CITY OF Beachwood

REGULAR CITY COUNCIL MEETING MINUTES
MONDAY, DECEMBER 2, 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, Mr. Mintz, Ms. Shoykhet, Ms. Stern, Mr. Synenberg, Ms. Taylor
   Absent - None
   Others Present - Mayor Berns, Mr. Arrietta, 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 acknowledged the passing of former Law Director Louis Orkin and asked for a moment of silence. The Mayor then gave an update on the Fairmount Temple property and discussed a partial power outage that had occurred at Beachwood Place in th previous week.

   b. Council Member (non-agenda items)

      Mr. Mintz thanked Public Works for all their work.

      Ms. Shoykhet thanked the Indian American Family Affinity Group and Beachwood School for hosting the Diwali celebration.

      Ms. DeLong also thanked Public Works and offered a job well done.

      Mr. Isaacson also discussed his attendance at the Diwali celebration.

c. Department Directors

Mr. Arrietta thanked Council for their kind words and discussed the ongoing Public Words food drive and thanked Ms. Shoykhet for making the first donation.

Mr. Schroeder also discussed the Public Works Food Drive and spoke about the upcoming Beachwood Bingo night event.

Police Chief Grispino spoke about a new online safety service offered to residents. This new service offers an online platform to request overnight parking and vacation checks. The link is available on the City's website and social media platforms.

Fire Chief Holtzman spoke about the 7th annual Olivia's Dream toy drive. Chief Holtzman stated donations can be dropped off at Fire Station 1 through December 12th.

Mr. Heiser complimented Beachwood resident, Howard Klein and thanked him for his bringing an issue to Mr. Heiser's attention.

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)**

(Please see Video Recording for full remarks:
https://www.beachwoodohio.com/528/Live-Stream-Recorded-Meetings)

Amber Joyner
Ms. Joyner made remarks.

Kyle Fishman
Mr. Fishman made remarks.

Prerna Khemka
Ms. Khemka made remarks.

4. Public Hearing
An Ordinance Amending BCO Section 1111.03 titled "Prohibited Uses" of the City of Beachwood, Ohio Planning and Zoning Code
Placed on First Reading: October 7, 2024
Placed on Second Reading and Referred to Public Hearing: October 21, 2024

Council President Isaacson opened this Public Hearing for remarks. There were no public remarks on this matter and the Public Hearing was adjourned.

5. Approval of Minutes:
Committee of the Whole Meeting held on November 13, 2024
Safety and Public Health Committee held on November 18, 2024
Committee of the Whole Meeting held on November 18, 2024
Regular Council Meeting held on November 18, 2024

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

Voice Vote

On the Approval:
Yes: 6
No: 0
Abstain: 1
Not Voting: 0

Old Business

Ordinances

1. 2024-77

An Ordinance making appropriations for Current Expenditures and Other Expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2025, January 1, 2025 to December 31, 2025, inclusive and authorizing the Transfer of Funds from the General Fund (101) to the Capital Projects Fund (441); and declaring this to be an urgent measure
Placed on First Reading November 18, 2024
Placed on Second Reading December 2, 2024

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

Voice Vote

On the Adoption:
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED - PLACED ON SECOND READING

New Business

1. **2024-78**

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: J. Mintz

Voice Vote

On the Suspension:
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

2. **2024-79**

An Ordinance Amending Appropriations for Current Expenditures and Other Expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2024, January 1, 2024 to December 31, 2024, inclusive; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Ordinances (continued)

3. 2024-80

An Ordinance amending the 2023 Administrative Salary Ordinance for the City of Beachwood, Ohio; and declaring this to be an urgent measure

Moved by: J. Mintz, Seconded by: E. Synenberg

Voice Vote

On the Suspension:
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

4. 2024-81

An Ordinance rezoning of 2509 and 2515 South Green Road, Beachwood, Ohio (PPN# 741-09-002 and 741-09-001), from U-1 Single Family Residential District to U-5 Public and Institutional District
Placed on First Reading and Referred to Planning & Zoning Commission

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

Voice Vote

On the Adoption:
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED – PLACED ON FIRST READING

