

Beachwood City Council Meeting Agenda
Monday, August 17, 2020, 7:00 PM

*Please note, this meeting will be held by video conference via Zoom and
livestreamed on the City of Beachwood website at www.beachwoodohio.com and can be viewed on Spectrum Channel 1020
and AT&T U-Verse Channel 99.*

*This City Council Meeting has been duly noticed and is being held in accordance
with Ohio Revised Code Section 121.22 specific to recent Amendments made in light of the
current COVID-19 declared emergency.*

Agenda Items

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

Public Comments may be submitted via email to the Clerk of Council Whitney Crook at whitney.crook@beachwoodohio.com prior to 5:00 PM on Monday, August 17, 2020 or you may contact the Clerk of Council to receive a link to attend the meeting via Zoom Teleconference.

4. Approval of Minutes
 - Approval of the Minutes of the Regular Council Meeting held on July 6, 2020**
 - Approval of the Minutes of the Regular Council Meeting held on July 23, 2020**
 - Approval of the Minutes of the Economic Development Committee Meeting that was held on July 27, 2020**
5. Economic Development Committee
Ordinance No. 2020-102

An Ordinance authorizing the Mayor to enter into a Contract with James B. Heller to provide the City of Beachwood, Ohio with Professional Economic Development Consulting Services through December 31, 2020; and declaring this to be an urgent measure
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| 6. | Finance & Insurance
Committee
Ordinance No. 2020-101 | An Ordinance authorizing and directing the payment of Certain Claims (Bills) for Professional and Other Services; and declaring this to be an urgent measure |
| 7. | Finance & Insurance
Committee
Ordinance No. 2020-103 | An Ordinance Levying Special Assessments for the Cost of Abating Nuisances at Certain Properties within the City of Beachwood, Ohio; and declaring this to be an urgent measure |
| 8. | Public Works Committee
Ordinance No. 2020-104 | An Ordinance accepting a Certain Bid from Kimble Company for the Transfer and Disposal of Solid Waste Services and the Processing of Recyclable Materials; and declaring this to be an urgent measure |
| 9. | Recreation/Community
Services Committee
Ordinance No. 2020-105 | An Ordinance accepting a Quotation from M&G Pools, LLC for the Replacement and Repair of Tile at the Beachwood Family Aquatic Center; and declaring this to be an urgent measure |
| 10. | Storm Water Committee
Ordinance No. 2020-106 | An Ordinance authorizing the Mayor to Execute a Memorandum of Understanding with the Cuyahoga County Soil and Water Conservation District, on behalf of the City of Beachwood, Ohio as a member of the Euclid Creek Watershed Council; and declaring this to be an urgent measure |

Any other matters coming before City Council

Adjournment

**BEACHWOOD CITY COUNCIL MINUTES OF THE
REGULAR COUNCIL MEETING
HELD ON MONDAY, JULY 6, 2020 AT 7:00 P.M.**

*This meeting was held by Video Conferencing Via Zoom and livestreamed on the
City of Beachwood website.*

*This meeting was duly notice and was held in accordance with Ohio Revised Code Section 121.22 specific to
recent Amendments made in light of the current COVID-19 declared emergency.*

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

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

MAYOR'S REPORTS

Mr. Pasch spoke on behalf of Mayor Horwitz and let everyone that the Mayor was doing well and recuperating and Mr. Pasch wished him a speedy recovery.

COUNCIL MEMBERS (NON-AGENDA ITEMS)

Mr. Pasch thanked Capt. Lessick and the members of the Beachwood Police Department for their speedy response to an incident that occurred at the Mall the previous weekend.

Mr. Isaacson spoke about attending the Community Services drive-in movie and stated it was well put together and well attended and encouraged everyone to attend one of the upcoming movies.

Mr. Synenberg thanked Cheryl Isaacson for his mask that he is wearing tonight. He also thanked Council President Pasch for stepping in and taking on the Mayor's duties in his absence.

Mr. Synenberg also thanked Chief Haba for his years and dedicated service and welcomed Captain Lessick.

DEPARTMENT DIRECTOR REPORTS

Ms. Carmen spoke about the attendance of the drive-in movie and also discussed the upcoming movies. Ms. Carmen also spoke about Barkwood. There was some trouble with the audio at this time. Ms. Carmen also spoke about Flags for First Responders and upcoming concerts that are scheduled.

Chief Holtzman announced that the new Fire Engine has arrived and the department has been training on the operation of the Fire Engine. Chief Holtzman also thanked Chief Haba for helping him as he transitioned to the Fire Chief position. Chief Holtzman also offered his guidance to the incoming Chief of Police.

CITIZEN'S REMARKS

Clerk of Council Whitney Crook read public comments from Ron Kulberg. Those comments are attached for the official record.

APPROVAL OF MINUTES

Approval of the Minutes of the Regular Council Meeting held on June 1, 2020.

Moved by J. Pasch, seconded by J. Berns, that the Minutes of the Regular Council Meeting held on June 1, 2020 be approved.

ROLL CALL	Yes:	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Approval of the Minutes of the Regular Council Meeting held on June 15, 2020.

Moved by J. Pasch, seconded by A. Isaacson, that the Minutes of the Regular Council Meeting held on June 15, 2020 be approved.

ROLL CALL	Yes:	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Approval of the Minutes of the Economic Development Committee Meeting held on June 15, 2020.

Moved by A. Isaacson, seconded by E. Synenberg, that the Minutes of the Economic Development Committee Meeting held on June 15, 2020 be approved.

ROLL CALL	Yes:	A. Isaacson, J. Pasch
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

PUBLIC HEARING

Moved by A. Isaacson, Seconded by J. Pasch to open the Public Hearing.

Opened Public Hearing at 7:15 P.M.

1. Public Hearing - Proposed Ordinance Number 2020-37, An Ordinance Amending BCO Chapter 1124, Section 1124.10 titled "Rezoning" of the City of Beachwood, Ohio Planning and Zoning Code

Karen Tindel
25460 Halburton Road

Ms. Tindel spoke about the proposed amendment of BCO Chapter 1124, Section 1124.10.

Jim Newbrough

Mr. Newbrough is the CEO of Montefiore and spoke on this proposed amendment of BCO Chapter 1124, Section 1124.10

Beth Silver

Ms. Silver spoke about the proposed amendment of BCO Chapter 1124, Section 1124.10.

Moved by J. Pasch to adjourn the Public Hearing at 7:26 P.M.

Moved by A. Isaacson, Seconded by J. Pasch to open the Public Hearing.

PUBLIC HEARING (CONTINUED)

Opened the Public Hearing at 7:26 P.M.

2. Public Hearing - Proposed Ordinance Number 2020-73, An Ordinance Rezoning PPN# 742-16-022 from U-5 to U-4A and PPN# 742-16-023, 742-16-020 and 742-17-048 from U7-A to U4-A. PPN# 742-16-022 is known as the old Fire Station #2 and is located at 24619 Chagrin Boulevard, Beachwood, Ohio 44122. PPN# 742-16-023, 742-16-020 and 742-17-048 represent approximately 5.16 acres located on the northeast corner of the intersection of Chagrin Boulevard and Fire Station Drive. The request for rezoning is from a U-5 Public and Institutional District and a U-7A General Office Building District to a U-4A Integrated Business District

Karen Tindel
25460 Halburton Road

Ms. Tindel spoke about the proposed rezoning of the old Fire Station #2.

John Newburger
25436 Halburton Road

Mr. Newburger spoke about the proposed rezoning of the old Fire Station #2.

Moved by J. Pasch to adjourn the Public Hearing at 7:58 P.M.

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 E. Synenberg, seconded by J. Pasch, that Ordinance No. 2020-89 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by E. Synenberg, seconded by J. Pasch, that Ordinance No. 2020-89 be adopted.

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

MOTION ADOPTED

2. An Ordinance authorizing payment by the City for Meals for City Employees/Volunteers under Certain Conditions; and declaring this to be an urgent measure

Moved by J. Berns, seconded by J. Pasch, that Ordinance No. 2020-90 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Berns, seconded by J. Pasch, that Ordinance No. 2020-90 be adopted.

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

MOTION ADOPTED

FINANCE AND INSURANCE COMMITTEE (CONTINUED)

3. An Ordinance amending appropriations for Current Expenditures and Other Expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2020, January 1, 2020 to December 31, 2020, inclusive; and declaring this to be an urgent measure

Moved by B. B. Janovitz, seconded by J. Pasch, that Ordinance No. 2020-91 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by A. Isaacson, seconded by J. Pasch, that Ordinance No. 2020-91 be adopted.

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

MOTION ADOPTED

4. An Ordinance authorizing the Director of Finance to Transfer Certain Funds from the General Fund (101) to the Debt Service Fund (331); and declaring this to be an urgent measure

Moved by M. Burkons, seconded by B. B. Janovitz, that Ordinance No. 2020-92 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by M. Burkons, seconded by B. B. Janovitz, that Ordinance No. 2020-92 be adopted.

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

MOTION ADOPTED

FINANCE AND INSURANCE COMMITTEE (CONTINUED)

5. An Ordinance accepting a certain bid from BDI, Inc. for the Retrofit of LED Lights in the City Hall Complex, Fire Station #1, and the Public Works Garage; and declaring this to be an urgent measure

Moved by J. Berns, seconded by J. Pasch, that Ordinance No. 2020-93 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Berns, seconded by J. Pasch, that Ordinance No. 2020-93 be adopted.

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

MOTION ADOPTED

PLANNING AND ZONING COMMITTEE

1. An Ordinance accepting the Planning and Zoning Commission's recommendation for a Variance located at 24075 Commerce Park, Beachwood, Ohio; and declaring this to be an urgent measure

Moved by A. Isaacson, seconded by J. Pasch, that Ordinance No. 2020-94 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, 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. 2020-94 be adopted.

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

MOTION ADOPTED

ANY OTHER MATTERS COMING BEFORE CITY COUNCIL

Mr. Pasch introduced a walk-on Ordinance.

1. An Ordinance requiring Facial Coverings in Indoor Areas accessible to the Public; and declaring this to be an urgent measure

A Motion was made to amend Exhibit A of the proposed Ordinance to add “requirements to facial coverings in door to door areas in the City”.

Moved by A. Isaacson, seconded by J. Pasch to amend Ordinance No. 2020-95.

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

MOTION ADOPTED

Moved by J. Pasch, seconded by A. Isaacson, that Ordinance No. 2020-95 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, 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. 2020-95 be adopted.

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

MOTION ADOPTED

ADJOURNMENT

Moved by A. Isaacson, seconded by J. Berns, to adjourn the Regular Council Meeting at 8:21 P.M. to the next regularly scheduled Council Meeting.

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

Approved:

Clerk

Mayor

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

**BEACHWOOD CITY COUNCIL MINUTES OF THE
REGULAR COUNCIL MEETING - RESCHEDULED
HELD ON THURSDAY, JULY 23, 2020 AT 7:00 P.M.**

*This meeting was held by Video Conferencing Via Zoom and livestreamed on the
City of Beachwood website.*

*This meeting was duly notice and was held in accordance with Ohio Revised Code Section 121.22 specific to
recent Amendments made in light of the current COVID-19 declared emergency.*

The meeting was called to order at 7:01 P.M. by Council President James Pasch.

ROLL CALL:	Present:	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	Absent:	None
	Also Present:	C. Arrietta, D. Calta, K. Carmen, L. Heiser, S. Holtzman, R. Lessick, T. Turick

MAYOR'S REPORTS

Mayor Horwitz thanked everyone for their support during his absence and illness. Mayor Horwitz also thanked Tina Turick, his wife and family and Mr. Pasch.

COUNCIL MEMBERS (NON-AGENDA ITEMS)

Mr. Pasch spoke about a Motion that will be introduced at the end of this meeting to amend our previously adopted Mask Mandate Ordinance.

Mr. Isaacson reminded everyone that the State has mandated masks and thanked all the City employees that are working everyday in the Community and provided essential services.

Mr. Isaacson specifically thanked the members of the Public Works Department for all of their hard work. Mr. Isaacson also encouraged everyone to say hello to someone new as they are out and about in the Community.

Mr. Pasch welcomed Ms. Tindel, Mr. Moss and Mr. Banchek to tonight's meeting.

DEPARTMENT DIRECTOR REPORTS

Ms. Carmen spoke about the upcoming August drive-in movie and discussed a new upcoming event called "No Cook Food Truck Sunday" that will be held on August 23rd. This is a fundraiser for the Chamber of Commerce.

Mr. Arrietta thanked Mr. Isaacson for his comments on the department and stated he would make sure to pass it along to the team.

CITIZEN'S REMARKS

Karen Tindel

Ms. Tindel spoke about the rezoning Ordinance that is on tonight's agenda for third and final reading and adoption.

Jerry Moss
25459 Halburton Road

Mr. Moss also spoke about the rezoning Ordinance that is on tonight's agenda for third and final reading and adoption.

Ken Banchek
25442 Halburton Road

Mr. Banchek spoke about the rezoning Ordinance that is on tonight's agenda for third and final reading and adoption.

APPROVAL OF MINUTES

Approval of the Minutes of the Committee of the Whole Meeting held on July 6, 2020.

Moved by J. Pasch, seconded by B. B. Janovitz, that the Minutes of the Committee of the Whole Meeting held on July 6, 2020 be approved.

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

MOTION ADOPTED

FINANCE AND INSURANCE COMMITTEE

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

Moved by J. Taylor, seconded by A. Isaacson, that Ordinance No. 2020-96 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Taylor, seconded by A. Isaacson, that Ordinance No. 2020-96 be adopted.

