



**BEACHWOOD CITY COUNCIL MEETING
AGENDA – **AMENDED****

**MONDAY, OCTOBER 7, 2024, 7:30 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEVARD, BEACHWOOD, OHIO 44122**

Agenda

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

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 for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**)
4. Approval of Minutes:
 - Committee of the Whole meeting held on September 16, 2024**
 - Committee of the Whole meeting held on September 18, 2024**
 - Regular City Council Meeting held on September 16, 2024**
 - Audit Committee Meeting held on September 30, 2024**

Old Business

1. 2024-37

A Resolution authorizing the Mayor to enter into an Agreement with Precision Wildlife Management, Ltd. to address Deer Management Issues in the City of Beachwood, Ohio, waiving competitive bidding; and declaring this to be an urgent measure

Placed on First Reading: September 16, 2024

2. 2024-68

An Ordinance Amending BCO Section 1111.03 titled "Prohibited Uses" of the City of Beachwood, Ohio Planning and Zoning Code

Referred from the Planning and Zoning Commission: September 26, 2024

New Business

Ordinances

1. 2024-69

An Ordinance authorizing and directing the payment of certain claims (Bills) for professional and other services; and declaring this to be an urgent measure

2. 2024-70

An Ordinance declaring Certain Property used by the Police Department as Surplus Property no longer needed for a Public Use and Authorizing its sale on GovDeals, Inc. in accordance with Codified Ordinance Section 131.03(a); and declaring this to be an urgent measure

3. 2024-71

An Ordinance amending Beachwood Codified Ordinance Section 618.18, Titled “Dangerous and Vicious Dogs”; and declaring this to be an urgent measure

Resolutions

1. 2024-38

A Resolution authorizing the Mayor to enter into an Agreement with Ohio Academy Resources Network (OARnet) for the purchase of VMware Software Licenses for the City of Beachwood through a State of Ohio Cooperative Purchasing Competitive Selection Program; and declaring this to be an urgent measure

Motions

1. A Motion authorizing the Clerk of Council to advertise for Bids for 2025 Ready Mix Concrete per BCO 121.09 and ORC 7.16
2. A Motion authorizing the Clerk of Council to advertise for Bids for the Timberlane and Green Sanitary Relief Sewer Project Phase II per BCO 121.09 and ORC 7.16

Any other matters coming before City Council

Adjournment

Next Regular Council Meeting will be held on: Monday, October 21, 2024 at 7:00 PM in Council Chambers. For all updates regarding Council Meetings, please visit: www.BeachwoodOhio.com

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

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
COMMITTEE OF THE WHOLE MEETING MINUTES
MONDAY, SEPTEMBER 16, 2024, 6:00 PM
at BEACHWOOD CITY HALL, CONFERENCE ROOM A,
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Called to order at 6:04 PM by Council President Alec Isaacson

1. Roll Call
Present – Ms. DeLong, Mr. Isaacson, Ms. Shoykhet, Ms. Stern, Mr. Synenberg, Ms. Taylor
Absent – Mr. Mintz
Others Present – Mayor Berns, Ms. Bieterman, Mr. Heiser, Mr. Hunt, Mr. Smerigan, Ms. Turick
2. Mayor's Report
None.
3. Executive Session to consider the purchase of property for public purposes; the sale or disposition of property at competitive bidding and to obtain confidential legal advice from the City's legal counsel

Moved by A. Isaacson, seconded by E. Synenberg, at 6:05 P.M. to enter Executive Session.

ROLL CALL:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

Moved by A. Isaacson, seconded by D. Shoykhet to recess Executive Session at 6:55 P.M. until after council meeting.

ROLL CALL:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

Returned from recess at 8:02 P.M.

Moved by A. Isaacson, seconded by E. Synenberg, at 8:07 P.M. to enter Executive Session.

ROLL CALL:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

Back on the record at 8:51 P.M.

Moved by A. Isaacson, seconded by J. Taylor, at 8:51 P.M. to adjourn Executive Session.

ROLL CALL:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

4. Any other matters coming before the Committee of the Whole
None.

Adjournment

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

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 8:52 PM

Clerk

Mayor

Council Members: Alec Isaacson – Council President

Danielle Shoykhet – Council Vice-President

Jillian DeLong, Joshua Mintz,

Ali B. Stern, Eric Synenberg, June E. Taylor

Clerk of Council: Whitney M. Crook, MMC

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**BEACHWOOD CITY COUNCIL
COMMITTEE OF THE WHOLE MEETING MINUTES
WEDNESDAY, SEPTEMBER 18, 2024, 6:00 PM
at BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Called to order at 6:04 PM by Council President Alec Isaacson

1. Roll Call

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

Absent – Mr. Mintz, Ms. Taylor

Others Present – Mayor Berns, Mr. Arrietta, Mr. Lombardi

2. Mayor's Report

None.

3. Presentation and Discussion regarding Residential Street Lighting

Council President Isaacson introduced this item and introduced Austin Brennan representing Fonroche Lighting American. Mr. Brennan is presenting tonight on solar powered street lighting and how they would be effective in Beachwood.

After the presentation, the Committee was afforded the opportunity to ask questions.

The Committee and Administration would like to potentially have a pilot program to further study the effectiveness of Solar Lighting in Beachwood.

After the discussion, Mr. Isaacson asked for any final questions and there were none.

4. Any other matters coming before the Committee of the Whole

None.

Mr. Isaacson then thanked everyone for attending and asked for motion to adjourn the meeting.

Adjournment

Motion to Adjourn - Moved by: A. Isaacson, Seconded by D. Shoykhet

Yes: 5

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 7:00 PM

Clerk

Mayor

Council Members: Alec Isaacson – Council President

Danielle Shoykhet – Council Vice-President

Jillian DeLong, Joshua Mintz,

Ali B. Stern, Eric Synenberg, June E. Taylor

Clerk of Council: Whitney M. Crook, MMC

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**BEACHWOOD CITY COUNCIL MEETING MINUTES
MONDAY, SEPTEMBER 16, 2024, 7:00 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEYARD, BEACHWOOD, OHIO 44122**

Called to order at 7:00 PM by Council President Alec Isaacson

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

1. Roll Call

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

Absent - Mr. Mintz

Others Present- Mayor Berns, Mr. Arrietta, Ms. Bieterman, Police Chief Grispino,
Mr. Heiser, Fire Chief Holtzman, Mr. Hunt, Mr. Lombardi, Mr. Roenigk, Mr. Rose,
Mr. Schroeder, Mr. Smerigan, Ms. Turick

2. Reports

a. Mayor

Mayor Berns introduced Police Chief Grispino and welcomes him to his first Council Meeting. Mayor Berns mentioned the solar lighting presentation that is scheduled for Wednesday, September 18 @ 6 pm.

b. Council Member (non-agenda items)

Mr. Synenberg thanked everyone involved with the 8th Annual InMotion Run.

Mr. Isaacson discussed the Audit Report.

c. Department Directors

Mr. Arrietta discussed Phase II road program.

Ms. Turick stated Jim Mariano was present tonight to give summary of Deer Management proposal and to answer any questions Council may have.

Chief Grispino thanked Department Directors and Staff for being so welcoming.

Mr. Rose discussed successful Shred Day.

Mr. Roenigk gave an update regarding the two new schools currently under construction.

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

Ron Kulberg

Mr. Kulberg made remarks.

Mike Thursten

Mr. Thursten made remarks.

4. Approval of Minutes:

Committee of the Whole Meeting held on September 3, 2024

Regular Council Meeting held on September 3, 2024

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

Voice Vote

On the Approval:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

New Business

Ordinances

1. 2024-66

An Ordinance authorizing and directing the payment of certain claims (Bills) for professional and other services; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION

ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Ordinances (continued)

2. 2024-67

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

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

Voice Vote

On the Suspension:

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

Voice Vote

On the Adoption:

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

Resolutions

1. 2024-35

A Resolution authorizing the Mayor to enter into a Renewal Agreement with Public Entities Pool of Ohio (PEP), and authorizing payment for Liability Insurance Coverage for the term October 1, 2024 through September 30, 2025; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

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

Voice Vote

On the Adoption:

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

Resolutions (continued)

2. 2024-36

A Resolution accepting the Amounts and Rates as determined by the Budget Commission and authorizing the necessary Tax Levies and Certifying them to the County Fiscal Officer; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

3. 2024-37

A Resolution authorizing the Mayor to enter into an Agreement with Precision Wildlife Management, Ltd. to address Deer Management Issues in the City of Beachwood, Ohio, waiving competitive bidding; and declaring this to be an urgent measure

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

Voice Vote

On the Adoption:

Yes: 3

No: 3

Abstain: 0

Not Voting: 0

MOTION NOT ADOPTED

The Motion to authorize the Agreement was not adopted due to a tie vote, a Motion was then introduced to place this item on First Reading.

