

Beachwood City Council Meeting Agenda
Monday, December 2, 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 of Allegiance led by: Kennedy Allamby

Agenda Items

1. Roll Call
2. Reports
 - a. Mayor

Special recognition of Beachwood Middle School Student Faisal Alazawi
 - 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 18, 2019
5. Committee of the Whole
Ordinance No. 2019-141 An Ordinance Confirming the Appointment of G. Gifford Dyer as Plans Examiner/City Architect for the City of Beachwood, Ohio; and declaring this to be an urgent measure
6. Committee of the Whole
Ordinance No. 2019-142 An Ordinance Confirming the Appointment of Paul Kowalczyk as Plans Examiner/City Architect for the City of Beachwood, Ohio; and declaring this to be an urgent measure
7. Committee of the Whole
Ordinance No. 2019-143 An Ordinance confirming the Appointment of Michael H. Wildermuth as Plans Examiner/City Architect for the City of Beachwood, Ohio; and declaring this to be an urgent measure
8. Committee of the Whole
Ordinance No. 2019-144 An Ordinance confirming the appointment of Ronald Kluchin as an Alternate Member of the Architectural Review Board for the City of Beachwood, Ohio; and declaring this to be an urgent measure
9. Committee of the Whole
Ordinance No. 2019-145 An Ordinance confirming the appointment of Paul Kowalczyk as an Alternate Member of the Architectural Review Board for the City of Beachwood, Ohio; and declaring this to be an urgent measure
Oath of Office Administered by Martin S. Horwitz to Ronald Kluchin
10. Finance & Insurance Committee
Ordinance No. 2019-140 An Ordinance authorizing and directing the payment of Certain Claims (Bills) for Professional and Other Services; and declaring this to be an urgent measure
11. Finance & Insurance Committee
Ordinance No. 2019-146 An Ordinance authorizing the Mayor to enter into a VEEAM Service Agreement with iland Internet Solutions Corporation for Secure Cloud Backup for the City of Beachwood, Ohio; and declaring this to be an urgent measure

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| 12. | Legal & Personnel Committee
Ordinance No. 2019-147 | An Ordinance Repealing and Replacing Chapter 622 "Clean Indoor Air" of the Codified Ordinances of the City of Beachwood, Ohio; and declaring this to be an urgent measure |
| 13. | Legal & Personnel Committee
Ordinance No. 2019-148 | An Ordinance authorizing the Mayor to enter into a Contract with Tactical Planning, LLC to provide the City of Beachwood, Ohio with Professional Planning Services for 2020; and declaring this to be an urgent measure |
| 14. | Legal & Personnel Committee
Ordinance No. 2019-149 | An Ordinance authorizing the Mayor to enter into a Contract with Glaus, Pyle, Schomer, Burns and DeHaven, Inc. DBA GPD Group as Consulting Engineers for the City of Beachwood, Ohio for 2020; and declaring this to be an urgent measure |
| 15. | Legal & Personnel Committee
Ordinance No. 2019-150 | An Ordinance authorizing the Mayor to enter into twelve (12) month extension to the Facilities Usage Agreement between the City of Beachwood and the Board of Education of the Beachwood City School District commencing January 1, 2020 and ending December 31, 2020; and declaring this to be an urgent measure |
| 16. | Recreation/Community Services Committee
Ordinance No. 2019-151 | An Ordinance authorizing the Mayor to renew a Contract with Gary Sikon DBA the Duplicate Bridge Program; and declaring this to be an urgent measure |
| 17. | Recreation/Community Services Committee
Ordinance No. 2019-152 | An Ordinance authorizing the Mayor to purchase three (3) replacement Water Odyssey Gravity Shooters for the Splash Pad located at the Beachwood Family Aquatic Center from DWA Recreation, Inc.; and declaring this to be an urgent measure |
| 18. | Safety & Public Health Committee
Ordinance No. 2019-153 | An Ordinance authorizing the Mayor to renew a Contract with Hall Public Safety Co. for Repairs and Changeovers in City Vehicles; and declaring this to be an urgent measure |
| 19. | Safety & Public Health Committee
Ordinance No. 2019-154 | An Ordinance authorizing the Mayor to renew an Agreement with Glaus, Pyle, Schomer, Burns and Dehaven, Inc. DBA GPD Group for Traffic Engineering Services for the City of Beachwood, Ohio; and declaring this to be an urgent measure |
| 20. | Safety & Public Health Committee
Ordinance No. 2019-155 | An Ordinance authorizing the Mayor to renew a contract with Signal Service Company for Traffic Signal monitoring and regular Traffic Signal maintenance service, 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 18, 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, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	Absent:	None
	Also Present:	C. Arrietta, D. Calta, K. Carmen, L. Heiser, S. Holtzman

MAYOR'S REPORTS

Mayor Horwitz thanked the City of Beachwood Safety Forces, Karen Carmen, and Chris Arrietta and the staff in Community Services and Public Works for their response to the gas line explosion in Pepper Pike. Mayor Horwitz also thanked Police Lieutenant Lisa Budny for her coordination work during the fire.

Mayor Horwitz stated that the City of Beachwood opened the Community Center and took in 25 to 30 displaced Pepper Pike residents during the incident.

Mayor Horwitz also mentioned that Matilda will be opening soon.

COUNCIL MEMBERS (NON-AGENDA ITEMS)

Mr. Pasch also thanked everyone who assisted during the gas line explosion.

Mr. Berns mentioned the dispatchers and thanked them for all of the calls they took during the incident.

DEPARTMENT DIRECTOR REPORTS

None.

CITIZEN'S REMARKS

Pepper Pike Mayor Richard Bain
28000 Shaker Blvd, Pepper Pike, OH 44124

Mayor Bain spoke about the gas line explosion and expressed his gratitude to all involved during this incident.

APPROVAL OF MINUTES

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

COMMUNICATIONS COMMITTEE

1. 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

Moved by J. Taylor, seconded by B. B. Janovitz, that Ordinance No. 2019-130 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, 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. 2019-130 be adopted.

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

MOTION ADOPTED

COMMUNICATIONS COMMITTEE (CONTINUED)

2. An Ordinance authorizing the Mayor to enter into a Contact 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

Moved by J. Berns, seconded by J. Taylor, that Ordinance No. 2019-131 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Berns, seconded by J. Taylor, that Ordinance No. 2019-131 be adopted.

Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, 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 A. Isaacson, seconded by J. Pasch, that Ordinance No. 2019-129 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by A. Isaacson, seconded by J. Pasch, that Ordinance No. 2019-129 be adopted.

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

MOTION ADOPTED

LEGAL AND PERSONNEL COMMITTEE

1. A Motion to remain in the National Prescription Opiate Litigation Certified Class Action

Moved by J. Pasch, seconded by E. Synenberg, that the Motion be adopted.

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

MOTION ADOPTED

PLANNING AND ZONING COMMITTEE

1. 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

Moved by B. B. Janovitz, seconded by J. Pasch, that Ordinance No. 2019-132 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by B. B. Janovitz, seconded by J. Pasch, that Ordinance No. 2019-132 be adopted.

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

MOTION ADOPTED

PLANNING AND ZONING COMMITTEE (CONTINUED)

2. 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

Mrs. Janovitz recuses herself from this item. She represents one of the Principle's.

Moved by E. Synenberg, seconded by J. Berns, that Ordinance No. 2019-133 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by E. Synenberg, seconded by J. Berns, that Ordinance No. 2019-133 be adopted.

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

MOTION ADOPTED

3. 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

Moved by J. Taylor, seconded by J. Berns, that Ordinance No. 2019-134 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, 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. 2019-134 be adopted.

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

MOTION ADOPTED

PUBLIC WORKS COMMITTEE

1. 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

Moved by J. Berns, seconded by J. Pasch, that Ordinance No. 2019-135 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Berns, seconded by J. Pasch, that Ordinance No. 2019-135 be adopted.

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

MOTION ADOPTED

2. 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

Moved by A. Isaacson, seconded by J. Berns, that Ordinance No. 2019-136 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by A. Isaacson, seconded by J. Berns, that Ordinance No. 2019-136 be adopted.

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

MOTION ADOPTED

PUBLIC WORKS COMMITTEE (CONTINUED)

3. 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

Moved by J. Pasch, seconded by B. B. Janovitz, that Ordinance No. 2019-137 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Pasch, seconded by B. B. Janovitz, that Ordinance No. 2019-137 be adopted.

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

MOTION ADOPTED

4. A Motion authorizing the Clerk of Council to advertise for bids for the 2020 Tree Planting Program

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

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

MOTION ADOPTED

SAFETY AND PUBLIC HEALTH COMMITTEE

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

Moved by E. Synenberg, seconded by J. Berns, that Ordinance No. 2019-138 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by E. Synenberg, seconded by J. Berns, that Ordinance No. 2019-138 be adopted.

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

MOTION ADOPTED

2. 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

Moved by B. B. Janovitz, seconded by J. Berns, that Ordinance No. 2019-139 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, 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. 2019-139 be adopted.

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

MOTION ADOPTED

ADJOURNMENT

Moved by A. Isaacson, seconded by J. Taylor, to adjourn the Regular Council Meeting at 7:40 P.M. to the next regularly scheduled Council Meeting.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, 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: Brian Linick, President of Council
James Pasch, Vice President of Council

FROM: Martin S. Horwitz 

DATE: October 28, 2019

SUBJECT: City Plans Examiners Reappointment(s) - Agenda Request

Our office has been working with the Law Department to present to City Council the annual contracts and appointments for 2020.

I have reviewed with Building Commissioner Griswold, the City's Plans Examiners who are on an annual contract. Mr. Griswold and I are recommending the reappointment of the following individuals for a one-year contract with a term expiring December 31, 2020.

G. Gifford Dyer
Paul Kowalczyk; and
Michael Wildermuth

These gentlemen have served the City well over the years and their work is a passthrough expense to the City. It is my pleasure to reappoint them.

M.S.H.

cc. Diane Calta, Law Director
William Griswold, Building Commissioner
Whitney Crook, Clerk of Council

INTRODUCED BY:

ORDINANCE NO. 2019-141

AN ORDINANCE CONFIRMING THE APPOINTMENT OF G. GIFFORD DYER AS PLANS EXAMINER/CITY ARCHITECT FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has appointed G. Gifford Dyer as Plans Examiner/City Architect for the City of Beachwood and has requested Council to confirm said appointment.

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

Section 1: The appointment by the Mayor of G. Gifford Dyer as Plans Examiner/City Architect for the City of Beachwood for a term ending December 31, 2020, be and the same is hereby confirmed.

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

Section 3: This Ordinance is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City; such necessity existing for the reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in 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 2nd day of December, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2019.

Clerk

Approval: I have approved this legislation this 3rd day of December, 2019 and filed it with the Clerk.

Mayor

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: Brian Linick, President of Council
James Pasch, Vice President of Council

FROM: Martin S. Horwitz 

DATE: October 28, 2019

SUBJECT: City Plans Examiners Reappointment(s) - Agenda Request

Our office has been working with the Law Department to present to City Council the annual contracts and appointments for 2020.

I have reviewed with Building Commissioner Griswold, the City's Plans Examiners who are on an annual contract. Mr. Griswold and I are recommending the reappointment of the following individuals for a one-year contract with a term expiring December 31, 2020.

G. Gifford Dyer
Paul Kowalczyk; and
Michael Wildermuth

These gentlemen have served the City well over the years and their work is a passthrough expense to the City. It is my pleasure to reappoint them.

M.S.H.

cc. Diane Calta, Law Director
William Griswold, Building Commissioner
Whitney Crook, Clerk of Council

INTRODUCED BY:

ORDINANCE NO. 2019-142

AN ORDINANCE CONFIRMING THE APPOINTMENT OF PAUL KOWALCZYK AS PLANS EXAMINER/CITY ARCHITECT FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has appointed Paul Kowalczyk as Plans Examiner/City Architect for the City of Beachwood and has requested Council to confirm said appointment.

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

Section 1: The appointment by the Mayor of Paul Kowalczyk as Plans Examiner/City Architect for the City of Beachwood for a term ending December 31, 2020, be and the same is hereby confirmed.

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

Section 3: This Ordinance is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City; such necessity existing for the reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in effect immediately upon its passage and approval by the Mayor.

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Clerk

Approval: I have approved this legislation this 3rd day of December, 2019 and filed it with the Clerk.

Mayor

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: Brian Linick, President of Council
James Pasch, Vice President of Council

FROM: Martin S. Horwitz 

DATE: October 28, 2019

SUBJECT: City Plans Examiners Reappointment(s) - Agenda Request

Our office has been working with the Law Department to present to City Council the annual contracts and appointments for 2020.

I have reviewed with Building Commissioner Griswold, the City's Plans Examiners who are on an annual contract. Mr. Griswold and I are recommending the reappointment of the following individuals for a one-year contract with a term expiring December 31, 2020.

G. Gifford Dyer
Paul Kowalczyk; and
Michael Wildermuth

These gentlemen have served the City well over the years and their work is a passthrough expense to the City. It is my pleasure to reappoint them.

M.S.H.

cc. Diane Calta, Law Director
William Griswold, Building Commissioner
Whitney Crook, Clerk of Council

INTRODUCED BY:

ORDINANCE NO. 2019-143

AN ORDINANCE CONFIRMING THE APPOINTMENT OF MICHAEL H. WILDERMUTH AS PLANS EXAMINER/CITY ARCHITECT FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has appointed Michael H. Wildermuth as Plans Examiner/City Architect for the City of Beachwood and has requested Council to confirm said appointment.

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

Section 1: The appointment by the Mayor of Michael H. Wildermuth, as Plans Examiner/City Architect for the City of Beachwood for a term ending December 31, 2020, be and the same is hereby confirmed.

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

Section 3: This Ordinance is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City; such necessity existing for the reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in 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 2nd day of December, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2019.

Clerk

Approval: I have approved this legislation this 3rd day of December, 2019 and filed it with the Clerk.

Mayor

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: Brian Linick, President of Council
James Pasch, Vice President of Council

FROM: Martin S. Horwitz *MSH*

DATE: October 28, 2019

SUBJECT: Architectural Review Board Alternate(s) Appointment - Agenda Request

Our office has been working with the Law Department to present to City Council the annual contracts and appointments for 2020.

After reviewing with Building Commissioner William Griswold, we recommend the following reappointments for a term ending December 31, 2022 (3-year Term):

Mr. Ronald Kluchin

Mr. Paul Kowalczyk

Both of these gentlemen have provided exemplary service to the City and I am pleased to reappoint them.

M.S.H.

cc. Diane Calta, Law Director
William Griswold, Building Commissioner
Whitney Crook, Clerk of Council

INTRODUCED BY:

ORDINANCE NO. 2019-144

AN ORDINANCE CONFIRMING THE APPOINTMENT OF RONALD KLUCHIN AS AN ALTERNATE MEMBER OF THE ARCHITECTURAL REVIEW BOARD FOR THE CITY OF BEACHWOOD, OHIO, AND DECLARING THIS TO BE AN URGENT MEASURE.

WHEREAS, pursuant to Section 153.01(a) of the Codified Ordinances of the City of Beachwood, the Mayor has appointed Ronald Kluchin as an alternate member of the Architectural Review Board for the City of Beachwood for a term ending December 31, 2022 and has requested Council to confirm said appointment.

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

Section 1: The appointment by the Mayor of Ronald Kluchin, as an alternate member of the Architectural Review Board for the City of Beachwood for a term ending December 31, 2022, be and the same is hereby confirmed.

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

Section 3: This Ordinance is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City; such necessity existing for the reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in effect immediately upon its enactment and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 2nd day of December, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2019.

Clerk

Approval: I have approved this legislation this 3rd day of December, 2019 and filed it with the Clerk.

Mayor

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: Brian Linick, President of Council
James Pasch, Vice President of Council

FROM: Martin S. Horwitz *MSH*

DATE: October 28, 2019

SUBJECT: Architectural Review Board Alternate(s) Appointment - Agenda Request

Our office has been working with the Law Department to present to City Council the annual contracts and appointments for 2020.

After reviewing with Building Commissioner William Griswold, we recommend the following reappointments for a term ending December 31, 2022 (3-year Term):

Mr. Ronald Kluchin

Mr. Paul Kowalczyk

Both of these gentlemen have provided exemplary service to the City and I am pleased to reappoint them.

M.S.H.

cc. Diane Calta, Law Director
William Griswold, Building Commissioner
Whitney Crook, Clerk of Council

INTRODUCED BY:

ORDINANCE NO. 2019-145

AN ORDINANCE CONFIRMING THE APPOINTMENT OF PAUL KOWALCZYK AS AN ALTERNATE MEMBER OF THE ARCHITECTURAL REVIEW BOARD FOR THE CITY OF BEACHWOOD, OHIO, AND DECLARING THIS TO BE AN URGENT MEASURE.

WHEREAS, pursuant to Section 153.01(a) of the Codified Ordinances of the City of Beachwood, the Mayor has appointed Paul Kowalczyk as an alternate member of the Architectural Review Board for the City of Beachwood for a term ending December 31, 2022 and has requested Council to confirm said appointment.

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

Section 1: The appointment by the Mayor of Paul Kowalczyk, as an alternate member of the Architectural Review Board for the City of Beachwood for a term ending December 31, 2022, be and the same is hereby confirmed.

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

Section 3: This Ordinance is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City; such necessity existing for the reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in effect immediately upon its enactment and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 2nd day of December, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2019.

Clerk

Approval: I have approved this legislation this 3rd day of December, 2019 and filed it with the Clerk.

Mayor

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

OATH OF OFFICE

I, **RONALD KLUCHIN**, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Ohio, and the Charter and Ordinances of the City of Beachwood, and that I will faithfully, honestly, and impartially discharge the duties as an **Alternate Member of the Architectural Board of Review**, for the City of Beachwood, State of Ohio, during my continuance in said office, for the term beginning January 1, 2020.