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

MOTION ADOPTED

FINANCE AND INSURANCE COMMITTEE (CONTINUED)

2. An Ordinance renewing a Contract with Medical Mutual of Ohio for Health Insurance Coverage for City Employees; and declaring this to be an urgent measure

Moved by E. Synenberg, seconded by B. B. Janovitz, that Ordinance No. 2020-97 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by E. Synenberg, seconded by B. B. Janovitz, that Ordinance No. 2020-97 be adopted.

Yes:	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz, 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 purchase one (1) Yard Heil Odyssey Front Load Rubbish/Recycling Truck for the City of Beachwood, Ohio Public Works Department from Bell Equipment Company, authorizing the trade-in of one (1) surplus 2007 IHC, Yard Heil Packer to offset a portion of the cost of the new purchase, further waiving competitive bidding; and declaring this to be an urgent measure

Moved by J. Berns, seconded by A. Isaacson, that Ordinance No. 2020-98 be placed on final reading.

ROLL CALL	Yes:	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED-RULES SUSPENDED

Moved by J. Berns, seconded by A. Isaacson, that Ordinance No. 2020-98 be adopted.

Yes:	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.
	MOTION ADOPTED

PLANNING AND ZONING COMMITTEE

1. An Ordinance amending BCO Chapter 1124, Section 1124.10, titled "Rezoning" of the City of Beachwood, Ohio Planning and Zoning Code

Moved by A. Isaacson, seconded by J. Pasch, that Ordinance No. 2020-37 be placed on third and final reading and adopted.

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

2. An Ordinance rezoning PPN# 742-16-022 from U-5 to U4-A and a portion of PPN# 742-16-023, 742-16-020 and 742-17-048 from U7-A to U4-A

An Amendment was proposed to include that the Rezoning shall not be effective until a Development agreement has been entered into between the City of Beachwood, Ohio and Goldberg Companies, Inc.

Moved by A. Isaacson, seconded by J. Pasch that Ordinance No. 2020-73 be amended.

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

Moved by A. Isaacson, seconded by J. Pasch, that Ordinance No. 2020-73 be placed on third and final reading and adopted.

ROLL CALL	Yes:	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz, 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 Purchase and Install Cameras from Almur Construction Inc. DBA Citywide Solutions Inc. for twelve (12) Intersections in the City of Beachwood, Ohio, waiving competitive bidding; and declaring this to be an urgent measure

Moved by J. Taylor, seconded by J. Berns, that Ordinance No. 2020-99 be placed on final reading.

ROLL CALL	Yes:	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz, 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. 2020-99 be adopted.

Yes:	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.
	MOTION ADOPTED

LEGAL AND PERSONNEL COMMITTEE

1. An Ordinance authorizing the Mayor to enter into a Contract with the Law Firm of Zashin & Rich to represent the City in Contract Negotiations with the Fraternal Order of Police, Lodge 86 (Patrol Officers and Sergeants/Lieutenants); the Ohio Patrolmen's Benevolent Association (Dispatchers/Clerks); the International Association of Fire Fighters, Local 2388; and the Laborers' International Union of North America, Local 860 (Building & Housing Inspectors and Service/Maintenance Workers); and declaring this to be an urgent measure

Moved by J. Pasch, seconded by J. Taylor, that Ordinance No. 2020-100 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Pasch, seconded by J. Taylor, that Ordinance No. 2020-100 be adopted.

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

MOTION ADOPTED

ANY OTHER MATTERS COMING BEFORE CITY COUNCIL

Mr. Pasch proposed an Amendment to Ordinance No. 2020-95 to include the language “and outdoor areas of public gathering.”

Moved by J. Pasch, seconded by J. Taylor, that Ordinance No. 2020-95 be amended.

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

MOTION ADOPTED

ADJOURNMENT

Moved by A. Isaacson, seconded by J. Berns, to adjourn the Regular Council Meeting at 7:41 P.M. to the next regularly scheduled Council Meeting.

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

Approved:

Clerk

Mayor

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

**BEACHWOOD CITY COUNCIL ECONOMIC DEVELOPMENT COMMITTEE MEETING
HELD AT BEACHWOOD CITY HALL, 25325 FAIRMOUNT BOULEVARD,
ON MONDAY, JULY 27, 2020 AT 6:00 P.M.**

*This meeting was held by Video Conferencing Via Zoom and livestreamed on the
City of Beachwood website.*

*This meeting was duly notice and was held in accordance with Ohio Revised Code Section 121.22 specific to
recent Amendments made in light of the current COVID-19 declared emergency.*

The meeting was called to order at 6:01 P.M. by Chairwoman June Taylor.

ROLL CALL: Present: A. Isaacson, J. Pasch, E. Synenberg, J. Taylor
Absent: None.
Also Present: Mayor M. S. Horwitz, J. Berns, M. Burkons, B. B. Janovitz,
D. A. Calt, L. Heiser, T. Turick, Ryan Sommers,
Chad Kertesz, Rico Pietro

1. Mayor's Reports

None.

2. Discussion regarding 3800 Park East Drive TIF

Ms. Taylor introduced this item and asked the developers to introduce themselves.

Chad Kertesz, Rico Pietro, and Ryan Sommers introduced themselves.

Mr. Sommers gave a brief update on what is being asked of City Council and asked for questions from the Committee and Council Members.

Mr. Berns expressed concerns with authorizing this TIF and setting a precedent for future projects in the City.

All members were afforded the opportunity to ask questions.

Mayor Horwitz stated that he was hopeful this project would be able to move forward.

Ms. Taylor asked if there were any further questions and there were none.

Ms. Taylor then lost internet connection and Mr. Pasch took over the adjournment of the meeting.

There were no further questions and not other matters coming before the Committee.

3. Any other matters coming before the Economic Development Committee

None.

ADJOURNMENT

Moved by A. Isaacson, seconded by E. Synenberg, to adjourn the Economic Development Committee Meeting at 6:51 P.M.

ROLL CALL:	Yes:	A. Isaacson, J. Pasch, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Approved:

Martin S. Horwitz, Mayor

Clerk of Council

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

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Whitney Crook, Clerk of Council, Martin Horwitz, Mayor

FROM: William Griswold, Building Commissioner

DATE: 8/4/2020

SUBJECT: An Ordinance authorizing the Mayor to enter into a Contract with James B. Heller to provide the City of Beachwood, Ohio with Professional Economic Development Consulting Services through December 31, 2020; and declaring this to be an urgent measure

After discussion with Administration, I am respectfully requesting the attached Contract for an Economic Development Consultant for the City of Beachwood be placed on the Council Agenda of Monday, August 17, 2020.

INTRODUCED BY:

ORDINANCE NO. 2020-102

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH JAMES B. HELLER TO PROVIDE THE CITY OF BEACHWOOD, OHIO WITH PROFESSIONAL ECONOMIC DEVELOPMENT CONSULTING SERVICES THROUGH DECEMBER 31, 2020; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council has determined that the City requires the services of a Professional Economic Development Consultant and has determined to enter into a contract with James B. Heller; and

WHEREAS, Council has further determined to utilize said company for Economic Development Consulting 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 James B. Heller through December 31, 2020. A description of duties for the Economic Development Consultant is attached hereto and incorporated here in as Exhibit "A". Compensation shall be in accordance with the Contract to provide Professional Economic Development Consulting Services. Such Contract shall be in a form substantially similar to that which is attached hereto and incorporated herein by reference as Exhibit "B".

Section 2: Mr. Heller may be assigned economic development work by the Mayor, Council, or the Economic Development Committee. Mr. Heller shall not begin any work until he 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 Economic Development Consulting Services accepted by Mr. Heller 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. James B. Heller shall, on a monthly basis, provide the Mayor with a written accounting of all time spent performing services. 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: James B. Heller shall accept no other work within the City from private employers. James B. Heller shall avoid all conflicts of interest.

Section 5: All documents created or 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.

ORDINANCE NO. 2020-102

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 17th day of August, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18th day of August, 2020.

Clerk

Approval: I have approved this legislation this 18th day of August, 2020 and filed it with the Clerk.

Mayor

Description of Duties-Economic Development Consultant

Nature of Work: Performs a variety of administrative, technical and professional work in preparation and implementation of economic and community development plans, programs, and services.

This consulting position is responsible for working closely with the Economic Development Committee of Council, Mayor, and Building Commissioner in promoting the business and economic development interests within the community. This position will include working with all noted departments in providing guidance to individuals and companies to establish, relocate, or expand their businesses within the community. The position will include assistance in the planning and coordination of community development projects, assisting business with local permitting processes, and providing research for City sponsored projects. This position is a direct report to the Mayor and Building Commissioner.

Essential Duties and Responsibilities: Directs economic development initiatives to achieve the goals and objectives outlined by the Economic Development Plan and guided by the Mayor and Building Commissioner.

Provides assistance in the development of short and long term economic and community development plans, as well as the gathering of information and preparation of studies, reports, and recommendations to achieve such goals. Respond to requests for information for economic development purposes, and the coordination with other departments and agencies as needed.

Provides professional economic development advice, and serves as an advocate for economic development in line with the Comprehensive Plan, zoning ordinances, and goals as established by the Mayor and Building Commissioner.

Promotes the City of Beachwood, promoting the orderly development of projects within the City of Beachwood.

Maintains a liaison with various local, State, and Federal agencies, coordinating projects with agencies as deemed necessary and appropriate.

Provides information and/or make presentations to the Mayor, City Council, and Economic Development Committee of Council, boards, commissions, civic groups, businesses, individuals, and the general public on economic development issues, programs, services, and plans.

Becomes familiar with the existing inventory of available buildings and business within the community. This will include both public and private buildings and land areas.

Works to formulate and implement marketing and business attraction strategies, including familiarity with the goals and objectives of the City of Beachwood.

Serves as a member of economic development groups or task force that promote economic and community development at the local, State or Federal level, as deemed necessary or appropriate.

Monitors legislation and regulations relating to economic development, and report findings to the appropriate parties, i.e. the Mayor, Building Commissioner, and the Economic Development Committee of Council.

Maintains strong working relationships with the general public, area businesses, and clients.

Serves as a member of various staff committees, as assigned.

Ability to be a team player with other City staff. Conduct other related work as assigned.

**CONTRACT WITH JAMES B. HELLER TO PROVIDE PROFESSIONAL
ECONOMIC DEVELOPMENT SERVICES FOR THE CITY OF BEACHWOOD IN
2020**

This Contract is entered into by and between JAMES B. HELLER, whose address is 24407 Tunbridge Lane, Beachwood, Ohio 44122, ("Contractor") and the CITY OF BEACHWOOD, OHIO 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

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

A. Scope of Services

As an Economic Development Consultant for the City during the remainder of 2020, Contractor shall provide the following services ("Services"):

- 1) Provide review of plan reviews and staff reports on Planning and Zoning Commission agenda items;
- 2) Attend regular and special meetings of Council and/or Economic Development Committee meetings as requested by the Mayor;
- 3) Attend internal meetings to review and discuss pending items;
- 4) Meet with applicants, developers, builders, design professionals, and business owners as necessary to review and discuss development projects;
- 5) Oversee business expansion opportunities of Beachwood companies;
- 6) Interface with business development entities for purpose of encouraging new and increased business development in the City;
- 7) Serve as the City's liaison with businesses within the City to attract and encourage businesses to relocate and develop new facilities in Beachwood. Contractor is encouraged to schedule regular visits with existing businesses; and
- 8) Fulfill the duties and responsibilities of the Description of Duties for the position of Economic Development Consultant attached as Exhibit "A".

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 shall not begin any such work until a letter is submitted to the Mayor, with a copy to the Chairperson of any legislative body assigning such work, clearly defining the scope of the 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 the remainder of calendar year 2020, the City shall compensate the Consultant based upon a lump sum retainer fee 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 Dollars (\$100.00) per hour and/or at the City's option upon a negotiated and mutually agreeable fixed fee amount. Any special projects that will be billed hourly will have an estimate and/or not to exceed amount. For any Additional Services, Contractor must provide the City with a detailed invoice of said Services.
- 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. Such accounting shall include an itemization of time spent on City matters, and a description of the work performed.

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 documents or original plans, drawings, specifications, surveys, reports and other miscellaneous drawings shall be delivered to the City immediately upon completion.
- 3) This Contract shall be effective as of the date of the approved Ordinance 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 services hereunder. The Contractor shall be responsible for arranging any necessary workers' compensation coverage for himself, 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) Contractor shall furnish the City with evidence of general liability or other insurance as deemed necessary and to the satisfaction of the City's Law Director.

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 and its Council.

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 Contract by giving a thirty (30) day written notice to the other party.

JAMES B. HELLER

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 James B. Heller.

SIGNATURE

PRINTED NAME

TITLE

DATE

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

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

Section 1:

<u>For Supplies and Services</u>	<u>August 17, 2020</u>	<u>\$18,497.26</u>
GPD & Associates	Engineering Services	\$18,225.90
Paul Kowalczyk	Plan Review Services	\$271.36

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 17th day of August, 2020 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 18th day of August, 2020 and filed it with the Clerk.