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

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED ITEM PLACED
ON FIRST READING

Any other matters coming before City Council

Adjournment

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

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 8:00 PM

Approved:

Clerk

Mayor

Next Regular Council Meeting will be held on: Tuesday, September 3, 2024 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please [visit:](http://www.BeachwoodOhio.com)
www.BeachwoodOhio.com

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

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**BEACHWOOD CITY COUNCIL
AUDIT COMMITTEE MEETING MINUTES
MONDAY, SEPTEMBER 30, 2024, 6:00 PM
at BEACHWOOD CITY HALL, CONFERENCE ROOM A,
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Called to order at 6:00 PM by Chairwoman June E. Taylor

June E. Taylor
Moe Safenovitz
Ali Stern

Roll Call

Present – Ms. Taylor, Mr. Safenovitz, Ms. Stern

Others Present – Mayor Berns, Ms. DeLong, Mr. Isaacson, Mr. Rose, Mr. Synenberg,

Agenda Items

1. Mayor's Report

Mayor Berns gave update on Fall Fest.

2. Discussion regarding 2023 Audit Report

Ms. Taylor introduced this item and introduced Audit Director, Harvey Rose.

Ms. Taylor then turned the discussion over to Mr. Rose and he reviewed the 2023 Audit Report with the Committee Members and others present.

The Committee was afforded an opportunity to comment and ask questions. Mr. Rose then moved on the next Agenda Item.

3. Discussion regarding 2024 Audit Plan

Mr. Rose then briefly discussed the 2024 Audit Plan.

The Committee was afforded an opportunity to comment and ask questions. Ms. Taylor then asked if there were any further questions and there were none.

4. Any other matters coming before the Audit Committee

None.

Adjournment

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

Yes: 3

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 6:36 PM

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.

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CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

To: Alec Isaacson, President of Council

From: Tina Turick, City Administrator 

Date: September 6, 2024

Subject: Proposal for Deer Management Services 2024/2025 – Precision Wildlife Management LTD.

Following our Committee of the Whole meeting on Tuesday, September 3rd, I am writing to formally request the inclusion of a proposal from Precision Wildlife Management on our next Council agenda. Precision submitted the attached proposal for deer management services for the 2024/2025 season, which was detailed in the attached PowerPoint presentation.

We recommend continuing our partnership with the City of Shaker Heights and Precision Wildlife for the management of deer in our City. The recommendation to consider this proposal stems from our ongoing commitment to managing the deer population in accordance with our Deer Management Plan. This plan was developed in collaboration with the Ohio Department of Natural Resources and is guided by a decision-making matrix that evaluates various factors, including resident feedback and the frequency of deer-vehicle incidents. As discussed, the thresholds for both residential concerns and documented accidents have been exceeded, highlighting the need for continued intervention.

As outlined in the attached PowerPoint presentation, last season the City of Beachwood donated 3,086 pounds of venison (approximately 12,000 meals) to those in need.

Thank you for your consideration. Please feel free to reach out if you have any questions or need further information.

Enclosures: PowerPoint Presentation
Precision Wildlife Management Proposal

Cc: Justin Berns, Mayor
Members of City Council
Larry Heiser, Finance Director
Dan Grispino, Police Chief
Chris Arrietta, Public Works Director
Ben Lombardi, Communications Manager
Whitney Crook, Clerk of Council

INTRODUCED BY:

RESOLUTION NO. 2024-37

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PRECISION WILDLIFE MANAGEMENT LTD. TO ADDRESS DEER MANAGEMENT ISSUES IN THE CITY OF BEACHWOOD, OHIO, WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor and Police Chief have recommended entering into an Agreement with Precision Wildlife Management, Ltd. to address Deer Management issues in the City of Beachwood, Ohio in an amount not to exceed One Hundred Three Thousand Five Hundred Dollars and No/ Cents (\$103,500.00); and

WHEREAS, Precision Wildlife Management, Ltd. employs trained snipers with skills, knowledge, experience, and expertise that are unique to a deer culling program with Beachwood and Shaker Heights. For these reasons, competitive bidding is waived.

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

Section 1: Based upon the recommendation of the City Council, the Mayor is hereby authorized to enter into an Agreement with Precision Wildlife Management, Ltd. to address Deer Management issues in the City of Beachwood, Ohio in an amount not to exceed One Hundred Three Thousand Five Hundred Dollars and No/ Cents (\$103,500.00). A copy of the Nuisance Wildlife Service Agreement is attached hereto and incorporated herein by reference as Exhibit "A".

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

Section 3: This Resolution is hereby declared to be an urgent measure which is immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that a Deer Management program may begin as soon as possible; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 16th day of September, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of September, 2024.

Clerk

Approval: I have approved this legislation this 17th day of September, 2024 and filed it with the Clerk.

Mayor

Precision Wildlife Management LTD
2598 Morning Star Drive, Hinckley, Ohio. 44233
James A. Mariano, President 216-264-9777

Nuisance Wildlife Service Agreement

This Nuisance Wildlife Service Agreement (the “Agreement”) is dated the 1st day of November 2024, by and between The City of Shaker Heights, an Ohio municipal corporation, 3400 Lee Road, Shaker Heights Ohio. 44120, (216) 491-1400 (hereinafter designated the “City”), and The City of Beachwood, an Ohio municipal corporation, 25325 Fairmount Blvd, Beachwood, Ohio. 44122, (216) 464-1070 (hereinafter designated the “City”) and Precision Wildlife Ltd., an Ohio limited liability company, 2598 Morning Star Drive, Hinckley, Ohio 44233 (216) 264-9777, (“Precision”), hereinafter designated.

1. Scope of Work:

- A. Precision will work with the City of Shaker Heights and Beachwood to address their Deer Management issues.

Precision shall provide the following services:

- i. Bait as needed, prior to the commencement of culling activity and throughout the culling season.
- ii. Precision will utilize special trail cameras at some of the bait sites.
- iii. Coordinate with the Cities, or their designee concerning bait site locations.
- iv. Coordinate with the Officer in Charge of both police departments during culling activities.
- v. Harvest deer and properly tag the deer carcasses for transportation.
- vi. Professionally remove deer carcasses, discreetly field dress deer outside the Cities and the venison will be provided to the needy in the area, in accordance with applicable state law.
- vii. Record sex, fetus information and age of deer and report the information to the Department of Natural Resources, Division of Wildlife in a timely manner.
- viii. Precision shall fill out the necessary paperwork for both cities to request deer permits from the Department of Natural Resources, Division of Wildlife.
- ix. Precision shall complete and provide an End of the Season culling report of both Cities to be forwarded to the Department of Natural Resources, Division of Wildlife by the City.

- B. Precision bases this Agreement on the following assumptions:

- Permission from the Cities and residents to cull on City and private property throughout both Cities. Minimum of 5-10 viable bait sites in Shaker Heights. Minimum of 10-15 viable bait sites in Beachwood. (A viable bait site is a site that is easily accessible, multiple deer visit the site regularly, it is and safe to harvest deer in a discrete manner.)
- The culling days will be at the discretion of Precision.

- The services will terminate upon the earlier of:
 - The harvesting of 90 Whitetail Deer or
 - March 31, 2025
- Cities will allow Precision to operate vehicles on paths in parks and median strips.
- Cities will allow Precision to harvest deer from vehicles
- Cities will allow Precision to confirm weapon is sighted in daily at the Service Department salt pile.
- Cities will provide current data on deer calls for service during the past year as well as the number of deer/vehicle collisions and deer carcasses removed by the Cities
- Cities will provide vegetation/biodiversity Plant Study Results if available as well as aerial deer survey, pellet survey or spotlight survey if available
- Cities will also provide information on updated deer management goals
- City will have signed contract with Precision in place by November 1, 2024, to start logistics and planning on November 1, 2024. Baiting and culling will start on or about December 1, 2024. Cities will grant permission to Precision to acquire private property and City bait sites.
- Cities will allow Precision to choose processor of their choice and donate all venison to persons in need in accordance with applicable state laws

2. Term:

The term of this Agreement shall commence on November 1, 2024, and shall terminate upon the earlier of the harvesting of 90 whitetail deer and completion of the end of the year culling report or March 31, 2025, unless extended in writing by agreement of the parties hereto, or unless sooner canceled or terminated as permitted herein.

3. Compensation:

Payment shall be made to Precision by the City of Shaker Heights and the City of Beachwood in the amount of 207,000.00 for services rendered in both Shaker Heights and Beachwood.