Ronald Kluchin

SWORN TO before me and subscribed in my presence this **2nd day of December, 2019.**

Martin S. Horwitz, Mayor

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

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

Section 1:

For Supplies and Services	December 2, 2019	\$44,338.25
GPD Group	Engineering Services	\$36,799.00
Kenneth J. Fisher Co., L.P.A.	Legal Services	\$5,000.00
Tactical Planning	Professional Services	\$1,495.00
Michael Wildermuth	Plan Review Services	\$1,044.25

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 2nd day of December, 2019 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 3rd day of December, 2019 and filed it with the Clerk.

Mayor

Summary of Engineering Invoices
December 2, 2019 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2019	2018	2017
								ENCUMBRANCES		
2018119.05-11	11/8/2019	\$195.00	\$0.00	\$195.00	General			X		
2019119.11-1	11/8/2019	\$1,888.50	\$0.00	\$1,888.50	Capital			X		
2018119.18-13	11/8/2019	\$4,980.50	\$0.00	\$4,980.50	Street Cons.				X	
2018119.19-18	11/8/2019	\$5,848.50	\$0.00	\$5,848.50	Street Cons.				X	
2019119.05-8	11/8/2019	\$14,499.00	\$0.00	\$14,499.00	Capital			X		
2019119.09-4	11/8/2019	\$2,305.00	\$0.00	\$2,305.00	General			X		
2019119.01-9	11/8/2019	\$1,586.50	\$0.00	\$1,586.50	General			X		
2019119.07-4	11/8/2019	\$896.00	\$0.00	\$896.00	Deposits	Dominion Energy		X		
2019120.01-9	11/8/2019	\$516.00	\$0.00	\$516.00	General			X		
2016120.32-9	11/8/2019	\$92.50	\$0.00	\$92.50	Deposits	Green Road Synagogue		X		
2017120.09-27	11/8/2019	\$764.50	\$0.00	\$764.50	Deposits	Edward Rose Dev.		X		
2017120.21-28	11/8/2019	\$224.00	\$0.00	\$224.00	Deposits	Encore Medical		X		
2019120.12-4	11/8/2019	\$204.50	\$0.00	\$204.50	Deposits	Centennial Contractor		X		
2019120.35-1	11/8/2019	\$112.00	\$0.00	\$112.00	Deposits	Homes on Demand		X		
2019120.02-1	11/8/2019	\$280.00	\$0.00	\$280.00	Deposits	Old World Clasics		X		
2019120.23-3	11/8/2019	\$1,695.50	\$0.00	\$1,695.50	Deposits	Osborn Engineering Comp		X		
2019120.42-1	11/8/2019	\$711.00	\$0.00	\$711.00	Deposits	Orlean Construction LLC		X		

Total To Pay	\$36,799.00
---------------------	--------------------

Total Capital Fund	\$16,387.50
Total General Fund	\$4,602.50
Total Deposits	\$4,980.00
Total Street Const. Mant.	\$10,829.00
Less: Billable Charges	(\$4,980.00)
Net Paid by City:	\$31,819.00



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

RECEIVED

Invoice

NOV 14 AM 8:51

CITY OF BEACHWOOD

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

*Green Road Synagogue
2019-33246*

November 8, 2019

Invoice No: 2016120.32 - 9

Invoice	\$92.50
Total	

Project 2016120.32 Beachwood - Green Rd Synagogue

Contract

Building Dept.

Professional Services from September 28, 2019 to October 25, 2019

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount
Design Engineer			
Kotecki, Kyle	1.00	92.50	92.50
Totals	1.00		92.50
Total Labor			92.50

Total this Task \$92.50

Total this Invoice \$92.50

Outstanding Invoices

Number	Date	Balance
7	9/13/2019	259.00
8	10/11/2019	231.25
Total		490.25

Billings to Date

	Current	Prior	Total
Labor	92.50	3,458.25	3,550.75
Totals	92.50	3,458.25	3,550.75

APPROVED FOR PAYMENT

BY: Will Grissell

DATE: 11-12-19

PR: 783-600-53130

Net 30 days.

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

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CITY OF BEACHWOOD

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

*Edward Rose Per
#2017-26544*

November 8, 2019

Invoice No: 2017120.09 - 27

Invoice Total \$764.50

Project 2017120.09 Beachwood - Rose Senior Living

Building Dept.

Professional Services from September 28, 2019 to October 25, 2019

Task 200 Inspection - SWPPP

Professional Personnel

	Hours	Rate	Amount
Design Engineer			
Kotecki, Kyle	1.00	92.50	92.50
SWPPP			
Inspector			
Maleski, Theodore	12.00	56.00	672.00
Totals	13.00		764.50
Total Labor			764.50

Total this Task \$764.50

Total this Invoice \$764.50

Outstanding Invoices

Number	Date	Balance
26	10/11/2019	1,796.75
Total		1,796.75

Billings to Date

	Current	Prior	Total
Labor	764.50	16,842.25	17,606.75
Totals	764.50	16,842.25	17,606.75

APPROVED FOR PAYMENT

BY: William Griswold

DATE: 11-12-19

FE: 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

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CITY OF BEACHWOOD

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

*Encore Medical
 # 2017-26580*

November 8, 2019

Invoice No: 2017120.21 - 28

Invoice	\$224.00
Total	

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

Contract

Building Dept.

Professional Services from September 28, 2019 to October 25, 2019

Task 200 Inspection - SWPPP

Deposit Number 2017-26580

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

Total this Invoice \$224.00

Outstanding Invoices

Number	Date	Balance
26	9/13/2019	292.50
27	10/11/2019	243.75
Total		536.25

Billings to Date

	Current	Prior	Total
Labor	224.00	22,644.25	22,868.25
Totals	224.00	22,644.25	22,868.25

APPROVED FOR PAYMENT

BY: Will Grissel
 DATE: 11-12-19
 # 783-000-53130

Net 30 days.

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GPD Group
Architects - Engineers - Planners
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CITY OF BEACHWOOD

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

November 8, 2019

Invoice No: 2018119.05 - 11

Invoice Total \$195.00

Project 2018119.05 Beachwood - Storm Water Codes - Update

Service Dept.

Professional Services from September 28, 2019 to October 25, 2019

Task 100 Code Review for Updates

Professional Personnel

	Hours	Rate	Amount
Senior Engineer			
Rufener, Jesse	2.00	97.50	195.00
Working on Riparian setback map.			
Totals	2.00		195.00
Total Labor			195.00
Total this Task			\$195.00
Total this Invoice			\$195.00

Outstanding Invoices

Number	Date	Balance
10	9/13/2019	870.00
Total		870.00

Billings to Date

	Current	Prior	Total
Labor	195.00	9,507.00	9,702.00
Totals	195.00	9,507.00	9,702.00

APPROVED FOR PAYMENT

BY: [Signature]
DATE: 11-12-19
P/O: 2019-00089

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

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Invoice

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CITY OF BEACHWOOD

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

November 8, 2019

Invoice No: 2018119.18 - 13

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: *11-12-19*
 P.O.: *2018-02931*

Invoice Total \$4,980.50

Project 2018119.18 Beachwood - Halburton Phase 2

Service Dept.

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

Professional Services from September 28, 2019 to October 25, 2019

Task 100 Design

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	107.00	214.00
Inspector			
Orosz, Richard	1.00	56.00	56.00
Totals	3.00		270.00
Total Labor			270.00
Total this Task			\$270.00

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Fini, Nicholas	1.50	107.00	160.50
Inspector			
Maleski, Theodore	71.00	56.00	3,976.00
Orosz, Richard	1.00	56.00	56.00
Inspector Coordinator			
Hollo, Gary	7.00	74.00	518.00
Totals	80.50		4,710.50
Total Labor			4,710.50
Total this Task			\$4,710.50

Total this Invoice \$4,980.50

Outstanding Invoices

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

Net 30 days.

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Project	2018119.18	Beachwood - Halburton Phase 2	Invoice	13
	12	10/11/2019	8,352.00	
	Total		25,872.25	

Billings to Date

	Current	Prior	Total
Labor	4,980.50	82,172.25	87,152.75
Totals	4,980.50	82,172.25	87,152.75

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

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CITY OF BEACHWOOD

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

November 8, 2019

Invoice No: 2018119.19 - 18

APPROVED FOR PAYMENT
 DATE: 11-12-19
 P.O.: 2018-02923

Invoice Total \$5,848.50

Project 2018119.19 Beachwood - Campus Road Waterline Replacement and Resurfacing

Service Dept.

Professional Services from September 28, 2019 to October 25, 2019

Task 200 Inspection

P.O.#2018-02923 \$20,000.00

Professional Personnel

	Hours	Rate	Amount
Inspector			
Freeman, Milan	53.00	56.00	2,968.00
Orosz, Richard	28.00	56.00	1,568.00
Inspector Coordinator			
Hollo, Gary	6.00	74.00	444.00
Totals	87.00		4,980.00
Total Labor			4,980.00
Total this Task			\$4,980.00

Billings to Date

	Current	Prior	Total
Labor	4,980.00	13,893.50	18,873.50
Totals	4,980.00	13,893.50	18,873.50

Task 210 Inspection - Resurfacing

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

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	5.00	107.00	535.00
Fini, Nicholas	.50	107.00	53.50
Inspector			
Parker, Richard	5.00	56.00	280.00
Totals	10.50		868.50
Total Labor			868.50
Total this Task			\$868.50

Net 30 days.

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Project	2018119.19	Beachwood-Campus Rd Waterline Repl Resur	Invoice	18
---------	------------	--	---------	----

Billings to Date

	Current	Prior	Total
Labor	868.50	5,280.50	6,149.00
Totals	868.50	5,280.50	6,149.00
Total this Invoice			<u>\$5,848.50</u>

Outstanding Invoices

Number	Date	Balance
16	9/13/2019	8,356.00
17	10/11/2019	5,280.50
Total		13,636.50

Net 30 days.

Page 2

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

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Invoice

19 NOV 14 AM 8:51

CITY OF BEACHWOOD

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

November 8, 2019

Invoice No: 2019119.01 - 9

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 11-12-19
P.O.: 2019-00089

Invoice Total \$1,586.50

Project 2019119.01 Beachwood - General Engineering

Service Dept.
P.O.#2019-00089

Professional Services from September 28, 2019 to October 25, 2019

Task 100 General Meeting Attendance

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	107.00	214.00
ODOT meeting - Culvert under Chagrin at Stratford.			
Senior Engineer			
Gorman, Jacqueline	2.00	97.50	195.00
Cuy River South-WAC meeting attendance.			
Gorman, Jacqueline	2.00	97.50	195.00
Lake Erie/Chagrin River-WAC meeting attendance.			
Totals	6.00		604.00
Total Labor			604.00
Total this Task			\$604.00

Billings to Date

	Current	Prior	Total
Labor	604.00	1,649.00	2,253.00
Totals	604.00	1,649.00	2,253.00

Task 200 General Engineering

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
Cedar Road issues - County project.			
Ciuni, Joseph	2.00	107.00	214.00
Cedar Road issues with the County.			
Ciuni, Joseph	2.00	107.00	214.00
Site visit to Cedar Road culverts with NEORSD.			
Fini, Nicholas	2.00	107.00	214.00
Cedar Road final inspection.			

Net 30 days.

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Project	2019119.01	Beachwood - General Engineering	Invoice	9
Senior Engineer				
Gorman, Jacqueline		2.00	97.50	195.00
Exhibits and map update.				
Senior Designer				
Weissberg, Carl		.50	77.00	38.50
Snow plowing exhibit.				
Totals		9.50		982.50
Total Labor				982.50
			Total this Task	\$982.50

Billings to Date

	Current	Prior	Total
Labor	982.50	11,039.50	12,022.00
Expense	0.00	84.00	84.00
Totals	982.50	11,123.50	12,106.00
			Total this Invoice
			<u>\$1,586.50</u>

Outstanding Invoices

Number	Date	Balance
7	9/13/2019	1,790.50
8	10/11/2019	582.00
Total		2,372.50

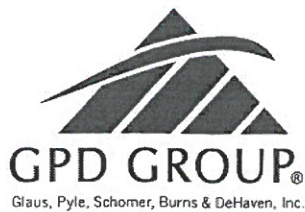
Billings to Date

	Current	Prior	Total
Labor	1,586.50	14,049.00	15,635.50
Expense	0.00	84.00	84.00
Totals	1,586.50	14,133.00	15,719.50

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

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Invoice

19 NOV 14 AM 10:28

CITY OF BEACHWOOD

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

November 8, 2019

Invoice No: 2019119.05 - 8

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: 11-14-19
 P/O: 2019-00989

Invoice Total \$14,499.00

Project 2019119.05 Beachwood - George Zeiger Drive - Resurfacing

Service Dept.

Professional Services from September 28, 2019 to October 25, 2019

Task 200 Construction Admin / Inspection

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
Inspector			
Parker, Richard	257.00	56.00	14,392.00
Totals	258.00		14,499.00
Total Labor			14,499.00
Total this Task			\$14,499.00

Total this Invoice \$14,499.00

Outstanding Invoices

Number	Date	Balance
6	9/13/2019	8,305.00
7	10/11/2019	5,554.00
Total		13,859.00

Billings to Date

	Current	Prior	Total
Labor	14,499.00	38,809.00	53,308.00
Totals	14,499.00	38,809.00	53,308.00

Net 30 days.



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

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Invoice

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CITY OF BEACHWOOD

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

November 8, 2019

Invoice No: 2019119.07 - 4

*Bill
 Dominion Energy
 #19783001*

Invoice Total \$896.00

Project 2019119.07 Beachwood - Halburton Road Dominion Energy

Service Dept.

Professional Services from September 28, 2019 to October 25, 2019

Task 100 Inspection of Services-Lowering for RW

Professional Personnel

		Hours	Rate	Amount
Inspector				
Maleski, Theodore	10/1/2019	3.00	56.00	168.00
Maleski, Theodore	10/2/2019	3.00	56.00	168.00
Maleski, Theodore	10/4/2019	2.00	56.00	112.00
Maleski, Theodore	10/7/2019	3.00	56.00	168.00
Maleski, Theodore	10/8/2019	2.00	56.00	112.00
Maleski, Theodore	10/9/2019	2.00	56.00	112.00
Maleski, Theodore	10/11/2019	1.00	56.00	56.00
Totals		16.00		896.00
Total Labor				896.00

Total this Task \$896.00

Billings to Date

	Current	Prior	Total
Labor	896.00	7,038.50	7,934.50
Totals	896.00	7,038.50	7,934.50
Total this Invoice	\$896.00		

Outstanding Invoices

Number	Date	Balance
3	10/11/2019	1,451.00
Total		1,451.00

Billings to Date

	Current	Prior	Total
Labor	896.00	7,038.50	7,934.50
Totals	896.00	7,038.50	7,934.50

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: 11/12/19
 PO: 783-000-53130

Net 30 days.

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



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

RECEIVED Invoice

19 NOV 14 AM 8:51

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

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: 11-12-19
 P/O: 2019-02845

November 8, 2019

Invoice No: 2019119.09 - 4

CITY OF BEACHWOOD

Invoice Total \$2,305.00

Project 2019119.09

Beachwood - 2019 Asphalt & Concrete Repair Program

P.O.#2019-02845

Service Dept.

Max Not to Exceed \$15,000.00

Professional Services from September 28, 2019 to October 25, 2019

Task 200 Construction Admin / Inspection

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	8.00	107.00	856.00
Fini, Nicholas	3.00	107.00	321.00
Inspector			
Maleski, Theodore	1.00	56.00	56.00
Orosz, Richard	16.50	56.00	924.00
Inspector Coordinator			
Hollo, Gary	2.00	74.00	148.00
Totals	30.50		2,305.00
Total Labor			2,305.00
Total this Task			\$2,305.00

Billings to Date

	Current	Prior	Total
Labor	2,305.00	2,262.00	4,567.00
Totals	2,305.00	2,262.00	4,567.00
Total this Invoice			\$2,305.00

Outstanding Invoices

Number	Date	Balance
2	9/13/2019	588.50
3	10/11/2019	2,262.00
Total		2,850.50

Net 30 days.

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 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2019119.09	Beachwood-2019 Asphalt & Concrete Repair	Invoice	4
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Billings to Date

	Current	Prior	Total
Labor	2,305.00	5,266.00	7,571.00
Totals	2,305.00	5,266.00	7,571.00

Net 30 days.

Page 2

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



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

RECEIVED

Invoice

19 NOV 14 AM 10:28

CITY OF BEACHWOOD

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

November 8, 2019

Invoice No: 2019119.11 - 1

APPROVED FOR PAYMENT
DATE: 11/5/19
P/O: 2019-03012
Service

Invoice Total \$1,888.50

Project 2019119.11 Beachwood - Biscayne Blvd - Reconstruction

Service Dept.

Professional Services from September 28, 2019 to October 25, 2019

Task 100 Design

Max Fee \$50,000.00

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
Fini, Nicholas	6.00	107.00	642.00
Senior Designer			
Weissberg, Carl	8.00	77.00	616.00
CAD Drafter			
Provost, Dallas	1.00	71.00	71.00
1-Person Crew with Robotic Instrument			
Leech, Ryan	5.00	90.50	452.50
Totals	21.00		1,888.50
Total Labor			1,888.50
Total this Task			\$1,888.50

Billings to Date

	Current	Prior	Total
Labor	1,888.50	0.00	1,888.50
Totals	1,888.50	0.00	1,888.50
Total this Invoice			\$1,888.50

Billings to Date

	Current	Prior	Total
Labor	1,888.50	0.00	1,888.50
Totals	1,888.50	0.00	1,888.50

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

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Invoice

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CITY OF BEACHWOOD

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

November 8, 2019

Invoice No: 2019120.01 - 9

APPROVED FOR PAYMENT
 BY: *Will Grissel*
 DATE: *11-12-19*
 P/O: *2019-00102*

Invoice Total \$516.00

Project 2019120.01 Beachwood - General Engineering

Building Dept.
P.O.#2019-00102

Professional Services from September 28, 2019 to October 25, 2019

Task 100 General Meeting Attendance

Professional Personnel

	Hours	Rate	Amount
Senior Engineer			
Gorman, Jacqueline	2.00	97.50	195.00
Internal P&Z meeting.			
Totals	2.00		195.00
Total Labor			195.00
Total this Task			\$195.00

Task 200 General Plan Review

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
23913 Woodway.			
Ciuni, Joseph	2.00	107.00	214.00
2590 Buckhurst - Site visit/drainage complaint.			
Totals	3.00		321.00
Total Labor			321.00
Total this Task			\$321.00

Total this Invoice \$516.00

Outstanding Invoices

Number	Date	Balance
8	10/11/2019	499.00
Total		499.00

Net 30 days.