Mayor

Summary of Engineering Invoices **August 17, 2020 Professional Service Ordinance**

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2020	2019	2018
								ENCUMBRANCES		
2020119.06-2	7/7/2020	\$6,952.50	\$0.00	\$6,952.50	Capital			X		
2019119.10-9	7/3/2020	\$6,766.50	\$0.00	\$6,766.50	Capital			X		
2018042.01-22	7/10/2020	\$350.40	\$0.00	\$350.40	Capital					X
2020119.08-2	7/3/2020	\$1,520.00	\$0.00	\$1,520.00	General			X		
2020119.01-5	7/3/2020	\$187.50	\$0.00	\$187.50	General			X		
2020119.03-3	7/3/2020	\$112.00	\$0.00	\$112.00	Deposits	Dominion Energy		X		
2020119.90-6	7/2/2020	\$763.00	\$0.00	\$763.00	General			X		
2019120.11-9	7/3/2020	\$1,462.00	\$0.00	\$1,462.00	Deposits	Land Design Consultants		X		
2019120.37-2	7/3/2020	\$112.00	\$0.00	\$112.00	Deposits	Sterling Lakes Building		X		
								X		

Total To Pay	<u>\$18,225.90</u>
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Total Capital Fund	\$14,069.40
Total General Fund	\$2,470.50
Total Deposits	\$1,686.00
Total Street Const. Mant.	\$0.00
Less: Billable Charges	<u>(\$1,686.00)</u>
Net Paid by City:	<u>\$16,539.90</u>



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

Invoice

City of Beachwood
Attn: Chris Arrietta
23355 Mercantile Road
Beachwood, OH 44122

July 10, 2020

Invoice No:

2018042.01 - 22

APPROVED FOR PAYMENT
BY: C. Arrietta
DATE: 7-22-20
P/O: 18-01043

Invoice Total \$3,503.98

Project 2018042.01

Beachwood - CUY-271/422-7.80/10.77 Part 1

Agreement #30858
Agreement PID 102011
P.O. #2018-01043 - \$59,111.11
Max Not to Exceed \$502,337.00

City Portion 10% - City Portion this Invoice \$350.40

Professional Services from May 30, 2020 to June 26, 2020

Task	151	Safety Study				
Professional Personnel						
			Hours	Rate	Amount	
		Delbel, Curtis	5.00	31.23	156.15	
		Dombrosky, Jr., David	3.00	15.30	45.90	
		Totals	8.00		202.05	
		Total Labor				202.05
Additional Fees						
		Overhead 1.8743			378.70	
		Cost of Money .98%			1.98	
		Net Fee (11% Based on 152.83% OH)			56.19	
		Total Additional Fees			436.87	436.87
				Total this Task		\$638.92

Task	251	IOS				
Professional Personnel						
			Hours	Rate	Amount	
		Ferrell, Brett	3.00	27.63	82.89	
		Totals	3.00		82.89	
		Total Labor				82.89
Additional Fees						
		Overhead 1.8743			155.36	
		Cost of Money .98%			.81	
		Net Fee (11% Based on 152.83% OH)			23.05	
		Total Additional Fees			179.22	179.22

Net 30 days.

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Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	22
Total this Task			\$262.11	

Task 252 Meetings & Oversight

Professional Personnel

	Hours	Rate	Amount
Westbrooks, Kevin	17.00	48.42	823.14
Totals	17.00		823.14
Total Labor			823.14

Additional Fees

Overhead 1.8743	1,542.81
Cost of Money .98%	8.07
Net Fee (11% Based on 152.83% OH)	228.93
Total Additional Fees	1,779.81

Total this Task \$2,602.95

Billing Limits

	Current	Prior	To-Date
Total Billings	3,503.98	469,844.63	473,348.61
Limit			502,337.00
Remaining			28,988.39

Total this Invoice \$3,503.98

Outstanding Invoices

Number	Date	Balance
19	4/1/2020	9,860.16
20	5/8/2020	10,742.88
21	6/4/2020	13,894.57
Total		34,497.61

Net 30 days.

Page 2

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Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	22
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Billing Backup

GPD Group

Invoice 22 Dated 7/10/2020

Thursday, July 2, 2020

1:32:59 PM

Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77 Part 1		
Task	151	Safety Study		

Professional Personnel

			Hours	Rate	Amount
01121	Deibel, Curtis	6/16/2020	3.00	31.23	93.69
01121	Deibel, Curtis	6/23/2020	2.00	31.23	62.46
01116	Dombrosky, Jr., David	6/11/2020	2.00	15.30	30.60
01116	Dombrosky, Jr., David	6/12/2020	1.00	15.30	15.30
	Totals		8.00		202.05
	Total Labor				202.05

Total this Task \$202.05

Task	251	IOS		
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Professional Personnel

			Hours	Rate	Amount
01257	Ferrell, Brett	6/1/2020	3.00	27.63	82.89
	Totals		3.00		82.89
	Total Labor				82.89

Total this Task \$82.89

Task	252	Meetings & Oversight		
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Professional Personnel

			Hours	Rate	Amount
01647	Westbrooks, Kevin	6/1/2020	4.00	48.42	193.68
01647	Westbrooks, Kevin	6/3/2020	4.00	48.42	193.68
01647	Westbrooks, Kevin	6/10/2020	4.00	48.42	193.68
01647	Westbrooks, Kevin	6/15/2020	4.00	48.42	193.68
01647	Westbrooks, Kevin	6/18/2020	1.00	48.42	48.42
	Totals		17.00		823.14
	Total Labor				823.14

Total this Task \$823.14

Total this Project \$1,108.08

Total this Report \$1,108.08

Net 30 days.

Page 3

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

Invoice

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

APPROVED FOR PAYMENT
BY: *[Signature]*
DATE: *7-14-2020*
P/O: *2020-00899*

July 3, 2020
Invoice No:

2019119.10 - 9

Invoice Total \$6,766.50 *[Signature]*

Project 2019119.10 Beachwood - 2020 Road Improvement Program

Service Dept.

P.O.#2020-00899 \$77,500.00

Professional Services from May 30, 2020 to June 26, 2020

Task 100 Design-Resurfacing and Patching Program

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.50	109.00	163.50
Totals	1.50		163.50
Total Labor			163.50
Total this Task			\$163.50

Task 200 Construction Admin / Inspection

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	18.00	109.00	1,962.00
Fini, Nicholas	2.00	109.00	218.00
Design Engineer			
Stonitsch, Erik	12.00	94.00	1,128.00
Inspector			
Maleski, Theodore	29.00	56.00	1,624.00
Orosz, Richard	13.50	56.00	756.00
Parker, Richard	15.00	56.00	840.00
Inspector Coordinator			
Hollo, Gary	1.00	75.00	75.00
Totals	90.50		6,603.00
Total Labor			6,603.00
Total this Task			\$6,603.00

Net 30 days.

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Project	2019119.10	Beachwood -2020 Road Improvement Program	Invoice	9
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Billing Limits	Current	Prior	To-Date
Total Billings	6,766.50	48,350.50	55,117.00
Limit			77,500.00
Remaining			22,383.00
Total this Invoice			<u>\$6,766.50</u>

Outstanding Invoices

Number	Date	Balance
8	6/5/2020	545.00
Total		545.00

Billings to Date

	Current	Prior	Total
Labor	6,766.50	48,350.50	55,117.00
Totals	6,766.50	48,350.50	55,117.00

Net 30 days.

Page 2

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

Invoice

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

Land Design Consultants
#2019-35259

July 3, 2020

Invoice No: 2019120.11 - 9

Invoice Total	\$1,462.00
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Project 2019120.11 Beachwood - The Goddard School

Building Dept.

P.O.#2019-35259

Max Not to Exceed \$10,000.00

Professional Services from May 30, 2020 to June 26, 2020

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount
Design Engineer			
Stonitsch, Erik	8.00	94.00	752.00
Inspector			
Maleski, Theodore	7.00	56.00	392.00
Musawwir, Habib	3.00	56.00	168.00
Inspector Coordinator			
Hollo, Gary	2.00	75.00	150.00
Totals	20.00		1,462.00
Total Labor			1,462.00

Total this Task \$1,462.00

Total this Invoice \$1,462.00

Outstanding Invoices

Number	Date	Balance
8	6/5/2020	3,191.00
Total		3,191.00

Billings to Date

	Current	Prior	Total
Labor	1,462.00	7,819.75	9,281.75
Totals	1,462.00	7,819.75	9,281.75

APPROVED FOR PAYMENT

BY: WJG

DATE: 7-14-2020

NO: 783-800-53130

Net 30 days.

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

Invoice

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

Sterling Lakes Building
#2019-34750

July 3, 2020
 Invoice No:

2019120.37 - 2

Invoice Total \$112.00

Project 2019120.37 Beachwood - 25761 Hurlingham - New House
 Building Dept.

Professional Services from May 30, 2020 to June 26, 2020

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	214.00	326.00
Totals	112.00	214.00	326.00

APPROVED FOR PAYMENT

BY: Wet
 DATE: 7-14-2020
 # 783-000-53130

Net 30 days.

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

Invoice

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

July 3, 2020

Invoice No:

2020119.01 - 5

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: 7-14-2020
 P/O: 2020-00139

Invoice Total \$187.50

Project 2020119.01 Beachwood - General Engineering

Service Dept.

Professional Services from May 30, 2020 to June 26, 2020

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

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	109.00	109.00
Meeting on backyard drainage with the Mayor.			
Senior Designer			
Weissberg, Carl	.50	78.50	39.25
Weissberg, Carl	.50	78.50	39.25
Bryden Rd RW width search.			
Totals	2.00		187.50
Total Labor			187.50

Total this Task \$187.50

Total this Invoice \$187.50

Outstanding Invoices

Number	Date	Balance
4	6/5/2020	718.00
Total		718.00

Billings to Date

	Current	Prior	Total
Labor	187.50	6,486.00	6,673.50
Totals	187.50	6,486.00	6,673.50

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

Invoice

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

*B.V.
 Dominion Energy
 #20783001*

July 3, 2020
 Invoice No: 2020119.03 - 3

Invoice Total \$112.00

Project 2020119.03 Beachwood - PIR 2855 - Dominion Belvoir / Farnsleigh

Service Dept.

Professional Services from May 30, 2020 to June 26, 2020

Task 100 Construction Inspection

Professional Personnel

		Hours	Rate	Amount	
Inspector					
Musawwir, Habib	6/5/2020	2.00	56.00	112.00	
Totals		2.00		112.00	
Total Labor					112.00
			Total this Task		\$112.00
			Total this Invoice		\$112.00

Billings to Date

	Current	Prior	Total
Labor	112.00	4,499.00	4,611.00
Totals	112.00	4,499.00	4,611.00

APPROVED FOR PAYMENT

BY: WT
 DATE: 7-14-2020
 # 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

Invoice

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

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: *7-13-2020*
 P/O: *2020-01164*

July 7, 2020

Invoice No:

2020119.06 - 2

Invoice Total \$6,952.50

Project 2020119.06 Beachwood - Glenhill Storm Sewer
 P.O. #2020-01164
 Max Not to Exceed \$54,416.00
Professional Services from May 30, 2020 to June 26, 2020

Task 001 Metering Coordination & Management

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	109.00	218.00
Senior Engineer			
DiCesare, David	1.50	100.00	150.00
Totals	3.50		368.00
Total Labor			368.00

Reimbursable Expenses

Other Reimbursable Exp.			
5/28/2020 AECOM	Prof. Services	6,090.00	
Total Reimbursables		6,090.00	6,090.00
Total this Task			\$6,458.00

Task 003 Alternatives Analysis

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Hewitt, James	.50	109.00	54.50
Eng./Arch. Intern/Coop			
Baker, Lexsis	8.00	55.00	440.00
Totals	8.50		494.50
Total Labor			494.50
Total this Task			\$494.50

Billing Limits

	Current	Prior	To-Date
Total Billings	6,952.50	6,238.00	13,190.50
Limit			54,416.00

Net 30 days.

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Project	2020119.06	Beachwood - Glenhill Storm Sewer	Invoice	2
Remaining			41,225.50	
			Total this Invoice	<u>\$6,952.50</u>

Outstanding Invoices

Number	Date	Balance
1	6/9/2020	6,238.00
Total		6,238.00

Net 30 days.

Page 2

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

Invoice

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

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: *7-14-2020*
 P/O: *2020-00139*
OK to Pay C.V.

July 3, 2020
 Invoice No:

2020119.08 - 2

Invoice Total \$1,520.00

Project 2020119.08 Beachwood - Dead Tree Surveys

P.O. #2020-01164

Max Not to Exceed \$6,000.00

Professional Services from May 30, 2020 to June 26, 2020

Task 171 25416/25410 Bryden Road

Professional Personnel

	Hours	Rate	Amount	
Sr. Survey Technician				
Novak, Rick	3.00	65.00	195.00	
Eng./Arch. Intern/Coop				
Baker, Lexxis	.50	55.00	27.50	
Totals	3.50		222.50	
Total Labor				222.50
			Total this Task	\$222.50

Task 172 25416/25422 Bryden Road

Professional Personnel

	Hours	Rate	Amount	
Sr. Survey Technician				
Novak, Rick	3.00	65.00	195.00	
Eng./Arch. Intern/Coop				
Baker, Lexxis	.50	55.00	27.50	
Totals	3.50		222.50	
Total Labor				222.50
			Total this Task	\$222.50

Task 173 2127 Cedar Road

Professional Personnel

	Hours	Rate	Amount
Sr. Survey Technician			
Novak, Rick	4.00	65.00	260.00

Net 30 days.