- Payment shall be made to Precision by the City of Shaker Heights in the amount of \$103,500.00 for services rendered. The City will receive an invoice for \$103,500.00 upon signing of contract. The \$51,750.00 will be due January 4, 2025. The remaining \$51,750.00 will be invoiced upon completion of culling 90 deer or March 31, 2025, and after the submission of the end of the season culling reports.
- Payment shall be made to Precision by the City of Beachwood in the amount of \$103,500.00 for services rendered. The City will receive an invoice for \$103,500.00 upon signing of contract. The \$51,750.00 will be due January 4, 2025. The remaining \$51,750.00 will be invoiced upon completion of

culling 90 deer or March 31, 2025, and after the submission of the end of the season culling reports.

- Invoices submitted by Precision to the Cities are due within 30 days of receipt.
- Upon the harvesting of 90 deer, a change order may be submitted by the Cities to harvest an additional 10 deer for \$23,000.00. Additional change orders may be submitted in increments of 10 deer for a total of 30 additional deer for the culling season.

4. Oversight and Notices:

All of the work done under this Agreement shall be performed under the oversight of the cities of Shaker Heights and Beachwood, or their designee. All notices, reports, and invoices required of this Agreement shall be provided to the Cities, or their designee by email or regular U.S. Mail to the City of Shaker Heights, 3400 Lee Road, Shaker Heights, Ohio, 44120 and to the City of Beachwood, 25325 Fairmount Blvd, Beachwood, Ohio, 44122.

5. Insurance:

Precision shall provide proof that it and its employees are covered by, at least \$1,000,000 of general liability insurance. Precision shall provide both Cities with a certificate of insurance for such policy. The certificate of insurance shall name the Cities as additional insured. Said certificate of insurance shall also provide that at least ten (10) days written notice shall be given to the cities of any material change in, or cancellation of, said insurance policies.

6. Independent Contractor:

Precision hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of either city. Precision shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to income, unemployment, and workers compensation; and the Cities will not provide, or contribute to any plan which provides benefits, including but not limited to unemployment, insurance, workers compensation, retirement benefits, liability insurance or health insurance. All individuals employed by Precision who provide personal services to the Cities are not public employees under state law.

7. Default:

Should Precision at any time fail in the performance of this Agreement, the Cities shall have the right to immediately, upon notice to Precision, suspend all work or any part thereof under this Agreement until such time as the Cities are satisfied that the work might continue, and/or the Cities may, after three (3) days written notice to Precision, to terminate the Agreement. The election by the Cities to either suspend or terminate this contract, or to refrain from doing so when it may have the right to do so, shall not be considered a waiver by the Cities of any of its rights under this contract or the law, but rather shall be considered additional to any such rights. In the event of the suspension, cancellation or termination of this Agreement by the Cities, the Cities of Shaker Heights and Beachwood agree to pay Precision for any approved work performed on both Cities on behalf for which the Cities of Shaker Heights and Beachwood have made no payment up to the time of said suspension, cancellation or termination.

8. Indemnification:

Precision shall indemnify and save harmless both Cities from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description made brought or recovered against the Cities by reason of any act or omission of Precision, its agents, or employees, in the execution of the work herein contracted for, or in the use by Precision of any equipment or procedures which do not fully comply with the state and federal regulations governing such use.

9. Assignments and Subcontracting:

This Agreement may not be assigned or transferred to any party or firm without the written permission of the Cities of Shaker Heights and Beachwood. To the extent that the Cities grants permissions for the assignment or transfer of this Agreement, the party or firm assuming responsibilities of Precision shall be bound by all the terms and conditions of this Agreement. Precision shall use only its own employees. No subcontractor, and no affiliate, agent or subsidiary of Precision shall perform work without the permission of the Cities.

10. Complete Contract:

This Agreement shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this Agreement shall be binding upon all parties.

In witness whereof, authorized representatives of the parties to this Agreement, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

Precision Wildlife Management LTD.

Witnesses:

1. _____
2. _____

Precision Wildlife Management LTD.

By: _____

Printed Name: James A. Mariano

President: _____

Tax ID. No. _____

Date: _____

City of Shaker Heights

Witnesses

1. _____
2. _____

Mayor: David Weiss

Mayor: _____

Date: _____

The sum of \$ _____ is
on and after (date) _____
in the City Treasury or in the process of
collection, to the credit of Fund# _____,
and not appropriated for any other purpose.

Purchase Order No. _____

Director: _____

John Potts, Director of Finance

Date: _____

Approved as to form:

Director: _____

William M. Ondrey Gruber, Director of Law. City of Shaker Heights

City of Beachwood

Witnesses

1. _____
2. _____

Mayor: Justin Berns

Mayor: _____

Date: _____

The sum of \$ _____ is
on and after (date) _____
in the City Treasury or in the process of
collection, to the credit of Fund# _____,
and not appropriated for any other purpose.

Purchase Order No. _____

Director: _____

Larry Heiser, Director of Finance

Date: _____

Approved as to form:

Director: _____

R. Todd Hunt, Director of Law. City of Beachwood

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: _____



Deer Management

2024 Program Review
September 3, 2024



Establishing A Balanced Deer Population

PROGRAM GOAL

To maintain a healthy and sustainable deer population that supports local ecosystems while minimizing conflicts.

EFFECTIVE MANAGEMENT

Helps prevent degradation of deer health and reduces negative impacts such as damage to landscaping, gardens, and the risk of deer related motor vehicle accidents.



Deer Management 101

- **Cultural Carrying Capacity:** Refers to the maximum number of deer that can coexist compatibly with humans.
- **Public Attitudes:** As deer-related issues increase, including deer-related accidents, landscape damage, and pet safety issues, so does the public's desire to reduce the deer population.
- **Annual Survey:** Public attitudes are assessed by an annual survey.
- **Deer Populations:** The Ohio Department of Natural Resources estimates a deer population of about 740,000, according to hunting data. This is has **increased** from 2018 to 2021, when the population was around 680,000.
- **2023–2024 harvest:** Ohio hunters harvested 213,928 white-tailed deer during the last hunting season.