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Project	2019120.01	Beachwood - General Engineering	Invoice	9
---------	------------	---------------------------------	---------	---

Billings to Date

	Current	Prior	Total
Labor	516.00	1,783.00	2,299.00
Totals	516.00	1,783.00	2,299.00

Net 30 days.

Page 2

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520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

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CITY OF BEACHWOOD

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

*old World Classics
2019-32045*

November 8, 2019

Invoice No: 2019120.02 - 1

Invoice	\$280.00
Total	

Project 2019120.02 Beachwood - 24896 Turnbridge - New House

Building Dept.

Professional Services from September 28, 2019 to October 25, 2019

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount	
Inspector				
Maleski, Theodore	5.00	56.00	280.00	
Totals	5.00		280.00	
Total Labor				280.00
			Total this Task	\$280.00
			Total this Invoice	\$280.00

Billings to Date

	Current	Prior	Total
Labor	280.00	0.00	280.00
Totals	280.00	0.00	280.00

APPROVED FOR PAYMENT

BY: Willie Grising
DATE: 11-12-19
PR: 783-000-53130

Net 30 days.

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

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Invoice

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

*Centennial Contractor
#2019-33101*

CITY OF BEACHWOOD

November 8, 2019

Invoice No: 2019120.12 - 4

Invoice Total \$204.50

Project 2019120.12 Beachwood - 25875 Science Park - Cleveland Clinic

Building Dept.

Professional Services from September 28, 2019 to October 25, 2019

Task 100 Inspection

Professional Personnel

	Hours	Rate	Amount
Design Engineer			
Kotecki, Kyle	1.00	92.50	92.50
Inspector			
Maleski, Theodore	2.00	56.00	112.00
Totals	3.00		204.50
Total Labor			204.50
Total this Task			\$204.50
Total this Invoice			\$204.50

Outstanding Invoices

Number	Date	Balance
3	10/11/2019	530.75
Total		530.75

Billings to Date

	Current	Prior	Total
Labor	204.50	1,928.25	2,132.75
Totals	204.50	1,928.25	2,132.75

APPROVED FOR PAYMENT

BY: Will Grissel
DATE: 11-12-19
PAID: 783-000-53130

Net 30 days.

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Akron, Ohio 44311-1010
(330) 572-2100

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CITY OF BEACHWOOD

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

November 8, 2019

Invoice No: 2019120.23 - 3

Bill
Osborn Engineering
#1993130

Invoice **\$1,695.50**
Total

Project 2019120.23 Beachwood - Ahuja Improvements

Building Dept.

Professional Services from September 28, 2019 to October 25, 2019

Task 100 Plan Review - New 500 Car Parking Lot

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	4.00	107.00	428.00
Senior Engineer			
Gorman, Jacqueline	13.00	97.50	1,267.50
Totals	17.00		1,695.50
Total Labor			1,695.50
Total this Task			\$1,695.50

Billings to Date

	Current	Prior	Total
Labor	1,695.50	1,796.50	3,492.00
Totals	1,695.50	1,796.50	3,492.00
Total this Invoice			\$1,695.50

Outstanding Invoices

Number	Date	Balance
2	10/11/2019	1,689.50
Total		1,689.50

Billings to Date

	Current	Prior	Total
Labor	1,695.50	1,796.50	3,492.00
Totals	1,695.50	1,796.50	3,492.00

APPROVED FOR PAYMENT
BY: Will Frisvold
DATE: 11-12-19
PO: 783-600-53136

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

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Invoice

CITY OF BEACHWOOD

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

*Homes on Demand
2019-34612*

November 8, 2019
Invoice No: 2019120.35 - 1

Invoice Total \$112.00

Project 2019120.35 Beachwood - 24770 Twickenham - New House

Building Dept.

Professional Services from September 28, 2019 to October 25, 2019

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				\$112.00

Billings to Date

	Current	Prior	Total
Labor	112.00	0.00	112.00
Totals	112.00	0.00	112.00

APPROVED FOR PAYMENT

BY: Walter Grissmer
DATE: 11-12-19
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

RECEIVED
Invoice

19 NOV 14 AM 8:51

CITY OF BEACHWOOD

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

*Bill
 Orlean Construction LLC
 #1993133*

November 8, 2019

Invoice No: 2019120.42 - 1

Invoice Total \$711.00

Project 2019120.42 Beachwood - Orlean Water Work

Building Dept.

Professional Services from September 28, 2019 to October 25, 2019

Task 100 Plan Review - Site Plan

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
Senior Engineer			
Gorman, Jacqueline	4.00	97.50	390.00
Totals	5.00		497.00
Total Labor			497.00
Total this Task			\$497.00

Billings to Date

	Current	Prior	Total
Labor	497.00	0.00	497.00
Totals	497.00	0.00	497.00

Task 110 Plan Review-Lot Split/Consolidation Plat

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 \$711.00

Net 30 days.

APPROVED FOR PAYMENT

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

DATE: 11-12-19
 # 783-000-53130

Project	2019120.42	Beachwood - Orlean Water Work	Invoice	1
---------	------------	-------------------------------	---------	---

Billings to Date

	Current	Prior	Total
Labor	711.00	0.00	711.00
Totals	711.00	0.00	711.00

Net 30 days.

Page 2

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INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Kenneth J. Fisher Co., L.P.A.
50 Public Square, Suite 2100
Cleveland, Ohio 44113
October 31, 2019
Page 1

Diane Calta, Law Director (diane.calta@beachwoodohio.com)
City of Beachwood
25325 Fairmount Boulevard
Beachwood, Ohio 44122

Re: Legal Representation

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TIME</u>
October 17, 2019	[REDACTED]	5.5 hours
October 18, 2019	[REDACTED]	1.5 hours
October 21, 2019	[REDACTED]	3.5 hours
October 25, 2019	[REDACTED]	0.5 hours
October 28, 2019	[REDACTED]	0.75 hours
October 29, 2019	[REDACTED]	1.25 hours
October 30, 2019	[REDACTED]	5.0 hours
October 17, 2019 - October 30, 2019	[REDACTED]	2.0 hours

Total = 20.0 hours x \$250.00/hour = \$5,000.00

APPROVED FOR PAYMENT

D. Calta

DATE: 11-5-19

NO: 2019-02807

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

P.O. # 2014-00196

November 1, 2019

FED ID # 46-3453684

INV # BW-1962

*Mem
In Motion
1993137*

For professional services rendered with regard to plan reviews and report preparation for the **October 31, 2019 Planning and Zoning Commission Meeting** as follows:

P&Z 2019-37

InMotion

G. Smerigan

1.5 Hours

@

\$115.00 / hour

\$172.50

TOTAL DUE THIS INVOICE

\$172.50

Thank you,



George Smerigan
Managing Member

APPROVED FOR PAYMENT

BY: WCS

DATE: 11/6/19

P/O: _____

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

November 1, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1963

*Memo
CDS Construction
#1993138*

For professional services rendered with regard to plan reviews and report preparation for the **October 31, 2019 Planning and Zoning Commission Meeting** as follows:

<u>P&Z 2019-38</u>	<u>CDS Construction / Daniel & Terry German</u>
G. Smerigan	1.5 Hours @ \$115.00 / hour \$172.50

TOTAL DUE THIS INVOICE

\$172.50

APPROVED FOR PAYMENT

BY: WG
DATE: 11/6/19
P/O: _____

✓

Thank you,



George Smerigan
Managing Member

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

November 1, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1964

*Memo
CT Consultants
#1993133*

For professional services rendered with regard to plan reviews and report preparation for the **October 31, 2019 Planning and Zoning Commission Meeting** as follows:

<u>P&Z 2019-33</u>	<u>CT Consultants, Inc. / City of Beachwood</u>
G. Smerigan	2.5 Hours @ \$115.00 / hour \$287.50

TOTAL DUE THIS INVOICE

\$287.50

Thank you,

APPROVED FOR PAYMENT
BY: WLG
DATE: 11/6/19
P/O: _____

✓



George Smerigan
Managing Member

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

*Memo
orlean construction
#1993133*

November 1, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1965

For professional services rendered with regard to plan reviews and report preparation for the **October 31, 2019 Planning and Zoning Commission Meeting** as follows:

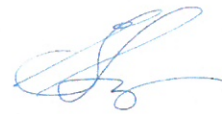
P&Z 2019-34 CT Consultants, Inc. / SWP Acquisition LLC

G. Smerigan 2.5 Hours @ \$115.00 / hour \$287.50

TOTAL DUE THIS INVOICE

\$287.50

Thank you,



George Smerigan
Managing Member

APPROVED FOR PAYMENT
WLS
DATE: 11/6/19
P/O: _____

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

*Memo
Orlean Construction
#199 3135*

November 1, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1966

For professional services rendered with regard to plan reviews and report preparation for the **October 31, 2019 Planning and Zoning Commission Meeting** as follows:

P&Z 2019-35

P&Z 2019-36

CT Consultants, Inc. / Orlean Company

G. Smerigan

5.0 Hours

@

\$115.00 / hour

\$575.00

TOTAL DUE THIS INVOICE

\$575.00

APPROVED FOR PAYMENT

BY: wa
DATE: 11/8/19
P/O: _____

✓

Thank you,



George Smerigan
Managing Member



MICHAEL H. WILDERMUTH, AIA, ARCHITECT

November 3, 2019

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

Re: Building Department
Plan Review Services for October 2019

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

Plan Review for the month of October 2019..... \$1,043.75
Cost Breakdown Sheet Attached

Total amount due..... \$1,043.75

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

APPROVED FOR PAYMENT

BY: Walter Griswell
DATE: 11/12/19
P/O: _____

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



MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

		October 2019		
MHW Job No.	Beachwood Receipt No.	Job Name	Time	
CB19-15-2 10-20-19	2019-34711	Chabad Rev 2 23711 Cedar	2.5 H	\$208.75
CB19-18-1 9-21-19	2019-35042	Civista canopy 3723 Park East	2.0 H	\$167.00
CB19-19-1 10-16-19	2019-34969	Spec Tenant 23711 Cedar	3.0 H	\$250.50
CB19-20-1 10-20-19	2019-35074	Menorah-Marcus Ph3 27100 Cedar	3.5 H	\$292.75
CB19-21 10-20-19	2019-32844	ORG Fitness FP 3201 Enterprise	1.5 H	\$125.25
		Total	12.5 H	\$1,043.75

Memorandum

To: Larry Heiser, Finance Director *LH*
From: Craig Kaufman, IT Manager
Subject: Offsite Backup
Date: November 21, 2019

The current backup system is being stored on hard drives at City Hall on our network, to help protect from ransomware and other viruses we are looking to move these backup to Offsite Storage. Storing another copy of the backup's offsite and off of our network will give us a second option if we get infected with ransomware or any other kind of virus. The offsite storage is cloud based which means it is not on our network which will help with spreading the viruses to backup files.

Attached is three quotes and the contract agreement for Iland Internet Solutions. We select Iland because they have 7 day retention for deleted files.

It is my recommendations that we sign a one year agreement with Iland Internet Solutions for offsite backups For the amount of \$1,225.00 per month totaling \$14,700.00 annually.

INTRODUCED BY:

ORDINANCE NO. 2019-146

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A VEEAM SERVICE AGREEMENT WITH ILAND INTERNET SOLUTIONS CORPORATION FOR SECURE CLOUD BACKUP FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the IT Manager has recommended Offsite Storage to protect the City Hall backup system from ransomware and other viruses; and

WHEREAS; iland Internet Solutions Corporation was the lowest and best quotation received in an amount not to exceed Fourteen Thousand Seven Hundred Dollars and No/Cents (\$14,700.00) for a period of one (1) year.

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 IT Manager, the Mayor is hereby authorized to enter into a contract with iland Internet Solutions Corporation, in an amount not to exceed Fourteen Thousand Seven Hundred Dollars and No/Cents (\$14,700.00) for a period of one (1) year, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

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

Section 3: This Ordinance is hereby declared an emergency 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 protect the City's network from ransomware and other viruses; 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 2nd day of December, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2019.

Clerk

Approval: I have approved this legislation this 3rd day of December, 2019 and filed it with the Clerk.

Mayor



VEEAM SERVICE AGREEMENT

This **VEEAM SERVICE AGREEMENT** (this "**Agreement**") is entered on _____ (the "**Effective Date**"), between _____ (the "**Customer**"), iland Internet Solutions Corporation, a Texas corporation (the "**US Provider**"), iland Europe Limited, a company formed and existing under the laws of England and Wales (the "**UK Provider**"), iland Cloud Pte. Ltd., a company formed and existing under the laws of Singapore (the "**Singapore Provider**"), iland Australia Pty Ltd, a company formed and existing under the laws of New South Wales (the "**Australian Provider**"), and iland Nederland B.V., a company formed and existing under the laws of the Netherlands (the "**Dutch Provider**"), and together with the US Provider, the UK Provider, the Singapore Provider and the Australia Provider, the "**Providers**" and each, a "**Provider**".

In consideration of the above recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

In this Agreement:

Section 1.1 "Monthly Fee" means the aggregate Monthly Fees on the relevant Order.

Section 1.2 "Order" means a request for services submitted by the Customer to the Provider that have become binding after the Customer and Provider have affirmatively agreed to all terms and conditions concerning the requested services.

Section 1.3 "Third Party" means any person other than a Party or its affiliates.

ARTICLE 2 SERVICES

Section 2.1 Description of Services. The Provider shall use its reasonable efforts to provide the resources comprising a cloud based infrastructure (the "**Cloud Resources**") with the specifications set in an Order (the "**Specifications**"), in each case to the Customer, and the Customer shall compensate the Provider at the rates set out in such Order, in each case subject to the terms and conditions set out in this Agreement until this Agreement is terminated.

Section 2.2 Service-Specific Provisions. The terms set out on each Schedule accessible at <http://www.iland.com/legal/service-schedule> (each as may be updated from time to time at the Provider's sole discretion) are hereby deemed to be incorporated into each Order into which such Schedule's terms are to be incorporated pursuant to the terms of such Schedule. The relevant Provider shall provide reasonable notice to the Customer whenever the terms of an applicable Schedule are updated, and such updated Schedule shall become binding on the Customer and the relevant Providers on the thirtieth day following the date on which such notice is provided to the Customer.

Section 2.3 Renewal and Billing Commencement. Billing in respect of the Orders issued under this Agreement will commence on the date that the Provider confirms that the Cloud Resources have been handed off to the Customer and will remain in effect until the end of the initial service term ("**Initial Term**"), and, unless an Order is either terminated or renewed prior to the end of the Initial Term, the Customer shall provide a thirty (30) day advanced written notice of its intent to



terminate an Order on the final day of its Initial Term. If the Customer does not provide the notice in the preceding sentence, the Order shall renew for successive one-month terms (each, a "Successive Term") and the prices for Provider services on the Order shall increase to the Provider's list prices.

Section 2.4 Changes to Resources. Customer requested changes to the resources in an Order that has already been deployed at the time of the request shall not be effective until the Provider has confirmed that the requested changes have been performed.

ARTICLE 3 TERMINATION

Section 3.1 Termination Following Breach. If the Provider fails to perform its obligations or otherwise violates the terms or conditions of this Agreement and such default continues for a period of ten (10) days after receipt of a written notice describing the default, then the Customer may terminate this Agreement along with all Orders issued under this Agreement upon written notice to the Provider at cancellations@iland.com. If the Customer fails to perform its obligations or otherwise violates the terms or conditions of this Agreement and such default continues for a period of ten (10) days after receipt of a written notice describing the default, then the Provider may terminate this Agreement along with any or all Orders issued under this Agreement, and the Customer shall pay to the Provider promptly following such termination a termination fee equal to the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term if this Agreement had not been terminated.

Section 3.2 Hardware Costs. If the Provider procures hardware from third parties that was specifically requested or required by the Customer for the purpose of providing services to the Customer under an Order and the Provider terminates that Order due to breach by the Customer under Section 3.1 of this Agreement, upon receiving notice of that termination the Customer shall promptly reimburse the Provider for the depreciated value of that hardware.

Section 3.3 Data Deletion upon Termination. Upon the expiration or termination of an Order issued under this Agreement, Provider will delete all the Customer's data and software stored on the Cloud Resources so terminated within ninety (90) days following termination. The Customer is responsible for migrating the Customer's data residing on the Cloud Resources prior to the termination of the relevant Order at the Customer's expense.

ARTICLE 4 COMPENSATION AND INVOICING

Section 4.1 Billing and Payment Terms. The Provider shall issue invoices to the Customer on a quarterly basis. Each invoice will reflect the services to be provided by the Provider to the Customer during the upcoming quarter, except charges that are dependent on usage of service, which shall be invoiced in arrears. The Customer shall pay each invoice within thirty (30) days following the date of such invoice. The Customer shall pay any relevant set up fees and any security deposit on an Order concurrently with the execution of that Order.

