If there is a proposed Class settlement, does the Court still have to approve it?	7
16. If there is a proposed settlement and my County or City is included in the Negotiation Class, but it disapproves of the settlement terms, can my County or City object to the settlement?	7
17. How long will the Negotiation Class last?	8
VOTING	8
18. If there is a proposed Class settlement, how will the voting be done?	8
19. If there is a proposed Class settlement, how many votes are needed to approve it?	8
ALLOCATION OF CLASS SETTLEMENT FUNDS	9
20. If there is a Class settlement, how will my County or City’s share of the settlement be determined?	9
21. What happens if a county and its constituent cities make different decisions about staying in the Class?	10
22. If there is a settlement between a Defendant and a State or States, what impact will this Negotiation Class have on the division of monies between a State and the cities and counties within the State?	10
23. Will Negotiation Class Representatives receive anything more than other Class Members?	10
24. What is the Special Needs Fund?	10
YOUR RIGHTS AND OPTIONS	10
25. Can my county or city exclude itself from the Negotiation Class?	10
26. How does my county or city exclude itself from the Negotiation Class?	11
27. If my county or city stays in the Negotiation Class, can it exclude itself later if it doesn’t like a proposed settlement?	11
THE LAWYERS REPRESENTING THE CLASS	11
28. Who are the Class Counsel?	11
29. How do Class Counsel get paid?	11
30. Under this proposal, what happens to my County or City’s current fee agreement with outside counsel?	12
GETTING MORE INFORMATION	12
31. How can my County or City keep up with what’s going on in this case?	12



BASIC INFORMATION

1. Why is a Negotiation Class being formed? What is its purpose?

The purpose of the Negotiation Class is to create a cohesive group of cities and counties to negotiate Classwide settlements, on a voluntary basis, with Defendants who make, distribute, or sell opioids nationwide. Class Representatives and Class Counsel will represent the Negotiation Class. Class Members will vote on any Class settlement proposal. If 75% of those Class Members who vote (as described in FAQ 18 and 19 below) support a proposed Settlement, Class Counsel will ask the Court to approve it. The ultimate purpose of the Negotiation Class is to make settlement easier to obtain.

2. Is this the first Negotiation Class Action?

Yes. This is a new use of the Class action mechanism under Federal Rule of Civil Procedure 23, reflecting the unique nature of the national opioids litigation. Unlike any mass litigation before, thousands of cities and counties nationwide are pursuing claims against major defendants. The goal is to recover money to help fight the opioids epidemic, provide prevention and treatment services going forward, and change Defendants' practices.

3. Why use a Class mechanism?

Joining all cities and counties together as a Negotiation Class gives them maximum negotiating power, makes the negotiation of comprehensive settlements a more practical process, enables Defendants to know the group with which they are negotiating, and enables Class Members to vote on resulting settlement offers.

4. Who are the Class Representatives?

The Court has authorized the following 49 counties and cities to serve as the Negotiation Class's Class Representatives: (1) County of Albany, New York; (2) City of Atlanta, Georgia; (3) Bergen County, New Jersey; (4) City of Baton Rouge/East Baton Rouge Parish, Louisiana; (5) Broward County, Florida; (6) Camden County, New Jersey; (7) Cass County, North Dakota; (8) City of Chicago, Illinois; (9) Cobb County, Georgia; (10) City of Concord, New Hampshire; (11) Cumberland County, Maine; (12) City of Delray Beach, Florida; (13) Denver, Colorado; (14) Escambia County, Florida; (15) Essex County, New Jersey; (16) County of Fannin, Georgia; (17) Franklin County, Ohio; (18) Galveston County, Texas; (19) County of Gooding, Idaho; (20) City of Grand Forks, North Dakota; (21) County of Hennepin, Minnesota; (22) City of Indianapolis, Indiana; (23) County of Jefferson, Alabama; (24) Jefferson County/City of Louisville, Kentucky; (25) Jersey City, New Jersey; (26) Kanawha County, West Virginia; (27) King County, Washington; (28) City of Lakewood, Ohio; (29) City of Los Angeles, California; (30) City of Lowell, Massachusetts; (31) City of Manchester, New Hampshire; (32) Maricopa County, Arizona; (33) Mecklenburg County, North Carolina; (34) The Metropolitan Government of Nashville and Davidson County, Tennessee; (35) Milwaukee County, Wisconsin; (36) Monterey County, California; (37) City of Norwalk, Connecticut; (38) County of Palm Beach, Florida; (39) Paterson City, New Jersey; (40) City of Phoenix, Arizona; (41) Prince George's County, Maryland; (42) Riverside County, California; (43) City of Saint Paul, Minnesota; (44) City of Roanoke, Virginia; (45) County of Rockland, New York; (46) City and County of San Francisco, California; (47) County of Smith, Texas; (48) County of Tulsa, Oklahoma; and (49) Wayne County, Michigan.

5. Who are the Defendants?

The Court has authorized the Negotiation Class to negotiate with 13 Defendants (including their affiliates): (1) Purdue, (2) Cephalon, (3) Endo, (4) Mallinckrodt, (5) Actavis, (6) Janssen, (7) McKesson, (8) Cardinal, (9) AmerisourceBergen, (10) CVS Rx Services, Inc., (11) Rite-Aid Corporation, (12) Walgreens, and (13) Wal-Mart. The Negotiation Class is authorized to negotiate settlements with any of these 13 Defendants, on any of the claims or issues identified below in FAQ 7, or other claims or issues arising out of the same factual predicate. If Class Counsel seek to negotiate for the Class with any other defendants, they can file a motion asking the Court to amend the Class certification order.

6. Has a Class settlement been reached with Defendants yet?

No. No Class settlement has been reached yet with any Defendant. But the existence of a Negotiation Class makes the possibility of Class settlement more feasible because a Defendant will know the group with which it is negotiating. There is no guarantee, however, that there will be a Class settlement and it is possible that there will be settlements that do not encompass the Class, such as settlements between one or more Class Members and one or more Defendants.

THE CLASS CLAIMS AND ISSUES

7. What claims and issues are certified for the Negotiation Class?

In this Negotiation Class, the Court certified two federal Racketeer Influenced and Corrupt Organizations Act (“RICO”) claims and two federal Controlled Substances Act (“CSA”) issues. The RICO claims and the issues related to the CSA are similar across the country and the Class. The first RICO claim alleges that five Defendants misled physicians and the public about the need for and addictiveness of prescription opioids, all in an effort to increase sales. The second RICO claim alleges that eight Defendants ignored their responsibilities to report and halt suspicious opioid sales, all in an effort to artificially sustain and increase federally-set limits (quotas) on opioid sales. The CSA issues allege that the CSA required Defendants to create systems to identify, suspend, and report unlawful opioid sales, and that Defendants failed to meet those obligations. As noted in FAQ 5, above, the Negotiation Class is authorized to negotiate Class settlements concerning these claims and issues or other claims or issues arising out of the same factual predicate. **However, this Negotiation Class does not involve claims by State governments against the Defendants and no Class settlement will release or otherwise interfere with any State government’s current or future litigation. This Negotiation Class concerns claims only of counties and cities.** You can read more about these claims and issues in the Court’s Memorandum Opinion certifying this Class, which is posted at www.OpioidsNegotiationClass.info.

8. Has the Court decided any claims or issues?

No. The Court has not decided any Classwide claims or defenses on the merits and the Court will not render any Classwide decisions on the merits of any claims asserted by the Class or individual Members of it. By establishing this Negotiation Class and issuing this notice, the Court is not suggesting the Class would win or lose this case. This Class has been certified for negotiation purposes only.



WHO IS IN THE CLASS

9. What entities are included in the Negotiation Class?

The Negotiation Class is defined as:

All counties, parishes, and boroughs (collectively, “counties”); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively “cities”).

A complete current list of Class Members is available at www.OpioidsNegotiationClass.info. The list may be updated as the Court may order.

The terms “counties” and “cities” are used only as shorthand. The Class includes political subdivisions with other names, such as parishes, villages, towns, townships, etc. The list of Class Members was devised primarily from the U.S. Census Bureau lists of governmental entities that provide services to their residents. Check the Cities and Counties lists posted on the Class website to confirm whether you are a Negotiation Class Member.

10. Are counties and cities with state court-filed actions considered part of the Negotiation Class?

Yes. Counties and cities that sue in state court are Members of this Negotiation Class, with the option to opt out. However, nothing about Membership in the Negotiation Class interferes with the rights of any federal or state court plaintiffs to proceed with their own cases for litigation, trial, or individual settlement. Only if and when a Class settlement has been reached, has been approved by 75% of the voting Class Members as described in FAQ 19, and has been approved by the Court, would Class Members lose their ability to proceed on their own, in exchange for the settlement benefits that they would receive.

11. Will the Negotiation Class end the opioid litigation that my County or City has filed?

Not now and only if a Class settlement is later reached and approved. Your county’s or city’s Membership in the Negotiation Class will not immediately affect any opioid suit it has filed, whether in federal or state court. It also will not stop your county or city from filing or pursuing a lawsuit, and it will not affect any scheduled hearings or trials in any lawsuit. However, if there is a final Class settlement, approved by the required 75% of the voting Class Members and by the Court, the final settlement will likely end all other opioids-related litigation brought by Class Members. In the meantime, you do not need to opt out of the Class to file, continue to prosecute, or settle your own case, and you may keep any settlement or judgment you obtain. If any county or city obtains a judgment or settlement with a Defendant before the Negotiation Class does, however, it will not receive additional compensation through any later Negotiation Class settlement. But by remaining in the Class, your county or city does risk foregoing its own lawsuit (although it would obtain money from a Class settlement) if a Class settlement is reached and approved.

12. How does the Negotiation Class affect other types of opioid plaintiffs that are not counties or cities?

The Negotiation Class does not directly affect the litigation or settlement of the claims of other types of plaintiffs, such as Indian Tribes, third party payors, and others, that are proceeding in federal or state courts. These plaintiffs can organize themselves as groups or propose their own Classes, for trial or settlement purposes.

THE NEGOTIATION CLASS PROCESS

13. Now that the Court has approved this process, what will happen next?

The creation of the Negotiation Class has these next steps:

- On **September 11, 2019**, Judge Polster, the federal judge overseeing all of the national opioids litigation, certified the Negotiation Class to go forward.
- On or before **September 20, 2019**, Class Action Notice will be sent via First-Class mail and posted to the Class website **www.OpioidsNegotiationClass.info** to all Class Members.
- **Class Members have until November 22, 2019 to decide whether to participate or to opt out of the Class. This is the “opt-out period.” All Class Members are automatically included in the Class. If a Class Member wants to participate, it does not need to do anything at this point. Only Class Members that wish to exclude themselves (“opt out”) and not participate in the Class must act: they must submit a copy of the enclosed Exclusion Request Form on or before November 22, 2019, using the instructions in FAQ 26.**
- After the close of the opt-out period, the Court will enter an order confirming the Membership of the Class, saying who is in and who is out of the Class.
- After that, the Class will operate if, and only if, one or more of the Defendants wishes to negotiate with the Class as a whole through the Negotiation Class mechanism.
- If a proposed Class settlement is reached, the proposal will be submitted to the entire Class Membership for its approval or rejection in accordance with the voting formula (described in FAQ 18 and 19 below). If no proposed settlement is reached, the Class will not vote and will have no other role.

14. If my County or City chooses to participate in the Negotiation Class, how will it know when there is a proposed Class settlement?

All Negotiation Class Members will be given advance notice of any Class settlement offer, including details on its terms and conditions, and they will have an opportunity to vote on each settlement offer. Class Members will be able to cast their vote securely, through the Class website, which will establish a voting identity and portal for each Class Member. Only Class settlements achieving 75% approval votes, by number, by allocation, and by population, of the litigating and non-litigating Class Members that vote (as described in FAQ 19) will be submitted to the Court, which will make the final determination of whether to approve the settlement.

15. If there is a proposed Class settlement, does the Court still have to approve it?

Yes. If there is a proposed settlement that is approved by 75% of the voting Class Members, as described in FAQ 18 and 19, the Court will review and decide whether to approve it, under the Class action settlement approval process set forth in Federal Rule of Civil Procedure 23(e). Generally, the Court will assess whether any settlement is fair, reasonable, and adequate. All applications for fees and costs also require court approval under Rule 23 procedures. (See https://www.law.cornell.edu/rules/frcp/rule_23.)

16. If there is a proposed settlement and my County or City is included in the Negotiation Class, but it disapproves of the settlement terms, can my County or City object to the settlement?

Yes. As a Negotiation Class Member, you will be entitled under Rule 23(e) to object to any settlement, even if it has received approval from the Class. However, as described in FAQ 27, you

Questions? Visit www.OpioidsNegotiationClass.info



will likely not be able to exclude yourself from the Class at that time. An objection explains your concerns to the Court for its consideration but does not remove you from the Class.