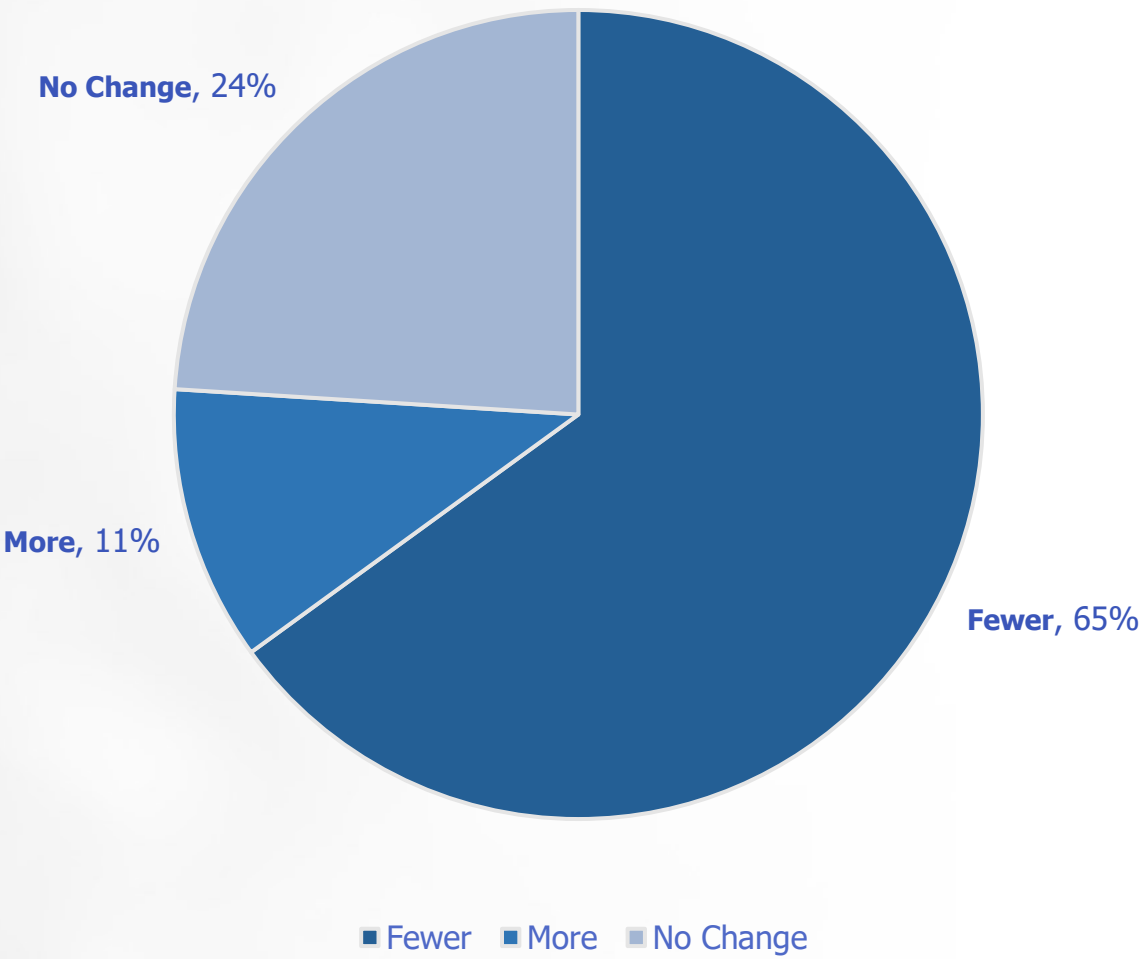
2024 Residential Survey Results

65%

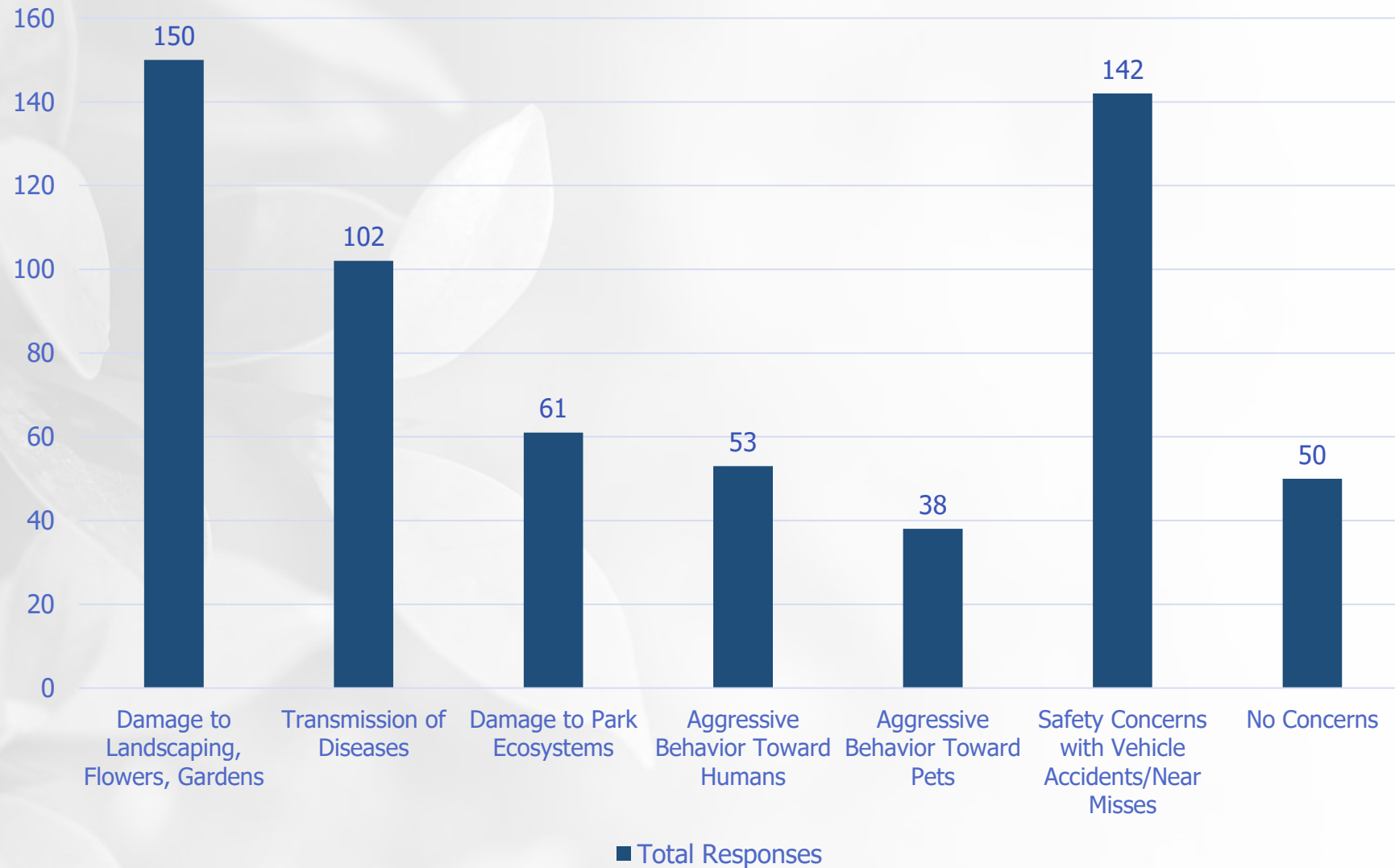
of residents want fewer deer.

Decision Making Matrix: Did more than 60% of residents express a desire to decrease the deer population?

If **yes**, management should continue.



Top Concerns from Residents





Deer-Related Incidents

January 2023-December 2023

Deer Pickups	19
Total Deer-Related Calls	56

August 2023-July 2024

Deer Pickups	20
Total Deer-Related Calls	65

Decision Making Matrix: Is the number of deer pickups in Beachwood above the desired level of 15?

If **yes**, management should continue.

Decision-Making Matrix

Under the guidance of the Ohio Department of Natural Resources (ODNR), our deer management plan was created and included a Decision-Making Matrix

A model based on two fundamental questions:

- 1.) **Public Safety:** Is the number of deer pickups in Beachwood above the desired level of 15?
- 2.) **Public Attitude:** Did more than 60% of residents express a desire to decrease the deer population?

PUBLIC SAFETY: Deer pickups exceed 15.

YES

NO

PUBLIC ATTITUDE: More than
60% In favor of population reduction.

YES

**Deer Population
Reduction**

City of Beachwood:
20 Deer Pickups
65% In Favor of Population Reduction

Deer Population
Reduction

**Decision
Making Matrix**

NO

Deer Population
Reduction

Deer Population
Maintenance

Collaboration = Successful Deer Management

The relationship between Shaker Heights and Beachwood, which is working together to effectively manage deer populations, was recognized with a commendation at this year's Ohio Wildlife Diversity Conference.

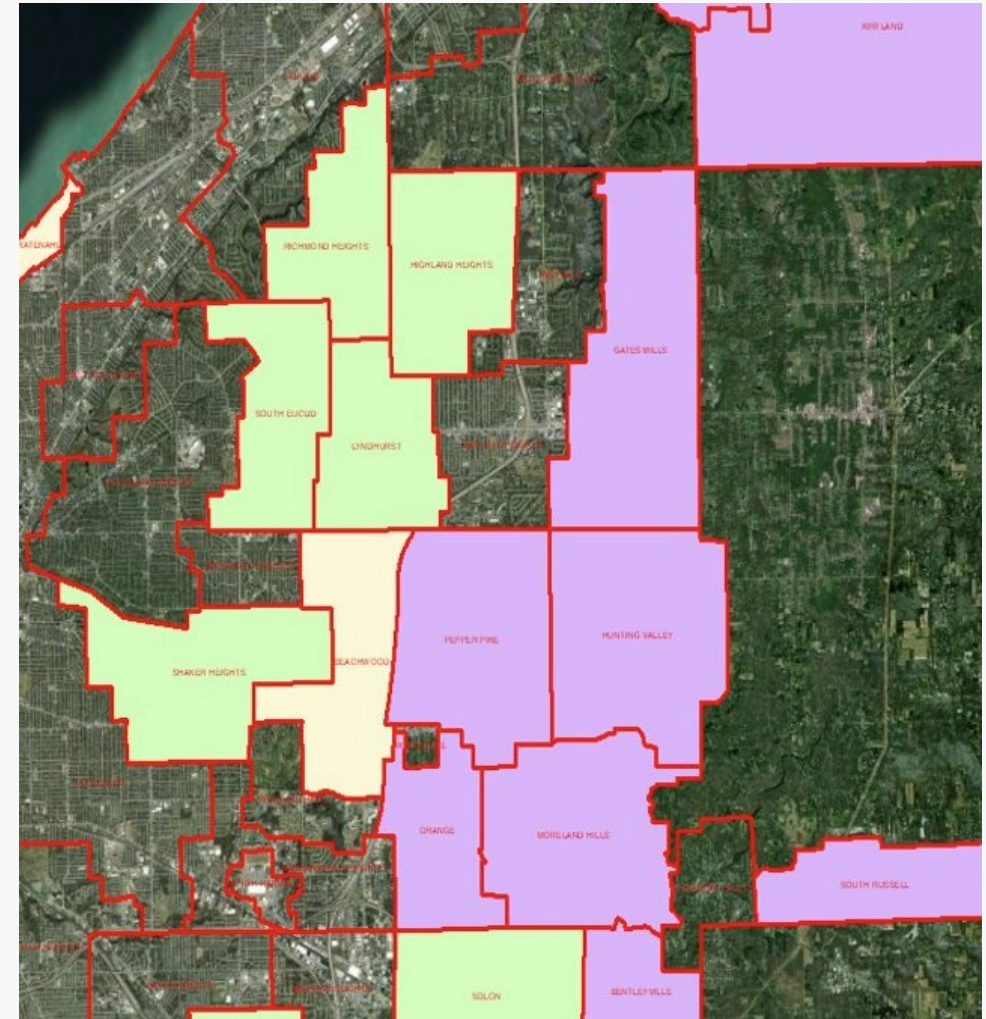


Surrounding Communities:

- South Euclid, Lyndhurst, and the Metroparks System all have deer management programs.
- Cleveland, Cleveland Heights, University Heights, Warrensville Heights, and Highland Hills do not currently have a deer management program. The numbers of deer are increasing in the area, illustrating the need for regional collaboration in deer management.