Section 4.2 Taxes and Fees. All charges for service are exclusive of applicable taxes and the Customer will be responsible for all taxes and Third Party fees that arise in any jurisdiction.

Section 4.3 Software Acquisition Costs. Software prices set out in Orders issued under this Agreement are subject to increase if the Provider's costs of acquiring rights to Third-Party



software that forms a part of the services to be provided by the Provider to the Customer increase following the date of this Agreement, in which case the Provider may, upon notice to the Customer, increase the price of the relevant services by an amount commensurate with the increase in the costs of acquiring the rights to such Third-Party software. Any price increases allowed under this Section shall be limited to increases of ten percent (10%) per Term of an Order.

ARTICLE 5 LIMITATION OF LIABILITY

Section 5.1 Express Warranties Only. **THE PRODUCTS AND SERVICES TO BE PROVIDED BY THE PROVIDER ARE PROVIDED AS IS, WITH ALL FAULTS. THE PROVIDER EXCLUDES ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED BY THE PROVIDER, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY OR WHETHER AT COMMON LAW OR IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE. THE CUSTOMER EXPRESSLY ASSUMES THE RISK OF DATA LOSS, DOWNTIME AND EQUIPMENT DAMAGE RELATING TO THE USE OF THE PROVIDER'S SERVICES.**

Section 5.2 Software Licenses. The Customer expressly acknowledges that the Provider may provide the Customer with a license or the right to use software under the terms of a separate license from a Third Party licensor. **THE CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ITS RIGHTS TO USE SUCH SOFTWARE ARE LIMITED TO THE RIGHTS PROVIDED BY THE THIRD PARTY LICENSOR AND THAT ANY AND ALL CLAIMS THAT THE CUSTOMER MAY HAVE CONCERNING OR RELATING TO SUCH SOFTWARE PROVIDED TO THE CUSTOMER BY THE PROVIDER, REGARDING THE PERFORMANCE OR THE FUNCTIONALITY OF SUCH SOFTWARE OR ANY SERVICES RELATED THERETO, SHALL BE BROUGHT EXCLUSIVELY AGAINST THE THIRD PARTY LICENSOR OF SUCH SOFTWARE AND NOT AGAINST THE PROVIDER. THE PROVIDER DOES NOT MAKE ANY WARRANTIES CONCERNING THE PERFORMANCE OR FUNCTIONALITY OF ANY SOFTWARE (INCLUDING OR ANY SERVICES RELATED THERETO) DISTRIBUTED BY THE PROVIDERS AND HEREBY DISCLAIM AND EXCLUDE ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY OR WHETHER AT COMMON LAW OR IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE.**

Section 5.3 No Consequential Damages. **THE PROVIDER WILL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLE, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL OR BUSINESS PROFITS, LOSS OF REVENUE, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE OR MALFUNCTION, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Section 5.4 Limitation on Direct Damages. The Provider's total aggregate liability to the Customer and its affiliates arising under or relating to this Agreement shall not exceed the Monthly Fee. The Provider shall not have any liability to the Customer in respect of (a) the costs of reloading, replacing, or recreating any of the Customer's lost or damaged information, data or software; or (b) the loss of the Customer's information, data or software.



Section 5.5 Statutory Liability. The Customer shall be solely responsible for (and shall hold each Provider its affiliates and its and their respective officers, directors, and employees harmless for):

- (1) defending the Provider in any and all proceedings and
- (2) resolving and paying any amounts related to any and all claims

that are brought against each Provider and its affiliates and its and their respective officers, directors and employees by governmental entities arising from the Customer's use of the Providers' networks and services for the storage of personal information, whether pursuant to Massachusetts Regulation 201 CMR 17.00, the U.S. Health Insurance Portability and Accountability Act of 1996, the U.S. Health Information Technology for Economic and Clinical Health Act, the General Data Protection Regulation, or, in the case where the Customer must comply with United Kingdom law in the event of an exit from the European Union, the Customer must indicate which data regulation it requires iland to comply with a sixty (60) day advanced written notice; and other applicable data protection laws and regulations, all of which as amended from time to time or other data protection laws and regulations.

Section 5.6 Reasonableness. The Customer acknowledges that the limitations and exclusions of liability set out in this ARTICLE 5 are reasonable that the Provider would not have been willing to provide products or services to the Customer for the prices set out in this Agreement and on the other terms set out in this Agreement absent such limitations and exclusions.

ARTICLE 6 MISCELLANEOUS

Section 6.1 Confidentiality. Neither Party shall divulge confidential information provided to such Party by the other Party or use such confidential information for purposes other than fulfilling its obligations under this Agreement, and each Party shall take all reasonable steps to ensure that each of its affiliates will not divulge such information to any other person. The confidentiality and limitation of use obligation set out in this Section 6.1 shall survive for one year following termination of this Agreement. The confidentiality and limitation of use obligation shall not apply where the Party receiving confidential information can show that (a) such information is already known to such Party or its representatives or to others not bound by a duty of confidentiality, (b) such information is or becomes publicly available through no fault of such Party or its representatives, (c) the furnishing or use of such information is required by, is necessary, or is appropriate in connection with legal (whether judicial, administrative, or legislative) proceedings, (d) such information is developed by such Party independent of this Agreement, or (3) if deemed a public record under the Ohio Public Records Act.

Section 6.2 Legal Compliance Generally. Each Party shall comply in all material respects with all laws, ordinances, statutes, codes, rules, and regulations that apply to its services, products, materials, equipment, employees, or work sites to be used in performing its obligations under this Agreement or any Order issued under this Agreement; provided, however, that such Provider's obligations as set out in this Section 6.2 shall not impair any Provider's right to be indemnified pursuant to Section 5.5.

Section 6.3 Personal Data. Each Party agrees that in relation to any personal data (as defined in applicable privacy laws in the jurisdictions in which the Services are being carried out) that it has or gains access to in connection with carrying out its obligations under this Agreement shall be processed in accordance with the requirements of applicable data privacy laws.

Section 6.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (excluding principles of conflicts of laws that would require application of the substantive laws of another jurisdiction). Venue for the institution of any



legal proceeding arising under this Agreement or any Order issued under this Agreement shall exclusively be in Cleveland, Ohio.

Section 6.5 Entire Agreement. This Agreement is the entire agreement between the Parties concerning the subjects hereof. All prior negotiations, representations, understandings, and partial agreements concerning the subject matter of this Agreement are superseded by this Agreement.

Section 6.6 Amendments. No amendment, modification, waiver, or release of the provisions of this Agreement shall be binding unless a writing of like import exists that (a) specifically identifies the amended, modified, waived, or released obligation, (b) describes the nature of the amendment, modification, waiver, or release, and (c) is signed by each Party.

Section 6.7 Assignment. No Party may assign its rights or obligations under this Agreement to any person without the consent of the other Party, provided that the Provider may assign its rights and obligations under this Agreement to any person that acquires all or substantially all of the Provider's assets without the Customer's consent. Any purported assignment without such consent shall be void.

Section 6.8 Publicity. The Customer hereby grants to each Provider permission to publicly identify the Customer as one of such Provider's customers. The Customer may revoke this permission at any time by giving notice of such revocation to the Providers.

Section 6.8 Notice. All notices, requests, demands, and other communications specifically required or authorized by this Agreement shall be written and shall be (a) mailed by registered mail or certified mail, return receipt requested, postage prepaid, to the recipient's address set out on the signature page of this Agreement, or (b) sent by recognized international courier to the recipient's address set out on the signature page of this Agreement with all delivery fees prepaid. A Party may change its contact information by sending a notice to the other Parties complying with these notice requirements.



This Veeam Service Agreement is hereby executed as of the Effective Date.

For [Customer name]

Name and title (please print)

Signature

Date

Address:

For iland Cloud Pte. Ltd.:

Scott Sparvero, Director

Date

For iland Internet Solutions Corporation:

Scott Sparvero, CEO

Date

For iland Europe Limited:

Scott Sparvero, Director

Date

For iland Nederland B.V.:

Scott Sparvero, Director

Date

For iland Australia Pty Ltd

Scott Sparvero, Director

Date



iland Internet Solutions

1235 North Loop West, Suite 800, Houston, TX, 77008, USA
Phone: (800) 697-7088
Email: sales@iland.com

Work Order

Customer:
Customer #:
Date:

City of Beachwood
130847701
November 21st, 2019

Work Order #:
Data Center:
Contract Term:
Payment Terms:
Invoice Frequency:

00026817-33444
Reston - USA
12 Month(s)
Net 30

SALESPERSON	EMAIL	PHONE	EXT
Daniel DeBord	ddebord@iland.com		x

Secure Cloud Backup

Item Number	Description	Quantity	Cost per Unit	Monthly Cost
ECS-R-S-VCC	iland Secure Cloud Backup with Veeam Cloud Connect (Per GB protected)	50,000	USD 0.01950	USD 975.00
BCKP-R-S-INS	Insider Protection, 7-days retention for deleted files	50,000	USD 0.00500	USD 250.00
TOTAL				USD 1,225.00

Total Monthly Recurring Charges: **USD 1,225.00**

Standard Setup Cost:	USD 0.00
Fixed Fee Setup Cost:	USD 0.00
Total Non-Recurring Charges:	USD 0.00

Terms & Conditions

This iland Work Order (this "Order") is entered into on the date set out above by and between the Provider and the Customer (each as identified below). This Order is subject to the terms, conditions, and agreements set out in the Service Agreement (the "Agreement") between the Provider and the Customer.

The Provider shall provide the resources described above in each case to the Customer, and the Customer shall compensate the Provider at the rates set out above, in each case subject to the terms and conditions set out in the Agreement and the relevant Schedules until this Order is terminated in accordance with the Agreement.

If Customer is migrating services from one iland environment to another iland environment as part of this work order, billing will begin on the new environment once the Provider confirms the Cloud Resources have been handed off to the customer. Billing will end on the old environment once the Provider confirms the Cloud Resources have been handed off. The customer will have a 30 day window to ensure all resources are fully migrated and removed without charge. After 30 days if the resources within the old environment remain active, billing for those resources will recommence outside other stipulations highlighted within this work order.

By signing this Order the undersigned agree to the terms and conditions set out in this Order, the Agreement, the associated iland Service Schedules attached to the Agreement.

CUSTOMER: **City of Beachwood**
25325 Fairmount Blvd
Beachwood Ohio
44122
USA

Customer Reference ID:
(Customer's Internal Tracking) _____

Customer PO#: _____

Promo Code: _____

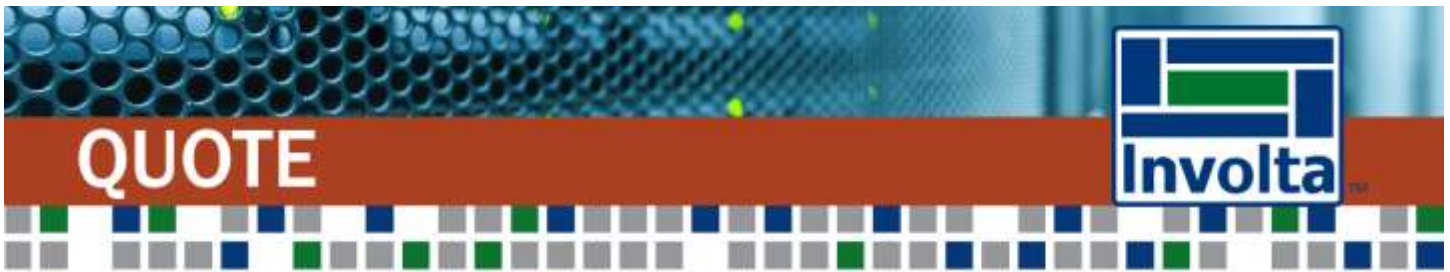
Name (Print): _____

Title: _____

Signature: _____

Effective Date: _____

THANK YOU FOR YOUR BUSINESS!



PREPARED FOR:

Account Name City of Beachwood

Contact Name AJ Allen
Billing Address 25325 Fairmount Blvd,
Beachwood, Ohio 44122

MSA Number MSA2019090411030
Contract Term 12 Months
Account Number 0000010688

SERVICE ORDER #

Proposal Name Q-00012472
City of Beachwood[]Offsite
Backup
Date 9/12/2019

Account Manager Aaron Schmidt
Phone +1 2162768600
Email aschmidt@involta.com

This quote is for informational purposes only and is not a legal binding document. The quote is valid for 30 days from the quote date included in this document above.

SERVICES:

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
47	BaaS Offsite Copy Service (Veeam Cloud Connect)	INV-VCC-VM-Akron	9.00	423.00
43,000	STaaS Multi-Tenant Backup and Archive per GB	INV-SST-BACKUP AND ARCHIVE-Akron	0.02	860.00
			Monthly Recurring Charges	1,283.00

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
1	BaaS Offsite Copy Service	INV-VCC-VM-Akron	100.00	100.00
1	STaaS Multi-Tenant Backup and Archive	INV-SST-BACKUP AND ARCHIVE-Akron	250.00	250.00
			Non-Recurring Charges	350.00

SUPERIOR INFRASTRUCTURE • OPERATIONAL EXCELLENCE • PEOPLE WHO DELIVER
PO Box 1986 Cedar Rapids, IA 52406
Phone 855-364-3061
www.involta.com

Veeam Cloud Connect

Please select your disired options below.

Description	Item	Quantity	Price
Veeam Cloud Connect Service	1 TB	Month	\$1,800.00 ☐
USB3 Hard Drive (portable drive on which you can send us your initial backup set(s) to save time on your first backup)	100GB	1 Month	\$16.00 ☐

Backup and Recovery

If you also want to back up servers, PCs, laptops and other devices that are not protected via Veeam, choose the option below.

Description	Item	Quantity	Price
Back up and recover data to/from your office network	1 TB	Month	\$50.00 ☐

Recovery Validation

Recovery validation

Spin up virtual machines in our data center, and use them to test and validate your disaster recovery readiness. Choose the total number of cores, RAM and storage across all VMs that you will use for testing.

Description	Item	Quantity	Price
Number of Virtual Machines	COMPRESSED GB	1 Month	\$0.50 ☐
Total Cores (vCPU) (per month)		Core	\$0.00 ☐
Total GB RAM (per month)		GB	\$0.00 ☐
Total TB Tier II storage (per month)		TB	\$0.00 ☐

Total \$1,800.00

INTRODUCED BY:

ORDINANCE NO. 2019-147

AN ORDINANCE REPEALING AND REPLACING CHAPTER 622, "CLEAN INDOOR AIR", OF THE CODIFIED ORDINANCES OF THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City previously enacted Chapter 622, to affirm the right of non-smokers to breathe clean air in public places and places of employment; and

WHEREAS, in 2006, the Ohio General Assembly enacted Ohio Revised Code Section 3794, which established statewide regulations on smoking in the workplace and public places and was declared to be "of statewide concern"; and

WHEREAS, the Law Department is recommending the repeal and replacement of Chapter 622 as the Chapter is unenforceable under O.R.C. 3794 "Smoke Free Workplace Act"; and

WHEREAS, this Council now desires to repeal Chapter 622 and replace it with new Chapter 622 which addresses smoking on City owned, leased or controlled properties.

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

Section 1: Existing Chapter 622, "Clean Indoor Air", of the Codified Ordinances of the City of Beachwood, Ohio, be and the same is hereby repealed in its entirety and replaced with new Chapter 622 "No Smoking" and copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

Section 2: Any other Ordinances or parts thereof in conflict herewith be, and the same hereby are, repealed to the extent of the conflict and all Ordinances not amended by this Ordinance shall remain in full force and effect.

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

Section 4: This Ordinance is declared to be an urgent measure immediately necessary for the preservation of the public peace, health, or safety, or the efficient operation of the City, and for the further reason that it is necessary to implement the Chapter repeal and replacement at the earliest possible time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2019-147

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 2nd day of December, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2019.

Clerk

Approval: I have approved this legislation this 3rd day of December, 2019 and filed it with the Clerk.

Mayor

Beachwood, OH Code of Ordinances

CHAPTER 622

No Smoking

622.01 Intent.

622.02 Definitions.

622.03 Restrictions on smoking in public places.

622.04 Violations.

622.05 Enforcement.

622.06 Remedies.

CROSS REFERENCES

Smoking Ban- See Ohio R.C. 3794

Nonsmoking areas provided - see Ohio R.C. 3791.031

Outdoor air pollution - see, F.P. 1503.09, 1511

Air conditioning- see BLDG. Ch. 1311

622.01 INTENT.

Council intends that the restrictions and limitations of this chapter shall be viewed as standards prohibiting smoking in City buildings and on City property on top of the existing restrictions implemented by the state of Ohio in Ohio R.C. 3794. It is not the intent of Council to prohibit smoking or the sale of tobacco products, but rather to affirm the right of nonsmokers to breathe clean air and to protect persons and property.

622.02 DEFINITIONS.

As used in this chapter:

(a) "Electronic Cigarette" means any electronic product or device that produces a vapor that delivers nicotine or any other substance to the person inhaling from the device to simulate smoking and is likely to be offered to or purchased by consumers as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or vaporizer.

(b) "Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant.

(c) "Smoking material" means any cigar, cigarette, pipe, marijuana, plant, electronic cigarette, or any other smoking equipment.

622.03 RESTRICTIONS ON SMOKING IN PUBLIC PLACES.

Smoking Prohibited. Smoking and/or the possession of lighted smoking materials in any form is prohibited in buildings and enclosed structures owned, leased or operated by the City and on any property owned, leased or operated by the City. This includes the Beachwood City Park, Beachwood Family Aquatic Center Complex and the Barkwood Dog Park and all areas within those facilities such as trails, but does not include parking lots.

622.04 VIOLATIONS.

(a) No person shall smoke and/or be in the possession of any smoking materials in any area restricted by this chapter.