17. How long will the Negotiation Class last?

The Negotiation Class will last for 5 years from the date it is certified by the Court. The Court certified the Class on September 11, 2019 and the Negotiation Class will last until September 11, 2024. After that date, the Class will not exist as an entity with which a Defendant can negotiate. However, the Negotiation Class will continue to exist with regard to: (1) any Class settlements presented to the Negotiation Class for a vote before that date, to carry out the voting and approval process; and (2) any Class settlements reached before that date, to complete settlement administration and enforcement.

VOTING

18. If there is a proposed Class settlement, how will the voting be done?

Each Class Member will vote only once on any particular Class settlement proposal. The vote will simply be yes-or-no, in favor of or against the proposed settlement. Class Members that do not vote will not be counted as either yes or no votes; as with an election for government office in the United States, the only votes that are counted are those of the voters who actually cast votes. Class Members' votes will be tabulated mechanically within each applicable voting pool, to make sure that 75% of each pool is in favor of the proposed settlement before it is presented to the Court. The voting pools are described in FAQ 19. Voting tabulation does not require any effort by the Class Members. The requirement of 75% support of voting Class Members across the different voting pools ensures that no settlement will go forward without a wide cross-section of support from cities and counties of all sizes and interests.

19. If there is a proposed Class settlement, how many votes are needed to approve it?

The agreement to be bound by a supermajority vote means that no settlement can be reached that would bind the Negotiation Class without the approval of 75% of the voting Class Members, defined in several ways. To be binding, 75% of those voting in each of the following six categories must approve a proposed settlement:

- 75% of the total number of voting Class Members that had filed suit as of June 14, 2019 ("litigating entities"). This number is based on all individual Class Members who had suits on file regardless of size, so that each voting entity has one vote;
- 75% of the total number of voting Class Members that had not filed suit as of June 14, 2019 ("non-litigating entities"). This number is based on all individual Class Members who had not filed suit, regardless of size, so that each voting entity has one vote;
- 75% of the total population of all voting Class Members that had filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes yes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county's vote is weighted as 20,000 votes in favor, and the city's vote is recorded as 10,000 votes in favor. The population for each County or City will be based on current census data. The current data is presented on the Class website, www.OpioidsNegotiationClass.info. Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;

Questions? Visit www.OpioidsNegotiationClass.info

- 75% of the total population of all voting Class Members that had not filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county's vote is weighted as 20,000 votes in favor, and the city's vote is recorded as 10,000 votes in favor. Again, the population for each County or City will be based on current census data. The current data is presented on the Class website, www.OpioidsNegotiationClass.info. Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;
- 75% of the litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at opioidsnegotiationclass.info; and
- 75% of the non-litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at opioidsnegotiationclass.info.

For purposes of counting votes, only votes cast will be considered. In order for a proposed settlement to be binding on the Negotiation Class, 75% of those Class Members who cast votes in **each** of these six categories must be in favor. No settlement will be submitted to the Court for final approval unless 75% of those voting in **each** of the six categories are in favor. No county or city that is not a Class Member as of the deadline for a vote on a proposal will be allowed to vote on that proposal.

ALLOCATION OF CLASS SETTLEMENT FUNDS

20. If there is a Class settlement, how will my County or City's share of the settlement be determined?

Any Class settlement funds will be distributed in three steps:

Step 1: Each county's share of the settlement will be distributed in accordance with an "allocation model." The allocation model uses three factors, based on reliable, detailed, and objective national data, to determine the share of a settlement fund that each county will receive. These factors address the most critical causes and effects of the opioids crisis, and are each weighted equally (1/3-1/3-1/3): (1) the amount of opioids distributed within the county, (2) the number of opioid deaths that occurred in the county; and (3) the number of people who suffer opioid use disorder in the county. This model is designed not to favor either small or large counties based solely on population. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused actual harm.

Step 2: Counties and their constituent cities, towns, and boroughs may distribute the funds allocated to the county among all of the jurisdictions in any manner they choose. If the county and cities cannot agree on how to allocate the funds, the Class website reflects a default allocation that will apply. The default allocation formula uses historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past. Any of the affected jurisdictions may ask a Special Master to apply a different formula.

Step 3: If the default allocation is used and a city's share is less than \$500, then that amount will instead be distributed to the county in which the city lies to allow practical application of the abatement remedy. Affected cities could seek recovery through intra-county allocation described in Step 2, or from the Class Members' Special Needs Fund (see FAQ 24). In the rare circumstance that a city with a share of less than \$500 lies in a county that does not have a county government, the amount would instead go to the Class Members' Special Needs Fund, and Class members could seek recovery from that Fund.

Further information about the allocation formulas and their data sources are available at the Class website.

Questions? Visit www.OpioidsNegotiationClass.info



21. What happens if a county and its constituent cities make different decisions about staying in the Class?

- If a county and all of its constituent cities remain in the Class, each entity's share will be determined as explained in FAQ 20.
- If a county remains in the Class, but one or more cities within the County are not in the Class, there are a variety of ways that a Class settlement might address that situation, but it is possible that a Class settlement would require that the County's allocation be reduced.
- If a county is not in the Class, but cities within that county remain in the Class, there are a variety of ways a Class settlement might address that situation. One possibility is that a city would receive no direct monetary allocation because its county has opted out, but that it could seek monetary relief through the Special Needs Fund (see FAQ 24). If a settlement provides a city no possibility of monetary relief because its county has opted out, Class Counsel anticipates the city would not be required to release its claims against the settling Defendant.

22. If there is a settlement between a Defendant and a State or States, what impact will this Negotiation Class have on the division of monies between a State and the cities and counties within the State?

The Negotiation Class process does not interfere with a Defendant's ability to settle directly with one or more States. If a Defendant reaches a settlement directly with a State, nothing about this Negotiation Class process would affect the distribution of those settlement funds between the State and its own cities or counties. The Court has explicitly ordered that the Class's lawyers not involve themselves or the Class in the process of allocating monies secured by States between themselves and their counties and cities.

23. Will Negotiation Class Representatives receive anything more than other Class Members?

Negotiation Class Representatives do not receive preferential treatment under any settlement simply for serving as Class Representatives. Their allocation will be calculated in precisely the same manner as every other Class Member's. However, they can apply to the Court for reimbursement of costs and expenses incurred by reason of serving as Class Representatives. Also, courts often award a modest amount to Class Representatives, called an incentive or service award, so as to encourage Class Representatives to step forward on behalf of others. Any such awards are subject to Class notice and Court approval.

24. What is the Special Needs Fund?

Fifteen percent (15%) of any Class settlement fund will be put into the "Special Needs Fund." Any Class Member may apply for a distribution from the Special Needs Fund: (1) to recover its costs of litigating its own opioids lawsuit, if that case was filed before June 14, 2019; and/or (2) to obtain additional relief for any local impact of the opioids crisis that is not captured by the Class Member's allocation. Applications will be made to and approved by a court-appointed Special Master, on a case-by-case basis. Any unawarded amount remaining in this Special Needs Fund would revert to the Class.

YOUR RIGHTS AND OPTIONS

25. Can my county or city exclude itself from the Negotiation Class?

Yes. You have a **one-time** opportunity to exclude your county or city from the Class and you must do so before November 22, 2019. You must follow the procedure set forth in FAQ 26 below to

Questions? Visit www.OpioidsNegotiationClass.info

exclude your county or city. As explained in FAQ 27, you will likely **not** be given a second opportunity to exclude your county or city from the Class if a settlement is later reached and you should not count on such an opportunity being available at that time.

26. How does my county or city exclude itself from the Negotiation Class?

You may exclude your county or city (“opt out”) by signing and sending, either by email or by first-class U.S. mail, the enclosed Exclusion Request Form.

- If submitted by email, the form must be sent to info@OpioidsNegotiationClass.info on or before **November 22, 2019**.
- If submitted by mail, the form must be postmarked on or before **November 22, 2019** and sent by first-class U.S. mail to:

NPO Litigation
P.O. Box 6727
Portland, OR 97228-6727

The Exclusion Request Form must be signed by an **authorized** official or employee of the county or city itself, under penalty of perjury pursuant to 28 U.S.C. § 1746, and is subject to verification by the Court. If you exclude your county or city from the Negotiation Class, your county or city will not be bound by any Orders or Judgments regarding the Class, and it will have no right to share in any settlement reached by the Class.

27. If my county or city stays in the Negotiation Class, can it exclude itself later if it doesn't like a proposed settlement?

Not under the current Court Order. The Court's Order certifying the Negotiation Class provides only one opportunity for a county or city to exclude itself from the Class. The exclusion deadline ends on November 22, 2019. If a settlement is reached and proposed to the Class for its approval, Class Members who do not support the settlement may (1) vote against it and/or, (2) if the settlement is nonetheless approved by the Class votes, file objections with the Court. Rule 23 permits a court to offer a second opportunity for Class Members to opt out when a settlement is proposed, but the Rule does not require the Court to give Class Members a second opportunity to opt out. In this case, it is anticipated that the Court will not give Class Members a second opportunity to opt out. Therefore, Class Members should not rely on that possibility. Class Members should expect that there will be no opportunity to opt out of the Class after **November 22, 2019**.

THE LAWYERS REPRESENTING THE CLASS

28. Who are the Class Counsel?

The Court has authorized the following six lawyers to jointly represent the Negotiation Class: Jayne Conroy and Christopher A. Seeger are Co-Lead Negotiation Class Counsel and Gerard Stranch, Louise Renne, Mark Flessner, and Zachary Carter are Negotiation Class Counsel. Each of these six lawyers represents only cities or counties in Opioids-related litigation.

29. How do Class Counsel get paid?

Class Counsel will apply to the Court for approval of fees and costs under Rule 23(h). As a Class Member, you will receive notice and have an opportunity to object to any such application. The Court may appoint fee committees to make recommendations of any fee awards, to avoid duplication of payment, and to ensure appropriate compensation of those whose efforts provided a common benefit. The Court will make the final decision about all fees paid out of the Class's recovery to any lawyer.

Questions? Visit www.OpioidsNegotiationClass.info



30. Under this proposal, what happens to my County or City's current fee agreement with outside counsel?

The current fee agreement that a county or city has with its outside counsel remains in effect. Membership in the Negotiation Class does not change that. In the event of any settlement that achieves Class and Court approval, there would be a "Private Attorneys Fund" from which outside counsel for Class Members that had signed retainer agreements for opioid epidemic-related litigation before June 14, 2019 could apply for fees and costs in lieu of any current fee agreement. That would be a voluntary decision between the county or city and its outside counsel. A total of up to 10% (maximum) of any approved Class settlement amount will be held in the Private Attorneys Fund. Any unawarded amount remaining in this Fund would revert to the Class. The Court must approve all payments from this Fund.

GETTING MORE INFORMATION

31. How can my County or City keep up with what's going on in this case?

Pertinent news and information will be posted at the Class website, **www.OpioidsNegotiationClass.info** on an ongoing basis. As a Class Member, you also will have the opportunity to sign up, through the Class website, for email notices alerting you to the fact that new information has been posted to the Class website.

**DO NOT WRITE OR CALL THE COURT OR THE
CLERK'S OFFICE FOR INFORMATION**

DATE: September 11, 2019.



IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY
YOU MUST ACT BY NOVEMBER 22, 2019

EXCLUSION REQUEST FORM

Read this page carefully then turn to Page 2 if you want to sign and send

Complete this form **ONLY** if your County or City does **NOT** want to remain a Class Member and does not want to share in any potential negotiated Class settlement. If your County or City does not complete and submit this form, it will be deemed to be a Class Member so long as it is a County or City in the United States as those terms are described in the Class Notice and is on the list of Class Members found at www.OpioidsNegotiationClass.info.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

_____	x	
	:	
In re NATIONAL PRESCRIPTION	:	1:17-md-2804 (DAP)
OPIATE LITIGATION	:	
_____	x	

Class Notice Administrator
NPO Litigation
P.O. Box 6727
Portland, OR 97228-6727

Dear Class Notice Administrator:

My County or City does **NOT** want to be a member of the Negotiation Class certified in the *In re National Prescription Opiate Litigation*. I understand that by completing the information requested on page 2, signing, and submitting a copy of this form by email (to the email address on page 2) sent on or before **November 22, 2019** OR by first-class U.S. mail (to the mailing address on page 2) post-marked on or before **November 22, 2019**, I am opting my County or City out of the Negotiation Class and it will **NOT** be a Class Member. I understand that by timely submitting this form, my County or City is foregoing the right to share in any Class settlement that may be obtained. I understand that my County or City is **NOT** guaranteed an opportunity to opt back in if there is a Class settlement, so this is our final decision. I also understand that by opting out, my County or City will not be bound by any judgment entered as part of any Class settlement.