Map Color Legend:

Light Yellow = Beachwood | Purple = Hunting Permit (Bow) | Green = Sharp Shooting





2023-24 Season Recap

Last year's program made notable strides in balancing the local deer population, enhancing community safety, and supporting those in need through meal donations.

Deer Harvested	70 64% Beachwood 36% Shaker Heights
Pounds of Venison Donated	3,086
Approximate Meals Provided	12,000
Budget	\$100,000
Total Cost	\$70,000

Mayor Berns: Recommendation for 2024-25



- **Matrix-Based Decision:** Based on the decision-making matrix, which includes data on deer-vehicle accidents and the results from the residential survey, we recommend continuing the city's deer management efforts to address resident concerns and maintain public safety.
- **Regional Cooperation:** We continue to discuss expanding collaboration with neighboring communities, including Highland Hills, Orange Village, Warrensville Heights, Cleveland Heights, and University Heights.
- **Annual Review:** Beachwood's deer management plan will continue to be evaluated annually and adjusted accordingly.
- **Budget:** The proposal for 2024 includes harvesting 90 deer for \$103,500 by both Beachwood and Shaker Heights for removal, processing, and venison donation.
- **Recommendation:** Accept the contract from Precision Wildlife. Maintain partnership with Shaker Heights.

Precision Wildlife Management LTD

Who We Are:

- Precision has obtained results for the past 9 years in Shaker Heights and 2 years in Beachwood, meeting its goal of safely, humanely, and discreetly harvesting deer without any significant issues.
- Our team is committed to best practices in deer handling. Team members are required to pass the state law enforcement qualification for scoped rifle.
- Close working relationship with the ODNR, Division of Wildlife.
- One stop shop managing all aspects from start to finish without impacting city resources.





Precision Wildlife & Beachwood

- Based on criteria from the Ohio Department of Natural Resources (ODNR), the goal of a deer management program is to establish a deer population that maximizes recreational opportunity while minimizing conflicts with agriculture, motor travel and personal safety. **A deer management program will not, nor is it intended to, eliminate the deer population.**
- ODNR, Division of Wildlife is the governing body relating to deer management. ODNR relies on the cultural carrying capacity and safety data such as deer pickups and deer/vehicle accidents to determine the number of permits issued.

Precision Wildlife 2024-25 Proposal

Scope of Proposal:

Based on the cultural carrying capacity and past pickup information, we have been granted 90 deer permits this year.

Investment:

\$103,500.00 for each city

The following factors determined the investment increase:

- 29% increase in the number of deer to be harvested.
- The increase will necessitate additional costs and expenses.
- Due to more cities being involved in deer management in Northeast Ohio, the demand for deer processors has substantially increased which has driven up prices.



Precision Wildlife 2024-25 Proposal

- Precision has proven to be a reliable partner that is focused on results and customer service.
- Precision understands the exceptional service that Beachwood and Shaker residents have come to expect.
- Precision understands the sensitive nature of deer management and manages the risks.
- Precision has obtained results in a challenging environment for the past 8 years.
- Precision appreciates the opportunity to earn your business and maintain the excellent reputation of both cities.





CITY OF *Beachwood*

Final Comments

Mayor Justin Berns

Representatives from the City of Shaker
Heights

Beachwood Department Directors

Questions & Discussion

INTRODUCED BY:

AMENDED ORDINANCE NO. 2024-68

AN ORDINANCE AMENDING BCO SECTION 1111.03 TITLED “PROHIBITED USES”, OF THE CITY OF BEACHWOOD, OHIO PLANNING AND ZONING CODE

WHEREAS, an amendment to BCO Section 1111.03 of the City of Beachwood, Ohio Planning and Zoning Code has been requested; and

WHEREAS, Council referred said requested amendments to its Planning and Zoning Commission for study and a report and recommendation in accordance with BCO 1107.01;

WHEREAS, at its September 26, 2024, meeting, the Planning and Zoning Commission recommended the adoption of this Ordinance, and this Council has received its report of recommendation and scheduled a public hearing on the Ordinance not less than thirty (30) days after receipt of the report;

WHEREAS, this Council may take a final vote on this Ordinance following the public hearing;

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

Section 1: The Council of the City of Beachwood hereby amends Section 1111.03 of the City’s Planning and Zoning Code to prohibit commercial cultivation, processing, and/or distribution or sale of adult use cannabis as set forth in the amended text of said Section which is attached hereto and fully incorporated herein by reference as Exhibit “A”.

Section 2: Previous subdivision (a)(16) of Section 1111.03 is hereby repealed.

Section 23: 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.

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 ____ day of _____, 2024 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the day of ____ day of _____, 2024.

Clerk

Approval: I have approved this legislation this ____ day of _____, 2024 and filed it with the Clerk.

Mayor

EXHIBIT A

1111.03 PROHIBITED USES.

(a) The following uses shall be prohibited in any Use District:

(1) Billboards and advertising devices except signs advertising premises for sale, lease or rent, upon which premises such sign is located, or for advertising the business conducted in the building upon which such sign is placed.

(2) Garbage, dead animals or offal disposal or reduction plant.

(3) Slaughtering of fowls and/or animals.

(4) Crematories, mortuaries (funeral homes).

(5) Penal and correctional institutions.

(6) Lumber, coal or building supply yards.

(7) Scrap iron or junk storage, scrap paper or rag storage or baling, junk or used automobile yard or storage.

(8) Manufacturing or other business, which by reason of noise, smoke, vibration, odor or its inherent nature may constitute or may threaten to become a public nuisance or may endanger the public health, safety and general welfare.

(9) Motor freight depot.

(10) Trailer camp or park.

(11) Used car lot or used car sales, except in conjunction with an automobile sales agency selling new automobiles.

(12) Drive-in theaters.

(13) Restaurants with drive-thru facilities

(14) The sale of firearms and/or ammunition in any residential zoning district, provided however, that any person who has established a legal nonconforming use to sell firearms and/or ammunition prior to the effective date of this provision may continue to sell firearms and/or ammunitions provided that they maintain all applicable State and Federal permits and licenses. The nonconforming use may not be increased, enlarged, expanded, moved to another residential location, or transferred to another individual.

(15) Retail medical marijuana facilities, provided however, that Licensed Health Care Facilities may dispense medical marijuana as authorized by the State of Ohio.

(16) **Commercial** ~~C~~ultivation, and/or processing, **distribution and/or sale** of marijuana **adult use cannabis**.

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

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

Section 1:

For Supplies and Services	October 7th , 2024	\$ 34,326.00
Hennes Communications	Professional Services	\$ 160.00
Roetzel	Legal Services	\$ 23,566.00
Zieleniec	Professional Services	\$ 10,600.00

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

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

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

Attest: I hereby certify that this legislation was duly adopted on the 7th day of October 2024 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 8th day of October 2024 and filed it with the Clerk.

Mayor



HENNES
COMMUNICATIONS

CRISIS MANAGEMENT | CRISIS COMMUNICATIONS
LITIGATION COMMUNICATIONS | MEDIA TRAINING

Terminal Tower | 50 Public Square, Suite 3200 | Cleveland, Ohio 44113 | tel 216-321-7774
33 Merz Blvd. | Akron, Ohio 44333 | tel 330-310-9290
www.crisiscommunications.com

Invoice

Tina Turick
City of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

RECEIVED

SEP 13 2024

FINANCE DEPT

Invoice #	Date
4821	9/5/2024
P.O. No.	Terms
202200117	Net 30

Hours	Professional Services	Rate	Amount
0.4	Bruce Hennes - Consulting	400.00	160.00
APPROVED FOR PAYMENT BY: _____ DATE: _____ Approved: 9/6/24 P/O: _____ Tina Turick 2024-00997 Hennes Communications reserves the right to assess late fees as stated in the signed contract: "Any delinquent fees due HC within net thirty (30) days from receipt, shall carry interest at the rate of 10% per annum."			

Please make check payable to Hennes Communications LLC.
Remit to: 50 Public Square, Suite 3200; Cleveland, Ohio 44113

Our Federal Employer I.D. is 20-2129905.