(b) 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. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: Legal and Personnel Committee of Council
James Pasch, Chair
Justin Berns
Brian Linick
Eric Synenberg

FROM: Tina Turick, Assistant Administrative Officer 

DATE: November 1, 2019

SUBJECT: Professional Service Contract Proposals 2020
City Planner – George Smerigan
City Engineer – Joseph Ciuni

The Mayor and I met with Law Director Calta, Finance Director Heiser, Accounting Supervisor Forester, Building Commissioner Griswold, City Planner Smerigan and City Engineer Ciuni on several occasions to review our current contracts for Engineering and Planning services to determine how best to move forward in 2020.

The meetings were done in concert with the Building and Zoning fee structure review and the recommendation to City Council for a fee-based schedule eliminating most deposits. In coordination with the change from deposits to fees (October 21st Building and Grounds committee) this was a natural transition.

Currently, the City Engineer and City Planner are required to submit separate invoices for each project so it can be reconciled against the deposit. This results in multiple invoices for multiple projects and is very cumbersome in terms of the handling required for the processing of these invoices. With the aforementioned change in the Building and Zoning fee schedule, this will no longer be necessary.

In addition, the administration reviewed the amounts billed in previous years (based on the hourly rate contracts currently in place) and requested a modified invoicing system using a set monthly fee and has received proposals reflecting this change.

The proposal from Mr. Ciuni separates out the small building items (retainer) from the major engineering of contracts from the Public Works Department projects, which will be handled on an hourly basis as is the current practice.

The proposal from Mr. Smerigan accounts for most planning work to be accomplished under the retainer, with an hourly rate for any work requested outside of the scope of services provided under the retainer.

Enclosed for your review and information is the following:

1. Engineering Services Proposed Contract for 2020

- a. Monthly retainer: \$1,850 per Month (\$22,200 annual retainer)
- b. Hourly rate fee structure for all other services

Note: The attached proposal shows the hourly rate change requested and the rates currently paid.

2. Planning Services Proposed Contract for 2020

- a. Monthly retainer: \$2,400 (\$28,800 annual retainer)
- b. Hourly rate for any work outside of the scope of services provided under the retainer \$120/hour.

Note: Mr. Smerigan's hourly rate for 2019 was \$115/hour.

After careful consideration, we believe the City will benefit moving forward reducing costs associated with the handling of individual invoices by project and that this approach should help streamline the administrative process. The team will be present at the November 11, 2019 committee meeting to answer any questions or to review the content of the 2020 contract proposals. Should we move forward with these "retainer" contracts, language will be included indicating that these gentlemen will remain independent contractors and not City employees.

T.M.T

Cc: Martin S. Horwitz, Mayor
Diane Calta, Law Director
Larry Heiser, Finance Director
William Griswold, Building Commissioner
Robert Forester, Accounting Supervisor
George Smerigan, City Planner
Joseph R. Ciuni, City Engineer

Enclosure: Tactical Planning 2020 Proposal
GPD City Engineering 2020 Proposal

INTRODUCED BY:

ORDINANCE NO. 2019-148

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TACTICAL PLANNING, LLC TO PROVIDE THE CITY OF BEACHWOOD, OHIO WITH PROFESSIONAL PLANNING SERVICES FOR 2020; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council has determined that the City requires the services of a Professional Planning Consultant and has determined to enter into a contract with Tactical Planning, LLC; and

WHEREAS, Council has further determined to utilize said company for planning services and hereby authorizes the Mayor to enter into a contract for such services.

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

Section 1: The Mayor is hereby authorized to enter into a Contract with Tactical Planning, LLC from January 1, 2020 through December 31, 2020. Compensation shall be in accordance with the Contract to provide Professional Planning Services, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

Section 2: Tactical Planning, LLC may be assigned planning work by the Mayor, Council, or the Planning & Zoning Commission. Tactical Planning, LLC shall not begin any work until it has submitted a letter to the Mayor, with a copy to the Chairperson of any legislative body assigning such work, clearly defining the scope of the planning work accepted by Tactical Planning, LLC which will be the subject of later billing, and a purchase order is issued by the City for such work.

Section 3: There shall be no charge for out of town travel expenses unless such travel is approved by the Mayor in advance. Tactical Planning, LLC shall, on a monthly basis, provide the Mayor with a written accounting of all time spent by any representative of Tactical Planning, LLC. Such accounting shall include an itemization of time spent on City matters, a description of the work performed, and an identification of the person performing the work.

Section 4: Tactical Planning, LLC shall accept no other work within the City from private employers. Tactical Planning, LLC shall avoid all conflicts of interest.

Section 5: All original plans, drawings, specifications, surveys, reports and other miscellaneous drawings shall be delivered to the City immediately upon completion.

Section 6: The Ordinance shall be in full force and effect until December 31, 2020 unless otherwise amended or repealed by Council.

Section 7: 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 8: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health, or safety or the efficient operation of the City; and the further reason that it is necessary to enter into this contract at the earliest time in order that the above services will be available for pending projects; 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 2nd day of December, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2019.

Clerk

Approval: I have approved this legislation this 3rd day of December, 2019 and filed it with the Clerk.

Mayor

CONTRACT WITH TACTICAL PLANNING, LLC. TO PROVIDE PROFESSIONAL PLANNING SERVICES FOR THE CITY OF BEACHWOOD IN 2020

This Contract is entered into by and between GEORGE SMERIGAN, of the firm TACTICAL PLANNING, LLC., whose address is P.O. Box 3163, Cuyahoga Falls, Ohio 44223, ("Planner" or "Contractor") and the CITY OF BEACHWOOD, OHIO 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being selected by City Council as the City's Professional Planning Consultant to render various services for the City for 2020 and for the money considerations provided herein, the parties covenant and agree as follows:

A. Scope of Services

As a Professional Planner and Consultant for the City during 2020, Contractor shall provide the following services ("Services"):

- 1) Attend regular and special meetings of the City's Planning and Zoning Commission;
- 2) Provide plan reviews and staff reports on Planning and Zoning Commission agenda items;
- 3) Attend regular and special meetings of the City's Architectural Review Board;
- 4) Attend such meetings of Council and/or Council Committees as are requested by the Mayor;
- 5) Attend internal meetings to review and discuss pending items; and
- 6) Meet with applicants, developers, builders, design professionals, residents, and business owners as necessary to review and discuss development projects, zoning issues, and related matters.

It is further understood that Services will also include any other related routine services, but not additional, special, or extraordinary services such as special projects, special requests, litigation services, and drafting of major ordinances or plan updates ("Additional Services"). The Contractor may be assigned such additional planning work by the Mayor, Council, or the Planning & Zoning Commission. The Contractor shall not begin any such work until it has submitted a letter to the Mayor, with a copy to the Chairman of any legislative body assigning such work, clearly defining the scope of the planning work accepted by the Contractor that will be the subject of later billing, and a purchase order is issued by the City for such work. It is intended that the fees for such additional services will be billed separately as Additional Services as provided herein.

B. Compensation

- 1) For services described in Section A hereof during calendar year 2020, the City shall compensate the Consultant based upon a lump sum retainer fee on an annualized basis of Twenty-Eight Thousand Eight Hundred Dollars (\$28,800.00) per year. Payments shall be made monthly in the amount of Two Thousand Four Hundred Dollars (\$2,400.00) at the beginning of each month.

- 2) Payments for Additional Services as defined in Section A shall be provided on an hourly rate basis at the rate of One Hundred Twenty Dollars (\$120.00) per hour and/or at the City's option upon a negotiated and mutually agreeable fixed fee amount.
- 3) Any reimbursable expenses incurred shall be in addition to regular compensation. Reimbursable expenses shall not be accrued without prior written authorization by the City and shall be paid monthly based upon reasonable documentation.
- 4) There shall be no charge for out-of-town travel expenses unless such travel is approved by the Mayor in advance. The Contractor shall, on a monthly basis, provide the Mayor and Finance Director with a written accounting of all time spent by any representative of the Contractor. Such accounting shall include an itemization of time spent on City matters, a description of the work performed, and an identification of the person performing the work.

C. City Responsibilities

The City shall provide the Consultant, at no cost, suitable work space for office hours and meetings while at City Hall.

D. General Provisions

- 1) The Contractor shall accept no other work within the City from private employers. The Contractor shall avoid all conflicts of interest.
- 2) All original plans, drawings, specifications, surveys, reports and other miscellaneous drawings shall be delivered to the City immediately upon completion.
- 3) This Contract shall effective for the period of January 1, 2020 through December 31, 2020, unless canceled in accordance with Section D (6).
- 4) The City reserves the right to audit all books, time records, invoices, and other documents of the Contractor that relate to any invoices billed to the City of Beachwood, for a period of two (2) years after any such invoice is submitted. The Contractor shall maintain adequate documentation for at least two (2) years to enable the City to conduct such audit.
- 5) 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 law.

6) 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 Contractor will perform all work in accordance with all Federal, State and local laws and regulations governing such services, including but not limited to equal employment opportunity laws and prevailing wage rates, where applicable. Contractor shall certify compliance with all applicable laws.

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

8) The Contractor shall furnish the City with evidence of (a) general liability insurance and (b) errors and omissions or professional liability insurance from a company licensed by the State of Ohio, both of which shall be in the amount of Two Hundred Fifty Thousand (\$250,000.00) for any accidental occurrence or error or omission arising out of any act or omission by the Contractor which causes bodily harm, property damage, or any other damages, and shall cause the City to be named as an additional insured on the general liability policies. The 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.

9) 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.

10) 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.

11) Contractor acknowledges that no modifications can be made to this Contract without prior written consent and prior approval by the City.

12) Contractor agrees and acknowledges that records created by, received by, or maintained by Contractor during the term of this Agreement and in the performance of the required services may be a public record and agrees to maintain such records in a manner that is consistent with the City's public records policy and records retention policy. All responses to public records requests shall be processed by the City's Law Department.

13) This Contract represents the entire agreement between the parties, will 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) It shall be the responsibility of the Contractor to obtain a copy of the purchase order issued by the City for the approved amount of the Services or Additional Services being performed. Furthermore, it shall be the responsibility of the Contractor to track remaining funds available and not to invoice the City for any amounts not approved by the terms of the issued purchase order and the terms of this Contract. Any alteration to this Agreement shall conform to BCO 121.09(a). Invoices that exceed the approved amount of an issued purchase order or the terms of this Agreement will not be paid by the City.

15) This Contract 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.

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

TACTICAL PLANNING, LLC.
GEORGE SMERIGAN

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 Tactical Planning, LLC.

SIGNATURE

PRINTED NAME

TITLE

DATE

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: Legal and Personnel Committee of Council
James Pasch, Chair
Justin Berns
Brian Linick
Eric Synenberg

FROM: Tina Turick, Assistant Administrative Officer 

DATE: November 1, 2019

SUBJECT: Professional Service Contract Proposals 2020
City Planner – George Smerigan
City Engineer – Joseph Ciuni

The Mayor and I met with Law Director Calta, Finance Director Heiser, Accounting Supervisor Forester, Building Commissioner Griswold, City Planner Smerigan and City Engineer Ciuni on several occasions to review our current contracts for Engineering and Planning services to determine how best to move forward in 2020.

The meetings were done in concert with the Building and Zoning fee structure review and the recommendation to City Council for a fee-based schedule eliminating most deposits. In coordination with the change from deposits to fees (October 21st Building and Grounds committee) this was a natural transition.

Currently, the City Engineer and City Planner are required to submit separate invoices for each project so it can be reconciled against the deposit. This results in multiple invoices for multiple projects and is very cumbersome in terms of the handling required for the processing of these invoices. With the aforementioned change in the Building and Zoning fee schedule, this will no longer be necessary.

In addition, the administration reviewed the amounts billed in previous years (based on the hourly rate contracts currently in place) and requested a modified invoicing system using a set monthly fee and has received proposals reflecting this change.

The proposal from Mr. Ciuni separates out the small building items (retainer) from the major engineering of contracts from the Public Works Department projects, which will be handled on an hourly basis as is the current practice.

The proposal from Mr. Smerigan accounts for most planning work to be accomplished under the retainer, with an hourly rate for any work requested outside of the scope of services provided under the retainer.

Enclosed for your review and information is the following:

1. Engineering Services Proposed Contract for 2020
 - a. Monthly retainer: \$1,850 per Month (\$22,200 annual retainer)
 - b. Hourly rate fee structure for all other services

Note: The attached proposal shows the hourly rate change requested and the rates currently paid.

2. Planning Services Proposed Contract for 2020
 - a. Monthly retainer: \$2,400 (\$28,800 annual retainer)
 - b. Hourly rate for any work outside of the scope of services provided under the retainer \$120/hour.

Note: Mr. Smerigan's hourly rate for 2019 was \$115/hour.

After careful consideration, we believe the City will benefit moving forward reducing costs associated with the handling of individual invoices by project and that this approach should help streamline the administrative process. The team will be present at the November 11, 2019 committee meeting to answer any questions or to review the content of the 2020 contract proposals. Should we move forward with these "retainer" contracts, language will be included indicating that these gentlemen will remain independent contractors and not City employees.

T.M.T

Cc: Martin S. Horwitz, Mayor
Diane Calta, Law Director
Larry Heiser, Finance Director
William Griswold, Building Commissioner
Robert Forester, Accounting Supervisor
George Smerigan, City Planner
Joseph R. Ciuni, City Engineer

Enclosure: Tactical Planning 2020 Proposal
GPD City Engineering 2020 Proposal

INTRODUCED BY:

ORDINANCE NO. 2019-149

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH GLAUS, PYLE, SCHOMER, BURNS AND DEHAVEN, INC. DBA GPD GROUP AS CONSULTING ENGINEERS FOR THE CITY OF BEACHWOOD, OHIO FOR 2020; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council has determined that the City requires the services of a Consulting Engineer and has determined to enter into a contract with Glaus, Pyle, Schomer, Burns and Dehaven, Inc. DBA GPD Group and Council hereby authorizes the Mayor to enter into a contract for such services; and

WHEREAS, Council has further determined to utilize said company for Consulting Engineer Services.

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

Section 1: The Mayor is hereby authorized to enter into a Contract with Glaus, Pyle, Schomer, Burns and Dehaven, Inc. dba GPD Group (hereinafter "GPD Group") from January 1, 2020 through December 31, 2020 for Consulting Engineer Services, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A". Compensation shall be paid on the basis of time spent by the Consulting Engineer or his employees at the rates set forth in the following schedule of hourly rates, plus expenses and supplies subject to the limitations set forth herein.

	<u>Proposed Hourly Rate</u>
Project Manager (E5-6)	\$109.00
Senior Engineer (E4)	\$100.00
Design Engineer (E2-3)	\$ 94.00
Staff Engineer (E-1)	\$ 85.00
Senior Architect	\$100.00
Design Architect	\$ 94.00
Sr. Landscape Architect	\$100.00
Landscape Architect	\$ 88.00
Senior Designer (D2)	\$ 78.50
Staff Designer (D1)	\$ 65.00
Cad Drafter (Cad 1-3)	\$ 71.00
Eng.Arch. Intern/Coop	\$ 55.00
Inspector	\$ 56.00
Inspector Overtime	\$ 83.00
Inspector Coordinator	\$ 75.00
Sr. Environmental Specialist	\$105.00
Environmental Specialist	\$ 78.00
Survey Project Manager	\$100.00
Sr. Surveyor	\$ 95.00
Surveyor	\$ 90.00
Sr. Survey Technician	\$ 65.00
Survey Technician	\$ 55.00
Project Aid / Clerical	\$ 49.00
Geotech Project Manager	\$115.00

Drill / Field Manager	\$ 90.00
Sr. Driller & Field & Lab Tech	\$ 80.00
Driller & Field & Lab Tech	\$ 67.00
Asst. Driller & Field & Lab Tech	\$ 53.00
Geotech Field Supplies and Fixed Costs:	
Mortar Cubes	\$ 11.00 Each
Grout Prisms	\$ 21.50 Each
Concrete Test Cylinders	\$ 15.50 Each
Concrete Test Beams	\$ 45.00 Each
Drill Rig	\$500.00 Per Day
Floor Flatness Gauge	\$115.00 Per Day
Nuclear Density Gauge	\$ 60.00 Per Day

For all engineering services identified as retainer services and as outlined in Attachment “A”, a copy of which is attached hereto and incorporated herein, at Section A, the Contractor shall be compensated at a monthly rate of One Thousand Eight Hundred and Fifty Dollars (\$1,850.00) per month.

Section 2: GPD Group may be assigned engineering work by the Mayor, or Department Directors. GPD Group shall not begin any work until it has submitted a letter to the Mayor, with a copy to the Department Director or Chairperson of any legislative body assigning such work, clearly defining the scope of the engineering work accepted by GPD Group that will be the subject of later billing, and a purchase order is issued by the City for such work.

Section 3: There shall be no charge for out of town travel expenses unless such travel is approved by the Mayor in advance. GPD Group shall, on a monthly basis, provide the Mayor with a detailed invoice including a written accounting of all time spent by any representative of GPD Group. Such accounting shall include an itemization of time spent on City matters, a description of the work performed, and an identification of the person performing the work.

Section 4: GPD Group shall accept no other work within the City from private employers. GPD Group shall avoid all conflicts of interest.

Section 5: All original plans, drawings, specifications, surveys, reports and other miscellaneous drawings shall be delivered to the City immediately upon completion.

Section 6: The Ordinance shall be in full force and effect until December 31, 2020 unless otherwise amended or repealed by Council.

Section 7: 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 8: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that it is necessary to enter into this Contract at the earliest time in order that the above services will be available for pending projects, 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 2nd day of December, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2019.

Clerk

Approval: I have approved this legislation this 3rd day of December, 2019 and filed it with the Clerk.