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Project	2020119.08	Beachwood - Dead Tree Surveys	Invoice	2
Eng./Arch. Intern/Coop				
Baker, Lexsis		1.00	55.00	55.00
Totals		5.00		315.00
Total Labor				315.00
			Total this Task	\$315.00

Task	174	24125 Woodside / 24545 Bryden		
Professional Personnel				
		Hours	Rate	Amount
Sr. Survey Technician				
Novak, Rick		4.00	65.00	260.00
Eng./Arch. Intern/Coop				
Baker, Lexsis		1.00	55.00	55.00
Totals		5.00		315.00
Total Labor				315.00
			Total this Task	\$315.00

Task	175	24869/24921 Maidstone		
Professional Personnel				
		Hours	Rate	Amount
Sr. Survey Technician				
Novak, Rick		6.00	65.00	390.00
Eng./Arch. Intern/Coop				
Baker, Lexsis		1.00	55.00	55.00
Totals		7.00		445.00
Total Labor				445.00
			Total this Task	\$445.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,520.00	520.00	2,040.00
Limit			6,000.00
Remaining			3,960.00
		Total this Invoice	\$1,520.00

Outstanding Invoices			
Number	Date	Balance	
1	6/5/2020	520.00	
Total		520.00	



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

Invoice

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

July 2, 2020

Invoice No:

2020119.90 - 6

Invoice Total	\$763.00
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Project 2020119.90 Beachwood - 2020 Traffic Engineering

P.O. #2020-00138-001

Max Not to Exceed \$36,000.00

Professional Services from May 30, 2020 to June 26, 2020

Task 055 May Signal Management

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Gillespie, Ryan	4.00	109.00	436.00
Totals	4.00		436.00
Total Labor			436.00
Total this Task			\$436.00

Task 056 June Signal Management

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Gillespie, Ryan	3.00	109.00	327.00
Totals	3.00		327.00
Total Labor			327.00
Total this Task			\$327.00

Billing Limits

	Current	Prior	To-Date
Total Billings	763.00	12,158.00	12,921.00
Limit			36,000.00
Remaining			23,079.00
Total this Invoice			\$763.00

Outstanding Invoices

Number	Date	Balance
5	6/12/2020	2,554.00
Total		2,554.00

Net 30 days.

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 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

July 1, 2020

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

RE: Building Department Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of June 2020 \$271.36
(See attached sheet for breakdown)

Total amount due

Two Hundred Seventy-One Dollars and Thirty-Six Cents \$271.36

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



Paul Kowalczyk, MPE #798

APPROVED FOR PAYMENT

BY: Will Evans

DATE: 7/8/20

P/O: _____

**City of Beachwood
Plan Examination Services
June 2020 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2020-36785	BW20-21.1 6/2/20	Symbria RX 23350 Mercantile Road Interior Alterations – 2 nd submission	30 min.	\$41.75
2020-37044	BW20-23 6/17/20	Sable 3781 South Green Road Interior Alterations	1 hour	\$83.50
2020-37044	BW20-23.1 6/21/20	Sable 3781 South Green Road Interior Alterations	30 min.	\$41.75
2020-37101	BW20-24 6/24/20	LaPlace Garage 2101 Richmond Road Temporary Shoring	45 min.	\$62.61
2020-37044	BW20-23.2 6/25/20	Sable 3781 South Green Road Interior Alterations	30 min.	\$41.75
Total:				\$271.36

Paul Kowalczyk, MPE #798

INTRODUCED BY:

ORDINANCE NO. 2020-103

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE COST OF ABATING NUISANCES AT CERTAIN PROPERTIES WITHIN THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to BCO Section 660.20, the Public Works Director and Building Commissioner have declared certain properties, as more fully described on the attached assessment list, to be nuisances; and

WHEREAS, by previous written notice, the City ordered the violations to be corrected; and

WHEREAS, the property owners failed to correct the violations; and

WHEREAS, the Public Works Director and Building Commissioner have abated the nuisance properties.

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

Section 1: Pursuant to BCO Section 660.20, the Finance Director is hereby authorized to levy special assessments for the cost of abating said nuisances, as per the certification list, which is attached hereto and incorporated herein as Exhibit "A" and Exhibit "B".

Section 2: The Clerk of Council shall deliver a certified copy of this Ordinance to the County Auditor within twenty (20) days after passage.

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

Section 4: This Ordinance is hereby declared to be an urgent measure immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that the assessments may be levied and placed on the tax duplicate on the earliest possible date; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2020-103

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 17th day of August, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18th day of August, 2020.

Clerk

Approval: I have approved this legislation this 18th day of August, 2020 and filed it with the Clerk.

Mayor

City of Beachwood

Lawn Abatement Assessment - 2020

Total number of Parcels being Certified = 20

<u>Parcel Number</u>	<u>Amount</u>
741-02-012	\$ 200.00
741-03-001	\$ 100.00
741-04-086	\$ 100.00
741-05-112	\$ 300.00
741-06-037	\$ 100.00
741-10-047	\$ 100.00
741-10-050	\$ 100.00
741-11-026	\$ 100.00
741-12-021	\$ 100.00
741-14-030	\$ 100.00
741-15-011	\$ 100.00
741-16-067	\$ 100.00
741-16-068	\$ 100.00
741-16-069	\$ 100.00
741-17-015	\$ 100.00
742-08-054	\$ 100.00
742-11-007	\$ 200.00
742-25-029	\$ 100.00
742-27-016	\$ 100.00
742-27-018	\$ 200.00
Total	\$ 2,500.00

City of Beachwood**Rental Occupancy Assessment - 2020****Total number of Parcels being Certified = 1**

<u>Parcel Number</u>	<u>Amount</u>
742-32-001	\$ 600.00
Total	<u>\$ 600.00</u>

TO THE FISCAL OFFICER OF CUYAHOGA COUNTY:

THE FOLLOWING LIST OF SPECIAL ASSESSMENT CHARGES HAVE BEEN CONFIRMED BY THE COUNCIL OF

_____ City of Beachwood _____	FOR _____ Rental Property Non-Compliance _____
MUNICIPALITY	TYPE OF ASSESSMENT

AND IS HEREBY CERTIFIED FOR COLLECTION FOR COLLECTION(S) IN ____1____ ANNUAL INSTALLMENT(S) TO BE

COLLECTED FOR THE TAX YEAR(S) 2020

ORD / RES NO: __2020-103____

SIGNATURE OF FINANCE DIRECTOR _____ DATE _____

FOR FISCAL OFFICE USE ONLY:

DATE ENTERED _____ DATE SENT TO IT _____ DATE RETURNED FROM IT _____ DATE IMPORTED TO MVP _____ DATE VALIDATED _____

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Chris Arrietta, Public Works Director
DATE: 7/24/2020
SUBJECT: Agreement for Solid Waste Disposal and Recycling Processing Services

Mayor,

With your permission, I would like to place the agreement for Solid Waste and Recycling disposal on the next council agenda. As you know, Beachwood is a member of the Cuyahoga County Solid Waste District Consortium which allows us to combine our efforts with 10 surrounding communities to secure the best price through the competitive bidding process. With our current contract set to expire on September 1st, the County Solid Waste district recently bid out a 2 year deal with a 2 year option. Kimble secured the best and lowest bid for both solid waste and recycling with a price of \$41.86 a ton for solid waste and \$55.00 a ton for recycling for the first year. Prices for the remainder of the contract are attached on a spread sheet for your review.

Chris Arrietta

TB Solid Waste Disposal and Recycling Processing Services -Bid Opening 6/26/2

Solid Waste Disposal Services				
Bidder	Yr 1 Price/ton	Yr 2 Price/ton	Option Yr 1 Price/Ton	Option Yr 2 Price/Ton
Kimble	\$ 43.46	\$ 44.76	\$ 46.61	\$ 48.45
Republic/BFI	\$ 40.00	\$ 41.20	\$ 42.44	\$ 44.21
Rumpke	\$ 50.00	\$ 50.00	\$ 51.25	\$ 52.35
WMI	\$ 44.95	\$ 47.20	\$ 49.56	\$ 52.04
Recycling Processing Services (loose materials)				
Bidder	Yr 1 Price/ton	Yr 2 Price/ton	Option Yr 1 Price/Ton	Option Yr 2 Price/Ton
Kimble	\$ 69.00	\$ 71.07	\$ 73.20	\$ 76.13
Republic/BFI	no bid	no bid	no bid	no bid
Rumpke	\$ 120.00	\$ 120.00	\$ 123.00	\$ 126.08
WMI	no bid	no bid	no bid	no bid
COMBINED PRICE - Solid Waste Disposal Services				
Bidder	Yr 1 Price/ton	Yr 2 Price/ton	Option Yr 1 Price/Ton	Option Yr 2 Price/Ton
Kimble	\$ 41.86	\$ 43.12	\$ 44.91	\$ 46.69
Republic/BFI	\$ 40.00	\$ 41.20	\$ 42.44	\$ 44.21
Rumpke	\$ 120.00	\$ 120.00	\$ 123.00	\$ 126.08
WMI	no discount			

AN ORDINANCE ACCEPTING A CERTAIN BID FROM KIMBLE COMPANY FOR THE TRANSFER AND DISPOSAL OF SOLID WASTE SERVICES AND THE PROCESSING OF RECYCLABLE MATERIALS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Ordinance Nos. 2020-74 & 2020-75, authorized the City of Beachwood, Ohio to participate in a Consortium for recycling processing services and transfer and disposal of solid waste generated within the participating communities; and

WHEREAS, on behalf of the participants in the Consortium, the Cuyahoga County Solid Waste District published on May 31, 2020 and June 3, 2020 in the Plain Dealer, an invitation to bid for the required recycling processing services and solid waste transfer and disposal services; and

WHEREAS, on June 26, 2020 bids were received from four (4) companies; and

WHEREAS, on July 14, 2020, staff from the communities participating in the Consortium met to review the bids and unanimously recommended that the Consortium award the Contract for the required recycling processing services and solid waste transfer and disposal services to Kimble Company as the lowest and best bidder.

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

Section 1: Council hereby approves and accepts the bid of Kimble Company as the lowest and best bidder to provide recycling processing services and solid waste transfer and disposal services as outlined in the Agreement for Solid Waste Disposal and Recycling Processing Services a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 2: Council further authorizes the Mayor to enter into an Agreement with Kimble Company for Solid Waste Transfer and Disposal Services and Recycling Processing Services for the City of Beachwood, Ohio.

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

Section 4: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that this Ordinance is required to be immediately effective to allow the City to continue to provide for the services herein referred to without interruption; 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 17th day of August, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18th day of August, 2020.

Clerk

Approval: I have approved this legislation this 18th day of August, 2020, and filed it with the Clerk.

Mayor

**AGREEMENT FOR SOLID WASTE DISPOSAL
AND RECYCLING PROCESSING SERVICES**

THIS AGREEMENT for the disposal of Solid Waste and for the processing of Recyclable Materials collected by the City of Beachwood is entered into by and between the City of Beachwood, a municipal corporation in the County of Cuyahoga, State of Ohio (the “City”) and Kimble Company (the “Contractor”).

W I T N E S S E T H

WHEREAS, pursuant to Ordinance/Resolution No. [REDACTED], the City is authorized to participate in a municipal consortium to obtain bids for Solid Waste Disposal and Recycling Processing Services and the Cuyahoga County Solid Waste District was authorized to issue an Invitation to Bid on behalf of the Consortium; and,

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on May 31, 2020 and June 3, 2020 and the evaluation of the Bids, the Consortium selected the Contractor as the Successful Contractor and recommended that each Consortium Community enter into an agreement for Solid Waste Disposal and Recycling Processing Services with the Contractor; and,

WHEREAS, the City has considered the Bids and recommendation of the Consortium; and, the City, pursuant to Ordinance/Resolution No. [REDACTED], approved the Contract and authorized the Mayor to execute the Contract by and on behalf of the City and the City has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

ARTICLE I: DEFINITIONS

The capitalized terms used herein are defined in **Exhibit B: Definitions**.

ARTICLE II: TERM AND RENEWAL TERMS

This Contract shall be effective on October 1, 2020 and shall terminate on September 30, 2022. Following the initial term of the Contract, the City may, by mutual agreement, renew and extend the Contract for two consecutive one-year terms ending on September 30, 2023 and September 30, 2024, respectively. The City shall provide written notice to the Contractor of the City’s desire to renew and extend this Contract on or before May 1, 2022 and May 1, 2023, respectively, and the Contractor shall provide written consent to the City to renew and extend the Contract on or before June 1, 2022 and June 1, 2023, respectively.

ARTICLE III: STATEMENT OF WORK

During the Term, the Contractor will perform the services set forth in this Article III and also set forth in the Invitation to Bid and the Contractor’s Bid, which are incorporated herein by reference, including, but not limited to, the provision of all labor, materials, equipment, management, facilities, record keeping, and billing related to the provision of services. The Contractor agrees to perform all services hereunder in a safe and workmanlike manner, and in full compliance with all applicable laws, regulations, and ordinances of any federal, state or local governmental entity. The Contractor represents and warrants that the all facilities used in the performance of this Contract are, and shall remain, properly permitted, licensed and available to the City.