I understand that if my jurisdiction is a Class Member and wants to remain a Class Member, it does not need to do anything now. I understand that I should **NOT** return this Exclusion Request Form if my jurisdiction wants to remain a Class Member.

I understand that, if I have any questions, I may contact Class Counsel at **1-877-221-7468**, or visit www.OpioidsNegotiationClass.info **BEFORE** I mail this form to you and **BEFORE** **November 22, 2019**.

**TURN TO PAGE 2 IF YOU WANT TO SIGN EXCLUSION/OPT-OUT FORM
AND FOR EMAIL AND MAILING ADDRESSES**





**IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY
YOU MUST ACT BY NOVEMBER 22, 2019**

EXCLUSION REQUEST FORM
Read Information on Page 1 carefully before signing

Having read and understood the information on page 1, the County or City **(circle one)** entitled _____ in the State of _____ hereby excludes itself from the Negotiation Class certified by the United States District Court in the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL 2804. Under penalty of perjury and in accordance with 28 U.S.C. § 1746, I declare that I am an official or employee authorized to take legal action on behalf of my County or City.

Signature: _____

Print name: _____

Title: _____

City or County Represented: _____ (Circle one): City / County

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Date: _____

BY NOVEMBER 22, 2019

EMAIL TO:

**OR SEND BY
FIRST CLASS MAIL TO:**

info@OpioidsNegotiationClass.info

NPO Litigation
P.O. Box 6727
Portland, OR 97228-6727

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Whitney Crook, Clerk of Council
FROM: William Griswold, Building Commissioner
DATE: 11/5/2019
SUBJECT: An Ordinance accepting the Planning and Zoning Commission's recommendation of a Conditional Use Permit for a Parkinson's Disease Wellness Center to be located at 23905 Mercantile Road, Beachwood, Ohio; and declaring this to be an urgent measure

On October 31, 2019, Planning & Zoning approved and recommended Conditional Use Permit for InMotion to be located at 23905 Mercantile Road, Suite M.

AN ORDINANCE ACCEPTING THE PLANNING AND ZONING COMMISSION'S RECOMMENDATION OF A CONDITIONAL USE PERMIT FOR A PARKINSON'S DISEASE WELLNESS CENTER TO BE LOCATED AT 23905 MERCANTILE ROAD, BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, InMotion has requested that the Planning and Zoning Commission recommend to City Council the approval of a Conditional Use Permit for a Parkinson's Disease Wellness Center to be located at 23905 Mercantile Road, Beachwood, Ohio; and

WHEREAS, the Planning and Zoning Commission, on October 31, 2019, reviewed the request and recommended that City Council grant the Conditional Use Permit subject to certain conditions, stipulations, and requirements; and

WHEREAS, in making such recommendation, the Planning and Zoning Commission, found that the application would combine elements of personal services, training facilities, education facilities, dance studios, exercise facilities, fitness facilities, and medical facilities, all of which are permitted or conditionally permitted uses in the U-8 District.

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

Section 1: Council accepts the recommendation of the Planning and Zoning Commission made on October 31, 2019, in P & Z Case No. 2019-37 and grants a Conditional Use Permit to InMotion to permit a Parkinson's Disease Wellness Center to be located at 23905 Mercantile Road, Beachwood, Ohio subject to compliance with the conditions, stipulations, and requirements made by the Planning and Zoning Commission which shall include, but not be limited to the following:

1. The Conditional Use Permit is being issued to InMotion and is not transferrable without the approval of the Planning and Zoning Commission.

Section 2: The Building Commissioner is directed to include the conditions, stipulations, and requirements listed in Section 1 of this Ordinance in any conditional use permit and certificate of occupancy issued for InMotion. The failure to comply with any one or more of the conditions, stipulations, or requirements listed in Section 1 of this Ordinance and/or any other provision of the Zoning Code shall be deemed to be a violation of the Zoning Code and the Building Commissioner and any other City official are authorized to take any action that may be necessary to enforce the conditions, stipulations and requirements.

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 immediately 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 immediate necessity of granting a Conditional Use Permit to permit a Parkinson's Disease Wellness Center to be located at 23905 Mercantile Road, Beachwood, Ohio; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 18th day of November, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of November, 2019.

Clerk

Approval: I have approved this legislation this 19th day of November, 2019, and filed it with the Clerk.

Mayor

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: October 17, 2019

RE: **P&Z 2019-37 InMotion**
23905 Mercantile Road



This request is for a Conditional Use Permit for a Parkinson's disease wellness center to be operated on the subject site. The applicant indicates that they provide a number of different services to their clients, including exercise programs, movement training, education classes, and support groups. The subject site is located in the U-8 Industrial and Office Mixed-Use District. The proposed use would combine elements of personal services, training facilities, educational facilities, dance studios, exercise facilities, fitness facilities, and medical facilities, all of which are permitted or conditionally permitted uses in the U-8 District.

The use would occupy the entire existing building, which is approximately 21,000 square feet in area. Their application estimates typical daytime usage as between 50 and 90 persons. Based upon the parking standards set forth in the Zoning Code for the above listed uses, the subject operation will require between 84 and 105 parking spaces. There are currently 110 parking spaces on the subject site.

The Commission will need to act in the form of a recommendation to City Council. It is recommended that the Commission recommend approval of the Conditional Use Permit with the stipulation that this Conditional Use Permit is for InMotion only and shall not be transferred without the approval of the Planning and Zoning Commission.



(216) 342-4417 • beinmotion.org

4829 Galaxy Pkwy, Suite M, Warrensville Hts, OH 44128

October 8, 2019

William Griswold
Building Commissioner
City of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

Dear Mr. Griswold,

Please find attached the supplemental materials required to complete the Planning and Zoning Application presented to your office on Friday, October 4, 2019 for the property located at 23905 Mercantile Road. Included are the following: 1) preliminary test fit plan showing our plans for reconfiguring the building's interior; 2) an aerial photo of the property; and 3) the Cuyahoga County Auditor's report indicating that the real estate taxes are current. Below, I have included some information about InMotion and some additional information about our usage plans for the building.

InMotion is a nonprofit comprehensive wellness center currently located in Warrensville Heights that serves people with Parkinson's disease and their families. Since opening our doors in 2015, we have grown to serve over 1,100 clients here in Northeast Ohio. We offer a variety of evidence-based programs designed to complement each other and provide our clients with the best possible outcomes. Our offerings include exercise classes (boxing, cycling, Better Every Day™, pole trekking); creative movement classes (yoga, dance, tai chi and drumming); creative arts classes (singing, art therapy); support groups and education programs. These classes are free of charge to people with Parkinson's disease and their carepartners. We are completely donor-supported through gifts from foundations, corporations, and individuals. Our approach is designed very thoughtfully and deliberately around giving our clients the tools and resources they need to cope positively and constructively with the changes that their disease brings.

We are committed to implementing a rigorous data collection and analysis program using validated measures. To date, our results show that motor performance and quality of life was stable or improved over a 12-month period in the cohort we looked at, illustrating the power of a holistic community-based approach to wellness for people with Parkinson's and their families.

We have outgrown our current space in Warrensville Heights and have determined that the building at 23905 Mercantile will meet our anticipated growth needs for the foreseeable future.

InMotion currently has 5 full-time staff (with plans to add an additional FTE later this year), 3 part-time staff, and 57 contract wellness instructors and volunteers. Of these individuals, approximately 15 are onsite during the business day. We are estimating that in this new space, we will serve between 1,500 – 2,000 clients annually; however, we estimate the total clients served at any given time will range between 50-90. A small percentage of those clients have arrangements with transportation providers and are dropped off/picked up from the facility, and thus do not impact available parking.

Including the fitness business, the hours of operations on weekdays are 5am – 8pm and Saturdays from 6am – 2pm. InMotion's peak time for delivering services is from 9:45am – 3:30pm. The fitness business's peak hours are from 5:30am – 11:30am and 5:00pm – 8:00pm. During those hours, the fitness coaches see approximately 7-10 clients at any given time.

In addition to the services we offer to our clients, we plan to lease a portion of the space to the owner of a private fitness business, as well as a neurologist, both of whom are founders of InMotion.

Please note that the property we are acquiring has 110 parking spaces, including 20 spaces along the side of the building and 90 spaces in the rear of the building.

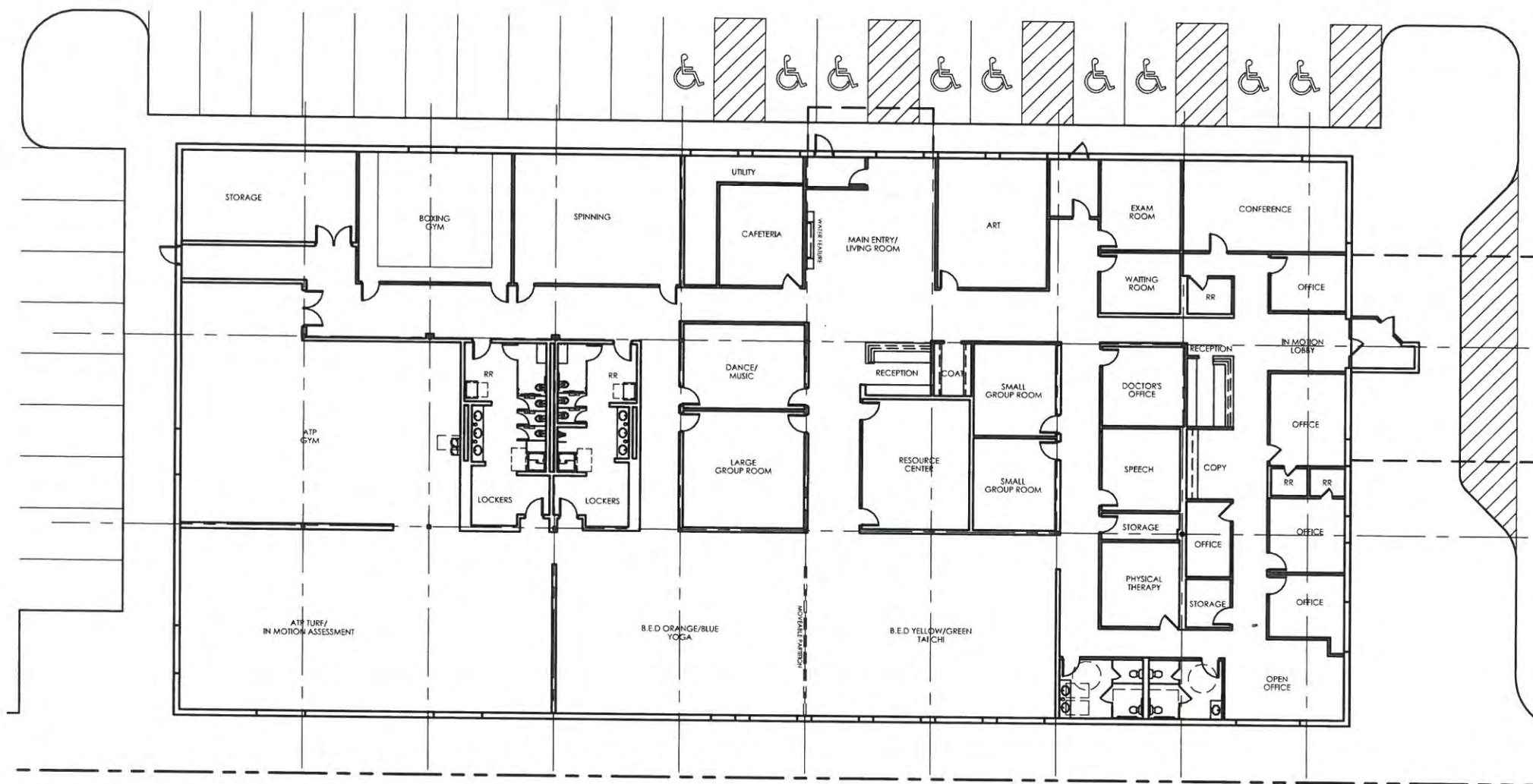
We look forward to becoming part of the Beachwood community. Please feel free to contact me at 216-342-4966 or by email at cschwartz@beinmotion.org if you have further questions,

Sincerely,

A handwritten signature in black ink, appearing to read 'Cathe Schwartz', with a long, sweeping horizontal line extending to the right.

Cathe Schwartz
CEO

cc: Zack Paris
Enc.



CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Whitney Crook, Clerk of Council
FROM: William Griswold, Building Commissioner
DATE: 11/5/2019
SUBJECT: An Ordinance accepting the Planning and Zoning Commission's recommendation for Variances located at 3750 Park East Drive, Beachwood, Ohio; and declaring this to be an urgent measure

On October 31, 2019, Planning & Zoning approved and recommended preliminary and final site plan approval for variance to split City property and consolidate hotel property to be located on Park East Drive.

AN ORDINANCE ACCEPTING THE PLANNING AND ZONING COMMISSION'S RECOMMENDATION FOR VARIANCES LOCATED AT 3750 PARK EAST DRIVE, BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, SWP Acquisition, LLC and Orlean Company have requested that the Planning and Zoning Commission recommend to City Council the approval of four (4) Variances for the location at 3750 Park East Drive, Beachwood, Ohio; and

WHEREAS, the Planning and Zoning Commission, on October 31, 2019, reviewed the request and recommended that City Council grants the Variances.

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

Section 1: Council accepts the recommendation of the Planning and Zoning Commission made on October 31, 2019, in P&Z Case No. 2019-34, P&Z Case No. 2019-35, and P&Z Case No. 2019-36 and grants the following Variances for the location at 3750 Park East Drive, Beachwood, Ohio:

1. Variance of eighty-eight (88) feet to Section 1131.04(a) to permit the lot frontage to be twelve (12) feet in lieu of the required one hundred (100) feet.
2. Variance of ten (10) feet to Section 1131.05(a) to permit parking to extend to the property line in lieu of being setback the required ten (10) feet.
3. Variance of twenty-seven (27) feet to Section 1131.05(a) to permit the building to be located seventy-three (73) feet from the right-of-way line of Park East Drive in lieu of the require one hundred (100) feet.
4. Variance of twenty (20) feet to Section 1131.05(a) to permit parking to be located fifteen (15) feet from the right-of-way line of Park East Drive in lieu of the required thirty-five (35) feet.

Section 2: The failure to comply with any one or more of the conditions, stipulations, or requirements listed in Section 1 of this Ordinance and/or any other provision of the Zoning Code shall be deemed to be a violation of the Zoning Code and the Building Commissioner and any other City official are authorized to take any action that may be necessary to enforce the conditions, stipulations and requirements.

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 immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that the project may proceed forthwith; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

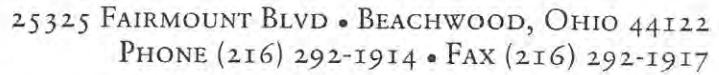
WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 18th day of November, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of November, 2019.

Clerk

Approval: I have approved this legislation this 19th day of November, 2019, and filed it with the Clerk.

Mayor



Form must be completed or will not be processed

APPLICATION DATE: 9/30/19

OWNER OF BUILDING: SWP Acquisition LLC PHONE: 440-505-5600

STREET ADDRESS: 3750 Orange Place

CITY/STATE/ZIP: Beachwood, Ohio 44122

APPLICANT: William G. Gallagher PHONE: 440-530-2256

COMPANY OR FIRM: CT Consultants, Inc.

EMAIL: bgallagher@ctconsultants.com

STREET ADDRESS: 8150 Sterling Court

CITY/STATE/ZIP: Mentor, Ohio 44060

William G. Gallagher, Kris Hopkins, Ken Lurie, David Orlean, Cameron Orlean (see attachment for e-mails)

ADDRESS: 3750 Park East SUITE #

TENANT NAME: _____

PERMANENT PARCEL # 742 - 28 - 0110 PRESENT USE: Office PROPOSED USE: Hotel

PURPOSE OF APPLICATION: Split front lot to develop hotel buildings.

☐ Preliminary site plan approval
☐ Final site plan approval
☒ Lot split
☒ Lot consolidation
☐ Conditional use permit
☐ Rezoning
☐ Zoning text amendment
☐ Other _____
☐ Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application. Please explain reason for variance (**must indicate a hardship**):

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain.

Sale of City Property needed for lot area per unit.

Page 31 of 64
Page 85 of 143

Planning & Zoning Submission Requirements:

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

Planning & Zoning Submission Filing Fees & Deposits:

A non-refundable filing fee in the amount of thirty-five dollars (\$35.00) shall be paid to the City for each application submitted to the Planning and Zoning Commission.

A cash deposit in the following schedule shall be submitted in addition to the filing fee listed at the time of application to the Planning and Zoning Commission and/or Council:

- | | |
|--|---------------------|
| 1) Zoning District: U-1, A-1, U-1, A-2, U-2, U-2A
Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidation plats, easements and any application required to be recorded with the County Recorder's Office. | Deposit: \$300.00 |
| 2) Zoning District: All other zoning districts for new buildings or additions. | Deposit: \$750.00 |
| 3) All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office. | Deposit: \$1,000.00 |
| 4) All other applications including, but not limited to, special use permits, conditional use permits, use variances, minor amendments or revisions to an existing site plan, etc. | Deposit: \$300.00 |

We, the building owner and/or applicant, with our signature below, hereby agree to follow specifically the plans submitted to and approved by the Planning and Zoning Commission and do agree to construct said building(s) as depicted on said approved plans.


SIGNATURE

William G. Gallagher
PRINTED NAME

9/30/2019
DATE

*****OFFICE USE ONLY*****

PLANNING & ZONING COMMISSION - P&Z No. _____ MEETING DATE: _____

FEE: RECEIPT # _____ AMOUNT \$ _____ DATE PAID _____

DEPOSIT: RECEIPT # _____ AMOUNT \$ _____ DATE PAID _____

Preliminary Approval: _____
Date

Final Approval: _____
Date

Recommendation to Council: ☐ YES ☐ NO Meeting Date: _____

BUILDING DEPARTMENT
WILLIAM GRISWOLD, BUILDING COMMISSIONER
PHONE (216) 292-1914 • FAX (216) 292-1917

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: October 21, 2019

RE: **P&Z 2019-34 CT Consultants, Inc.**
P&Z 2019-35 SWP Acquisition LLC
3750 Park East Drive



This request is for approval of a lot split and consolidation plat. The applicant proposes to split the existing parcel on Park East Drive, which is zoned U-9 Motor Service District, into two (2) parcels. Parcel No. 1, which would be the back parcel, would consist of 2.7 acres of land with 12 feet of frontage on Park East Drive. There is an existing office building on this parcel. This parcel has a shared access easement with the property to the north. Therefore, while the 12 feet wide strip provides frontage, the actual access to the site will be via the existing access easement.

Parcel No. 2 would consist of 2.716 acres of land with 392 feet of frontage on Park East Drive. The applicant proposes to consolidate this 2.716 acre parcel with the 1.842 acre parcel obtained from the City to create a building parcel consisting of approximately 4.5 acres with frontage on Park East Drive. The resulting parcel will be partially zoned U-9 Motor Service District and partially zoned U-7A General Office Building District. The purpose of the odd shapes is to achieve the necessary acreage to meet the requirements for the proposed hotel. Parcel No. 2 will conform to all of the minimum lot area and frontage requirements for land so zoned.

Parcel No. 1 will comply with the minimum lot area requirement for office parcels in the U-9 Motor Service District but will require a lot frontage variance of 88 feet to the minimum Code requirement of 100 feet. The existing office building will still meet all of the minimum setback requirements, however, this parcel will also require a parking setback variance along the southern property line. The proposed site plan for the hotel indicates a shared parking and access arrangement with the office building. In the past, the Commission has routinely approved parking setback variances for shared parking arrangements.

P&Z 2019-34
P&Z 2019-35
CT Consultants, Inc.
SWP Acquisition LLC
3750 Park East Drive
October 21, 2019
Page 2

This action will require a recommendation to City Council for the variances. It is recommended that the Planning and Zoning Commission recommend approval of the lot split and consolidation plat and the variances subject to the following stipulations:

1. Pursuant to Section 1159.04 it is determined that a practical difficulty will result on the subject site from the literal enforcement of Code Section 1131.04(a) with regard to minimum lot frontage and Code Section 1131.05(a) with regard to required parking setbacks from side property lines.
2. Granting a variance of 88 feet to Section 1131.04(a) to permit the lot frontage to be 12 feet in lieu of the required 100 feet.
3. Granting a variance of 10 feet to Section 1131.05(a) to permit parking to extend to the property line in lieu of being setback the required 10 feet.



25325 FAIRMOUNT BLVD • BEACHWOOD, OHIO 44122
PHONE (216) 292-1914 • FAX (216) 292-1917

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: 9/30/19

OWNER OF BUILDING: Orlean Company PHONE: 216-514-4990

STREET ADDRESS: 23875 Commerce Park, Suite 140

CITY/STATE/ZIP: Beachwood, Ohio 44122

APPLICANT: William G. Gallagher PHONE: 440-530-2256

COMPANY OR FIRM: CT Consultants, Inc.

EMAIL: bgallagher@ctconsultants.com

STREET ADDRESS: 8150 Sterling Court

CITY/STATE/ZIP: Mentor, Ohio 44060

PRESENTER(S) TO APPEAR AT THE P&Z MEETING (include name & email address):

William G. Gallagher, Kris Hopkins, Ken Lurie, David Orlean, Cameron Orlean (see attachment for e-mails)

DESCRIPTION OF THE PROPERTY:

ADDRESS: Park East Road, Beachwood, Ohio SUITE #

TENANT NAME:

PERMANENT PARCEL # tbd - - PRESENT USE: Office PROPOSED USE: Hotel

PURPOSE OF APPLICATION: Preliminary Site Approval

NATURE OF THE REQUEST (check as many as apply):

- ☒ Preliminary site plan approval
- ☐ Final site plan approval
- ☐ Lot split
- ☐ Lot consolidation
- ☐ Conditional use permit
- ☐ Rezoning
- ☐ Zoning text amendment
- ☐ Other
- ☐ Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.

Please explain reason for variance (**must indicate a hardship**):

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain.

***** (OVER) CONTINUED ON BACK*****

Planning & Zoning Submission Requirements:

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

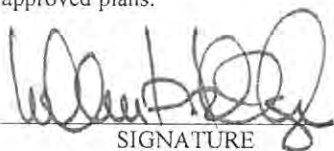
Planning & Zoning Submission Filing Fees & Deposits:

A non-refundable filing fee in the amount of thirty-five dollars (\$35.00) shall be paid to the City for each application submitted to the Planning and Zoning Commission.

A cash deposit in the following schedule shall be submitted in addition to the filing fee listed at the time of application to the Planning and Zoning Commission and/or Council:

- | | |
|--|---------------------|
| 1) Zoning District: U-1, A-1, U-1, A-2, U-2, U-2A
Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidation plats, easements and any application required to be recorded with the County Recorder's Office. | Deposit: \$300.00 |
| 2) Zoning District: All other zoning districts for new buildings or additions. | Deposit: \$750.00 |
| 3) All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office. | Deposit: \$1,000.00 |
| 4) All other applications including, but not limited to, special use permits, conditional use permits, use variances, minor amendments or revisions to an existing site plan, etc. | Deposit: \$300.00 |

We, the building owner and/or applicant, with our signature below, hereby agree to follow specifically the plans submitted to and approved by the Planning and Zoning Commission and do agree to construct said building(s) as depicted on said approved plans.



SIGNATURE

William G. Gallagher
PRINTED NAME

9/30/2019
DATE

*****OFFICE USE ONLY*****

PLANNING & ZONING COMMISSION - P&Z No. _____ MEETING DATE: _____

FEE: RECEIPT # _____ AMOUNT \$ _____ DATE PAID _____

DEPOSIT: RECEIPT # _____ AMOUNT \$ _____ DATE PAID _____

Preliminary Approval: _____
Date

Final Approval: _____
Date

Recommendation to Council: ☐ YES ☐ NO Meeting Date: _____

BUILDING DEPARTMENT
WILLIAM GRISWOLD, BUILDING COMMISSIONER
PHONE (216) 292-1914 • FAX (216) 292-1917

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner 

DATE: October 23, 2019

RE: **P&Z 2019-36** **CT Consultants, Inc.**
Orlean Company
3750 Park East Drive

This request is for preliminary site plan approval for the construction of two (2) new hotels buildings on approximately 4.5 acres of land with frontage on Park East Drive. The subject site has split zoning with portions of the site zoned U-9 Motor Service District, U-7A General Office Building District, and U-5 Public and Institutional District. The proposed hotel buildings and associated parking would be located on the portion of the site zoned U-9 Motor Service District. The portions of the site in the other zoning districts would be used for open space and storm water management and would serve to meet the requirement of Section 1131.04(c) that hotels have a minimum of 1,300 square feet of lot area per lodging unit. The proposed lodging units are designed and intended for longer term extended occupancies.