Mayor

**CONTRACT WITH GLAUS, PYLE, SCHOMER, BURNS AND DEHAVEN, INC.
DBA GPD GROUP FOR CONSULTING ENGINEERING SERVICES FOR THE
CITY OF BEACHWOOD, OHIO FOR 2020**

This Contract is entered into by and between Glaus, Pyle, Schomer, Burns and Dehaven, Inc. DBA GPD Group located at 5595 Transportation Boulevard, Suite 100, Cleveland, Ohio 44125, ("Contractor") and the CITY OF BEACHWOOD, OHIO located at 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being selected by City Council as the City's Consulting Engineer for the City of Beachwood for 2020, and for the money considerations provided herein, the parties covenant and agree as follows:

1.) (a) For all engineering services, not included in the City's retainer services, compensation shall be made on the basis of time spent by the City Consulting Engineer or his employees at the rates set forth in the following schedule of hourly rates, plus expenses and supplies, subject to the limitations set forth hereafter:

Project Manager (E5-6)	\$109.00
Senior Engineer (E4)	\$100.00
Design Engineer (E2-3)	\$ 94.00
Staff Engineer (E-1)	\$ 85.00
Senior Architect	\$100.00
Design Architect	\$ 94.00
Sr. Landscape Architect	\$100.00
Landscape Architect	\$ 88.00
Senior Designer (D2)	\$ 78.50
Staff Designer (D1)	\$ 65.00
Cad Drafter (Cad 1-3)	\$ 71.00
Eng.Arch. Intern/Coop	\$ 55.00
Inspector	\$ 56.00
Inspector Overtime	\$ 83.00
Inspector Coordinator	\$ 75.00
Sr. Environmental Specialist	\$105.00
Environmental Specialist	\$ 78.00
Survey Project Manager	\$100.00
Sr. Surveyor	\$ 95.00
Surveyor	\$ 90.00
Sr. Survey Technician	\$ 65.00
Survey Technician	\$ 55.00
Project Aid / Clerical	\$ 49.00
Geotech Project Manager	\$115.00
Drill / Field Manager	\$ 90.00
Sr. Driller & Field & Lab Tech	\$ 80.00
Driller & Field & Lab Tech	\$ 67.00
Asst. Driller & Field & Lab Tech	\$ 53.00
Geotech Field Supplies and Fixed Costs:	
Mortar Cubes	\$ 11.00 Each
Grout Prisms	\$ 21.50 Each

Concrete Test Cylinders	\$ 15.50 Each
Concrete Test Beams	\$ 45.00 Each
Drill Rig	\$500.00 Per Day
Floor Flatness Gauge	\$115.00 Per Day
Nuclear Density Gauge	\$ 60.00 Per Day

(b) For all engineering services identified as retainer services and as outlined in Attachment "A", a copy of which is attached hereto and incorporated herein, at Section A, the Contractor shall be compensated at a monthly rate of One Thousand Eight Hundred and Fifty Dollars (\$1,850.00) per month.

2.) The Contractor may be assigned Engineering work by the Mayor, or Department Directors. The Contractor shall not begin any work until it has submitted a letter to the Mayor, with a copy to the Department Director or Chairman of any legislative body assigning such work, clearly defining the scope of the engineering work accepted by the Contractor that will be the subject of later billing, and a purchase order is issued by the City for such work.

3.) There shall be no charge for out-of-town travel expenses unless such travel is approved by the Mayor in advance. The Contractor shall, on a monthly basis, provide the Mayor and Finance Director with a detailed invoices including a written accounting of all time spent by any representative of the Contractor. Such invoices shall include an itemization of time spent on City matters, a description of the work performed, and an identification of the person performing the work.

4.) The Contractor shall accept no other work within the City from private employers. The Contractor shall avoid all conflicts of interest.

5.) All original plans, drawings, specifications, surveys, reports and other miscellaneous drawings shall be delivered to the City immediately upon completion.

6.) This Contract shall be effective for the period of January 1, 2020 through December 31, 2020, unless canceled in accordance with Section 19.

7.) The City reserves the right to audit all books, time records, invoices, and other documents of the Contractor that relate to any invoices billed to the City of Beachwood, for a period of two (2) years after any such invoice is submitted. The Contractor shall maintain adequate documentation for at least two (2) years to enable the City to conduct such audit.

8.) 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.

9.) 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 Contractor will perform all work in accordance with all Federal, State and local laws and regulations governing such services, including but not limited to equal employment opportunity laws and prevailing wage rates, where applicable. Contractor shall certify compliance with all applicable laws.

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

11.) The Contractor shall furnish the City with evidence of (a) general liability insurance and (b) errors and omissions or professional liability insurance from a company licensed by the State of Ohio, both of which shall be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for any accidental occurrence or error or omission arising out of any act or omission by the Contractor which causes bodily harm, property damage, or any other damages, and shall cause the City to be named as an additional insured on the general liability policies. The 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.

12.) 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.

13.) 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.

14.) Contractor acknowledges that no modifications can be made to this Contract without prior written consent and prior approval by the City.

15.) Contractor agrees and acknowledges that records created by, received by, or maintained by Contractor during the term of this Agreement and in the performance of the required services may be a public record and agrees to maintain such records in a manner that is consistent with the City's public records policy and records retention policy. All responses to public records requests shall be processed by the City's Law Department.

16.) It shall be the responsibility of Contractor to obtain a copy of the purchase order issued by the City for the approved amount of work being performed under this Contract. Furthermore, it shall be the responsibility of Contractor 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 an issued purchase order or the terms of this Contract will not be paid by the City.

17.) This Contract represents the entire agreement between the parties, will 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.

18.) This Contract 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.

19.) Both the City and the Contractor may terminate this Contractor 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.

GLAUS, PYLE, SCHOMER, BURNS AND
DEHAVEN, INC. DBA GPD GROUP

By: _____

Its: _____

Date: _____

CITY OF BEACHWOOD

By: _____

Martin S. Horwitz, Mayor

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 GLAUS, PYLE, SCHOMER, BURNS AND DEHAVEN, INC. DBA GPD GROUP.

SIGNATURE

PRINTED NAME

TITLE

DATE

ATTACHMENT A

**CITY OF BEACHWOOD
CITY ENGINEER
SCOPE OF SERVICES**

A. Retainer Services (Building Department):

The Services rendered as a part of our monthly retainer shall include the following:

- (a) Act as a technical consultant and advisor on engineering matters referred to ENGINEER by the Mayor or Building Commissioner.
- (b) Attend regular and special meetings of the City Planning and Zoning Commission.
- (c) Attend city Council Meetings, only if requested by the Mayor, for the purpose of discussing the items that were recommended for approval by Planning and Zoning Commission to City Council.
- (d) Attend regular and special internal staff meetings to discuss the pending Agenda items on the next Planning and Zoning Commission meeting.
- (e) As requested by the Building Commissioner, meet with applicants, builders, design professionals and owners to review and discuss their project and related matters.
- (f) Site Plan reviews for Planning and Zoning Commission approval for all projects with a construction cost less than \$250,000.
- (g) Miscellaneous reviews for Planning and Zoning Commission approval including: Lot Split and Consolidation Plats, building additions, house additions, minor site plan modifications, parking lot expansions, and any

property modifications that involves grading, filling, utility or drainage improvements.

- (h) Review new House Topography plans and provide final inspection of the site prior to issuance of an occupancy permit.
- (i) Review and approve all street opening permits and provide final inspection prior to final acceptance. Perform all follow-up correspondence for corrective work as needed.
- (j) Serve as liaison with utility companies for project coordination, data collection, transfer and relocation schedules.
- (k) Update City Maps including:
 - a. Zoning Map
 - b. Address map
 - c. Flood Plain Map
 - d. Street Map

B. Additional Services

Any additional tasks will be performed on an hourly basis utilizing the approved hourly rate table. These tasks may include, but not limited to:

- (a) Site Plan reviews for projects with a construction cost over \$250,000.
- (b) Daily inspection of any project that was approved in section "A" above. Final inspection prior to occupancy permit is included in section "A", however daily inspection will be invoiced on an hourly basis.

- (c) Any special studies requested by the Mayor, Building Commissioner and/or Planning and Zoning Commission. These studies could include:
- a. Traffic Studies.
 - b. Hydraulic Studies/Sewer Capacity Studies
 - c. Water Supply Studies
- (d) Printing of City Maps for display purposes. These printing costs will be strictly a "pass through" from the printing company with no GPD mark up.

C. Compensation:

For Services described in Section "A" above, the Engineer shall be compensated on a monthly basis. Total yearly compensation for 2020 shall be \$22,200. This payment shall be invoiced monthly at a rate of \$1,850 per month.



5595 Transportation Boulevard, Suite 100
Cleveland, Ohio 44125

Phone 216.518.5544
www.gpdgroup.com

Mr. Martin S. Horwitz
Mayor
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

October 9, 2019
20191119.01

RE: City Engineering Services – Year 2020

Dear Mayor Horwitz:

For 2020, the City has requested a modified invoicing system for most of the small Building Department plan reviews and meeting attendance. GPD will now be compensated under a "retainer fee" for these services, as described in Attachment "A" of our contract. The proposed "retainer fee" will be a monthly fee of \$1,850 per month.

For all other services provided (and not included in the monthly "retainer fee") the rates listed below will apply in the year 2020. Please note: In order to make our invoicing more standard company wide, we have removed and added some disciplines (see below). We have also added hourly rates and fixed costs for our Geotechnical Engineering services that we now offer, should the City choose to utilize them.

SCHEDULE OF HOURLY RATES

<u>Discipline</u>	<u>Jan. 1, 2018 to Dec. 31, 2019</u>	<u>Jan. 1, 2020 to Dec. 31, 2020</u>	<u>% Increase</u>
Project Manager (E5-6)	\$107.00	\$109.00	1.80%
Senior Engineer (E4)	\$97.50	\$100.00	2.50%
Design Engineer (E2-3)	\$92.50	\$92.50	2.78%
Staff Engineer (E1)	\$83.50	\$85.00	1.80%
Senior Architect	\$93.50	\$100.00	6.50%
Design Architect	\$90.00	\$94.00	4.30%
Sr. Landscape Architect	N/A	\$100.00	Added
Landscape Architect	N/A	\$88.00	Added
Senior Designer (D2)	\$77.00	\$78.50	1.90%
Staff Designer (D1)	\$65.00	\$65.00	0.00%

Cad Drafter (Cad 1-3)	\$71.00	\$71.00	0.00%
Eng./Arch. Intern/Coop	N/a	\$55.00	Added
Inspector	\$56.00	\$57.00	1.00%
Inspector Overtime	\$83.00	\$84.00	1.20%
Inspector Coordinator	\$74.00	\$75.00	1.30%
Professional Surveyor	\$87.00	\$0.00	Removed
Survey Coordinator	\$71.00	\$0.00	Removed
Two Man Survey Crew	\$117.00	\$0.00	Removed
One Man Survey Crew w/ Robotic Instrument	\$90.50	\$0.00	Removed
Sr. Environmental Specialist	N/A	\$105.00	Added
Environmental Specialist	\$77.00	\$78.00	1.90%
Survey Project Manager	N/A	\$100.00	Added
Sr. Surveyor	N/A	\$95.00	Added
Surveyor	N/A	\$90.00	Added
Sr. Survey Technician	N/A	\$65.00	Added
Survey Technician	N/A	\$55.00	Added

Average Increase = 2%

Below are the disciplines for the Geotechnical Services offered by GPD:

Geotech Project Manager	\$115.00
Drill/Field Manager	\$ 90.00
Sr. Driller & Field & Lab Tech	\$ 80.00
Driller & Field & Lab Tech	\$ 67.00
Asst. Driller & Field & Lab Tech	\$ 53.00

Geotech Field Supplies and Fixed Costs

Mortar Cubes	\$11.00/each
Grout Prisms	\$21.50/each
Concrete Test Cylinders	\$15.50/each
Concrete Test Beams	\$45.00/each
Drill Rig	\$500.00/day
Floor Flatness Gauge	\$115.00/day
Nuclear Density Gauge	\$60.00/day

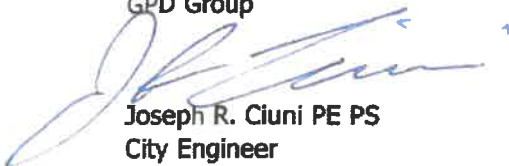
As has been our past practice, we will submit a proposal for each assigned task over \$2,500 in fee, based on the above Schedule of Hourly Rates and we will not begin work until a PO has been assigned.

As required in our contract we will provide by the end of the year a list of personnel in our firm that will potentially work on the municipal projects. We have also enclosed their level of classification and a description of the minimum requirements at each level (i.e. Engineer 1 through 6, Designer 1 and 2 etc.).

The above rates include all payroll costs, overhead, non-reimbursable expenses, profit etc. Printing and copying that is performed by outside vendors (because our in house equipment is not sufficient) will be invoiced at cost, with no mark-up.

Thank you for your continued confidence in GPD. If you have any questions please call.

Sincerely,
GPD Group



Joseph R. Ciuni PE PS
City Engineer

cc. Contract File

INTRODUCED BY:

ORDINANCE NO. 2019-150

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TWELVE (12) MONTH EXTENSION TO THE FACILITIES USAGE AGREEMENT BETWEEN THE CITY OF BEACHWOOD AND THE BOARD OF EDUCATION OF THE BEACHWOOD CITY SCHOOL DISTRICT COMMENCING JANUARY 1, 2020 AND EXPIRING ON DECEMBER 31, 2020; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City and the Beachwood Board of Education operate numerous recreation programs; and

WHEREAS, the City has historically used the Beachwood Board of Education's facilities, including the buildings and fields for such programs; and

WHEREAS, the City and the Beachwood Board of Education have, over the years, entered into various Facilities Usage Agreements establishing the terms and conditions of such usage; and

WHEREAS, the current Facilities Usage Agreement began on January 1, 2017 and is set to expire on December 31, 2019; and

WHEREAS, this Council desires to authorize the Mayor to extend the current Facilities Usage Agreement for twelve (12) months at the 2019 monthly installment rate of Thirty-One Thousand Eight Hundred and Seventy One Dollars and 20/100 Cents (\$31,871.20), plus any fees that may be due under the terms of the current Facilities Usage Agreement during the twelve (12) month extension term.

WHEREAS, 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 of the City of Beachwood, Ohio is hereby authorized and directed to enter into an extension to the current Facilities Usage Agreement between the City and the Beachwood Board of Education for twelve (12) months at the 2019 monthly installment rate of Thirty-One Thousand Eight Hundred and Seventy One Dollars and 20/100 Cents (\$31,871.20), plus any fees that may be due under the terms of the current Facilities Usage Agreement during the twelve (12) month extension term.

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

Section 3: This Ordinance is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health, or safety, or the efficient operation of the City, and for the further reason of the immediate necessity of assuring the City uninterrupted use of the School's recreation facilities through December 31, 2020; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE 2019-150

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 2nd day of December, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2019.

Clerk

Approval: I have approved this legislation this 3rd day of December, 2019, and filed it with the Clerk.

Mayor

AMENDMENT TO
FACILITIES USAGE AGREEMENT
BETWEEN
CITY OF BEACHWOOD
AND
BEACHWOOD CITY SCHOOL DISTRICT BOARD OF EDUCATION

THIS AMENDMENT to the FACILITIES USAGE AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the BOARD OF EDUCATION OF THE BEACHWOOD CITY SCHOOL DISTRICT, whose address is 24601 Fairmount Boulevard, Beachwood, Ohio 44122 (hereinafter referred to as "District" or "Board") and the CITY OF BEACHWOOD, OHIO whose address is 25325 Fairmount Boulevard, Beachwood, Ohio 44122 (hereinafter referred to as "City").

WHEREAS, the District and City previously entered into a Facilities Usage Agreement dated December 6, 2016 that provided for a term of three (3) years commencing on January 1, 2017 and expiring December 31, 2019; and

WHEREAS, the Facilities Usage Agreement provides for the term of the agreement to be extended by mutual agreement of the parties; and

WHEREAS, the District and City mutually desire to extend the term of the Facilities Usage Agreement for twelve (12) months from January 1, 2020 through December 31, 2020.

NOW THEREFORE, BE IT AGREED by the Council of the City of Beachwood and the Board of Education of the Beachwood City School District, that:

1. The parties hereby expressly agree to extend the term of the Facilities Usage Agreement for twelve (12) months from January 1, 2020 through December 31, 2020 in accordance with Section 4.00 of the Facilities Usage Agreement at the 2019 monthly installment rate of Thirty-One Thousand Eight Hundred and Seventy One Dollars and 20/100 Cents (\$31,871.20), plus any fees that may be due under the terms of the current Facilities Usage Agreement during the twelve (12) month extension term.

2. This Amendment amends the Facilities Usage Agreement with respect to Section 4.00 Term of Agreement only and all of the other terms, conditions and provisions in the Facilities Usage Agreement are unchanged, incorporated herein and shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have set their hands to duplicates thereof, each copy of which shall be deemed an original.

CITY OF BEACHWOOD

By: _____
Mayor Martin S. Horwitz

Approved for Form:

Approved for Form:

Diane A. Calta, Law Director
Beachwood Law Department

Before me, a Notary Public in and for said county and state, personally appeared the above named Dr. Brian Weiss, President, Robert P. Hardis, Superintendent and Michele Mills, Treasurer of the Beachwood City School District Board of Education, the authorized persons who executed the foregoing Agreement, who acknowledged that they did sign the foregoing Agreement in their official capacities on behalf to the Board of Education and by authority of the Board of Education, and that said Agreement is their respective free acts and deed individually and officially and the free act and deed of the Board of Education.

Notary Public

STATE OF OHIO)
) SS: City of Beachwood
CUYAHOGA COUNTY)

Before me, a Notary Public in and for said county and state, personally appeared the above named Martin S. Horwitz, Mayor of the City of Beachwood, an Ohio chartered city which executed the foregoing Agreement, who acknowledged that he did sign the foregoing Agreement as such officer in behalf of said City and by authority of its City Council, and that said Agreement is his free act and deed individually and the free act and deed of said City

SWORN to before me and subscribed in my presence this _____ day of _____, 2019.