1. Solid Waste Transfer and Disposal Services

- a. Receipt of Solid Waste. The Contractor shall receive all Solid Waste delivered by the City to the Kimble Transfer and Recycling Facility, located at 8500 Chamberlain Road, Twinsburg, Ohio 44087 and upon such acceptance, shall transfer title of the Solid Waste to the Contractor. Notwithstanding anything to the contrary in this Agreement, Contractor does not accept title or liability for hazardous, radioactive, infectious waste or any materials containing such prohibited materials. The Contractor must receive the City vehicles in such a manner so as to allow the vehicles to unload and return to service in a timely fashion. The Contractor must weigh all Solid Waste delivered and provide either an electronic ticket or a weight ticket to the driver of the City vehicle.
- b. Receipt of Street Sweepings & Catch Basin Debris. The Contractor shall receive all Street Sweepings and Catch Basin Debris delivered by the City to the Solid Waste Transfer Station and upon acceptance, shall transfer title of the Street Sweepings and Catch Basin Debris to the Contractor. Such receipt is contingent upon the City complying with all special requirements or arrangements related to the receipt and/or disposal of Street Sweepings and Catch Basin Debris required by the Contractor as described in its Bid. City shall supply Contractor with appropriate waste profile sheets indicating the street sweepings are appropriate to be placed in Contractor's non-hazardous solid waste landfill as more particularly specified in Bid Form 3.
- c. Transfer Station Hours. The Kimble Transfer and Recycling Facility shall be open to receive deliveries from 7:00 a.m. to 5:00 p.m. Monday through Friday, and 7:00 a.m. to 11:00 p.m. on Saturdays, excluding holidays.
- d. Landfill. The Contractor shall transport all Solid Waste delivered by the City from its Transfer Station to the Kimble Sanitary Landfill located at 3596 State Route 39 NW, Dover, Ohio, 44622, for final disposal. The Contractor shall pay all charges, costs, fees and expenses incurred for the transfer and disposal of Solid Waste, subject to Article IV, Paragraphs 1 and 5 herein as more particularly detailed in Contractor's Bid Form 4.

2. Recycling Processing Services

- a. Receipt of Recyclable Materials. The Contractor shall receive all Recyclable Materials delivered by the City to the Kimble Transfer and Recycling Facility and upon acceptance, shall transfer title of the Recyclable Materials to the Contractor. The Contractor must receive the City vehicles in such a manner so as to allow the vehicles to unload and return to service in a timely fashion. The Contractor must weigh all Recyclable Materials delivered and provide either an electronic ticket or a weight ticket to the driver of the City vehicle.
- b. Material Recovery Facility (MRF). The Contractor shall utilize its Material Recovery Facility, located at 8500 Chamberlain Road, Twinsburg, Ohio 44087 for the processing of Recyclable Materials delivered by the City. This facility shall be open to receive deliveries from 7:00 a.m. to 5:00 p.m. Monday through Friday and 7:00 a.m. to 11:00 p.m. on Saturdays, excluding holidays.
- c. Recyclable Materials. Acceptable Recyclable Materials include mixed paper, cardboard, cartons, metal and bi-metal cans, and glass and plastic bottles, jars and jugs.
- d. Recycling Processing Services. The Contractor shall provide all facilities, equipment, labor, expertise and management needed to process and market the Recyclables delivered by the City. The Contractor shall ensure that all Recyclable Materials received from the City are Recycled except for those materials that are rejected due to contamination or grading requirements. The Contractor shall sort and prepare the Recyclables for sale to recycling markets and transport to end-users. The Contractor must have established relationships with recycling markets that are sufficient to ensure that the Recyclable Materials delivered by the City are Recycled during all market conditions. On an annual basis, the

Contractor must identify the companies to which they sell the Recyclables and provide verifiable information that the Recyclable Materials delivered to the Contractor by the City are being continuously delivered to a recycling market as more particularly detailed in Contractor's Bid Form 4.

- e. Recycling Terms and Conditions. The Contractor may inspect each load delivered by the City for excessive contamination or quality issues. Excessive contamination is defined as any load containing more than 22% of unacceptable or non-Recyclable Materials. The Contractor is not required to accept loads containing excessive contamination and will utilize the process described in Contractor's Bid Form 4 and Bid Form 9: Recycling Terms and Conditions to identify and manage these loads.
- f. Recycling Composition Analysis. At the request of the City or the Consortium, the Contractor shall perform a composition analysis of a representative sample of the materials delivered by the City or the Consortium for the purpose of determining contamination levels and Recyclable Material percentages. This shall be required no more than once annually during the Term. If requested, the analysis would be performed at the Contractor's expense and according to a mutually agreed upon procedure.

3. Container Services

Upon request by the City, the Contractor shall provide container rental and hauling services to collect Solid Waste, Fiber (OCC and Mixed Paper) and/or Street Sweepings and Catch Basin Debris. The Contractor shall provide the containers and must pick up and replace the containers within 24 hours of receiving a pick-up request from the City.

ARTICLE IV: STATEMENTS, PAYMENTS AND INVOICES

1. Compensation

During the Term, the City agrees to pay the Contractor the amounts as set forth in **Exhibit A: Price Sheet**, and in Contractor's **Bid Form 9**, which includes all direct and indirect costs related to Solid Waste Transfer and Disposal, Recycling Processing and Container Services, and all Governmental Fees applicable in the State of Ohio, subject to Article IV, Paragraph 5 herein.

2. Record Keeping – Monthly and Annual Report

During the term of this Contract, the Contractor shall send to the City, a statement documenting the tonnage of Solid Waste and the tonnage of Recyclables received from the City during the previous month. This statement must be submitted with the monthly invoice to the City. The Contractor shall also submit a year-end annual report. The year-end report will be due within 30-days after the end of the reporting year and include a month by month accounting of the tonnage of Solid Waste and Recyclable Materials delivered to the Transfer Station.

3. Billing Service and Payment

The Contractor will invoice the City for services rendered within ten (10) days following the end of the month. The invoice will be sent to City Hall at the attention of the Finance Department.

4. Fuel Adjustments

The Contractor will not apply a Fuel Price Adjustment at any time during the term of this Contract.

5. Permissible Pass Through Fees

Any and all Governmental Fee increases incurred for disposal of Solid Waste at a licensed Solid Waste Disposal Facility may be passed on by the Contractor to the City with the exception of the County Solid Waste District's generation fee increase of \$0.50 per ton which begins on January 1, 2023. This increase is already included in the Contractor's pricing. Additionally, any increase in cost of disposal due to any rule or regulation prohibiting use of the Kimble Sanitary Landfill and Contractor's transfer station, e.g. flow control,

shall be passed onto the City on a dollar for dollar basis. The Contractor shall give the City as much notice as is practicable before adjusting for Governmental Fee modifications.

ARTICLE V - PERFORMANCE BOND AND INSURANCE

1. Performance Bond.

Within ten (10) days after receiving the Notice of Award, the Contractor after receiving a Notice of Award, will furnish a Performance Bond in the amount equal to 100% of the estimated first year contract price, as set forth in Exhibit A, executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. Such Performance Bond or other acceptable security shall be attached hereto as **Exhibit E**. The Performance Bond will be issued annually for each contract year during the Term. The entire cost of the bond(s) will be paid for by the Contractor.

2. Insurance.

The Contractor will at all times during the Contract maintain in full force and effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the City, and Contractor will furnish the City certificates of insurance or other evidence satisfactory to the City evidencing the required insurance has been procured and is in force. Contractor will, upon written request from the City, provide the City with original copies of the policies and all endorsements to any such policies.

The City and its council members, officers, representatives, agents, and employees will be additional insureds on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City, which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverages provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

Insurance Coverage Requirements Minimum limits of liability, terms and coverage	
Coverage	
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident

	\$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.

3. Workers' Compensation Coverage.

Prior to commencing work under this Contract, the Contractor shall furnish to the City satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Contract. Such proof must be included as **Exhibit C**. The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis when such proof expires. The Contractor shall hold the City free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Contract.

ARTICLE VI - INDEMNIFICATION

1. General Indemnity.

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Indemnatee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the services under this Contract, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Contract.

2. Environmental Indemnity.

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including

those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Indemnatee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Contract.

3. Indemnity Not Limited.

In any and all claims against the City, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance.

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the services pursuant to this Contract, declare the Contractor is in default of its obligations under this Contract or take such action the City deems necessary to assure that the services will be available to the City.

2. Breach of Contract; Termination.

Upon the material failure of the Contractor to comply with the terms or conditions of this Contract, the City may terminate the Contract in the following manner: The City shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Contract. The Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure(s) identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the services, the City may terminate this Contract. Any such termination shall not take effect until the City is able to secure alternate or substitute performance. The City may commence the process to obtain an alternate or substitute service provider for the services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City, in the exercise of the reasonable discretion of the City.

3. Surety or City Cover in the Event of a Material Failure.

In the event of termination, the Contractor's surety, as required by Article V, Paragraph 1 herein, shall have the right to take over and perform under the Contract. However, if the surety does not commence performance, the City shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to provide or obtain cover, the effective termination date may be delayed by the City until the City completes the process of obtaining a substitute

service provider of the services. In such event, the Contractor shall continue to perform its responsibilities under this Contract until the effective date of termination. Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the services. A bona fide complaint is a complaint that the City has investigated and determined represents failures of the Contractor to provide the required services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City income taxes.

4. Termination for Change of Control of Contractor.

The award of this Contract is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Contract, the Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Contract upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Contract until such time as the City is able to obtain alternate or substitute service.

5. Force Majeure.

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a Party required to perform, including without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.

ARTICLE VIII. MISCELLANEOUS

1. Entire Agreement

This Contract, the Invitation to Bid, Contractor's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Contract may be modified or amended only by a writing signed by both parties.

2. Communications and Notices

The City shall communicate directly with Mr. Don Johnson or his designee, and at his direction, shall consult with the personnel of the Contractor or other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

The Contractor shall communicate directly with the City Service Director or his/her designee, and at his/her direction, with the personnel of the City and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

Any notices or reports required by this Contract shall be in writing and sent by the City and the Contractor in the United States mail to the address below:

As to the City:

Chris Vild
City of Beachwood
23355 Mercantile Road Beachwood, OH 44122
(216) 292-1922
Chris.vild@beachwoodohio.com

As to the Contractor:

Don Johnson
Kimble Transfer & Recycling
3596 State Route 39, NW, Dover, OH 44622
(330) 343- 1226
djohnson@kimblecompanies.com

With a copy to:

Kimble Recycling & Disposal, Inc.
Attn: Legal Department
3596 State Route 39, NW
Dover, OH 44622

3. Waiver

No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Contract by the City or the Contractor will be effective unless in writing signed by the City and the Contractor.

4. Applicable Law

This Contract will be governed by, and construed in accordance with, the laws of the State of Ohio.

5. Optional Opt-In

Additional Cities/Villages located within the Solid Waste Management District may “opt in” at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

6. Unenforceable Provision

If any provision of this Contract is in any way unenforceable, such provision will be deemed stricken from this Contract and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

7. Binding Effect

This Contract will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor’s rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

8. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Contract to anyone other than the City or the Contractor and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City or the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

CITY OF BEACHWOOD

_____	_____
Name	Title

_____	_____
Signature	Date

Approved by City Attorney or Village Law Director

_____	_____
Signature	Date

KIMBLE COMPANY

_____	_____
Name	Title

_____	_____
Signature	Date

EXHIBIT A: PRICE SHEET

Solid Waste Disposal Services	
Price per ton to be charged for the transfer and disposal of solid waste including all waste disposal fees and all local, county and state fees, and environment fees.	
Contract Year	Price
Year 1: 10/1/20 – 9/30/21	\$41.86
Year 2: 10/1/21 – 9/30/22	\$43.12
Option Year 1: 10/1/22 – 9/30/23	\$44.91
Option Year 2: 10/1/23 – 9/30/24	\$46.69

Recycling Processing Services*	
Price per ton to be charged for the processing of recyclables at the MRF.	
Contract Year	Price per ton
Year 1: 10/1/20 – 9/30/21	\$55.00
Year 2: 10/1/21 – 9/30/22	\$56.65
Option Year 1: 10/1/22 – 9/30/23	\$58.35
Option Year 2: 10/1/23 – 9/30/24	\$60.68

*Any loads with excessive contamination may be disposed as solid waste at the rates shown for container services for solid waste as more particularly specified in Contractor's Bid.

Container Services for Solid Waste				
	10-yard	20-yard	40-yard	
Container Rental Fee	\$62.50 / mo.	\$62.50 / mo.	\$62.50 / mo.	
	Price per pull	Price per pull	Price per pull	Price per ton
Year 1: 10/1/20 – 9/30/21	\$287.00	\$287.00	\$287.00	\$43.46
Year 2: 10/1/21 – 9/30/22	\$296.00	\$296.00	\$296.00	\$44.76
Option Year 1: 10/1/22 – 9/30/23	\$305.00	\$305.00	\$305.00	\$46.61
Option Year 2: 10/1/23 – 9/30/24	\$317.00	\$317.00	\$317.00	\$48.45

Container Services for OCC and Mixed Paper Recycling					
	10-yard	20-yard	40-yard		
Container Rental Fee	\$62.50 / mo.	\$62.50 / mo.	\$62.50 / mo.		
	Price Per pull	Price per pull	Price per pull	Price per ton	
Year 1: 10/1/20 – 9/30/21	\$287.00	\$287.00	\$287.00	<u>Mixed Paper ** OCC</u> \$38.00	\$0.00
Year 2: 10/1/21 – 9/30/22	\$296.00	\$296.00	\$296.00	\$38.00	\$0.00
Option Year 1: 10/1/22 – 9/30/23	\$305.00	\$305.00	\$305.00	\$38.00	\$0.00
Option Year 2: 10/1/23 – 9/30/24	\$317.00	\$317.00	\$317.00	\$38.00	\$0.00

****Includes mixed paper and mixed paper with OCC.**

Container Services for Street Sweepings and Catch Basin Debris (Note, the price per ton would also apply to cities delivering this debris to the transfer station)				
	10-yard	20-yard	30-yard	
Container Rental Fee	\$62.50 / mo.	\$62.50 / mo.	\$62.50 / mo.	
	Price per pull	Price per pull	Price per pull	Price per ton
Year 1: 10/1/20 – 9/30/21	\$287.00	\$287.00	\$287.00	\$45.46
Year 2: 10/1/21 – 9/30/22	\$296.00	\$296.00	\$296.00	\$46.82
Option Year 1: 10/1/22 – 9/30/23	\$305.00	\$305.00	\$305.00	\$48.73
Option Year 2: 10/1/23 – 9/30/24	\$317.00	\$317.00	\$317.00	\$50.66

EXHIBIT B: DEFINITIONS

“Bid” means a proposal submitted to the Consortium in response to the Invitation to Bid as described herein and all attachments thereto including the June 26, 2020 cover letter.