5. 2024-82

An Ordinance rezoning 23250 Chagrin Boulevard, Beachwood, Ohio (PPN# 742-23-002), from U-7A General Office Building District to U-3C Planned Multi Family Residential District
Tabled until December 16, 2024

Moved by: A. Isaacson, Seconded by: A. Stern

Voice Vote

On the Adoption:
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED - TABLED

Resolutions

1. **2024-52**

A Resolution accepting the proposed dates for Regular City Council Meetings for 2025 for the City of Beachwood, Ohio; and declaring this to be an urgent measure

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

Voice Vote	**On the Suspension:** Yes: 7 No: 0 Abstain: 0 Not Voting: 0 MOTION ADOPTED
Voice Vote	**On the Adoption:** Yes: 7 No: 0 Abstain: 0 Not Voting: 0 MOTION ADOPTED

2. **2024-53**

A Resolution authorizing the Mayor to accept a Quotation from Ports Petroleum, Co., Inc. for the purchase of Petroleum or the City of Beachwood, Ohio; waiving competitive bidding; and declaring this to be an urgent measure

Ms. Shoykhet recused herself from this item due to a business relationship

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

Voice Vote	**On the Suspension:** Yes: 6 No: 0 Abstain: 0 Not Voting: 0 MOTION ADOPTED
Voice Vote	**On the Adoption:** Yes: 6 No: 0 Abstain: 0 Not Voting: 0 MOTION ADOPTED

Resolutions (continued)

3. **2024-54**

A Resolution authorizing the Mayor to purchase Backup Storage Hardware for the City of Beachwood, Ohio; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

4. **2024-55**

A Resolution authorizing the Mayor to enter into a Member Community Infrastructure Grant Program Agreement (MCIP) with the Northeast Ohio Regional Sewer District ("NEORSD") for the Timberlane/Green Sanitary Sewer Relief Sewer Project Phase 2; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Resolutions (continued)

5. 2024-56

A Resolution accepting a Certain Bid from JAB Supply Corporation for Ready-Mix Concrete for 2025; and declaring this to be an urgent measure

Moved by: E. Synenberg, Seconded by: D. Shoykhet

Voice Vote

On the Suspension:
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Motions

1. A Motion authorizing the Clerk of Council to advertise for Bids for the 2025 Street Striping Program per BCO 121.09 and ORC 7.16

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

   Voice Vote

   On the Adoption:
   Yes: 7
   No: 0
   Abstain: 0
   Not Voting: 0
   MOTION ADOPTED

Any other matters coming before City Council

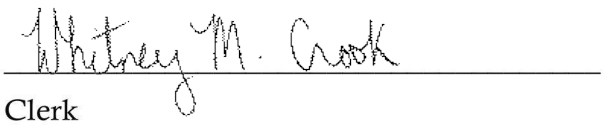
None

Adjournment

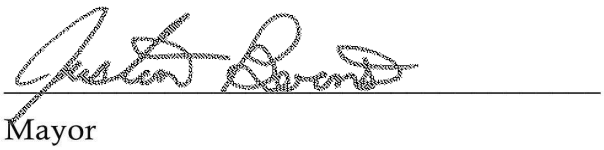
Motion to Adjourn - Moved by: A. Isaacson, Seconded by: J. Taylor
Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 7:42 PM

Approved:



Clerk



Mayor

Next Regular Council Meeting will be held on: Monday, December 16, 2024 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit: www.BeachwoodO hio.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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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.

INTRODUCED BY: J. Taylor ORDINANCE NO. 2024-78

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

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

Section 1:

For Supplies and Services	December 2nd, 2024	$ 74,208.04
GPD	Engineering Services	$ 36,052.52
Michael Wildermuth	Professional Services	$ 1,125.00
Roetzel	Legal Services	$ 32,374.00
Sixmo Architecture	Professional Services	$ 437.50
Civic Plus	Professional Services	$ 4,219.02

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

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

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

Attest: I hereby certify that this legislation was duly adopted on the 2nd day of December 2024 and presented to the Mayor.

Whitney M. Crook

Clerk

Approval: I have approved this legislation this 3rd day of December 2024 and filed it with the Clerk.