Notary Public

INTRODUCED BY:

ORDINANCE NO. 2019-151

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW A CONTRACT WITH GARY SIKON DBA THE DUPLICATE BRIDGE PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Community Services Director is requesting to renew a Contract with Gary Sikon DBA the Duplicate Bridge Program; and

WHEREAS, a Duplicate Bridge Program will be provided at the Beachwood Community Center every Saturday from 11:00 A.M. until 3:00 P.M. commencing January 1, 2020 through December 31, 2020; and

WHEREAS, the City will collect Eight Dollars (\$8.00) from each participant; of that Eight Dollars and No/Cents (\$8.00) collected, Six Dollars and Fifty Cents (\$6.50) will be paid to the vendor Gary Sikon DBA the Duplicate Bridge Program.

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

Section 1: Based upon the recommendation of the Community Services Director, Council hereby authorizes the Mayor to enter into a Contract with Gary Sikon DBA the Duplicate Bridge Program for the City of Beachwood, Ohio commencing January 1, 2020 through December 31, 2020 on the terms set forth therein, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

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

Section 3: This Ordinance is hereby declared 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 to ensure that the program commences on or about 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 2nd day of December, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2019.

Clerk

Approval: I have approved this legislation this 3rd day of December, 2019 and filed it with the Clerk.

Mayor

**CONTRACT WITH GARY SIKON D/B/A THE DUPLICATE BRIDGE PROGRAM FOR
USE OF THE BEACHWOOD COMMUNITY CENTER THROUGH DECEMBER 31, 2020**

This Contract is entered into by and between, GARY SIKON D/B/A THE DUPLICATE BRIDGE PROGRAM, located at P.O. Box 24953, Cleveland, Ohio 44124 ("Contractor") and the CITY OF BEACHWOOD, OHIO, 25325 Fairmount Blvd., Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being recommended by the Community Services Director and chosen by the City, and for the money considerations provided herein, the parties covenant and agree as follows:

1. Contractor shall provide a Duplicate Bridge Program at the Beachwood Community Center every Saturday from 11:00 A.M. until 3:00 P.M. from January 1, 2020 through December 31, 2020.

2 The City shall collect Eight Dollars and No/Cents (\$8.00) per player of which Six Dollars and Fifty/Cents (\$6.50) will be paid to the Contractor.

3. The Contractor is an independent contractor, having discretion over the means, methods and details of the program consistent with the overall goals and policies of the Community Services Department of the City of Beachwood, and shall provide all equipment, materials and labor necessary to perform the services. Contractor shall provide any necessary training of its employees. Contractor shall be responsible for arranging for Workers' Compensation coverage or equivalent 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.

4. It shall be the responsibility of Gary Sikon d/b/a The Duplicate Bridge Program 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 Gary Sikon d/b/a The Duplicate Bridge Program to track remaining funds available and to not invoice the City for any amounts not approved by the terms of this Contract. Any modifications or 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.

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 work in connection with the required services. The City shall be entitled to terminate this Contract immediately upon a determination by the Community Services Director or Law Director of the City that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor shall perform all work in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall operate its program during times approved and specified by the City.

6. Contractor acknowledges that no modifications can be made to this Contract without prior written action and prior approval by the Mayor. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

7. Unless waived or modified by the City through the Law Director, 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. 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 services provided. Contractor further understands and acknowledges that the City will not provide insurance for or otherwise indemnify Contractor for any claims, damages or injuries sustained during its activity conducted for the City.

8. 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.

9. This Contract represents the entire agreement between the parties, will be governed by the laws of the State of Ohio, and shall be binding upon both parties.

10. This Contract 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.

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

GARY SIKON D/B/A
DUPLICATE BRIDGE CLUB

CITY OF BEACHWOOD

By: _____
Gary Sikon

By: _____
Martin S. Horwitz, Mayor

Title: _____

Date: _____

Date: _____

Approved as to form:

Diane A. Calta
Director of Law
Nathalie E. Supler
Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
216-595-5462
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 GARY SIKON D/B/A THE DUPLICATE BRIDGE PROGRAM.

SIGNATURE

PRINTED NAME

TITLE

DATE



Interoffice Memo

Date: 10/10/19

To: Karen Carmen, Community Services Director

From: Pete Conces, Recreation Supervisor

RE: Sprayground Replacement Pieces

We have 3 Foam Jet Shooters on our sprayground that are original pieces from 2003. Over the course of the years, the internal components of these sprayer have worn down and no longer work correctly. The sprayers are supposed to have an internal cut-off valve that prevents the water from being sprayed outside of the waterpark pad area. These valves no longer work and the sprayers can now spray anyone and everyone in a 360 degree turn. This has caused issues with the baby pool adjacent to the pad as well as the plants in the flower bed next to the pad.

Due to the age of these shooters, our manufacturer recommends that these units be replaced. Attached is a quote for 3 Gravity Shooters. The total price for the shooters, along with Shipping, is \$22,104.

If the Mayor is agreeable, we can have this submitted for Recreation Committee approval and then on Civic Clerk for the November Council Agenda.

APPROVED

SIGNATURE

DATE

[Signature]
10/22/19

10/21
MAYOR,
We have ample funds,
remaining in this years
budget to purchase now
and install in Spring '20.
- *[Signature]*

From: [Pete Conces](#)
To: [Whitney Crook](#)
Subject: Sprayground Replacement Pieces
Date: Thursday, October 24, 2019 11:16:14 AM

Whitney,

The Sprayground Gravity Shooters we are proposing to replace are proprietary to our Sprayground, due to the fact that the entire sprayground and the associated plumbing under the concrete, was all spec'd to fit The Water Odyssey product line. Our only option on replacing these parts is directly with the original manufacturer.

Pete

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE THREE (3) REPLACEMENT WATER ODYSSEY GRAVITY SHOOTERS FOR THE SPLASH PAD LOCATED AT THE BEACHWOOD FAMILY AQUATIC CENTER FROM DWA RECREATION, INC.; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Community Services Director has recommended the purchase of three (3) replacement Water Odyssey Gravity Shooter's from DWA Recreation, Inc. in a total amount not to exceed Twenty Two Thousand One Hundred Four Dollars and No/Cents (\$22,104.00); and

WHEREAS, the Community Services Director advises Water Odyssey is the original manufacturer of the Gravity Shooters and said replacement Gravity Shooters are proprietary to the Water Odyssey Sprayground that is located at the Beachwood Family Aquatic Center; and

WHEREAS, DWA Recreation, Inc. is the supplier and offers the least expensive replacement Gravity Shooters.

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

Section 1: Based upon the recommendation of the Community Services Director, the Mayor is hereby directed to accept the quotation of DWA Recreation, Inc. and further authorizes the purchase of three (3) replacement Water Odyssey Gravity Shooter's from DWA Recreation, Inc. in a total amount not to exceed Twenty-Two Thousand One Hundred Four Dollars and No/Cents (\$22,104.00).

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 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 approve this purchase at the earliest time in order to facilitate the timely repairs to and maintenance of the Splashpad located at the Beachwood Family Aquatic Center; 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 2nd day of December, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2019.

Clerk

Approval: I have approved this legislation this 3rd day of December, 2019 and filed it with the Clerk.

Mayor



P.O. Box 208 Harrison, OH 45030 800-762-7936 Toll
Free 330-821-4505 Fax www.dwarec.com
info@dwarec.com

QUOTE
#56878

10/01/2019

Beachwood Splashpad - Replacement Gravity Shooters

Beachwood, City of
Attn: Pete Conces
23355 Mercantile Road
Beachwood, OH 44122
Phone: 216-292-1970
Fax: 216-292-1976
pete.conces@beachwoodohio.com

Project #: P26690
Ship To Zip: 44122

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Water Odyssey - (3) Gravity Shooter - designed for 90 Degree Horizontal Swing Splash Zone. Balance Assembly	\$20,905.00	\$20,905.00

Installation not included

SubTotal: \$20,905.00
Freight: \$1,199.00
Total Amount: \$22,104.00

Pricing valid for 30 days. Please request a new price after that time. Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.

Payment terms: Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Orders must be made out to:

DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.

Water Odyssey Standard Shipping Time: Concrete embedded items, typically ship within 3-4 weeks. Above Ground features and Mechanical Equipment typically ship 6-8 weeks ARO. Please confirm current shipment times at time of order. Shipping Time is from point of receiving approved submittals.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

Materials Only: This quote does not include installation or labor services. All labor required for the construction of sprayground and assembly of products will be the Purchaser's and/or Owner's responsibility. Inter-connect piping such as, but not limited to, underground piping and fittings required from manifold to feature are not included.



P.O. Box 208 Harrison, OH 45030 800-762-7936 Toll
Free 330-821-4505 Fax www.dwarec.com
info@dwarec.com

QUOTE
#56878

10/01/2019

Beachwood Splashpad - Replacement Gravity Shooters

Order Information:

Bill To: _____
Contact: _____
Address: _____
City, State, Zip: _____
Tel: _____
Fax: _____
eMail: _____

Ship To: _____
Contact: _____
Address: _____
City, State, Zip: _____
Tel: _____
Fax: _____
eMail: _____

Project/Site Location: _____
Contact: _____
Address: _____
City, State, Zip: _____
Tel: _____
Fax: _____
eMail: _____
Coordinates or Description of Location: _____

Acceptance of quotation:

Accepted By (printed): _____
Title: _____
Telephone: _____

Date: _____
P.O. No: _____
Fax: _____

Purchase Amount: **\$22,104.00**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Customer Signature

Quote prepared by: Jackson Greiwe
Sales Representative: Taylor Kolanko

City of **Beachwood**
INTEROFFICE MEMORANDUM

TO: Mayor Martin S. Horwitz

FROM: Chief Gary Haba

DATE: 11, November 2019

SUBJECT: Renewal of Service Contract Agreement with Hall Public & Safety Co.

Attached is a copy of the 2020 renewal contract service agreement between the city and *Hall Public & Safety Co.* for an amount not to exceed \$50,000. I believe that legislation is required for this agreement and respectfully request that this be handled on the next council meeting agenda that is available.

INTRODUCED BY:

ORDINANCE NO. 2019-153

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW A CONTRACT WITH HALL PUBLIC SAFETY CO. FOR REPAIRS AND CHANGEOVERS IN CITY VEHICLES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Police Chief has recommended renewing the Contract with Hall Public Safety Co., for the repairs, maintenance, changeovers, and installation of equipment in City vehicles 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 Police Chief, the Mayor is hereby authorized to enter into a renewal contract with Hall Public Safety Co. in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00) for the period of January 1, 2020 through December 31, 2020, in accordance with the contract, a copy of which is attached hereto and incorporated herein as Exhibit "A" and as set forth below:

	<u>Provided Service</u>	<u>Cost</u>
1.	Labor (mobile unit) charge for one (1) person and mobile unit (van) to respond onsite to perform work.	\$80.00 per hour
2.	Labor (second technician) charge for a second person (traveling in the mobile unit with the first person) on the job, if needed.	\$60.00 per hour

A service call is normally a two (2) hour minimum unless personnel are onsite for other work. Labor (second technician) charge is for the second person (traveling in the mobile unit with the first person) on the job if needed. Parts and supplies are above and beyond the labor rate and are quoted on an as needed basis per project. All parts and equipment are covered under factory warranty; this Contract does not include labor to remove or replace faulty parts or equipment. Unless declared an emergency by the City's Safety Director, a written quote shall be submitted to the Purchasing Supervisor for each job, the acceptance of which will be evidenced by the issuance of a Purchase Order by the City.

The Finance Director will notify Council in writing of any individual job in excess of \$15,000.00, and/or when the total aggregate cost for the year exceeds \$50,000.00.

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.

ORDINANCE NO. 2019-153

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 by further reason of authorizing the repair and changeover services for the 2020 calendar year; 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 2nd day of December, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2019.

Clerk

Approval: I have approved this legislation this 3rd day of December, 2019 and filed it with the Clerk.

Mayor

CONTRACT WITH HALL PUBLIC SAFETY CO. FOR REPAIRS AND CHANGEOVERS IN CITY VEHICLES FOR 2020

This Contract is entered into by and between HALL PUBLIC SAFETY CO., ("Contractor"), located at 8291 Darrow Road, Twinsburg, Ohio 44087, and the CITY OF BEACHWOOD, OHIO, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being recommended by the Police Chief and chosen by City Council for repairs and changeovers to City vehicles for the period of January 1, 2020 through December 31, 2020, and for the money considerations provided herein, the parties covenant and agree as follows:

1.) Pursuant to Ordinance No. 2019-, the City received a proposal from the Contractor and this proposal shall be and hereby is made a part of the Contract of the undersigned.

- a.) Labor rate for a one (1) person mobile unit (van) to respond onsite to perform work is Eighty Dollars (\$80.00) per hour.
- b.) Labor rate for a second (2nd) technician traveling in the mobile unit with the first person on the job, if needed, is Sixty Dollars (\$60.00) per hour.

A service call is normally a two (2) hour minimum unless personnel are onsite for other work. Labor (second technician) charge is for the second person (traveling in the mobile unit with the first person) on the job if needed. Parts and supplies are above and beyond the labor rate and are quoted out on an as needed basis per project. All parts and equipment are covered under factory warranty. This Contract does not include labor to remove or replace faulty parts or equipment. Unless declared an emergency by the City's Safety Director, a written quote shall be submitted to the Purchasing Supervisor for each job, the acceptance of which will be evidenced by the issuance of a purchase order by the City.

The Finance Director will notify Council in writing of any individual job in excess of \$15,000.00, and/or when the total aggregate cost for the year exceeds \$50,000.00.

2.) The Contractor is an independent contractor who shall provide all equipment and labor for delivery of same as requested. 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.

3.) It shall be the responsibility of Contractor to obtain a copy of the purchase order issued by the City for the approved amount of this Contract and/or each job. Furthermore, it shall be the responsibility of Contractor to track remaining funds available and to not invoice the City for any amounts not approved by the terms of this Contract. Any modifications or 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.

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 materials as required. The City shall be entitled to terminate this Contract immediately upon a determination by the Police Chief, Fire Chief, 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 material and provide services during times approved and specified by the City.

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

6.) The 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. 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 equipment provided, and whether involving employee claims or third party claims.

7.) 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.

8.) 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.

9.) The Contractor acknowledges that no modifications can be made to this Contract without the prior written action and approval by the Mayor.

10.) 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.

11.) This Contract 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.

(The Rest of This Page Intentionally Left Blank.)

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

HALL PUBLIC SAFETY CO.

CITY OF BEACHWOOD

By: _____

By: _____

Martin S. Horwitz, Mayor

Its: _____

Date: _____

Date: _____

Approved as to Form:

City Law Department
Diane E. 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 **Hall Public Safety Co.**

SIGNATURE

PRINTED NAME

TITLE

DATE



Estimate

EST-7570

Hall Public Safety Upfitters

Corporate Office
8291 Darrow Rd.
Twinsburg, Ohio 44087
855-387-3911
Hallpublicsafety.com

Remit to/Mailing Address

12400 Beechlawn Ave. N.E.
Alliance, Ohio 44601

Customer**Beachwood Police Department**

Attn: Ptl. Kemer
2700 Richmond Rd.
Beachwood, OH 44122

Estimate Date : November 13, 2019

Expiration Date : December 31, 2020

Sales rep : Jason Hall

Project : Cost estimate for 2020

Customer PO : Vehicle repairs and installation

#	Item & Description	Qty	Rate	Amount
1	The following is a list of charges for repairs and changeovers for the City of Beachwood Police, Fire and Service departments. This list is general and does not specify each project or job performed. More specific pricing can be estimated per project as needed.	1.00	0.00	0.00
2	Labor - Mobile SKU : Labor - Mobile This charge per hour rate is for 1 man and mobile unit (van) to respond onsite to perform work.	0.00	80.00	0.00
3	A service call is normally 2 hour min. unless we are onsite for other work.	1.00	0.00	0.00
4	Additional technician (mobile unit) SKU : Additional technician This charge is for a second man (travelling in the mobile unit with the first man) on the job IF NEEDED. Not all jobs require a second man and if the project is quoted per job, this charge may not show.	0.00	60.00	0.00
5	Hall Public Safety will complete numerous projects for the Police Dept. Fire Dept. and Service Dept.	1.00	0.00	0.00
6	We complete Police Car changeovers, cruiser additions, command vehicles, Mayor vehicles, special vehicle changeover and additions. We also complete repairs on emergency vehicles such as light bulb repairs, siren repairs, trouble shooting and other misc. repairs.	1.00	0.00	0.00
7	Standard police car changeover labor rate is between \$1500.00 and \$4300.00 per unit depending on the type of vehicle, amount of equipment and other factors such as Carbide technology and other equipment that has been added to the cruisers over time. ****Due to the new MDT/Camera systems installed, extra time is needed to complete the changeover properly.***All workmanship is warrantied for the life of the vehicle in service for the PD.	1.00	0.00	0.00
8	Idle right systems and other equipment needed for said install are normally \$500.00 to \$600.00 per vehicle while performing the change over.	1.00	0.00	0.00
9		1.00	0.00	0.00

EXHIBIT A

#	Item & Description	Qty	Rate	Amount
	Fire department and Service department projects are normally addition of lights or other equipment and are quoted out per project. The above stated hourly rate is in effect if not in a quote.			
10	Parts for the above stated are above and beyond the labor rate and are quoted out on an as needed basis per project.	1.00	0.00	0.00
11	All parts and equipment are covered under factory warranty, this does not include labor to remove or replace faulty parts or equipment.	1.00	0.00	0.00
12	Service call for cruiser repairs as follows- For an emergency service call- meaning that a cruiser is out of service and needs immediate attention- 2 hr charge or total time to repair cruiser, which ever is greater For a non emergency service call- meaning that a cruiser is not out of service and can wait a short time period for a service tech to be in the area and can stop and perform the repair- 1 hr charge or total time to repair cruiser, which ever is greater.	1.00	0.00	0.00
			Sub Total	0.00
			Total	\$0.00

Notes

Thank you for your business !!