The applicant proposes to construct 153 lodging units. They indicated that they will have 12 employees. Based on the number of lodging units and employees, the project is required to have 159 parking spaces. The site development plan indicates a total of 159 spaces with 98 of those in lower level parking garages under the hotel buildings and the remaining 61 spaces in surface parking lots. The two hotel buildings are each 75,850 square feet and four stories or 59 feet in height. The buildings would be in front of the office building that will occupy the rear lot. The proposed hotel buildings will comply with the minimum side and rear yard building setback requirements. The applicant is seeking a front setback variance to permit the front building to be setback 73 feet from the Park East Drive right-of-way in lieu of the required 100 feet. The proposed lesser setback would place the building generally in alignment with the office building to the immediate north and the apartment building to the south of the subject site since both of those buildings

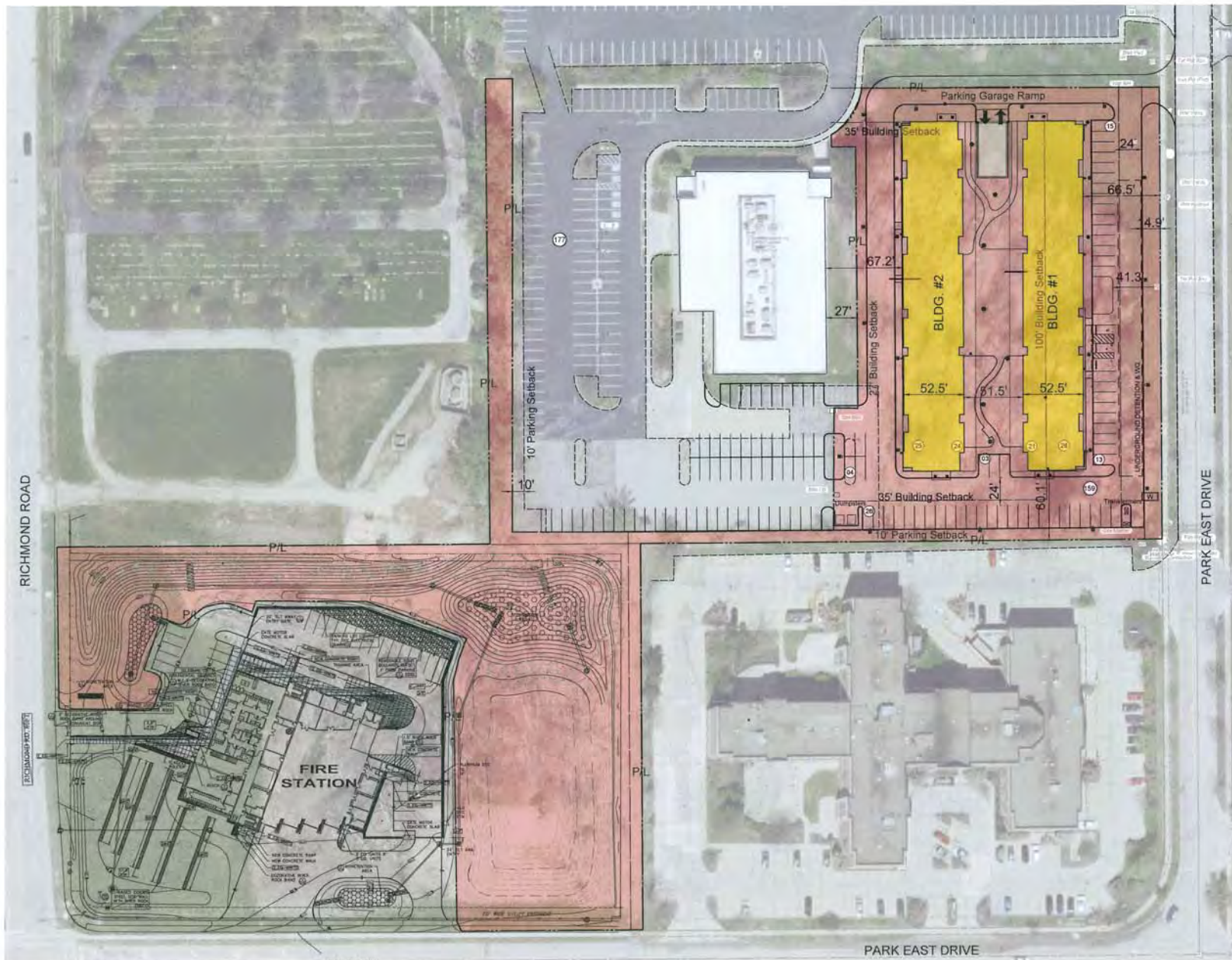
were located in compliance with the required setback for office buildings in the U-9 District, which is 75 feet.

The only other variance being requested is for the front parking setback. The applicant is seeking to place the parking at 15 feet from the Park East Drive right-of-way in lieu of the required 35 feet. Again, this setback would align the parking with the building to the south. The buildings across the street have similar reduced parking setbacks. As the Commission is aware, there are numerous buildings on Park East Drive with reduced front parking setbacks. Where such approvals have been granted, the Commission has mandated more extensive landscaping in the front setback. The applicant has provided preliminary landscaping concepts and has indicated their willingness to provide enhanced landscaping along their frontage as part of their final site development plan submission.

In summary, the proposed development will comply with all of the zoning requirements for hotels in the U-9 Motor Service District with the exception of the front building and parking setbacks. In the instance of those setbacks, the applicant is proposing to match the established setbacks along Park East Drive.

This action will require a recommendation to City Council for the variances. It is recommended that the Planning and Zoning Commission recommend approval of the preliminary site development plan for the two hotel buildings and the two requested variances subject to the following stipulations:

1. Pursuant to Section 1159.04 it is determined that a practical difficulty will result on the subject site from the literal enforcement of Code Section 1131.05(a) with regard to required front building and parking setbacks.
2. Granting a variance of 27 feet to Section 1131.05(a) to permit the building to be located 73 feet from the right-of-way line of Park East Drive in lieu of the required 100 feet.
3. Granting a variance of 20 feet to Section 1131.05(a) to permit parking to be located 15 feet from the right-of-way line of Park East Drive in lieu of the required 35 feet.



SITE DATA

BUILDING STORIES.....	4 FLOORS + BASEMENT GARAGE
BUILDING USE.....	HOTEL
BUILDING HEIGHT.....	59 FEET MAX.
BUILDING AREA #1.....	15,170 S.F./FLOOR
BUILDING AREA #2.....	15,170 S.F./FLOOR
BUILDING TOTAL AREA #1.....	75,850 S.F.
BUILDING TOTAL AREA #2.....	75,850 S.F.
GRAND TOTAL.....	151,700 S.F.

PARKING

BUILDING 1 GARAGE.....	49 SPACES
BUILDING 2 GARAGE.....	49 SPACES
SITE.....	51 SPACES
TOTAL SPACES.....	159 SPACES



OVERALL SITE PLAN

BEACHWOOD ORLEAN WATERWALK BEACHWOOD, OHIO



DATE: SEPTEMBER 18, 2018
PROJECT NO: 190759

AN ORDINANCE ACCEPTING THE PLANNING AND ZONING COMMISSION'S RECOMMENDATION FOR VARIANCES LOCATED AT 3777 RICHMOND ROAD, BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood has requested that the Planning and Zoning Commission recommend to City Council the approval of two (2) Variances located at 3777 Richmond Road, Beachwood, Ohio; and

WHEREAS, the Planning and Zoning Commission, on October 31, 2019, reviewed the request and recommended that City Council grant the Variance.

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

Section 1: Council accepts the recommendation of the Planning and Zoning Commission made on October 31, 2019, in P&Z Case No. 2019-33 and grants the following Variance located at 3777 Richmond Road, Beachwood, Ohio:

1. Variances of fifty (50) feet to Section 1124.04(b)(2) to permit parking to extend to the side and rear property line in lieu of the required fifty (50) feet.

Section 2: The failure to comply with any one or more of the conditions, stipulations, or requirements listed in Section 1 of this Ordinance and/or any other provision of the Zoning Code shall be deemed to be a violation of the Zoning Code and the Building Commissioner and any other City official are authorized to take any action that may be necessary to enforce the conditions, stipulations and requirements.

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 immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that the project may proceed forthwith; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 18th day of November, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of November, 2019.

Clerk

Approval: I have approved this legislation this 19th day of November, 2019, and filed it with the Clerk.

Mayor



25325 FAIRMOUNT BLVD • BEACHWOOD, OHIO 44122
PHONE (216) 292-1914 • FAX (216) 292-1917

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: 9/30/19

OWNER OF BUILDING: City of Beachwood PHONE: 216-464-1070

STREET ADDRESS: 225325 Fairmount Blvd.

CITY/STATE/ZIP: Beachwood, Ohio 44122

APPLICANT: William G. Gallagher PHONE: 440-530-2256

COMPANY OR FIRM: CT Consultants, Inc.

EMAIL: bgallagher@ctconsultants.com

STREET ADDRESS: 8150 Sterling Court

CITY/STATE/ZIP: Mentor, Ohio 44060

PRESENTER(S) TO APPEAR AT THE P&Z MEETING (include name & email address):

William G. Gallagher, Kris Hopkins, Ken Lurie, David Orlean, Cameron Orlean (see attachment for e-mails)

DESCRIPTION OF THE PROPERTY:

ADDRESS: 3777 Richmond Road Beachwood, Ohio SUITE #

TENANT NAME:

PERMANENT PARCEL # 742 - 28 - 0004 PRESENT USE: Office PROPOSED USE: Hotel

PURPOSE OF APPLICATION: Split city property for hotel property.

NATURE OF THE REQUEST (check as many as apply):

- ☐ Preliminary site plan approval
- ☐ Final site plan approval
- ☒ Lot split
- ☐ Lot consolidation
- ☐ Conditional use permit
- ☐ Rezoning
- ☐ Zoning text amendment
- ☐ Other
- ☐ Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.
Please explain reason for variance (must indicate a hardship):

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain.
Sale of City Property.

***** (OVER) CONTINUED ON BACK*****

Planning & Zoning Submission Requirements:

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

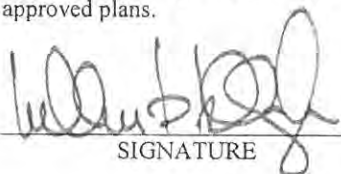
Planning & Zoning Submission Filing Fees & Deposits:

A non-refundable filing fee in the amount of thirty-five dollars (\$35.00) shall be paid to the City for each application submitted to the Planning and Zoning Commission.

A cash deposit in the following schedule shall be submitted in addition to the filing fee listed at the time of application to the Planning and Zoning Commission and/or Council:

- | | |
|--|---------------------|
| 1) Zoning District: U-1, A-1, U-1, A-2, U-2, U-2A
Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidation plats, easements and any application required to be recorded with the County Recorder's Office. | Deposit: \$300.00 |
| 2) Zoning District: All other zoning districts for new buildings or additions. | Deposit: \$750.00 |
| 3) All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office. | Deposit: \$1,000.00 |
| 4) All other applications including, but not limited to, special use permits, conditional use permits, use variances, minor amendments or revisions to an existing site plan, etc. | Deposit: \$300.00 |

We, the building owner and/or applicant, with our signature below, hereby agree to follow specifically the plans submitted to and approved by the Planning and Zoning Commission and do agree to construct said building(s) as depicted on said approved plans.


SIGNATURE

William G. Gallagher
PRINTED NAME

9/30/2019
DATE

*****OFFICE USE ONLY*****

PLANNING & ZONING COMMISSION - P&Z No. _____ MEETING DATE: _____

FEE: RECEIPT # _____ AMOUNT \$ _____ DATE PAID _____

DEPOSIT: RECEIPT # _____ AMOUNT \$ _____ DATE PAID _____

Preliminary Approval: _____
Date

Final Approval: _____
Date

Recommendation to Council: ☐ YES ☐ NO Meeting Date: _____

BUILDING DEPARTMENT
WILLIAM GRISWOLD, BUILDING COMMISSIONER
PHONE (216) 292-1914 • FAX (216) 292-1917

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: October 21, 2019

RE: **P&Z 2019-33** **CT Consultants, Inc.**
City of Beachwood
3777 Richmond Road



This request is for a lot split approval. The City of Beachwood currently owns two (2) lots totaling 3.894 acres located at the corner of Richmond Road and Park East Drive. The property is the site of Fire Station No. 2. The westerly lot is zoned U-5 Public and Institutional District. The easterly lot is zoned U-7A General Office Building District.

The applicant is proposing to split the parcel in order to use part of the acreage with adjacent property to the north for the purpose of meeting the minimum area requirements for a proposed extended stay hotel. City Council has agreed to sell the identified property for the intended purpose. The applicant would purchase a total of 1.842 acres of land leaving the City with a 2.052 acre site. The purchase would include all of the land zoned U-7A and a portion of the U-5 portion of the site. Another item on the agenda would consolidate the split parcel with other parcels to form the proposed hotel site.