Mayor

Summary of Engineering Invoices

December 2, 2024 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2024 ENCUMBRANCES	2023	2022
2024119.02-10	10/31/2024	$22,268.00	$0.00	$22,268.00	Capital			X		
2024119.08-3	10/31/2024	$1,465.50	$0.00	$1,465.50	Capital			X		
2024119.01-10	10/31/2024	$2,592.39	$0.00	$2,592.39	General			X		
2024120.03-2	10/31/2024	$148.50	$0.00	$148.50	General			X		
2024120.02-10	10/31/2024	$398.13	$0.00	$398.13	Deposits	Board of Education		X		
2024119.04-9	11/8/2024	$9,180.00	$0.00	$9,180.00	Capital			X		
		Total To Pay		**$36,052.52**						

Total Capital Fund	**$32,913.50**
Total General Fund	**$2,740.89**
Total Deposits	**$398.13**
Total Street Const. Mant.	**$0.00**
Less: Billable Charges	($398.13)
Net Paid by City:	**$35,654.39**

RECEIVED
NOV 15 2024
FINANCE DEPT

GPD GROUP

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

Invoice

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

October 31, 2024
Invoice No: 2024119.02 - 10

Invoice Total $22,268.00

Project 2024119.02 Beachwood- 2024 Road Improvement Program

Professional Services from September 28, 2024 to October 25, 2024

Task 101 Phase 2 Roads - Design
P.O. #2024-01455

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	4.00	148.50	594.00	
Totals	4.00		594.00	
Total Labor				**594.00**
			Total this Task	**$594.00**

Billings to Date

	Current	Prior	Total
Labor	594.00	34,896.38	35,490.38
Totals	**594.00**	**34,896.38**	**35,490.38**

Task 200 Construction Admin./Inspection
P.O. #2024-00447

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	11.00	148.50	1,633.50
Sr. Project Manager			
Goetz, Kristy	1.00	123.00	123.00
Design Engineer			
Libert, Alicia	24.50	105.50	2,584.75
Saunders, Andrew	15.00	105.50	1,582.50

SVC
APPROVED FOR PAYMENT
BY:
DATE: 11-5-24
P/O: 2024-01455- 3741.75
2024-00447- 18526.25

Project	2024119.02	Beachwood- 2024 Road Improvement Program		Invoice	10

Sr. Designer					
Woycitzky, Robert		142.00	88.75	12,602.50	
	Totals	193.50		18,526.25	
	Total Labor				**18,526.25**
				Total this Task	**$18,526.25**

Billings to Date

	Current	Prior	Total
Labor	18,526.25	85,483.76	104,010.01
Totals	**18,526.25**	**85,483.76**	**104,010.01**

Task 201 Phase 2 Roads - CA/CI

P.O. #2024-01455

Professional Personnel

		Hours	Rate	Amount	
Project Principal					
Ciuni, Joseph		18.00	148.50	2,673.00	
Design Engineer					
Libert, Alicia		4.50	105.50	474.75	
	Totals	22.50		3,147.75	
	Total Labor				**3,147.75**
				Total this Task	**$3,147.75**

Billings to Date

	Current	Prior	Total
Labor	3,147.75	47,184.64	50,332.39
Totals	**3,147.75**	**47,184.64**	**50,332.39**

Total this Invoice **$22,268.00**

Outstanding Invoices

Number	Date	Balance
8	9/13/2024	41,182.00
9	10/11/2024	31,761.38
Total		**72,943.38**

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024119.02-1	2024119.02	01/26/24	SERVICE	$11,548.75
03/08/24	2024119.02-2	2024119.02	02/23/24	SERVICE	$12,511.75
04/12/24	2024119.02-3	2024119.02	03/29/24	SERVICE	$21,923.76
05/10/24	2024119.02-4	2024119.02	04/26/24	SERVICE	$14,482.75
06/13/24	2024119.02-5	2024119.02	05/31/24	SERVICE	$35,316.25
07/12/24	2024119.02-6	2024119.02	06/28/24	SERVICE	$30,087.51
08/09/24	2024119.02-7	2024119.02	07/26/24	SERVICE	$5,374.76
09/13/24	2024119.02-8	2024119.02	08/30/24	SERVICE	$41,182.00
10/11/24	2024119.02-9	2024119.02	09/27/24	SERVICE	$31,761.38
10/31/24	2024119.02-10	2024119.02	10/25/24	SERVICE	$22,268.00
					$226,456.91