Balance Due	\$160.00
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08/01/2024 to 08/31/2024

Beachwood, City of

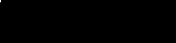
Personnel	Date	Description	Hours
Consulting			
Hennes, Bruce	08/06/2024	Call with Todd Hunt.	0.40

REVISED

RECEIVED

SEP 13 2024

FINANCE DEPT

FEDERAL TAX ID 

REMIT TO ADDRESS:

222 S. Main Street
Akron, Ohio 44308-1500
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

REMITTANCE PAGE

For Professional Services Rendered

Whitney.Crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1466577

Client/Matter: 144096.0004

Billing Atty: RTH

August 27, 2024

Re: EXCESS ROUTINE LEGAL SERVICES

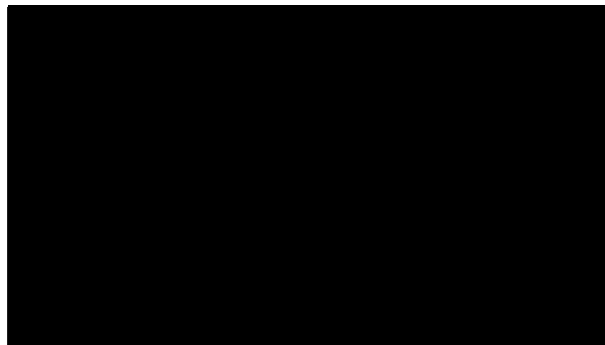
Invoice Total

\$ 4,992.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,
EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
222 S. Main Street
Akron, OH 44308-1500



APPROVED FOR PAYMENT
DATE: 8/10/24
P/O: 8084 - 00652

RECEIVED

SEP 13 2024

FINANCE DEPT

FEDERAL TAX ID [REDACTED]

REMIT TO ADDRESS:

222 S. Main Street
Akron, Ohio 44308-1500
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

REMITTANCE PAGE

For Professional Services Rendered

Whitney.Crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1466579

Client/Matter: 144096.0006

Billing Atty: RTH

August 27, 2024

Re: [REDACTED]

Invoice Total

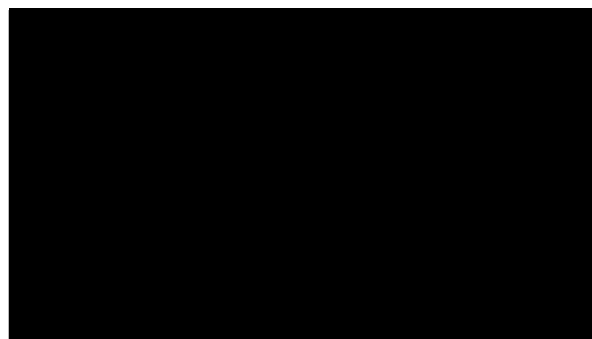
\$ 971.50

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
222 S. Main Street
Akron, OH 44308-1500



P/O: [REDACTED]
DATE: 8/27/24
BY: [Signature]
APPROVED FOR PAYMENT

RECEIVED

SEP 13 2024

FINANCE DEPT

FEDERAL TAX ID # [REDACTED]

REMIT TO ADDRESS:

222 S. Main Street
Akron, Ohio 44308-1500
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

REMITTANCE PAGE

For Professional Services Rendered

Whitney.Crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1466578
Client/Matter: 144096.0005
Billing Atty: RTH
August 27, 2024

Re: SPECIAL LEGAL SERVICES

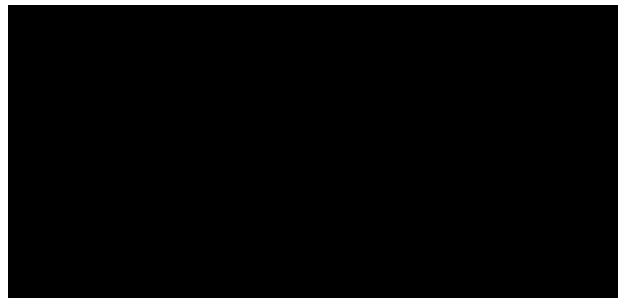
Invoice Total

\$ 3,852.50

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,
EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
222 S. Main Street
Akron, OH 44308-1500



APPROVED FOR PAYMENT
BY: *[Signature]*
DATE: 9/10/24
P/O: 3034-00652

RECEIVED

SEP 13 2024

FINANCE DEPT

FEDERAL TAX ID

REMIT TO ADDRESS:

222 S. Main Street
Akron, Ohio 44308-1500
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

REMITTANCE PAGE

For Professional Services Rendered

Whitney.Crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1466571

Client/Matter: 144096.0003

Billing Atty: RTH

August 27, 2024

Re: ROUTINE LEGAL SERVICES

Invoice Total

\$ 13,750.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
222 S. Main Street
Akron, OH 44308-1500

BY: 
DATE: 9/11/24
P/O: 9024-00652
APPROVED FOR PAYMENT



RECEIVED

SEP 16 2024

FINANCE DEPT

From

Zieleniec HR Solutions LLC

33850 Parkview Road
Willoughby Hills, Ohio 44092

ZIELENIEC

HR SOLUTIONS

Invoice ID **623**
Issue Date **07/05/2024**
Due Date **07/20/2024 (Net 15)**
Subject **[REDACTED] Workplace Investigation - Phase I**

Invoice For **City of Beachwood**

Item Type	Description	Quantity	Unit Price	Amount
Service	[REDACTED]	1.00	\$1,600.00	\$1,600.00
Amount Due				\$1,600.00

Notes

Invoice per agreement entered into on June 25, 2024.



ZIELENIEC
HR SOLUTIONS

RECEIVED

SEP 16 2024

FINANCE DEPT

From

Zieleniec HR Solutions LLC

33850 Parkview Road
Willoughby Hills, Ohio 44092

Invoice ID

625

Issue Date

09/05/2024

Due Date

09/20/2024 (Net 15)

Invoice For

City of Beachwood

Item Type	Description	Quantity	Unit Price	Amount
Service		2.50	\$400.00	\$1,000.00
Service		8.00	\$400.00	\$3,200.00
Service		2.00	\$400.00	\$800.00
Service		2.00	\$400.00	\$800.00
Service		2.00	\$400.00	\$800.00
Service		3.00	\$400.00	\$1,200.00
Service		3.00	\$400.00	\$1,200.00

Amount Due \$9,000.00

INTRODUCED BY:

ORDINANCE NO. 2024-70

AN ORDINANCE DECLARING CERTAIN PROPERTY USED BY THE POLICE DEPARTMENT DEPARTMENT AS SURPLUS PROPERTY NO LONGER NEEDED FOR A PUBLIC USE AND AUTHORIZING ITS SALE ON GOVDEALS, INC. IN ACCORDANCE WITH CODIFIED ORDINANCE SECTION 131.03(a); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood Finance Director has determined that certain property as outlined in the attached memo is no longer needed for use in the City; and

WHEREAS, the Mayor is authorized to sell surplus property through an Internet Auction Listing Service pursuant to BCO Section 131.03(a)(2)(C)(1); and

WHEREAS, the Finance Director recommends the disposal and sale of the property through GovDeals, Inc.

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

Section 1: In accordance with BCO Section 131.03(a) and based upon the recommendation of the Finance Director, the Mayor has determined that certain property as outlined in the memorandum to the Mayor dated September 11, 2024, which is attached hereto and incorporated herein as Exhibit "A", is surplus property no longer needed for a public use. Furthermore, Council hereby authorizes the Mayor to sell the surplus property through the Internet Auction Listing Service, GovDeals, Inc.

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

Section 3: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that the sale and disposal of certain property as outlined may be facilitated as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 7th day of October, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 8th day of October, 2024.

Clerk

Approval: I have approved this legislation this 8th day of October, 2024, and filed it with the Clerk.

Mayor

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Justin Berns; Director Chris Arrietta, Finance Chair Jillian Delong
FROM: Larry Heiser, Finance Director *LH*
DATE: September 11, 2024
SUBJECT: 2019 Ford Explorer

The Service Department has indicated that the following 2019 Ford Explorer is aged and is no longer needed. I am asking for permission to sell the following on Govdeals.

2019 Ford Explorer K-9 unit. Vin: 1FM5K8AR9KGA29384 60,994 miles

With your approval, I would like to place it on the next available agenda for Council approval.

Please call or email if you have any questions.

INTRODUCED BY:

ORDINANCE NO. 2024-71

AN ORDINANCE AMENDING BEACHWOOD CODIFIED ORDINANCE SECTION 618.18, TITLED “DANGEROUS AND VICIOUS DOGS”; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, an amendment to BCO Section 618.18, titled “Dangerous and Vicious Dogs” has been requested to further the public health, safety and welfare.

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

Section 1: Council hereby amends Beachwood Codified Ordinance Section 618.18, titled “Dangerous and Vicious Dogs”, to read and provide, in its entirety, as set forth in Exhibit “A” which is attached hereto and fully incorporated by reference herein.