“Bid Attachment” means the supplemental information required by the Consortium to be submitted with the Bid Forms.

“Bid Bond” means a bond issued in the name of each individual Consortium Community in the amount of \$2,000 guaranteeing that if the Bid is accepted, a Contract will be entered into by the Bidder and each Community.

“Bidder” means a person, partnership, joint venture or corporation submitting a Bid to the Consortium in response to the Invitation to Bid to provide Solid Waste Disposal and Recycling Processing Services.

“Bid Documents” means the documents prepared and furnished by the District on behalf of the Consortium. To be used in the submission of all Bids. Bid Documents include the Legal Notice, Instructions to Bidders, Form of Contract, Bid Forms and all attachments thereto.

“Bid Form” means the forms provided by the Consortium in the Bid Documents on which all Bids must be submitted.

“Catch Basin Debris” means the solid fraction of materials, consisting primarily of soil, rocks, asphalt, vegetative matter and small amounts of Solid Waste, collected in settling structures designed to receive storm water runoff from roads. Catch Basin Debris may also contain small amounts of Solid Waste discarded along roads.

“City” means the Contracting Community.

“Consortium” and **“Consortium Communities”** means the Cities and Villages participating in the Invitation to Bid that have passed resolutions authorizing participation.

“Consortium Resolutions” means the resolutions of the legislative bodies of the Contracting Communities authorizing participation in the Consortium.

“Contract” means the agreement entered into by and between the Successful Contractor and the Contracting Community.

“Contracting Community” means the Consortium Community that enters into an agreement with the Successful Contractor.

“Contractor” means a person, partnership, joint venture or corporation that will provide the Solid Waste Disposal and/or Recycling Processing Services.

“District”, “District Offices” and “Solid Waste District” means the Cuyahoga County Solid Waste District with offices located at 4750 East 131 Street, Garfield Heights, OH 44105.

“Governmental Fees” means all federal, state and local fees, taxes and assessments upon the transfer and disposal of Solid Waste.

“Hazardous Waste” means waste defined as, or of a character or in sufficient quantity to be defined as, a “Hazardous Waste” by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a “toxic substance” as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term “Hazardous Waste” also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

“Holiday” means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

“Invitation to Bid” means the request of the Consortium for Solid Waste Disposal and Recycling Processing Services issued by the Cuyahoga County Solid Waste District.

“Material Recovery Facility or MRF” means the facility provided by the Contractor that has the adequate capacity, equipment, and labor needed to receive, sort, process, and prepare all commingled cans, glass, plastic, paper, cardboard and cartons delivered by the Contracting Communities for shipment to a recycled product manufacturer.

“Notice of Award” means written notification that a Bid has been accepted by a Contracting Community.

“Notice to Proceed” means written notice from a Contracting Community to commence the Solid Waste Disposal and/or Recycling Processing Services.

“Performance Bond” means the bond insuring performance of the Solid Waste Disposal and/or Recycling Processing Services to be submitted to each Contracting Community upon Contract award in substantially the same form as that included in the Bid Documents.

“Recyclables” and “Recyclable Materials” means residential mixed paper, cardboard, cartons, aluminum, steel and bi-metal cans; glass bottles and jars; and plastic bottles and jugs at a minimum.

“Recycled” and “Recycling” as defined in Chapter 3745 of the Ohio Administrative Code and/or the regulations promulgated thereunder.

“Residential Solid Waste” means that portion of Solid Waste generated from residential units and does not include separated recyclable materials, separated yard waste, hazardous waste, infectious waste or unacceptable waste.

“Recycling Processing Services” means all services relating to the receiving, sorting, baling and other handling of Recyclables delivered by the Consortium Communities in order to prepare the Recyclable Materials for shipment and sale to recycling markets to be made into new products.

“Solid Waste” means unwanted residual or semi-solid materials resulting from community, commercial, industrial and agricultural operations, but excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid waste does not include any material that is an infectious or hazardous waste. Solid Waste includes Solid Waste, Catch Basin Debris and Street Sweepings.

“Solid Waste Landfill or Landfill(s)” means the Ohio EPA permitted and licensed facility or facilities to be used for the disposal of Solid Waste generated by the Consortium Communities and delivered to the Solid Waste Transfer Station.

“Solid Waste Transfer and Disposal Services” means the acceptance, transfer and disposal of Solid Waste collected by the Consortium Communities and delivered to the Solid Waste Transfer Station.

“Solid Waste Transfer Station or “Transfer Station” means the facility identified by the Successful Bidder to receive deliveries of Solid Waste from the Consortium Communities.

“Street Sweepings” means materials consisting primarily of soil, rocks, asphalt, leaves and other vegetative matter generated during the cleaning of roads. It may also contain small amounts of other Solid Wastes that are often discarded along roads. It does not include material generated during the cleanup of an oil or hazardous waste chemical spill.

“Successful Contractor” means the Recycling Company selected by the Consortium to provide Solid Waste Disposal and Recycling Processing Services.

“Term” means the duration of the Contract, including all executed option years, as defined by Article II of this Contract.

EXHIBIT C: WORKERS' COMPENSATION CERTIFICATE

EXHIBIT D: CORPORATION AFFIDAVIT

EXHIBIT E: PERFORMANCE BOND

To be provided by the Contractor within one week following the execution of the agreement



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer
00268946

Period Specified Below
07/01/2020 to 07/01/2021

KIMBLE COMPANY
PENN OHIO COAL CO
3596 STATE ROUTE 39 NW
DOVER, OH 44622-7232



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

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

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



**Bureau of Workers'
Compensation**

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

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Karen Carmen, Community Services Director, Pete Conces, Recreation Supervisor
DATE: 7/31/2020
SUBJECT: An Ordinance accepting a Quotation from M&G Pools, LLC for the Replacement and Repair of Tile at the Beachwood Family Aquatic Center; and declaring this to be an urgent measure

Mayor,

We would like to use this time to properly fix and replace the missing tiles along the perimeter of the Aquatic Center Pool shell. Because we have fixed this before in the Spring and then filled the pool with water, the tiles and grout have failed. This time, we can do the tiles and have it cure for a much longer time and will not have to worry about the water.

Our Pool Contractor, M & G Pools has supplied us a quote to repair the tile work, as well as purchase the correct tile for our facility. The total cost of this repair will be \$17,122.40. With Council's authorization, we would like to commence this repair in late August.

INTRODUCED BY:

ORDINANCE NO. 2020-105

AN ORDINANCE ACCEPTING A QUOTATION FROM M & G POOLS, LLC FOR THE REPLACEMENT AND REPAIR OF TILE AT THE BEACHWOOD FAMILY AQUATIC CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City received a quotation from M & G Pools, LLC for the replacement and repair of missing tiles at the Beachwood Family Aquatic Center.

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

Section 1: Based upon the recommendation of the Community Services Director, the Mayor is hereby authorized and directed to accept the proposal of M & G Pools, LLC as is set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein for the replacement and repair of missing tiles at the Beachwood Family Aquatic Center.

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 of proceeding with the repair at this time; 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 17th day of August, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18th day of August, 2020.

Clerk

Approval: I have approved this legislation this 18th day of August, 2020, and filed it with the Clerk.

Mayor

Exhibit A Estimate

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

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

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

ESTIMATE #	DATE	
2449	07/29/2020	

ACTIVITY	QTY	RATE	AMOUNT
Tile Installation Grout approximately 600 lineal feet of tile line Replace 60 lineal feet of bullnose tile Replace 80 lineal feet of 1"x1" tile(sufficient amount of tile is on property) Grout all repaired areas Patch approximately 20 lineal feet of concrete	1	14,150.00	14,150.00
Tile Cobalt Bullnose Tile (price per lineal foot)	60	49.54	2,972.40
Disclaimer This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed. .	1	0.00	0.00
Client Signature of Acceptance_____			
Date of Acceptance_____			
TOTAL			\$17,122.40

Accepted By

Accepted Date

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Chris Arrietta, Public Works Director
DATE: 5/27/2020
SUBJECT: An Ordinance authorizing the Mayor to Execute a Memorandum of Understanding with the Cuyahoga County Soil and Water Conservation District, on behalf of the City of Beachwood, Ohio as a member of the Euclid Creek Watershed Council; and declaring this to be an urgent measure

Mayor,

The Euclid Creek Watershed Memorandum of Understanding (MOU) with the City of Beachwood is due to expire at the end of this year. The purpose of this agreement is to work together to address storm water concerns as it pertains to development throughout the city and its impact on the environment. Annual membership dues for this is \$3,000 which is reimbursable through Northeast Regional Sewer District. With your permission, I would like to place this item on the agenda for the next council meeting.

INTRODUCED BY:

ORDINANCE NO. 2020-106

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT, ON BEHALF OF THE CITY OF BEACHWOOD, AS A MEMBER OF THE EUCLID CREEK WATERSHED COUNCIL; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, in 2000, nine municipalities in the Euclid Creek Watershed organized informally to form the Euclid Creek Watershed Council; and

WHEREAS, the City of Beachwood is a member of the Euclid Creek Watershed Council; and

WHEREAS, the other member communities are the City of Cleveland, the City of Euclid, the City of Highland Heights, the City of Lyndhurst, the City of Mayfield Heights, the Village of Mayfield, the City of Richmond Heights, and the City of South Euclid; and

WHEREAS, in 2004, the Euclid Creek Watershed Council formally organized and adopted by-laws establishing the operations of the organization; and

WHEREAS, the Euclid Creek Watershed Council addresses common environmental, storm water, and development concerns in the Euclid Creek Watershed; and

WHEREAS, the Euclid Creek Watershed Council facilitates the implementation of the 2006 State of Ohio endorsed watershed action plan for the Euclid Creek Watershed, promoting coordinated participation by local governments, and coordinating implementation of the Public Involvement and Public Education (“PIPE”) program of the member communities; and

WHEREAS, the Cuyahoga Soil and Water Conservation District provides assistance and support to the Euclid Creek Watershed Council; and

WHEREAS, such assistance and support includes providing personnel to serve as the Watershed Coordinator for the Euclid Creek Watershed Council, providing staff support to the Euclid Creek Watershed Council, coordinating the Euclid Creek Watershed Council meetings and subcommittees, including PIPE committee functions, providing support to local communities for watershed improvement projects and watershed goals, encouraging broad involvement in the watershed implementation process, and assisting with required reports to the Ohio EPA; and

WHEREAS, funding for the assistance and support provided to the Euclid Creek Watershed Council by the Cuyahoga Soil and Water Conservation District has been provided by member communities and Ohio Department of Natural Resources grants; and

WHEREAS, the current Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District and the Euclid Creek Watershed Council expires on December 31, 2020; and

ORDINANCE NO. 2020-106

WHEREAS, the member communities and the Cuyahoga Soil and Water Conservation District are interested in executing a new Memorandum of Understanding, with a term beginning on January 1, 2021 and ending on December 31, 2024; and

WHEREAS, such Memorandum of Understanding would require each member community to continue to contribute Three Thousand Dollars and No/Cents (\$3,000.00) per year; and

WHEREAS, the Public Works Director and the Environmental Manager are recommending that the City continue its membership in the Euclid Creek Watershed Council.

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 and directed to execute a Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District, on behalf of the City of Beachwood, as a member of the Euclid Creek Watershed Council and authorizes Environmental Manager Chris Vild to sign the MOU on behalf of the City of Beachwood, Ohio. Such Memorandum of Understanding shall be in a form substantially similar to Exhibit "A," which is attached hereto and incorporated herein.

Section 2: The Finance Director is authorized and directed to appropriate to a proper account funds required by the Memorandum of Understanding authorized in Section 1 of this Ordinance.

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

Section 4: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that this Ordinance is required to be immediately effective to provide for the timely approval and execution of the Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District and the Euclid Creek Watershed Council.

ORDINANCE NO. 2020-106

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 17th day of August, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18th day of August, 2020.

Clerk

Approval: I have approved this legislation this 18th day of August, 2020, and filed it with the Clerk.

Mayor

MEMORANDUM OF UNDERSTANDING
Between the Cuyahoga Soil and Water Conservation District
and the
Euclid Creek Watershed Council

This Memorandum of Understanding (MOU) is made and entered into by and between the Cuyahoga Soil and Water Conservation District, hereinafter referred to as SWCD, and the Euclid Creek Watershed Council, hereinafter referred to as the Council.

The Ohio Revised Code, Chapter 940, describes SWCD's authority for engaging in this Mutual Agreement.