RECEIVED
NOV 15 2024
FINANCE DEPT

GPD GROUP

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

Invoice

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

October 31, 2024
Invoice No: 2024119.08 - 3

Invoice Total $1,465.50

Project 2024119.08 Beachwood - 3754 Concord - Stormwater
P.O. #~~2024-00118~~

Professional Services from September 28, 2024 to October 25, 2024

Task 100 Hydraulic Analysis

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	2.00	148.50	297.00	
Sr. Project Manager				
Long, Andrew	1.50	123.00	184.50	
Rufener, Jesse	8.00	123.00	984.00	
Totals	11.50		1,465.50	
Total Labor				**1,465.50**
			Total this Task	**$1,465.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	1,465.50	2,116.50	3,582.00
Limit			5,000.00
Remaining			1,418.00

Total this Invoice $1,465.50 IR

Outstanding Invoices

Number	Date	Balance
2	9/13/2024	1,255.50
Total		**1,255.50**

Billings to Date

	Current	Prior	Total
Labor	1,465.50	2,116.50	3,582.00
Totals	**1,465.50**	**2,116.50**	**3,582.00**

APPROVED FOR PAYMENT
BY: [signature]
DATE: 11-5-24
2024-00061

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
08/09/24	2024119.08-1	2024119.08	07/26/24	SERVICE	$861.00
09/13/24	2024119.08-2	2024119.08	08/30/24	SERVICE	$1,255.50
10/31/24	2024119.08-3	2024119.08	10/25/24	SERVICE	$1,465.50

$3,582.00

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NOV 15 2024
FINANCE DEPT

GPD GROUP

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

Invoice

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

October 31, 2024
Invoice No: 2024119.01 - 10

Invoice Total $2,592.39

Project 2024119.01 Beachwood - General Engineering

Professional Services from September 28, 2024 to October 25, 2024

Task 100 General Meeting Attendance

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	3.00	148.50	445.50	
Traffic and Engineering Meetings				
Sr. Project Manager				
Wojciechowski, Kevin	1.00	123.00	123.00	
NEORSD Watershed Advisory Meeting				
Totals	4.00		568.50	
Total Labor				**568.50**
		Total this Task		**$568.50**

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

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	1.00	148.50	148.50
2025 Road Program Estimates.			
Ciuni, Joseph	1.00	148.50	148.50
2025 Roads - final estimates			
Ciuni, Joseph	2.00	148.50	297.00
Meeting with CWD - Lead Lines			
Sr. Project Manager			
Fini, Nicholas	.50	123.00	61.50
Campus Road			
Fini, Nicholas	.50	123.00	61.50
County preventive maintenance application			
Fini, Nicholas	1.00	123.00	123.00
Preventive maintenance application			

JWC
APPROVED FOR PAYMENT
BY:
DATE: 11-5-24
P/O: 2024-00061

Project	2024119.01	Beachwood - General Engineering		Invoice	10
Washko, Thomas		1.50	123.00	184.50	
Chagrin Blvd. Culvert Coor. w/ODOT					
Sr. Engineer					
Stonitsch, Erik		.50	113.75	56.88	
County Maintenance Application					
Staff Engineer/Architect					
Bartlett, Margaret		.50	94.25	47.13	
2025 Preventative Maintenance Application and county route striping estimate					
Bartlett, Margaret		8.00	94.25	754.00	
2025 Preventative Maintenance Application and county route striping quantities					
Bartlett, Margaret		1.00	94.25	94.25	
County Maintenance App finalization					
Bartlett, Margaret		.50	94.25	47.13	
Sent 2025 County Route Maintenance Application					
	Totals	18.00		2,023.89	
	Total Labor				**2,023.89**
			Total this Task		**$2,023.89**
			Total this Invoice		**$2,592.39**