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

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

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

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

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

Clerk

Approval: I have approved this legislation this ____ day of _____, 2024, and filed it with the Clerk.

Mayor

EXHIBIT A

618.18 DANGEROUS AND VICIOUS DOGS.

a) As used in this section:

1) ~~"Dangerous dog"~~ "Nuisance dog" is defined as follows:

- A) ~~"Dangerous dog"~~ "Nuisance dog" means a dog that, without provocation, and subject to subsection (a)(1)B. hereof, has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person, while that dog is off the premises of its owner, keeper or harbinger and not under the reasonable control of its owner, keeper, harbinger or some other responsible person, or not physically restrained or confined in a locked pen which has a top, locked fenced yard or other locked enclosure which has a top.
- B) ~~"Dangerous dog"~~ "Nuisance dog" does not include a police dog that has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.

2) "Menacing fashion" means that a dog would cause any person being chased or approached to reasonably believe that the dog will cause physical injury to that person.

3) "Police dog" means a dog that has been trained, and may be used, to assist one or more law enforcement officers in the performance of their official duties.

~~"Without provocation" means that a dog was not teased, tormented or abused by a person, or that the dog was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog as a means of carrying out such activity.~~

4)

5) "Dangerous Dog" is defined as follows:

- A) "Dangerous dog" means a dog that, without provocation, and subject to division (a)(5)(B) of this section, has done any of the following:
 - (1) Caused injury, other than killing or serious injury, to any person;
 - (2) Killed another dog;
- B) "Dangerous dog" does not include a police dog that has caused injury, other than killing or serious injury, to any person or has killed another dog while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.

6) "Serious injury" is defined as follows:

- (1) Any physical harm that carries a substantial risk of death
- (2) Any physical harm that involves permanent incapacity whether partial or total, or a temporary, substantial incapacity
- (3) Any physical harm that involves permanent disfigurement or a temporary, serious disfigurement;
- 3)(4) Any physical harm that involves acute pain of a duration that results in substantial suffering or any degree of prolonged or intractable pain

4)7) "Vicious dog" is defined as follows:

- A) "Vicious dog" means a dog that, without provocation and subject to paragraph (a)(4)7)B. hereof, meets any of the following requirements:
 - (1) Has killed or caused serious injury to any person; or

~~(2) Has caused injury, other than killing or serious injury to any person, or has killed another dog.~~

B) "Vicious dog" does not include either of the following:

- (1) ~~1.~~—A police dog that has killed or caused serious injury to any person or that has caused injury, other than killing or serious injury, to any person while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties;
- (2) A dog that has killed or caused serious injury to any person while a person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper or harbinger of the dog.

~~5) 1) "Without provocation" means that a dog was not teased, tormented or abused by a person, or that the dog was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog as a means of carrying out such activity.~~

b) Except when a dangerous or vicious dog is lawfully engaged in hunting or training for the purpose of hunting and is accompanied by the owner, keeper, harbinger, or handler of the dog, no owner, keeper, or harbinger of a dangerous or vicious dog shall fail to do either any of the following:

1) While that dog is on the premises of the owner, keeper or harbinger, securely confine it at all times in a building, in a locked pen that has a top, locked fenced yard or other locked enclosure that has a top, except that a dangerous dog may, in the alternative, be tied with a leash or tether so that the dog is adequately restrained;

2) Have the leash or tether controlled by a person who is of suitable age and discretion or securely attach, tie, or affix the leash or tether to the ground or a stationary object or fixture so that the dog is adequately restrained and station such a person in close enough proximity to that dog so as to prevent it from causing injury to any person

3) While that dog is off the premises of the owner, keeper or harbinger, keep that dog on a chain-link leash or tether that is not more than six feet in length and additionally do at least one of the following:

- A) Keep that dog in a locked pen that has a top, locked fenced yard or other locked enclosure that has a top;
- B) Have the leash or tether controlled by a person who is of suitable age and discretion or securely attach, tie or affix the leash or tether to the ground or stationary object or fixture so that the dog is adequately restrained and station such a person in close enough proximity to that dog so as to prevent it from causing injury to any person;
- C) Muzzle that dog.

c) No owner, keeper or harbinger of a vicious dog shall fail to obtain liability insurance with an insurer authorized to write liability insurance in this State providing coverage in each occurrence, subject to a limit, exclusive of interest and costs, of not less than one hundred thousand dollars (\$100,000) because of damage or bodily injury to or death of a person caused by the vicious dog. (ORC 955.22)

d) If a violation of subsection (b) hereof involves a dangerous dog, then, in addition to the penalty provided in Section 698.02, the court may order the offender to personally supervise the dangerous dog that he or she owns, keeps or harbors, to cause that dog to complete dog obedience training, or to do both, and the court may order the offender to obtain liability insurance pursuant to subsection

- (c) hereof. The court, in the alternative, may order the dangerous dog to be humanely destroyed by a licensed veterinarian, the County Dog Warden or the County Humane Society. (ORC 955.99(F))
- e) If a violation of subsection (b) hereof involves a vicious dog, whoever violates that subsection is guilty of one of the following:
- 1) A felony of the fourth degree on a first or subsequent offense if the dog kills or seriously injures a person. Prosecution shall be made under Ohio R.C. 955.22(D) and the penalty shall be as provided in Ohio R.C. 2929.11. Additionally, the court shall order that the vicious dog be humanely destroyed by a licensed veterinarian, the County Dog Warden or the County Humane Society.
 - 2) A misdemeanor of the first degree on a first offense and a felony of the fourth degree on each subsequent offense. Prosecution for the misdemeanor shall be under this section and the penalty shall be as provided in Section 698.02. Prosecution for the felony shall be under Ohio R.C. 2929.11. Additionally, the court may order the vicious dog to be humanely destroyed by a licensed veterinarian, the County Dog Warden or the County Humane Society.
 - 3) A misdemeanor of the first degree if the dog causes injury, other than killing or serious injury, to any person. The penalty shall be as provided in Section 698.02. (ORC 965.99(G))
- f) Whoever violates subsection (c) hereof is guilty of a misdemeanor of the first degree. Punishment shall be as provided in Section 698.02. (ORC 955.99)

618.20ORC 955.22 states that:

INSURANCE COVERAGE FOR DOG LIABILITY

a) No owner, keeper, or harbinger of a dog in the City shall fail to do all the following:

1) Maintain public liability insurance, with an insurer authorized to write liability insurance in this state, subject to a limit, exclusive of interest and costs, in a single incident amount of no less than \$10,000.00 for bodily injury to or death of any person or persons for damage to property owned by any effective insurance policy with the coverage and in the amounts specified herein must be maintained by the owner, keeper or harbinger at all times; and

2) Furnish evidence of the policy of insurance required under this section to a City law enforcement official upon demand

b) Whoever violates this section is guilty of a minor misdemeanor on the first offense, a misdemeanor of the fourth degree on the second offense, and a misdemeanor of the third degree on the third or any subsequent offense.

(E) No person who has been convicted of or pleaded guilty to three or more violations of division (C) of this section involving the same dog and no owner, keeper, or harbinger of a dangerous dog shall fail to do the following:

(1) Obtain liability insurance with an insurer authorized to write liability insurance in this state providing coverage in each occurrence because of damage or bodily injury to or death of a person caused by the dangerous dog if so ordered by a court and provide proof of that liability insurance

upon request to any law enforcement officer, county dog warden, or public health official charged with enforcing this section;

(2) Obtain a dangerous dog registration certificate from the county auditor pursuant to division (1) of this section, affix a tag that identifies the dog as a dangerous dog to the dog's collar, and ensure that the dog wears the collar and tag at all times;

(3) Notify the local dog warden immediately if any of the following occurs:

(a) The dog is loose or unconfined;

(b) The dog bites a person, unless the dog is on the property of the owner of the dog, and the person who is bitten is unlawfully trespassing or committing a criminal act within the boundaries of that property;

(c) The dog attacks another animal while the dog is off the property of the owner of the dog;

(4) If the dog is sold, given to another person, or dies, notify the county auditor within ten days of the sale, transfer, or death;

Memorandum

To: Larry Heiser *JAH*
From: Craig Kaufman, IT Manager
Subject: VMware
Date: September 9, 2024

It is time to renew our maintenance for VMware software licenses. VMware is an integral part of our IT infrastructure, providing us with essential tools for server virtualization, cloud management, and network security.

Last year VMware was purchased from Broadcom and changes were made to the Maintenance. Now we must commit to a 5-year agreement in the amount of \$76,297.60.

The State of Ohio is utilizing an existing Ohio Revised Code as its purchase authority for VMware: ORC 127.16(D)(23).

I am recommending the renewal of this contract thru OARnet for \$76,297.60.

Feel free to contact me with any questions.