Background and Purpose

In 2000, ten municipalities in the Euclid Creek Watershed organized informally with the assistance of the Northeast Ohio Areawide Coordinating Agency (NOACA) to form a **Euclid Creek Watershed Council** to address common environmental, stormwater and development concerns in the Euclid Creek Watershed.

In 2001, NOACA obtained a grant from the Ohio Lake Erie Protection Fund to develop a regional stormwater program model and to undertake a demonstration of the use of this model with Euclid Creek Communities. Nine of the communities in Euclid Creek agreed to provide matching funds for and to cooperate with this effort. NOACA contracted with the SWCD to serve as watershed coordinator for this demonstration effort.

In 2002, the SWCD obtained a grant from the Ohio Department of Natural Resources (ODNR) for a Watershed Coordinator position for Euclid Creek, this six-year declining matching grant expired December 31, 2008.

In 2004, the Council established by-laws as an operational organization with governance.

Since 2004, the program has developed a Euclid Creek Watershed Action Plan (WAP), established an annual public involvement and education program work plan, a volunteer water monitoring program, and brought in over \$5.23 million to implement its programs and plan recommendations for improvement. In 2008, planning and organizational development decreased and WAP implementation continued to rise.

From 2008 to 2014, the SWCD obtained two, three-year matching implementation grants from the ODNR for the Watershed Coordinator position for Euclid Creek that expired in December 31, 2014 and these funds are no longer available for this position.

The purposes of this agreement are to:

Facilitate implementation of the 2006 State of Ohio fully endorsed Watershed Action Plan for the Euclid Creek;

Encourage participation in updates of the WAP and the Ohio Nonpoint Source Pollution Implementation Strategies (NPS-IS), and facilitate implementation of the WAP and NPS-IS;
and

Promote coordinated participation of local units of government in the implementation of the plan.

Program Appropriation

The Euclid Creek Watershed Council member communities agree to grant an annual appropriation for the Euclid Creek Watershed Program Manager and for the Euclid Creek Watershed Program to the SWCD, at a cost of \$3,000 per Community per twelve month period following the Effective Date. And the Cuyahoga SWCD agrees to use the grant funds to provide the Euclid Creek Watershed Program for each community. For communities that are a part of the Northeast Ohio Regional Sewer District's (NEORS) Stormwater Program, this Euclid Creek Watershed Program cost is eligible to be reimbursed through the NEORS's Community Cost-Share Program.

The Cuyahoga SWCD, through the Euclid Creek Watershed Program, agrees to:

Provide a Watershed Program Manager for the Euclid Creek Watershed and supervise the position;

Provide additional staff support to the Euclid Creek Watershed Council;

Manage the Euclid Creek Watershed Council meetings and committees, including the Technical Committee and Volunteer Monitoring Committee, and assist in agenda and minute preparation;

Develop and update watershed planning documents, including the Nonpoint Source Implementation Strategy (NPS-IS) and any supporting or complementary plans. Community preservation, restoration and stormwater management priorities will be incorporated into these plans where feasible;

Provide support to local communities for the development, funding and implementation of watershed improvement projects, including stream restoration, floodplain restoration, greenspace conservation and stormwater management projects. Assist communities in review of watershed improvement project grant proposals, including education and outreach assistance (e.g. tours of project, educational signage);

Interact with local, state and national agency initiatives such as Total Maximum Daily Load (TMDL) reports, research opportunities, outreach and funding initiatives. Assist communities in updating codes to allow for implementation of stormwater best management practices;

Provide technical assistance to communities on natural resource issues during master planning and update efforts;

Encourage broad based stakeholder involvement in the watershed implementation process;

Conduct and coordinate watershed outreach with the goal of reaching a diverse group of stakeholders from streamside property owners to small and large landlocked landowners. Sample deliverables include an annual targeted mailing to riparian property owners, watershed signage, watershed fact sheets and maps, watershed presentations to community groups, and watershed newsletter publication;

Provide technical and programmatic assistance for community floodplain management activities, including flood hazard mitigation and the NFIP Community Rating System program;

Provide technical and programmatic assistance for stream maintenance activities, especially in areas not served by the regional stormwater management program, including landowner technical assistance, streambank erosion hazard evaluation, community staff training and stream maintenance protocol development and assistance; and,

Serve as fiscal agent for the Euclid Creek Watershed Council.

SWCD's Role Related to General Technical Assistance

1. SWCD may also provide limited technical advisory services, related to erosion and sediment control and stormwater management, specifically to assist in the development of local ordinances to promote universal application of stormwater control measures (SCM) at construction sites.
2. SWCD may also provide limited technical services to the Euclid Creek Watershed Council communities on matters related to:
 - Sound stormwater management through accepted stormwater control measures
 - General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands or other unique areas that are planned for development
 - Protection of sensitive natural areas and conservation easements
 - Small drainage systems and wildlife habitat enhancements

Community's Role Related to Public Education and Public Involvement and General Technical Assistance

1. The Community will designate someone to serve as the Community's liaison to the SWCD and to help provide guidance regarding watershed planning activities.
2. The Community will help to identify potential leaders, including civic leaders, civic groups, senior organizations, fraternal groups, scout leaders, school liaisons, business leaders and anyone else that should be contacted through the watershed outreach program.
3. The Community will disseminate program information provided by the SWCD in a timely manner to residents.

Agreed Procedures

1. The Community will provide a resolution or a letter signed by an authorized representative to the SWCD that acknowledges this working agreement and provides documentation to facilitate dispersal of funds to the SWCD on an annual basis.
2. That the SWCD is a conservation technical and educational service agency and therefore is not granted regulatory authority in the Ohio Revised Code.
3. That the working relationship will be defined to include open lines of communications with appropriate departments. The SWCD and the Community will work with the Watershed Council to develop an annual work plan and to exchange information with the goal of developing a multi-disciplinary approach to resource management.
4. SWCD will provide a written annual summary, relevant to its role, as outlined in this MOU.
5. That all parties will review quality of service and address concerns as they arise.

6. That credit will be given jointly to the SWCD and the Euclid Creek Watershed Council Communities in any conservation publication produced.
7. That the Communities recognize the SWCD's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.
8. That all services of the SWCD are offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.

Termination of Agreement

This working agreement may be amended or terminated at any time by mutual consent of both parties, or the agreement may be terminated by either party giving thirty (30) days notice in writing to the other.

The Euclid Creek Watershed Council, acting on behalf of its member communities, agrees to:

Cooperate with the Euclid Creek Watershed Program Manager in implementing the Watershed Action Plan and plan updates for Euclid Creek.

Operate the Euclid Creek Watershed Council as a forum for advising on the implementation of the Euclid Creek Watershed Action Plan.

Provide funding necessary to support the SWCD Watershed Program Manager position for the Euclid Creek.

Identification of Key Personnel

For the Cuyahoga SWCD, the supervisor of the Watershed Program Manager is:

- 1) Jared Bartley, Senior Program Manager
Cuyahoga SWCD
3311 Perkins Suite 100
Cleveland, Ohio 44114
Phone: (216) 524-6580, ext. 1003
E-mail: jbartley@cuyahogaswcd.org
- 2) Elizabeth Hiser, Euclid Creek Watershed Program Manager
Cuyahoga SWCD
3311 Perkins Suite 100
Cleveland, Ohio 44114
Phone: (216) 524-6580, ext. 1002
E-mail: ehiser@cuyahogaswcd.org
- 3) Chris Vild, Chair, Euclid Creek Watershed Council

Participating Communities in the Euclid Creek Watershed Council:

(Refer to *Exhibit A* for the Partnership Agreement.)

City of Beachwood

City of Cleveland
City of Euclid
City of Highland Heights
City of Lyndhurst
City of Mayfield Heights
City of Richmond Heights
City of South Euclid
Village of Mayfield

Term of Agreement

This agreement will become effective when signed by the Chair of the Euclid Creek Watershed Council (ECWC) and the Director of SWCD and will continue in force and effect for a period of four (4) years from January 1, 2021 to December 31, 2024 unless terminated earlier by agreement of either party. This agreement may be amended only by written instrument duly executed by the ECWC and the SWCD. The ECWC and the SWCD will annually review this agreement.

Signed by duly authorized officers of the ECWC and the SWCD on the latest day, month and year written below:

Euclid Creek Watershed Council

By _____, 2020
(City of Beachwood Appointee to the ECWC,
Chris Vild, Chair, ECWC)

Cuyahoga Soil and Water Conservation District

By _____, 2020
(Sherri Lippus, Chair, Board of Supervisors)

EXHIBIT A

PARTNERSHIP AGREEMENT
among the
COMMUNITIES OF THE EUCLID CREEK WATERSHED COUNCIL

I. Purpose

This agreement outlines the roles and responsibilities of the Euclid Creek communities for the Euclid Creek Watershed Council (ECWC).

The goals of the Euclid Creek Watershed Council are to promote interjurisdictional cooperation in addressing watershed issues in the Euclid Creek watershed including cooperation with the Euclid Creek Watershed Program Manager to implement the Watershed Action Plan for Euclid Creek.

II. Scope of Partnership Agreement

The geographic area of the Partnership Agreement is the entire watershed of the Euclid Creek.

The scope of this agreement includes the continuation of the Euclid Creek Watershed Council, formed in 2003 to promote interjurisdictional cooperation in watershed planning in the Euclid Creek.

This agreement is based upon the organizational structure outlined in the By Laws of the Euclid Creek Watershed Council, ratified as of January 22, 2004 by the nine ECWC communities (*Attachment A*).

The agreement will be reviewed annually by the participating communities.

III. Watershed Council

- A. The undersigned communities commit to the goals of the Euclid Creek Watershed Council (as outlined in *Purpose* Section I).
- B. The undersigned organizations agree to constitute a Steering Committee for the Council to serve the following functions:
 - 1. Annually formulate and update a Euclid Creek Watershed Work Plan.
 - 2. Participate in a watershed-wide public outreach program concerning watershed issues.
 - 3. Oversee preparation of annual reports to the Euclid Creek communities describing the

Euclid Creek Watershed Program goals and progress toward their achievement.

- C. Each Partner community will abide by the established rules set in the By Laws of the Euclid Creek Watershed Council in *Attachment A*.

IV. Financial Participation

Member communities agree to financially support the Euclid Creek Watershed Council according to the funding plan attached in *Attachment B*. Funding will be used to support the Euclid Creek Watershed program, including the Euclid Creek Watershed Program Manager position. The Cuyahoga SWCD is recognized as the fiscal agent for the Euclid Creek Watershed Council.

V. Effective Date and Time Frame of Partnership Agreement

This agreement is effective on the date that it has been executed by a majority of the undersigned communities. This agreement will be reviewed at least annually and modified as appropriate, with concurrence by all signatories.

VI. Authorizing Signatures

IN WITNESS WHEREOF, the following parties have caused this Agreement to be executed.

PARTICIPATING COMMUNITIES

PARTICIPATING COMMUNITIES OF THE EUCLID CREEK WATERSHED COUNCIL:

City of Beachwood

Honorable Martin S. Horwitz, Mayor

Date: _____

Attachment A

**BY LAWS
OF
EUCLID CREEK WATERSHED COUNCIL**

The Euclid Creek Watershed Council was organized informally, with the assistance of the Northeast Ohio Areawide Coordinating Agency (NOACA), to address common environmental, storm water, and development concerns in the Euclid Creek watershed.

ARTICLE I
NAME AND PURPOSE

- Section 1. The name of the organization shall be the Euclid Creek Watershed Council
- Section 2. The Euclid Creek Watershed Council is organized "to promote inter-jurisdictional cooperation in addressing watershed issues in the Euclid Creek watershed, including cooperation with the Euclid Creek Watershed Coordinator to develop a watershed plan for the Euclid Creek." (Partnership Agreement (Exhibit A) found in the formal Memorandum of Understanding between the Euclid Creek Watershed Council and Cuyahoga Soil and Water Conservation District, ratified May 12, 2003"

ARTICLE II
STEERING COMMITTEE

Section 1: Membership.

The affairs and business of the Council shall be managed by a Steering Committee, composed of the mayor of each city in the watershed or his/her official designee. The Watershed Coordinator will also be a member of the Steering Committee. Each mayor in the watershed will appoint an official designee, in writing, to the Watershed Council.

Section 2: Election and Term of Office.

The term of each Steering Committee member shall be for as long as he/she is *serving his/her term of office*.

Section 3: The Steering Committee.

The Steering Committee shall have all the powers and duties necessary or appropriate for the administration of the affairs of the Council.

Section 4: Quorum.

Except as otherwise provided by law or these By Laws, a majority of the Steering Committee members of at least 2/3 of the voting members, who have been duly appointed at any given time and whose names and addresses have been recorded by the Secretary of the Council and who have not resigned shall be necessary to constitute a quorum for a meeting of the Steering Committee; provided, if at any meeting of the Steering Committee there shall be present less than a quorum, a majority of those present may adjourn the meeting from time to time without any notice other than by announcement at the meeting of the time and place to which the meeting is adjourned until a quorum shall attend.

Section 5: Meetings.

Regular meetings of the Steering Committee shall be held on such dates and at such times and place within the State of Ohio as the Steering Committee may designate. There shall be at least three (3) Regular meetings per calendar year.

A Special Meeting of the Steering Committee may be called by the Chair, Co-Chair, Secretary, or any three (3) Steering Committee members, on such date and at such time and place within the State of Ohio as shall be specified in the call thereof.