The remaining City parcel would meet all of the minimum size requirements for lots in the U-5 Public and Institutional District, as well as the minimum building setback requirements. The parcel would require side and rear yard parking setback variances. The proposed split would result in parking being at the rear lot line and one side property line in lieu of at the required 50 feet setback.

This action will require a recommendation to City Council for both variances. It is recommended that the Planning and Zoning Commission recommend approval of the lot split and the variances subject to the following stipulations:

1. Pursuant to Section 1159.04 it is determined that a practical difficulty will result on the subject site from the literal enforcement of Code Section

P&Z 2019-33
CT Consultants, Inc.
City of Beachwood
3777 Richmond Road
October 21, 2019
Page 2

1124.04(b)(2) with regard to required parking setbacks from side and rear property lines.

2. Granting a variance of 50 feet to Section 1124.04(b)(2) to permit parking to extend to the property line in lieu of the required 50 feet.

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Chris Arrietta, Public Works Director
DATE: 10/30/2019
SUBJECT: An Ordinance authorizing the Mayor to renew a Contract with Excalibur Auto Body, Inc. for Light/Medium Vehicle Bodywork and Refinishing; and declaring this to be an urgent measure

Mayor,

With your permission, I would like to place the Vehicle Bodywork Program for 2020 on the November 18th council agenda. As you are aware, Excalibur has provided exceptional work for the City over the past few years and I am requesting to utilize this company again for their respective work for 2020. The attached quote includes a 15% total discount taken off total invoice price and is not to exceed \$50,000.

INTRODUCED BY:

ORDINANCE NO. 2019-135

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW A CONTRACT WITH EXCALIBUR AUTO BODY, INC. FOR LIGHT/MEDIUM VEHICLE BODYWORK AND REFINISHING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Public Works Director has recommended renewing the Contract with Excalibur Auto Body, Inc. for light/medium vehicle bodywork and refinishing in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00).

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

Section 1: Based upon the recommendation of the Public Works Director, the Mayor is hereby authorized to enter into a renewal contract with Excalibur Auto Body, Inc. in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00) for light/medium vehicle bodywork and refinishing for the period of January 1, 2020 through December 31, 2020, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that services can continue to be provided uninterrupted in calendar year 2020; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify that this legislation was duly adopted on the 18th day of November, 2019 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of November, 2019.

Clerk

Approval: I have approved this legislation this 19th day of November, 2019 and filed it with the Clerk.

Mayor

CONTRACT WITH EXCALIBUR AUTO BODY FOR LIGHT/MEDIUM BODYWORK AND REFINISHING FOR CITY VEHICLES FOR 2020

This Contract is entered into by and between Excalibur Auto Body, Inc. ("Contractor"), located at 30520 Lakeland Boulevard, Willowick, Ohio, 44095 and the CITY OF BEACHWOOD, OHIO 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being recommended by the Public Works Director and chosen by City Council to perform light to medium bodywork and refinishing of City vehicles, in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00), the parties covenant and agree as follows:

1.) Based upon the approval by City Council, the Mayor is authorized to enter into a one year Contract from January 1, 2020 through December 31, 2020 with the Contractor, for an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00).

2.) The Contractor shall furnish the Public Works Director and Finance Director with a detailed record of work performed on forms approved by the Finance Director. Contractor agrees that the 2018 labor rates shall remain effective for the calendar year 2020, including hourly rates as follows:

Cars, SUV, Light Duty Trucks	\$42/hour
Heavy Duty, Dump Truck, Ambulance	\$52/hour
Pumper/Fire Truck	\$65/hour

Contractor also agrees that the City shall receive a fifteen percent (15%) discount on the total price.

3.) The Contractor is an independent Contractor which shall provide all equipment and labor as requested. Contractor shall be responsible for arranging for workers' compensation coverage for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws. Contractor further agrees to file an income tax return with the R.I.T.A. in accordance with municipal tax laws, if appropriate.

4.) It shall be the responsibility of Excalibur Auto Body, Inc. to obtain a copy of the purchase order issued by the City for the approved amount of this Contract. Furthermore, it shall be the responsibility of Excalibur Auto Body, Inc. to track remaining funds available and to not invoice the City for any amounts not approved by the issued purchase order and the terms of this Contract. Any alterations to this Contract shall conform to BCO 121.09(a). Invoices that exceed the approved amount the issued purchase order and the terms of this Contract will not be paid by the City.

5.) The City shall be entitled to cancel this Contract upon giving five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this Contract or to furnish satisfactory materials as required. The City shall be entitled to terminate this contract immediately upon a determination by the Public Works Director or Safety Director of the City that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor will provide and deliver all materials in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall deliver during times approved and specified by the City.

6.) Contractor shall provide the equipment without any sub-contractors, and will provide proper supervision and supervisory personnel in connection therewith.

7.) Contractor shall furnish the City with evidence of general liability insurance from a

company licensed by the State of Ohio in the amount of One Million Dollars (\$1,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy.

8.) Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the work provided, and whether involving employee claims or third party claims.

9.) This Contract shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio and the laws of the United States in that order. Any controversy or claim, whether based upon Contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract, whether between the parties, or of either of the parties' employees, agents or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.

10.) Findings for Recovery Certification: Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings for Recovery Certification.

11.) This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

12.) Contractor acknowledges that no modifications, including but not limited to change orders, can be made to this Contract without prior written action and prior approval by the Mayor and City Council.

13.) This Contract represents the entire agreement between the parties, shall be governed by the laws of the State of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

14.) Both the City and the Contractor may terminate this Contract by giving a thirty (30) day written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

EXCALIBUR AUTO BODY, INC.

THE CITY OF BEACHWOOD

By: _____

By: _____

Martin S. Horwitz, Mayor

Its: _____

Date: _____

Date: _____

Approved as to form:

Diane A. Calta
Director of Law
Nathalie E. Supler
Assistant Law Director
Date: _____

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligations under this Contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Larry Heiser
Director of Finance
Date: _____

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against **Excalibur Auto Body, Inc.**

SIGNATURE

PRINTED NAME

TITLE

DATE

Excalibur Auto Body, Inc

30520 Lakeland Blvd Willowick Ohio 44095 (440) 942-5550 fax: (440) 942-8685

September 26, 2019

City of Beachwood
2700 Richmond Rd
Beachwood Ohio 44122

Subject: 2019 Vendor Contract Renewal

To Whom It May Concern,

The labor rates for 2019 will be effective for the 2020 calendar year. The city will continue to receive the fifteen percent discount per the contract agreement as well.

Current labor Rates are as follows:

Cars, SUV, Light Duty Trucks: 42/hr

Heavy Duty, Dump Truck, Ambulance: 52/hr

Pumper/Fire Truck: 65/hr

If you should have any questions feel free to contact me at (440) 942-5550.

Respectfully,



Robert Matusik
Damage Coordinator

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Chris Arrietta, Public Works Director
DATE: 10/30/2019
SUBJECT: An Ordinance authorizing the Mayor to renew a Contract with Nulfco, Inc., for Vehicle Sandblasting and Painting; and declaring this to be an urgent measure

Mayor,

With your permission, I would like to place the Heavy Duty Sandblasting Program for 2020 on the November 18th council agenda. Nulfco has provided this service for the past few years and can provide the work needed for all of our heavy duty equipment. Attached is a quote for 2020 and is not to exceed \$50,000.

INTRODUCED BY:

ORDINANCE NO. 2019-136

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW A CONTRACT WITH NULFCO, INC., FOR VEHICLE SANDBLASTING AND PAINTING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Public Works Director has recommended renewing the Contract with NULFCO, Inc., for Vehicle Sandblasting and Painting in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00).

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

Section 1: Based upon the recommendation of the Public Works Director, the Mayor is hereby authorized to enter into a renewal contract with NULFCO Inc., in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00), for vehicle sand blasting and painting for the period of January 1, 2020 through December 31, 2020, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that these services may continue to be available to the City in calendar year 2020; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify that this legislation was duly adopted on the 18th day of November, 2019 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of November, 2019.

Clerk

Approval: I have approved this legislation this 19th day of November, 2019 and filed it with the Clerk.

Mayor

CONTRACT WITH NULFCO, INC. FOR VEHICLE SANDBLASTING AND PAINTING FOR CITY VEHICLES FOR 2020

This Contract is entered into by and between NULFCO, INC. located at 51964 East Taggart Street, PO Box 26, East Palestine, Ohio 44413 ("Contractor"), and the CITY OF BEACHWOOD, OHIO 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being recommended by the Public Works Director and chosen by City Council to sandblast, refinish, and paint various City equipment such as trucks, trailers, snow plows and vehicles in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00) the parties covenant and agree as follows:

1.) Based upon the recommendation of the Public Works Director, and approved by City Council, the Mayor is authorized to enter into a one year contract from January 1, 2020 through December 31, 2020 with the Contractor, for an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00).

2.) The Contractor shall furnish the Public Works Director and Finance Director with a detailed record of work performed on forms approved by the Finance Director. Contractor agrees that the 2018 labor rates shall remain effective for the calendar year 2020, at an hourly rate of Seventy Dollars and No/Cents (\$70.00).

3.) The Contractor is an independent contractor which shall provide all equipment and labor as requested. Contractor shall be responsible for arranging for workers' compensation coverage for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws. Contractor further agrees to file an income tax return with R.I.T.A. in accordance with municipal tax laws, if appropriate.

4.) It shall be the responsibility of NulfcO, Inc. to obtain a copy of the purchase order issued by the City for the approved amount of the work being performed under this Contract. Furthermore, it shall be the responsibility of NulfcO, Inc. to track remaining funds available and to not invoice the City for any amounts not approved by the issued purchase order and the terms of this Contract. Any alterations to this Contract shall conform to BCO 121.09(a). Invoices that exceed the approved amount of the issued purchase order or the terms of this Contract will not be paid by the City.

5.) The City shall be entitled to cancel this Contract upon giving five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this Contract or to furnish satisfactory services or materials as required. The City shall be entitled to terminate this Contract immediately upon a determination by the Public Works Director or Safety Director of the City that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor will provide and deliver all services and materials in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall deliver during times approved and specified by the City.

6.) Contractor will provide the services or materials without any sub-contractors, and will provide proper supervision and supervisory personnel in connection therewith.

7.) Contractor shall furnish the City with evidence of general liability insurance from a company licensed by the State of Ohio in the amount of One Million Dollars (\$1,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy.

8.) Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the

delivery of the services or materials provided, and whether involving employee claims or third party claims.

9.) This Contract shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio and the laws of the United States in that order. Any controversy or claim, whether based upon Contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract, whether between the parties, or of either party's employees, agents or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.

10.) Findings for Recovery Certification: Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings for Recovery Certification.

11.) This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

12.) Contractor acknowledges that no modifications, including but not limited to change orders, can be made to this contract without prior written action and prior approval by the Mayor and City Council.

13.) This Contract represents the entire agreement between the parties, shall be governed by the laws of the State of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

14.) Both the City and the Contractor may terminate this Contract by giving a thirty (30) day written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

NULFCO, INC.

THE CITY OF BEACHWOOD

By: _____

By: _____

Martin S. Horwitz, Mayor

Its: _____

Date: _____

Date: _____

Approved as to Form:

City Law Department
Diane A Calta, Law Director
Nathalie E. Supler, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
(216) 595-5462

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligations under this Contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Larry Heiser
Director of Finance
Date: _____

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a Contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against **Nulco, Inc.**

SIGNATURE

PRINTED NAME

TITLE

DATE

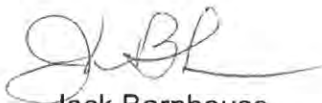
Nulfco Inc
51964 East Taggart St
PO Box 26
East Palestine, Ohio 44413

October 2, 2019

City of Beachwood, Ohio

As per our conversation, Nulfco will work for the City of Beachwood, Ohio for \$70.00 a hour for the next calendar year 2020. This includes all mechanical work, all paint- body work and any sand blast work on equipment and trucks as per instructions supplied by the City of Beachwood.