****Remit to/Mailing Address****

12400 Beechlawn Ave.
Alliance, Ohio 44601

Terms & Conditions

Estimate is good for 2020

From: [Gary Haba](#)
To: [Whitney Crook](#)
Subject: Hall Public Safety Contract
Date: Friday, November 22, 2019 12:16:13 PM

The contract for Hall Public Safety is not for a specific total amount, but the amount budgeted to spend on equipment and services provided by Hall Public Safety in a given year has occasionally been an amount that would normally be set for competitive bidding. We have used Hall Public Safety for several years. The quality of their workmanship is commendable and for the very few problems that have occurred, they have been extremely responsive. Patrol vehicle lighting, cameras and computer systems are critical public safety concerns and should be entrusted to a contractor we know will perform admirably.

Most of the equipment sold by Hall Public Safety is listed on state term pricing and about a year ago, we audited a rather large job from them (about \$17,000 I believe). The price difference between all of the state term prices and the prices from Hall Public Safety for the entire job was \$14. This tells me that Hall Public Safety provides the equipment and services at, near, or better than state term and for that reason, I would highly recommend that we continue contracting with Hall Public Safety to ensure we are getting quality components and workmanship for our public safety vehicles.

INTRODUCED BY:

ORDINANCE NO. 2019-154

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW AN AGREEMENT WITH GLAUS, PYLE, SCHOMER, BURNS AND DEHAVEN, INC. DBA GPD GROUP FOR TRAFFIC ENGINEERING SERVICES FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Police Chief has recommended renewing the Agreement with GPD Group for Traffic Engineering Services, for the City of Beachwood, Ohio in an amount not to exceed Thirty-Six Thousand Dollars and No/ Cents (\$36,000.00).

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 Police Chief, the Mayor is hereby authorized to enter into a renewal contract with Glaus, Pyle, Schomer, Burns and Dehaven, Inc. dba GPD Group ("GPD Group") for Traffic Engineering Services for the City of Beachwood, Ohio in an amount not to exceed Thirty-Six Thousand Dollars and No/ Cents (\$36,000.00) for the period of January 1, 2020 through December 31, 2020, in a form substantially similar to the Proposal for Services that is attached hereto and incorporated herein by reference 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, safety or the efficient operation of the City, and for the further reason that traffic engineering services are readily available to the City and its residents; 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 2nd day of December, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2019.

Clerk

Approval: I have approved this legislation this 3rd day of December, 2019 and filed it with the Clerk.

Mayor



520 South Main Street, Suite 2531
Akron, Ohio 44311

Phone :
www.gpdgroup.com

330.572.2100

November 13, 2019

Mr. Gary Haba
Police Chief
City of Beachwood
2700 Richmond Road
Beachwood, OH 44122

**Traffic Engineering Services Proposal
2020 Traffic Signal System Management
City of Beachwood, Ohio**

Dear Chief Haba:

GPD Group appreciates the opportunity to submit this Traffic Engineering Services Proposal for the ongoing management and monitoring of the City's traffic signal system in Beachwood, Ohio. The following scope is GPD Group's estimate of the tasks needed to manage Beachwood's traffic signal system:

1. GPD will access the system on a weekly basis to review system operations and ensure all signals are operating as intended. Alert logs will be reviewed and any reported issues will be investigated to determine whether they are still ongoing or have since been resolved.
2. GPD will coordinate any service requests with Signal Service who is the City's current signal maintenance provider. The City will be informed of such requests prior to communicating with Signal Service to ensure that there is adequate funds to pay for such repairs.
3. GPD will review and investigate any requests for timing changes made by City representatives or the public and implement such changes should they be found to be beneficial to the overall traffic flow or address an ongoing issue while not having an adverse impact on others.
4. GPD will perform field investigations as needed in order to troubleshoot or identify issues in response to public complaints.
5. GPD will attend quarterly traffic meetings with the City of Beachwood and discuss any ongoing issues and areas for improvement.
6. GPD will provide general reviews and offer feedback for other traffic-related items unrelated to the management of the traffic signal system when requested by City staff or representatives.

GPD Group's Hourly Not to Exceed Fee for the management of Beachwood's traffic signal system and providing traffic engineering services to the above Scope of Work for calendar year 2020 is **\$36,000**. These fees include all direct reimbursable expenses that may be incurred by GPD Group as the project progresses such as vehicle mileage, photographs, mailings, etc.

Excluded from the fee is GPD Group's attendance at any additional meetings with City staff or representatives that you may wish GPD Group to attend as the project proceeds beyond the four (4) quarterly traffic meetings. These meetings, such as City Council meetings and the like would be invoiced based at a rate of about \$130.00 per hour '+' actual expenses incurred. Also excluded from the fee would be any significant changes to the Scope of Work deemed necessary as the year progresses.

GPD Group appreciates this continued opportunity to offer our professional Traffic Engineering services to the City of Beachwood. If you have any questions or comments regarding the contents of this proposal, please feel free to contact me at (330) 572-2210 or via email at rgillespie@gpdgroup.com.

Respectfully Submitted,

GPD Group



Ryan M. Gillespie, P.E., PTOE
Project Manager / Traffic Engineer

TERMS AND CONDITIONS

Glaus, Pyle, Schomer, Burns and Dehaven, Inc. dba GPD Group ("GPD") shall perform the services outlined in the proposal attached to this agreement, or any other performance rendered by GPD, (collectively referred to as the "Work") in accordance with the following Terms and Conditions for the party identified as Client ("Client") in the corresponding proposal:

Information and Access. When applicable, Client shall make available any and all plans, drawings, or other documentation, which relate to the Work in addition to any other information which one should consider as it relates to the Work. Client shall provide additional information upon GPD request. In the event that new, modified or changed information becomes available Client shall inform GPD of such immediately. Client shall insure access to the property or site(s) is available to GPD at agreed upon times, and Client shall make available representatives who will be the most knowledgeable concerning the Work which GPD shall perform. Client acknowledges that GPD shall regard all Client information as reliable and accurate, and hereby warrants such. Client agrees that GPD may assume that all plans, designs, structures and specifications related to the Work have been properly designed in accordance with the highest standard of care and are adequate for all purposes other than specifically addressed by the Work. GPD shall not be responsible for existing, hidden or unknown conditions and shall have no responsibility for the discovery, presence, handling, removal, disposal of hazardous materials of any form.

Billing and Payment. GPD, at its option, will submit invoices for services and reimbursable expenses on a monthly basis, unless otherwise agreed upon. Client shall pay invoices in full within 30 days after the invoice date. Any invoice or part thereof which has not been paid within 60 days shall accrue interest at 1.5% per month (equivalent to 18% per annum) until paid in full. GPD shall have the right to suspend the Work, terminate the agreement and retain and/or retrieve all work product until such invoices have been paid in full. The Client agrees to pay all costs of collection for unpaid fees, including but not limited to attorney costs.

Timeliness of Performance. GPD will endeavor to perform the Work with reasonable diligence and expediency consistent with the applicable standard of care. GPD shall not be responsible for, and will not be held liable for, damages arising directly or indirectly from any delays for causes outside of GPD control, including the actions or inactions of Client, other subcontractors or consultants, and third parties. If delays resulting from any such causes increase the cost and/or time required by GPD to perform the Work, GPD shall be entitled to an equitable adjustment in schedule and/or compensation.

Standard of Care. GPD's services shall be performed in a manner consistent with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time in the same location.

Indemnification. GPD and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other (which collectively includes officers, directors and employees) harmless from any and all damages, liabilities, claims, expenses or costs (including reasonable attorney's fees, expert-witness fees and defense costs) to the extent caused by its own negligent acts, professional errors, or omissions arising out of the Work or the performance of this agreement. Neither party shall be obligated to indemnify and hold the other harmless in any manner whatsoever for the negligence of another.

Risk Allocation. In recognition of the relative risks and rewards of the Work to Client and GPD, the risks have been allocated such that Client agrees, to limit the liability of GPD to Client, and any party claiming through Client through contract or otherwise, to a maximum aggregate total of five times the GPD fee, which under no circumstances shall exceed fifty thousand dollars (\$50,000.00). This limitation shall apply to any and all liability or cause of action, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Termination of Services. Either party may terminate this agreement upon 10 days written notice should the other fail to perform its obligations hereunder. In the event of such termination, Client shall pay GPD for all services rendered to the date of termination, all reimbursable expenses and reasonable termination expenses.

Ownership of Work Product. All Work, instruments of service, reports, drawings, specifications, electronic files, field data, notes and all other preparations by GPD shall remain the property of GPD, hereafter referred to as "Work Product". GPD shall retain all common law, statutory, and other reserved rights, including the copyright thereto in the Work Product. Client shall have a nonexclusive license in the Work Product that may not be used for any other purpose or project other than for which it was created without the written consent of GPD. Client reuse in violation of this section, or any changes or modifications to the Work Product not performed by GPD shall be considered an "Unauthorized Use." Client shall waive any and all claims related to Unauthorized Use and agrees to indemnify, defend, and hold GPD harmless from any and all claims, demands, expenses, including attorney's costs which may arise from such Unauthorized Use. The rights granted to Client in this section shall transfer upon payment and to the extent paid.

Confidentiality. Unless required by law or court order, GPD and Client shall not disclose the terms of this agreement or substance of the Work and shall treat such as confidential. This section shall not apply to any information after it is generally available to the public other than as a result of disclosure by GPD or Client, which is generally available to the public on the date of this agreement or which was lawfully received from a third party without a restriction on disclosure.

Dispute Resolution. Any claim or dispute between GPD and Client shall be submitted to non-binding mediation prior to the institution of arbitration proceedings, and shall be brought in a proper venue in Summit County, Ohio. This agreement and the Work shall be governed by the laws of the State of Ohio.

Entire Agreement. These terms and conditions and the attached GPD proposal describe the entire agreement between GPD and Client. Both parties mutually agree that all other terms and conditions are hereby rejected. No amendments to these terms and conditions shall be effective unless acknowledged by written signature. Client's acceptance to these terms and conditions, whether acknowledged by signature or not, is a condition precedent to GPD's commencement of the Work.

No Third Party Beneficiary. This agreement is made for the benefit of GPD and Client and is not intended to benefit any third party or be enforceable by any third party. The rights of the GPD and Client to terminate, rescind, or agree to any amendment, waiver, variation or settlement shall not be subject to the consent of a third party.

Assignment. Client shall not assign this agreement without the consent of GPD. GPD shall be permitted to assign rights and obligations in this agreement as it sees fit.

Severability. If any term, covenant, condition or provisions of this agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the firm represented as Client herein and shall bind such parties in a corporate capacity. Signature represents authorization and acceptance of the terms and conditions.

<u>SIGNATURE</u>	
Client: _____ Name of Firm	
_____ Signor Name	_____ Signature
_____ Title	_____ Date

INTRODUCED BY:

ORDINANCE NO. 2019-155

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW A CONTRACT WITH SIGNAL SERVICE COMPANY FOR TRAFFIC SIGNAL MONITORING AND REGULAR TRAFFIC SIGNAL MAINTENANCE SERVICE; WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Police Chief has recommended renewing the Contract with Signal Service Company for traffic signal monitoring and maintenance of traffic signals in an amount not to exceed Seventy Seven Thousand Dollars and No/Cents (\$77,000.00).

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 Police Chief, the Mayor is hereby authorized to enter into a renewal contract with Signal Service Company for the period of January 1, 2020 through December 31, 2020, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A" and as indicated below, without advertising for competitive bids:

	<u>Provided Service</u>	<u>Cost</u>
1.	Traffic Signal Monitoring (40 Intersections at \$96.00 each)	\$ 3,840.00
2.	Regular Traffic Signal Maintenance Service	\$ 61.00 per hour

(Includes the provision of necessary labor and materials to service, maintain, repair and/or replace all traffic signal controllers, signals, school flashing lights, bulbs, and associated equipment owned and operated by the City which require repair due to malfunctions, accidents, storm damage, vandalism or for other reasons, such services to be available 24 hours per day, seven days a week, including holidays. Such services shall be furnished only upon request of the City. Services will be compensated at the rate of \$61.00 per hour for normal or non-regular working hours. A percentage not to exceed 150% may be added to the manufacturer's list price for parts and/or materials costing \$15.00 or less; a percentage not to exceed 100% may be added to the manufacturer's list price on parts and/or materials costing \$15.00 or more, up to \$250.00; and a percentage not to exceed 35% may be added to the manufacturer's list price for parts and/or materials costing \$250.00 or more).

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 it is necessary to authorize the provision of such traffic signal repair services for the 2020 calendar year; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2019-155

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 2nd day of December, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2019.

Clerk

Approval: I have approved this legislation this 3rd day of December, 2019 and filed it with the Clerk.

Mayor

CONTRACT WITH SIGNAL SERVICE COMPANY FOR TRAFFIC SIGNAL MONITORING AND REGULAR TRAFFIC SIGNAL MAINTENANCE SERVICE FOR YEAR 2020

The Contract by and between SIGNAL SERVICE COMPANY, an Ohio corporation located at 4341 Cranwood Parkway, Warrensville Heights, Ohio 44128 (hereinafter "Contractor") and the CITY OF BEACHWOOD, OHIO, 25325 Fairmount Blvd., Beachwood, Ohio 44122 (hereinafter "City");

Witnesseth, that in consideration of the Contractor being chosen by the City for traffic signal monitoring and regular traffic signal maintenance for the City for the 2020 year and for the money consideration provided herein, the parties covenant and agree to as follows:

- 1.) Contractor shall provide traffic signal monitoring for forty (40) intersections in an amount not to exceed Three Thousand Eight Hundred Forty Dollars and No Cents (\$3,840.00) and regular traffic signal maintenance services at a rate of Sixty One Dollars and No Cents (\$61.00) per hour for the period of January 1, 2020 through December 31, 2020.
- 2.) Contractor shall provide necessary labor and materials to service, maintain, repair and/or replace all traffic signal controllers, signals, school flashing lights, and associated equipment owned and operated by the City that are in need of repair due to either malfunctions, accidents, storm damage, vandalism or other means, such services to be available twenty-four (24) hours per day, seven (7) days a week, including holidays. Such services shall be furnished only upon request of the City, with all work conforming to the quotation, which is attached hereto and incorporated herein by reference. All work will be performed in a good and workmanlike manner and on a timely basis consistent with the City's schedule.
- 3.) The City shall pay the Contractor compensation at the rate of Sixty One Dollars and No Cents (\$61.00) per hour for normal or non-regular working hours. A percentage not to exceed 150% may be added to the manufacturer's list price of parts and/or materials costing Fifteen Dollars (\$15.00) or less; a percentage not to exceed 100% may be added to the manufacture's list price of parts and/or materials costing fifteen dollars and no cents (\$15.00) or more, up to Two Hundred Fifty Dollars and No Cents (\$250.00); and a percentage not to exceed 35% may be added to the manufacturer's list price of parts and/or materials costing Two Hundred Fifty Dollars and No Cents (\$250.00) or more.
- 4.) The Contractor shall furnish the Chief of Police and City Finance Director with a detailed record of services rendered monthly, not later than five (5) days following the end of each month on forms approved by the Finance Director.

- 5.) The Contractor is an independent Contractor which shall provide all equipment, materials and labor necessary to perform the work. Contractor shall be responsible for arranging for Workers' Compensation coverage for its employee, 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.
- 6.) 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 the Chief of Police or in the interest of the health of any person. The Contractor will be responsible for the maintenance and cleanliness of the work area, and will perform all work in accordance with the federal, state and local laws and regulations governing such services. The Contractor shall work during times approved and specified by the City.
- 7.) Contractor will provide the work without any sub-contractors and will provide proper supervision and supervisory personnel in connection with all of the work.
- 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 and services provided, and whether involving employee claims or third party claims.
- 9.) 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.
- 10.) Contractor shall furnish the City with evidence of general liability insurance from a company licensed by the state of Ohio in the amount of Three Million Dollars (\$3,000,000.00) for any accidental occurrence arising out of any act or omissions 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. 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.

- 11.) 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.
- 12.) It shall be the responsibility of the Contractor 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 the Contractor to track remaining funds available and to not invoice the City for any amounts not approved by the terms of this Contract. Any modifications or 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.
- 13.) 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.
- 14.) Contractor acknowledges that no modifications can be made to this Contract without prior written action and prior approval by the Mayor and City Council.
- 15.) This Contract represents the entire agreement between the parties, will 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 written permission of the City.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

SIGNAL SERVICE COMPANY

Date: _____

By: _____

Title: _____

Contractor address:

4341 Cranwood Parkway

Warrensville Hts., OH 44128

Contractor Federal I.D. # 34-1101973

CITY OF BEACHWOOD

Date: _____

By: _____

Mayor: _____

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 Signal Service Company.

SIGNATURE

PRINTED NAME

TITLE

DATE

From: [Gary Haba](#)
To: [Whitney Crook](#)
Subject: Signal Service Contract
Date: Friday, November 22, 2019 12:03:29 PM

The contract for Signal Service Company is not for a specific total amount, but the amount budgeted to spend on equipment and services provided by Signal Service Company in a given year is expected to be, and has historically been, an amount that would normally be set for competitive bidding. Traffic signal repair and maintenance is an important safety concern and the City has to be confident that repairs will be made quickly and correctly. Signal Service Company has outperformed prior contractors to a great degree and I don't feel that we should entrust an inferior contractor with this type of critical function. I do not imagine that other contractors would be able to provide the same equipment and services at a substantial or meaningful cost savings, and would highly recommend staying with a company that we know we can trust.