Written notice of each meeting of the Steering Committee, whether regular or special, shall be given to each Steering Committee member by personal delivery or by mail or facsimile, or email at least one week before the time of such meeting. Notice of any meeting may be waived by any Steering Committee member before or after the meeting by a signed writing and shall be deemed to be waived by any Steering Committee member who shall attend such meeting in person without protesting, prior to or at the commencement of the meeting, the lack of proper notice. Any meeting of the Steering Committee member shall be a legal meeting without notice having been given if attended by all the members of the Steering Committee.

Euclid Creek Watershed Council By-Laws
Adopted by council 1/22/041

A master list of Steering Committee members and all municipal media outlets will be utilized by the Watershed Coordinator; meeting notices will be sent to local media outlets and posted on the Euclid Creek Watershed website, in accordance to the Sunshine Laws.

Section 6: Voting.

The act of a majority of the Steering Committee present at a meeting at which a quorum is present is the act of the Watershed Council, unless the act of a greater number is otherwise required by these By Laws or by law. The Secretary/Watershed Coordinator is a non-voting member of the Steering Committee.

Section 7: Vacancies.

A vacancy in the office of a Steering Committee member shall be filled after consulting with the community where the vacancy occurs, by the Steering Committee for the unexpired portion of such Steering Committee member's term of office.

Section 8: Committees.

The Chair, with the approval of the majority of the Steering Committee, may authorize the delegation to any such committee of any of the authority of the Steering Committee. The powers and duties of such committees shall be such as may be specified by the Chair, with the approval of the majority of the Steering Committee, at the time of appointment to such committees. Vacancies in the membership of any committee may be filled at any time by the Steering Committee.

ARTICLE III
OFFICERS

Section 1: Composition.

The officers of the Watershed Council shall include a Chair, or Co-Chairs, and such other officers as the Steering Committee may consider necessary or appropriate.

Section 2: Term.

The Chair, or Co-Chairs, shall be elected by the affirmative vote of a majority of Steering Committee members present at the first meeting of the year at which a quorum is in attendance, until their respective successors are duly elected and qualified, or until the earlier of their resignation, removal from office or death.

Section 3: Removal.

Any officer elected by the Steering Committee may be removed at any time either with or without cause by the affirmative vote of a majority of the Steering Committee, present at a meeting at which a quorum is in attendance. Any other officer or employee of the Council may be removed at any time by vote of the Steering Committee present at a meeting at which a quorum is in attendance by any committee thereof.

ARTICLE IV
DUTIES OF OFFICERS

Section 1: Chair or Co-Chairs.

The Chair, or Co-Chairs, shall be the Chief Executive officer of the Watershed Council, shall have general supervision of the business affairs and property of the Council and over its several officers, and shall do all acts and execute all documents for and on behalf of the Council, as authorized with the approval of the majority of the Steering Committee, necessary, proper or incidental to all matters relating to the Council. The Chair, or Co-Chairs, shall perform such duties as are prescribed by law, such duties as are usually performed by Chair, or Co-Chairs, of like Councils and such other duties as may be assigned him from time to time by the Steering Committee.

Section 2: Secretary.

When and as required by the Steering Committee, the Secretary, who shall be the Watershed Coordinator, shall attend all meetings of the Steering Committee and shall keep minutes of all the proceedings thereof, and shall record all votes and the minutes of all of the proceedings in a book to be kept for that purpose. He/she shall perform like duties for committees of the Council when so required. He/she shall give, or cause to be given, notice of all meetings of the Steering Committee. The Secretary and Chair, or Co-Chairs, shall sign the records of the Steering Committee's meetings. The Secretary shall execute for or in the name of the Council all endorsements, assignments, transfers, share powers or perform such other duties usually incident to the office of Secretary, and such further duties as shall from time to time be prescribed by the Steering Committee or Chair or Co-Chair. At

any meeting of the Steering Committee at which the Secretary is not present, a secretary pro tempore may be appointed. The Secretary will give notice of all meetings as pursuant to the State Sunshine Laws.

ARTICLE V
NOTICES

Section 1: Notices by mail.

Whenever, under the provisions of these By Laws, notice is permitted to be given to any Steering Committee member by mail or facsimile, it may be given by depositing the same in the post office or letter box addressed to the Steering Committee member or by faxing, at such address as appears on the books of the Council, or in default of such address, at his/her place of residence or usual place of business, last known to the Council; and such notice shall be deemed to be given at the time when the same shall be deposited in the mail or is faxed to the fax address appearing in the books of the Council. Steering Committee members will be asked on an annual basis to submit their preferred method of receiving notice of meetings.

ARTICLE VI
FISCAL YEAR

The fiscal matters of the Council shall be determined by the Steering Committee of the Council.

ARTICLE VII
CONFLICTS OF INTEREST

Section 1: No member of the Steering Committee or officer of the Council shall have any personal financial interest in any contract relating to the operations of the Council, unless authorized by the Steering Committee.

Section 2: Any Steering Committee member having a duality or possible conflict of interest on any matter shall not vote or use his/her personal influence on the matter, shall not contribute to the deliberation, and shall not be counted in determining the quorum for the issue. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting, and the quorum situation.

ARTICLE VIII
NON-DISCRIMINATION

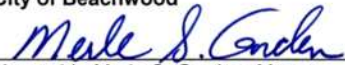
The selection of Steering Committee members, officers and employees of the Council, and the conduct of its activities, shall be without discrimination based upon sex, sexual orientation, color, race, religion and national or ethnic origin.

ARTICLE IX
AMENDMENTS

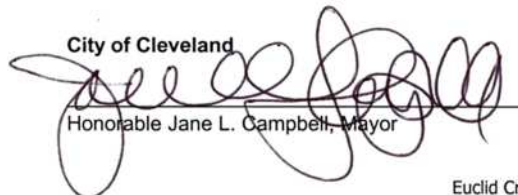
The Euclid Creek Watershed Partnership Agreement and By Laws, may be amended from time to time by the affirmative vote of two-thirds (2/3) of the voting members.

Ratified as of January 22, 2004 by the ~~Rocky River~~ ^{Euclid Creek} Watershed Council members:

City of Beachwood


Honorable Merle S. Gorden, Mayor

City of Cleveland


Honorable Jane L. Campbell, Mayor

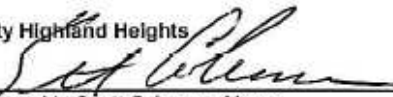
Euclid Creek Watershed Council By-Laws
Adopted by council 1/22/043
3

Handwritten notes:
9/14/04
9/21/04
MAE
mkg
9-23-04
See
9/23/04
BGR
10/1/04
D74
01/21/04

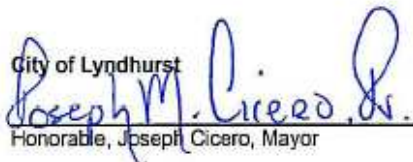
City of Euclid


Honorable Bill Cervenik, Mayor

City Highland Heights


Honorable Scott Coleman, Mayor

City of Lyndhurst


Honorable, Joseph Cicero, Mayor

City of Mayfield Heights


Honorable Margaret A. Egersperger, Mayor

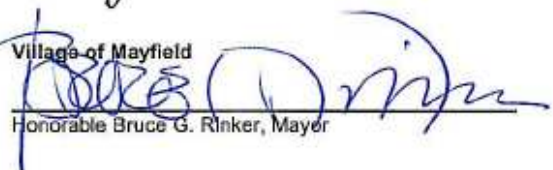
City of Richmond Heights


Honorable Daniel J. Ursu, Mayor

City of South Euclid


Honorable Georgine Welo, Mayor

Village of Mayfield


Honorable Bruce G. Rinker, Mayor

Euclid Creek Watershed Council By-Laws
Adopted by council 1/22/044

4

Attachment B

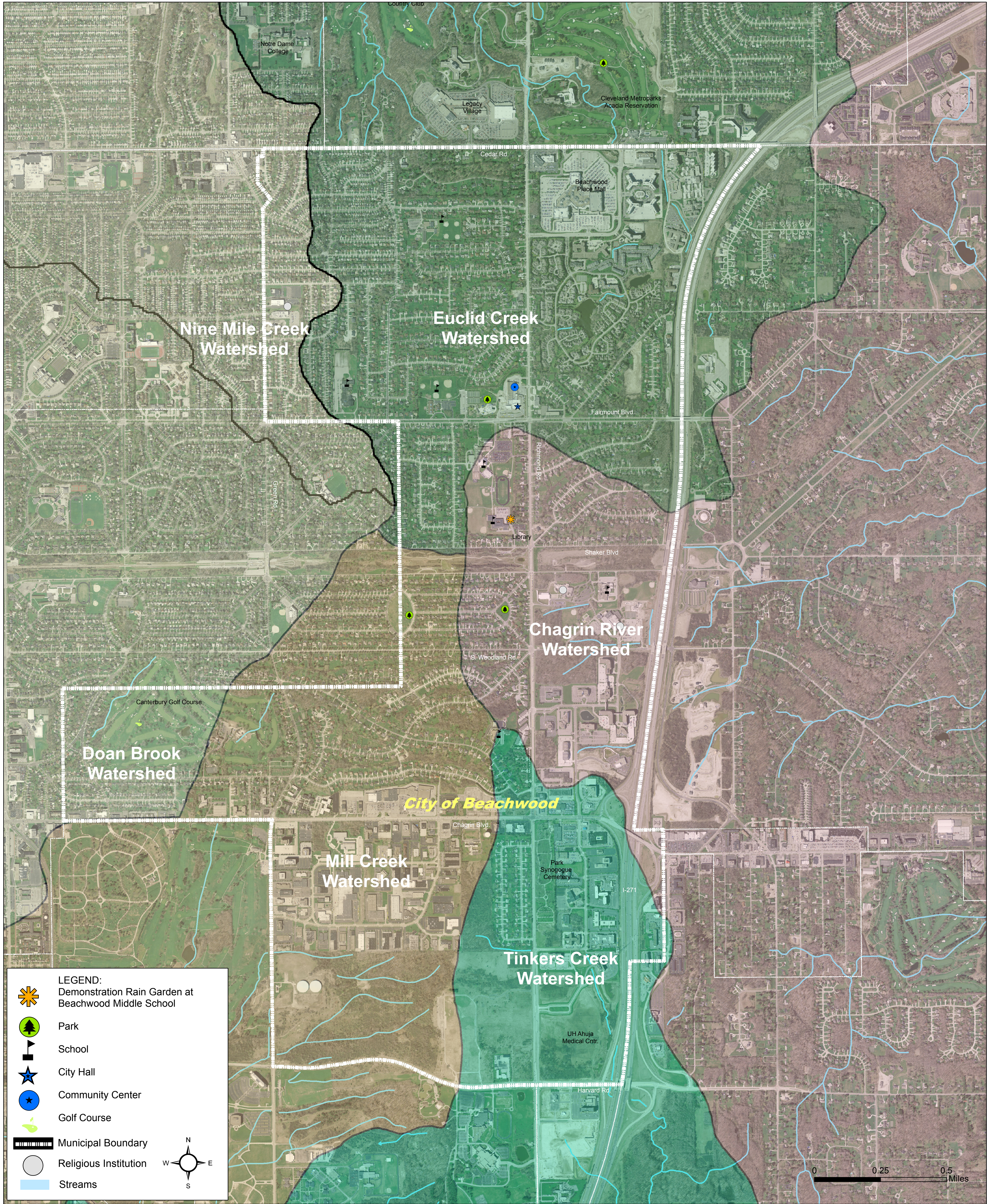
Annual Funding Allocation for the Euclid Creek Watershed Program Manager and the Euclid Creek Watershed Program: Years 2021 through 2024 (January 1, 2021 through December 31, 2024)

The following annual funding allocation for years 2021 through 2024 was agreed to by the Euclid Creek Watershed Council on April 9, 2020:

City of Beachwood	\$3,000.00
City of Cleveland	\$3,000.00
City of Euclid	\$3,000.00
City of Highland Heights	\$3,000.00
City of Lyndhurst	\$3,000.00
City of Mayfield Heights	\$3,000.00
Village of Mayfield	\$3,000.00
City of Richmond Heights	\$3,000.00
City of South Euclid	\$3,000.00
Total	\$27,000.00

City of Beachwood

What Watershed Do You Live In?



What is a watershed? A watershed is an area of land that drains rain and snow to a common body of water such as a stream, river, or lake. Our landscape is made up of interconnected watersheds.

We all live in a watershed

Beachwood is in 6 watersheds

Chagrin River drains 267 square miles from 22 municipalities and ten townships within four Northeast Ohio Counties.
Doan Brook drains 12 square miles from 3 communities in Cuyahoga County.
Euclid Creek drains an area of approximately 24 square miles from 12 communities in Cuyahoga and Lake Counties.
Mill Creek drains approximately 19 square miles from 9 communities in Cuyahoga County.
Nine Mile Creek drains an area of approximately 18 square miles from 7 communities in Cuyahoga County.
Tinkers Creek drains approximately 96 square miles from 24 communities in four Counties.

All 6 of these waterways drain **directly into Lake Erie**, Beachwood's source of **drinking water**. Protecting your watersheds from runoff pollution also protects **Lake Erie and YOU**.

To find out more about how your community is combating storm water pollution, contact the City of Beachwood Storm Water Pollution Prevention Program at 216.595.3722 or to find out how you can get involved with your watershed, contact the Cuyahoga Soil and Water Conservation District at 216.524.6580 x16. www.cuyahogaswcd.org.