Thank you\ Appreciate the opportunity,



Jack Barnhouse
Vice President
Nulfco Inc
330-426-9865

330-426-9865\Fax 724-436-6840
Email nulfco2@yahoo.com

INTRODUCED BY:

ORDINANCE NO. 2019-137

AN ORDINANCE AMENDING BCO CHAPTER 660 TITLED "SAFETY, SANITATION AND HEALTH" BY AMENDING SECTION 660.21 RELATING TO RUBBISH COLLECTION; AND DECLARING THIS TO BE AN URGENT MEASURE

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

Section 1: Council hereby amends BCO Chapter 660 titled "Safety, Sanitation and Health," by amending Section 660.21 as follows (new language in **bold**):

660.21 RUBBISH COLLECTION.

(a) The **Public Works** Director is hereby authorized to establish rules and regulations for the pick-up of rubbish in the City. Copies of such rules and regulations shall be available at the City Hall. **Such rules and regulations shall include but not be limited to the following:**

(1) The City shall establish a **Senior/Disabled Rubbish Collection Program ("Program")** that will include, at a minimum, the following:

- A. The Program shall be available to any City resident who is 80 years or older and/or who has a disability that prevents the resident from physically participating in the City's curbside rubbish collection program. In order to qualify for the Program there must not be an able-bodied person living at the location of the collection. All participants in the Program must otherwise be eligible for City rubbish collection.
- B. In order for disabled residents of any age to participate in the Program, the resident must establish that they have a physical disability that prevents or seriously impairs their ability to carry, push or haul rubbish to the curbside. Participants in the Program may be subject to an in-home evaluation and a note from a healthcare provider may be required.
- C. The Program will allow participants to place their rubbish and/or recyclables (in the cart approved and provided by the City) near their garage door or other acceptable location by 7:30 AM the morning of their regular collection day and the City will collect the rubbish/recyclables and return the containers to the garage door.
- D. The Law Director and Public Works Director shall establish an application, Right of Entry Agreement and such other rules and regulations as are necessary to carry out this Program.
- E. The Program shall not apply to yard waste bags or other large items which must be placed at the curbside.

(b) No person shall:

- (1) Place rubbish for collection prior to 6:00 PM of the evening preceding the day scheduled by the **Public Works** Director for collection;
- (2) Allow empty containers or other uncollectible rubbish items to remain at their place of collection after 9:00 AM of the day following the day scheduled by the **Public Works** Director for collection; or

ORDINANCE NO. 2019-137

(3) Place rubbish or any other item for collection by the City which rubbish or other item was brought from another location for the purpose of obtaining City collection.

(c) Whoever violates any of the provisions of this section is guilty of a misdemeanor of the fourth degree. Punishment shall be as provided in Section 698.02. The Mayor's Court may establish a ~~five~~ **fifty** dollar (\$50.00) fee for a first offense.

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 hereby declared an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason of implementing the Program 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 take effect and be in force from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 18th day of November, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of November, 2019.

Clerk

Approval: I have approved this legislation this 19th day of November, 2019, and filed it with the Clerk.

Mayor



RIGHT OF ENTRY AND RELEASE SENIOR RUBBISH COLLECTION PROGRAM

In consideration of the City of Beachwood and its Public Works Department, doing the work described herein, I/We do hereby agree as follows:

1. I/We authorize the City of Beachwood and its Public Works Department to enter upon my/our property located at the following address in order to collect my/our rubbish and recycling carts for pickup:

Address: _____

2. I/We understand that solid waste must be bagged and placed in a City provided automation collection cart. The cart must be placed near the garage door or at another accessible location outside no later than 7:30 AM on my/our regular collection day. A City Public Works Department employee will return the cart to the location near the garage door or other accessible location outside after the rubbish has been collected.
3. I/We understand that recyclables must be placed loose (not in plastic bags) in a City provided automation recycle cart and the cart placed near my garage door or at another accessible location outside no later than 7:30 AM on my/our regular collection day. A City Public Works Department employee will return the cart to the location near the garage door or other accessible location outside after the recycling has been collected.
4. I/We understand that yard waste bags and other large items do not qualify for the Senior Rubbish Collection Program and must be placed curbside.
5. I/We and our successors in interest, agree to release and forever discharge the City of Beachwood and its respective officers, agents and employees from all claims, causes of action, suits, liabilities and/or damages for any injury to persons, real property or personal property that may arise out of the performance of the City's Senior Rubbish Collection Program on my property.

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

Witness

Property Owner/Occupant

Date

Property Owner/Occupant

From: [Diane Calta](#)
To: [Whitney Crook](#)
Subject: FW: Village in the Heights - Senior Rubbish Assistance Program
Date: Wednesday, November 6, 2019 2:53:48 PM

From: Martin S. Horwitz
Sent: Monday, October 28, 2019 7:54 PM
To: Brian Linick; James Pasch; Alec Isaacson; Justin Berns; June Taylor; Eric Synenberg; Barbara Janovitz
Cc: Tina Turick; Karen Carmen; Chris Arrietta; Diane Calta
Subject: Village in the Heights - Senior Rubbish Assistance Program

As you know, the City has been working with the Village in the Heights to implement our Senior Trash assistance program. This program has been in existence since the pilot was launched in January of 2018. Since that time, representatives of our Public Works Department have been working with The Village in the Heights to insure volunteers have been scheduled.

Earlier this year, Service Director Chris Arrietta brought to me and Community Services Director Carmen, his desire to bring this program in-house. Since its inception, the number of residents we service has remained at approximately 125 households. Mr. Arrietta believes this number can be managed with no additional expense to the City. Mr. Arrietta envisions this as a one-stop operation in that cans will be collected, emptied and returned in one trip.

After meeting with Chris and Karen, I agree this is a service that we can handle and am recommending the change. We have talked with Mr. Sobel (Village in the Heights) about our plan to move this program in-house beginning in January 2020. When this was originally discussed with Mr. Sobel, he asked us to hold off on making a formal announcement. There will be an article in the November Buzz about the Village in the Heights and what they offer (should be in homes by the end of October).

We are working with the Law Department as there are a few things that must be reviewed and/or updated moving forward. When we began with Village in the Heights, we started it as a 4-month trial program. At that time, our Law Department drafted legislation to create the Senior Trash Assistance Program 660.21 and anticipated adopting it if the program was successful. A review by our office and the Law Department reveals that this has not yet been adopted. The good news is that we have a good starting point for documentation to create this program, before moving it in-house. We anticipate legislation regarding the Senior Trash Assistance program for City Council to consider in November.

We greatly appreciate the efforts of the Village in the Heights and their volunteers who helped pioneer this program for our City. We understand this will be a significant loss to their funding. We have discussed this with Mr. Sobel and we are committed to working with him through the Community Services Department to see if there are other projects that their volunteers can work on throughout our City. We hope that some of these projects will generate additional income for the organization.

If you have any questions regarding the current program and how the Public Service Department will manage the program, please do not hesitate to contact me or Mr. Arrietta.

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Chris Arrietta, Public Works Director
DATE: 11/5/2019
SUBJECT: A Motion authorizing the Clerk of Council to advertise for bids for the 2020 Tree Planting Program

Mayor,

With your permission, I would like to place the 2020 Tree Planting Program on the agenda for the next council meeting. We are requesting 215 trees to replace the trees that were removed during 2019.

November 4, 2019

TO: Chris Arrietta, Public Works Director
FROM: Chris Vild, Environmental Manager
RE: Tree Planting 2020 – Permission to Bid

I would like permission to go out to bid for the purpose of purchasing trees for the 2020 Tree Planting Program. We are requesting 215 trees representing 22 different species. In an effort to diversify our urban forest we are selecting a wide variety of trees species that may not be available by late winter or early spring next year. Going out to bid in 2019 will better insure we acquire the trees we request. It will also allow the successful bidder time to locate and secure our future trees.

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor

FROM: Gary Haba, Police Chief

DATE: 11/7/2019

SUBJECT: An Ordinance authorizing the Mayor to increase the Purchase Order amount for Prisoner Meals; and declaring this to be an urgent measure

We respectfully request approval to increase purchase order 2019-00217 for prisoner meals for amount not to exceed \$3,000 to end the calendar year. Please contact my office if you have any questions or concerns.

INTRODUCED BY:

ORDINANCE NO. 2019-138

AN ORDINANCE AUTHORIZING THE MAYOR TO INCREASE THE PURCHASE ORDER AMOUNT FOR PRISONER MEALS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Purchase Order 2019-00217 authorized Fourteen Thousand Nine Hundred Ninety Nine Dollars and Ninety Nine/Cents (\$14,999.99) for Prisoner Meals for 2019; and

WHEREAS, the Police Chief now finds it necessary to increase the Purchase Order in an amount not to exceed an additional Three Thousand Dollars and No/Cents (\$3,000.00), bringing the total Purchase Order amount to Seventeen Thousand Nine Hundred Ninety Nine Dollars and Ninety Nine/Cents (\$17,999.99).

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

Section 1: The Mayor is hereby authorized to increase the Purchase Order amount for Prisoner Meals, in an additional amount not to exceed Three Thousand Dollars and No/Cents (\$3,000.00), bringing the total Purchase Order amount to Seventeen Thousand Nine Hundred Ninety Nine Dollars and Ninety Nine/Cents (\$17,999.00).

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

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that meals may continue to be provided to prisoners; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify that this legislation was duly adopted on the 18th day of November, 2019 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of November, 2019.

Clerk

Approval: I have approved this legislation this 19th day of November, 2019 and filed it with the Clerk.

Mayor

INTRODUCED BY:

ORDINANCE NO. 2019-139

AN ORDINANCE ACCEPTING A FY 2018 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE DEPARTMENT OF HOMELAND SECURITY, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY FOR REIMBURSEMENT OF THE LOCAL NON FEDERAL FUNDS FOR THE FY 2018 ASSISTANCE TO FIREFIGHTERS GRANT (AFG), AND AUTHORIZING THE PURCHASE OF THIRTY (30) SELF-CONTAINED BREATHING APPARATUS (SCBA) AND ASSOCIATED OPERATIONAL EQUIPMENT FOR THE CITY OF BEACHWOOD FIRE & RESCUE DEPARTMENT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood Department of Fire & Rescue submitted a grant application under the FY 2018 Assistance to Firefighters Grant for the purpose of acquiring equipment; and

WHEREAS, the purpose of the Assistance to Firefighters Grant Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards; and

WHEREAS, the Federal Emergency Management Agency and the Department of Homeland Security have approved the City's grant application under the FY 2018 Assistance to Firefighters Grant Program for a total approved budget amount of Two Hundred Fourteen Thousand Three Hundred Thirty Five Dollars and No/Cents (\$214,335.00) represented by Two Hundred and Four Thousand One Hundred and Twenty Eight Dollars and Fifty-Seven Cents (\$204,128.57) of Federal funds and Ten Thousand Two Hundred and Six Dollars and Forty-Three Cents (\$10,206.43) of non-Federal funds; and

WHEREAS, the City of Beachwood accepts the FY 2018 Assistant to Firefighters Grant (AFG) from the Federal Emergency Management Agency and the Department of Homeland Security; and

WHEREAS, the County will accordingly reimburse the City for the non-Federal funds of Ten Thousand Two Hundred and Six Dollars and Forty-Three Cents (\$10,206.43); and

WHEREAS, grant funds will be used for the purchase of thirty (30) Self Contained Breathing Apparatus (SCBA) and associated operational equipment for the City of Beachwood Fire & Rescue Department; and

WHEREAS, the City desires to accept said grant from Federal Emergency Management Agency and the Department of Homeland Security, enter into an agreement with Cuyahoga County for reimbursement of the required non-federal funds, and authorizes the purchase of thirty (30) Self Contained Breathing Apparatus (SCBA) and associated operational equipment.

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

Section 1: The City hereby accepts the FY 2018 Assistance to Firefighters Grant from the Federal Emergency Management Agency and the Department of Homeland Security in for a total approved budget amount of Two Hundred Fourteen Thousand Three Hundred Thirty Five Dollars and No/Cents (\$214,335.00) represented by Two Hundred and Four Thousand One Hundred and Twenty Eight Dollars and Fifty-Seven Cents (\$204,128.57) of Federal funding and Ten Thousand Two Hundred and Six Dollars and Forty-Three Cents (\$10,206.43) of non-Federal funds.

Section 2: Council hereby authorizes the Mayor to enter into an Agreement with Cuyahoga County for reimbursement in the amount of Ten Thousand Two Hundred and Six Dollars and Forty-Three Cents (\$10,206.43) of non-Federal funds.

Section 3: Council hereby authorizes the Mayor to purchase thirty (30) Self Contained Breathing Apparatus (SCBA) and associated operational equipment for the City of Beachwood Department of Fire & Rescue from Finley Fire Equipment in accordance with the terms of the FY 2018 Assistance to Firefighters Grant in a total purchase price not to exceed Two Hundred and Fifteen Thousand Dollars and No/Cents (\$215,000.00).

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

Section 5: This Ordinance is declared to be an urgent measure immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that the equipment may be purchased prior to price increases set to go into effect on January 1, 2020; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 18th day of November, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of November, 2019.

Clerk

Approval: I have approved this legislation this 19th day of November, 2019, and filed it with the Clerk.