INTRODUCED BY:

RESOLUTION NO. 2024-38

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OHIO ACADEMY RESOURCES NETWORK (OARNET) FOR THE PURCHASE OF VMWARE SOFTWARE LICENSES FOR THE CITY OF BEACHWOOD THROUGH A STATE OF OHIO COOPERATIVE PURCHASING COMPETITIVE SELECTION PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the IT Manager has recommended entering into an agreement with Ohio Academy Resources Network (OARnet) to purchase VMware Software which provides essential tools for server virtualization, cloud management, and network security;

WHEREAS, OARnet is a State of Ohio initiative that operates as a fiscal arm of the State through The Ohio State University and obtains its software products through a competitive selection process that comports with City of Beachwood Codified Ordinance 121.09(d)(1) as it applies to the City's purchases of goods and services exceeding \$50,000;

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

Section 1: Based upon the recommendation of the IT Manager, the Mayor is hereby authorized to enter into an agreement with Ohio Academy Resources Network (OARnet) to purchase VMware Software in a total amount not to exceed Seventy Six Thousand Two Hundred Ninety Seven Dollars and Sixty Cents (76,297.60) in accordance with the quotation received therefrom, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

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

Attest: I hereby certify this legislation was duly adopted on the 7th day of October, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 8th day of October, 2024.

Clerk

Approval: I have approved this legislation this 8th day of October, 2024, and filed it with the Clerk.

Mayor



1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • www.oar.net

TO: Harvey Rose
Audit Director
City of Beachwood
25325 Fairmount Blvd
Beachwood, OH 44122 USA

FROM: OARnet
1224 Kinnear Rd
Columbus, OH 43212

EMAIL: harvey.rose@beachwoodohio.com

EMAIL: oarnetvmware@oar.net

WEB: www.oar.net

PHONE: (216) 595-3712

FAX: (216) 292-1985

FAX: (614) 292-9397

TERMS: OARnet-VMware ELA
Remit to: The Ohio State University
Accounts Receivable
PO Box 182905, Columbus, Ohio 43218-2905
Payment Terms: Net 30
Credit Cards: VISA/MasterCard/AMEX/DISCOVER (2.85% processing fee)

QUOTE NO: 40523214
QUOTE DATE: 09/09/2024
QUOTE EXPIRES: 10/24/2024
TOTAL QUOTE: \$76,297.60

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
YEAR 1						
1	VCF-CLD-FND-EDG-5-2	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2024 End Date: 07/30/2025	\$78.58	\$78.58	128	\$10,058.24
2	VCF-CLD-FND-EDG-5-2	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2024 End Date: 07/30/2025	\$40.03	\$40.03	64	\$2,561.92
YEAR 1 SUBTOTAL:						\$12,620.16
YEAR 2						
3	VCF-CLD-FND-EDG-5-2	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2025 End Date: 07/30/2026	\$86.35	\$86.35	128	\$11,052.80
4	VCF-CLD-FND-EDG-5-2	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2025 End Date: 07/30/2026	\$43.99	\$43.99	64	\$2,815.36
YEAR 2 SUBTOTAL:						\$13,868.16
YEAR 3						
5	VCF-CLD-FND-EDG-5-2	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2026 End Date: 07/30/2027	\$94.89	\$94.89	128	\$12,145.92
6	VCF-CLD-FND-EDG-5-2	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2026 End Date: 07/30/2027	\$48.34	\$48.34	64	\$3,093.76
YEAR 3 SUBTOTAL:						\$15,239.68
YEAR 4						



1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • www.oar.net

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
7	VCF-CLD-FND-EDG-5-2	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2027 End Date: 07/30/2028	\$103.14	\$103.14	128	\$13,201.92
8	VCF-CLD-FND-EDG-5-2	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2027 End Date: 07/30/2028	\$52.54	\$52.54	64	\$3,362.56
YEAR 4 SUBTOTAL:						\$16,564.48
YEAR 5						
9	VCF-CLD-FND-EDG-5-2	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2028 End Date: 07/30/2029	\$112.11	\$112.11	128	\$14,350.08
10	VCF-CLD-FND-EDG-5-2	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2028 End Date: 07/30/2029	\$57.11	\$57.11	64	\$3,655.04
YEAR 5 SUBTOTAL:						\$18,005.12
SUBTOTAL:						\$76,297.60
TOTAL QUOTE:						\$76,297.60

Please note, by executing this quote, you agree to purchase the above software through July 30, 2029. You have the ability to pay for the entire amount or for the current year listed. This quote reflects current pricing and is valid through the above expiration date. Prior to submitting a PO, ensure this quote has not expired. If the quote has expired, please request a refreshed quote.

TO ORDER: Submit a copy of this quote along with your PO to: oarnetvmware@oar.net. Quote number should be referenced on your Purchase Order.

OARnet Terms and Conditions

The use of these products and services are governed by the following terms and conditions provided herein.

VMware by Broadcom Terms and Conditions

The terms and condition OARnet negotiated with VMware by Broadcom are shown in the VMware by Broadcom Foundation Agreement available for reveiw on the OARnet website at <https://www.oar.net/services/application>. These terms and conditions cannot be changed.

OARnet Terms and Conditions

1. Payment Terms

Failure to Pay: End User shall pay to OARnet the amounts set forth for the Products and Services within this quote. Payment is due upon 30 days of receipt of invoice. Pursuant to Section 2 below, OARnet may terminate this Agreement and demand End User no longer use the Product upon the failure of End User to pay charges when due. Such termination or denial will not relieve End User of responsibility of the payment of all accrued charges, plus reasonable interest, and any collection fees as allowable under Ohio Revised Code

2. Term and Termination

The initial term of this Agreement shall commence on the date this Agreement is executed and shall continue until July 30, 2029. OARnet may terminate this Agreement upon 30 days' notice for End User's failure to pay invoice(s) when due or immediately for material breach of any other term of this Agreement and demand End User no longer use the Product. If the Term of this Agreement extends into fiscal years subsequent such continuation may be contingent upon the appropriation of funds from the Ohio Legislature or Controlling Board or legal funding entity. If such funds are not appropriated, End User may terminate this Agreement in whole upon written notice to OARnet.

3. Early Termination

In the event of Early Termination, the End User will be responsible for 100% of the unpaid balance for the remaining term of the contract unless the termination is the result of a non-appropriation of funds.

4. Limitation of Liability

OARnet shall not be liable to End User for any damage arising out of any event that is beyond the control of OARnet. OARnet shall not be liable to End User for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages of any kind, however caused, arising out of or in connection with the use or provision of the Product, whether based in contract, tort or any other legal theory, and whether or not OARnet has been made aware of the possibility of those damages.

5. Compliance with Applicable Law and Other Obligations

End User must comply with all laws, regulations, and policies applicable to their use of the Product, including, without limitation, U.S. export laws concerning use of the Product.

7. Governing Law and Jurisdiction

This Agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this agreement must be brought in an Ohio court of competent jurisdiction

8. Entire Agreement; Amendments

This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. This Agreement may not be modified by and shall supersede any additional or contradictory term or condition of, any current or future purchase order from End User unless OARnet expressly agrees otherwise in writing. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

END USER CONTACT INFORMATION

Entity/Customer/End User Name: _____

Portal Folder Name (if known): _____

Technical Contact (Primary):

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Billing Contact:

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

IN WITNESS WHEREOF, customer hereto warrants and represents that this order form has been executed by a duly authorized representative, and it constitutes the legal, valid, and binding obligation.

Signature: _____

Name: _____

Title: _____

Date: _____

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

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: September 17, 2024

RE: Council Agenda Item: Ready-Mix Concrete

Mayor,

In 2025, the Public Works Department will continue to utilize ready-mix concrete for our sidewalk replacement program and road repairs. Our current contract with JAB Supply will expire at the end of this year. With your permission, we would like to go out to bid and place this item on the next council agenda.

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

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: September 17, 2024

RE: Council Agenda Item: Timberlane and Green Sanitary Relief Sewer Project

Mayor,

The GPD Group has completed the design and estimated cost for phase two (2) of the Timberlane and Green Sanitary Relief Sewer Project and we are requesting approval for public bidding.

Phase two (2) includes the installation of a sanitary relief sewer on Greenlawn Road and Beachwood Boulevard. The sanitary sewer will connect to the new sewer on Green Road that was installed in the first phase. The sewer will continue east on Greenlawn Road and head South on Beachwood Boulevard to Timberlane Road. The estimated construction cost for this phase is \$3,000,000.

This project was recommended by the Northeast Ohio Regional Sewer District as a direct result of the Heights Hilltop Study that was performed in 2020. Northeast Ohio Regional Sewer District has awarded the city with \$1,500,000 in Member Community Infrastructure Program funding for this project.

With your permission, we would like to place this on the next council agenda.