Mayor

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Chad Thompson
Beachwood City Of
FINANCE DEPARTMENT 25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122



EMW-2018-FO-00461

Dear Chad Thompson,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2018 Assistance to Firefighters Grant (AFG) funding opportunity has been approved in the amount of \$204,128.57 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00 percent of the Federal funds awarded, or \$ 10,206.43 for a total approved budget of \$ 214,335.00 . Please see the FY 2018 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2018 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, which appears to read "Bridget Bean".

Bridget Bean
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2018 Assistance to Firefighters Grant

Recipient: Beachwood City Of

DUNS number: 943234930

Award number: EMW-2018-FO-00461

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2018 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$214,335.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Federal	\$204,128.57
Non-Federal	\$10,206.43
Total	\$214,335.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2018 AFG NOFO.

Approved request details:

Personal Protective Equipment

Face Pieces (not associated with SCBA requests)

DESCRIPTION

SCBA face pieces (supplemental to complete unit request). Scott AV300 HT facepiece W/ Right Bracket

QUANTITY	UNIT PRICE	TOTAL
15	\$289.00	\$4,335.00

BUDGET CLASS

Equipment

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

DESCRIPTION

SCBA: Scott X3 Pro 4.5 Air-Pak 4500 PSI With CGA, Dual EBSS, QD regulator. (Includes harness/backpack, face piece and 2 cylinders)

QUANTITY	UNIT PRICE	TOTAL
30	\$7,000.00	\$210,000.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Unit price from **\$7,989.00** to **\$7,000.00**

JUSTIFICATION

This reduction is because the cost you requested for SCBA exceeds the average price range calculated from market research and prior awards for the same item.

Agreement Articles

Program: Fiscal Year 2018 Assistance to Firefighters Grant

Recipient: Beachwood City Of

DUNS number: 943234930

Award number: EMW-2018-FO-00461

Table of contents

Article 1	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article 2	DHS Specific Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article 8	Civil Rights Act of 1964 – Title VI
Article 9	Civil Rights Act of 1968
Article 10	Copyright
Article 11	Debarment and Suspension
Article 12	Drug-Free Workplace Regulations
Article 13	Duplication of Benefits
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article 15	Energy Policy and Conservation Act
Article 16	False Claims Act and Program Fraud Civil Remedies
Article 17	Federal Debt Status
Article 18	Federal Leadership on Reducing Text Messaging while Driving
Article 19	Fly America Act of 1974
Article 20	Hotel and Motel Fire Safety Act of 1990
Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article 22	Lobbying Prohibitions
Article 23	National Environmental Policy Act
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Article	Non-supplanting Requirement
25	
Article	Notice of Funding Opportunity Requirements
26	
Article	Patents and Intellectual Property Rights
27	
Article	Procurement of Recovered Materials
28	
Article	Rehabilitation Act of 1973
29	
Article	Reporting of Matters Related to Recipient Integrity and Performance
30	
Article	Reporting Subawards and Executive Compensation
31	
Article	SAFECOM
32	
Article	Terrorist Financing
33	
Article	Trafficking Victims Protection Act of 2000
34	
Article	Universal Identifier and System of Award Management (SAM)
35	
Article	USA Patriot Act of 2001
36	
Article	Use of DHS Seal, Logo and Flags
37	
Article	Whistleblower Protection Act
38	
Article	Acceptance of Post Award Changes
39	
Article	Prior Approval for Modification of Approved Budget
40	
Article	Disposition of Equipment Acquired Under the Federal Award
41	
Article	Environmental Planning and Historic Preservation
42	

Article 1	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications DHS financial assistance recipients must complete either the Office of Management and Budget(OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances -Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations(C.F.R) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.
Article 2	DHS Specific Acknowledgements and Assurances All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.
Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4	Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of The Energy Policy and Conservation Act Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. § 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. § 2225.

Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidancepublished-help-department-supported-organizations-provide-meaningfulaccess-people-limited> and additional resources on <http://www.lep.gov>.

Article 22 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25 Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26 Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated hereby reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27	Patents and Intellectual Property Rights Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 28	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 30	Reporting of Matters Related to Recipient Integrity and Performance If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31	Reporting Subawards and Executive Compensation Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 32	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	Trafficking Victims Protection Act of 2000 Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) codified as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management (SAM) Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	USA Patriot Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 37	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 39	Acceptance of Post Award Changes In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2018-FO-00461	2. Amendment No. N/A	3. Recipient No. 34-6000211	4. Type of Action AWARD	5. Control No. WX02674N2019T		
6. Recipient Name and Address Beachwood City Of 25325 Fairmount Blvd Beachwood, OH 44122		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Patrick Kearns		9a. Phone No. 2162921987	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program	10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 08/21/2019	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/28/2019 to 08/27/2020 Budget Period 08/28/2019 to 08/27/2020		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2019-F8-GB01 - P431-xxxx-4101-D	\$0.00	\$204,128.57	\$204,128.57	\$10,206.43
Totals			\$0.00	\$204,128.57	\$204,128.57	\$10,206.43
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
Chad Thompson	08/30/2019
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Bridget Bean, Acting Assistant Administrator Grant Programs Directorate	08/21/2019

FINANCIAL REPORT FORM

A. GRANT NAME: FY2018 Assistance to Firefighters Grant

B. AWARD RECIPIENT: City of XXXXXX

C. Report Period Ending: September 2020

D. Is this report the Final Report for this Grant. ☒ Yes ☐ No

Mail original and support documentation:
Cuyahoga County Department of Public Safety and Justice Services
2079 East 9th Street, Suite 5-200, Cleveland, Ohio 44115
(Ph) 216-443-7265 (Fax) 216-443-5656

E. Match Grantor: Cuyahoga County Department of Public Safety & Justice Services
Street Address: 2079 East 9th St. Suite 5-200
City, State Zip: Cleveland, Ohio 44115

F. Implementing Agency:
Street Address: _____
City, State Zip: _____

Payment Request: <u>\$0.00</u>						
G. BUDGET COST CATEGORIES	H. APPROVED BUDGET	I. CURRENT EXPENDITURES	J. PRIOR YTD EXPENDITURES	K. TOTAL YTD EXPENDITURES	L. AVAILABLE BALANCE	M. TOTAL UNPAID OBLIGATIONS
EQUIPMENT	\$160,165.00	\$0.00	\$0.00	\$0.00	\$160,165.00	\$0.00
MODIFY FACILITIES						
PLANNING						
TRAINING						
EXERCISE						
GRANT ADMINISTRATION						
TOTAL COST	\$160,165.00	\$0.00	\$0.00	\$0.00	\$160,165.00	\$0.00
N. FUND DISTRIBUTION	APPROVED BUDGET	CURRENT EXPENDITURES	PRIOR YTD EXPENDITURES	YTD EXPENDITURES	AVAILABLE BALANCE	UNPAID OBLIGATIONS
FEDERAL/STATE FUND	\$145,605.00	\$0.00	\$0.00	\$0.00	\$145,605.00	\$0.00
CASH MATCH	\$14,560.00	\$0.00	\$0.00	\$0.00	\$14,560.00	\$0.00
CITY MATCH	\$0.00					
TOTAL COST	\$160,165.00	\$0.00	\$0.00	\$0.00	\$160,165.00	\$0.00
O. FUND CASH POSITION	FEDERAL/STATE FUNDS	LOCAL/STATE MATCH	FORFEITURES	OTHER PROJECT INCOME	CUYAHOGA COUNTY USE ONLY:	
CURRENT RECEIPTS	N/A	N/A				
YTD RECEIPTS	N/A	N/A				
YTD EXPENDITURES	N/A	N/A				
BALANCE	N/A	N/A	-	-		
I CERTIFY THAT ALL TRANSACTIONS REPORTED ABOVE HAVE BEEN MADE IN COMPLIANCE WITH ALL APPLICABLE STATUTES AND REGULATIONS, AND IN ACCORDANCE WITH THE APPROVED GRANT AWARD.		This Report Prepared By: Name: _____ Title: _____ Address: _____ Phone No.: _____ Fax No.: _____ e-mail: _____			Report Reviewed and Approved By: Dennis Waina, Program Officer	
Designated Official Signature _____ Date _____						
Typed Name and Title: XXXXXX						

QUOTE

Page 1/1

NMA 0000957

SHIP TO:

BEACHWOOD, CITY OF
23355 MERCANTILE ROAD
BEACHWOOD, OH 44122

BILL TO:

BEACHWOOD, CITY OF
ACCOUNTS PAYABLE
PO BOX 22659
BEACHWOOD, OH 44122



NICHOLAS MARTIN
7955 DEERBROOK DR.
RUSSELL, OH 44072
P: (440)477-1901
nmartin@finleyfire.com

Customer ID		Ship Via		Sales Rep	Terms	Date
44122B		UPS GROUND		NMA	NET 10	10/16/2019
Quantity	UOM	Item #	Description	Unit Price	Extended Price	
30	EA	SCOAVI X8914025305304 S/N	X3 PRO AIR PAK 2018, 4.5, DUBESS, QD, SNAP CHANGE, PAK-TRACKER	\$5,453.00	\$163,590.00	
30	EA	SCOAVI 200129-01 S/N	4.5-45MIN CARB CYL&VLV SNAP CHANGE	\$956.00	\$28,680.00	
30	EA	SCOAVI 200129-01 S/N	4.5-45MIN CARB CYL&VLV SNAP CHANGE <i>free of charge</i>	\$0.00	\$0.00	
45	EA	SCOAVI 201215-05	AV-3000 HT (M), KVLR w/ R BRKT <i>all sizes</i>	\$253.00	\$11,385.00	

Thank you for allowing Finley Fire Equipment Company, Inc. to quote the following prices on the items you have requested. All quotes are subject to cancellation due to circumstances beyond our control. Prices quoted will be valid for a period of thirty (30) days, after which time they are subject to revision or withdrawal. Prices may also need to be reevaluated if the manufacturer releases a price increase. This quote does not include any taxes which are in effect now or which may be imposed later. Shipping charges will be added, if applicable. If you have any questions, please call. We sincerely appreciate your business.

Subtotal	\$203,655.00
Tax	\$0.00
Total	\$203,655.00



6880 Tod Avenue SW
Warren, OH 44481

Quote

Date 10/23/2019
Quote # QT1307067
Expires 11/22/2019
Sales Rep Dewitt, Mickey
PO #
Shipping Method FedEx Ground
Shipping Code (2)

Bill To
BEACHWOOD FIRE DEPT.
ACCOUNTS PAYABLE
PO BOX 22659
BEACHWOOD OH 44122
United States

Ship To
BEACHWOOD FIRE DEPT
2655 RICHMOND RD
BEACHWOOD OH 44122
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales	Amount
X891402530530 4			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, Regulator with E-Z Flo Regulator with Quick Connect Hose (Rectus fittings), Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 2 SCBA Per Box (Black)	30	5,450.00	163,500.00
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	30	960.00	28,800.00
200129-01	Included cylind...		Included cylinder per Scott SPN Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	30	0.00	0.00
201215-05			AV-3000 HT (M), KVLR w/ R BRKT	45	255.00	11,475.00

Subtotal 203,775.00
Shipping Cost (FedEx Ground) 0.00
Total \$203,775.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1307067

QUOTE

Page 1/1

NMA 0000977**SHIP TO:**

BEACHWOOD, CITY OF
23355 MERCANTILE ROAD
BEACHWOOD, OH 44122

BILL TO:

BEACHWOOD, CITY OF
ACCOUNTS PAYABLE
PO BOX 22659
BEACHWOOD, OH 44122



NICHOLAS MARTIN
7955 DEERBROOK DR.
RUSSELL, OH 44072
P: (440)477-1901
nmartin@finleyfire.com

Customer ID		Ship Via		Sales Rep	Terms	Date
44122B		UPS GROUND		NMA	NET 10	11/11/2019
Quantity	UOM	Item #	Description	Unit Price	Extended Price	
3	EA	SCOAVI 200954-12 S/N	RIT-PAK III ASSY. 4500 PSI / RECTUS FITTING	\$2,669.00	\$8,007.00	
3	EA	SCOAVI 804723-01 S/N	(HM) CYL&VLV CARBON 60/4500 PSI 60 minute cylinder for RIT-PAK III	\$1,064.00	\$3,192.00	

Thank you for allowing Finley Fire Equipment Company, Inc. to quote the following prices on the items you have requested. All quotes are subject to cancellation due to circumstances beyond our control. Prices quoted will be valid for a period of thirty (30) days, after which time they are subject to revision or withdrawal. Prices may also need to be reevaluated if the manufacturer releases a price increase. This quote does not include any taxes which are in effect now or which may be imposed later. Shipping charges will be added, if applicable. If you have any questions, please call. We sincerely appreciate your business.

Subtotal	\$11,199.00
Tax	\$0.00
Total	\$11,199.00