Outstanding Invoices

Number	Date	Balance
8	9/13/2024	2,164.00
9	10/11/2024	481.50
Total		**2,645.50**

Billings to Date

	Current	Prior	Total
Labor	2,592.39	13,074.25	15,666.64
Totals	**2,592.39**	**13,074.25**	**15,666.64**

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024119.01-1	2024119.01	01/26/24	BUILDING	$842.25
03/08/24	2024119.01-2	2024119.01	02/23/24	BUILDING	$1,877.00
04/12/24	2024119.01-3	2024119.01	03/29/24	BUILDING	$1,978.75
05/10/24	2024119.01-4	2024119.01	04/26/24	BUILDING	$1,741.50
06/13/24	2024119.01-5	2024119.01	05/31/24	BUILDING	$1,050.00
07/12/24	2024119.01-6	2024119.01	06/28/24	BUILDING	$1,653.75
08/09/24	2024119.01-7	2024119.01	07/26/24	BUILDING	$1,285.50
09/13/24	2024119.01-8	2024119.01	08/30/24	BUILDING	$2,164.00
10/11/24	2024119.01-9	2024119.01	09/27/24	BUILDING	$481.50
10/31/24	2024119.01-10	2024119.01	10/25/24	BUILDING	$2,592.39
					$15,666.64

RECEIVED
NOV 15 2024
FINANCE DEPT

GPD GROUP

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

Invoice

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

October 31, 2024
Invoice No: 2024120.03 - 2

Invoice Total $148.50

Project 2024120.03 Beachwood - Lakepoint Office Park LLC

Professional Services from September 28, 2024 to October 25, 2024

Task 100 Plan Review and inspection

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	1.00	148.50	148.50
Totals	1.00		148.50
Total Labor			**148.50**
		Total this Task	**$148.50**
		Total this Invoice	**$148.50**

Outstanding Invoices

Number	Date	Balance
1	9/13/2024	297.00
Total		**297.00**

Billings to Date

	Current	Prior	Total
Labor	148.50	297.00	445.50
Totals	**148.50**	**297.00**	**445.50**

APPROVED FOR PAYMENT Bldg
BY:
DATE: 11-5-24
P/O: 2024-00062

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
09/13/24	2024120.03-1	2024120.03	08/30/24	BUILDING	$297.00
10/31/24	2024120.03-2	2024120.03	10/25/24	BUILDING	$148.50
					$445.50

RECEIVED
NOV 15 2024
FINANCE DEPT

GPD GROUP

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

Invoice

Board of Education
#2024-0138

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

October 31, 2024
Invoice No: 2024120.02 - 10

Invoice Total $398.13

Project 2024120.02 Beachwood - Beachwood City Schools

Professional Services from September 28, 2024 to October 25, 2024

Task 100 Bryden ES - Plan Review and Inspection

Professional Personnel

	Hours	Rate	Amount	
Sr. Engineer				
Gorman, Jacqueline	1.00	113.75	113.75	
Totals	1.00		113.75	
Total Labor				**113.75**
			Total this Task	**$113.75**

Task 101 Hilltop ES - Plan recview and inspection

Professional Personnel

	Hours	Rate	Amount	
Sr. Engineer				
Gorman, Jacqueline	2.50	113.75	284.38	
Totals	2.50		284.38	
Total Labor				**284.38**
			Total this Task	**$284.38**
			Total this Invoice	**$398.13**

Outstanding Invoices

Number	Date	Balance
8	9/13/2024	1,994.51
9	10/11/2024	1,365.01
Total		**3,359.52**

APPROVED FOR PAYMENT
BY: Bldg
DATE: 11.5.24
P/O: NO PO 783.000.53130

Billings to Date

	Current	Prior	Total
Labor	398.13	11,999.66	12,397.79
Totals	**398.13**	**11,999.66**	**12,397.79**

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024120.02-1	2024120.02	01/26/24	BUILDING	$1,615.50
03/08/24	2024120.02-2	2024120.02	02/23/24	BUILDING	$297.00
04/12/24	2024120.02-3	2024120.02	03/29/24	BUILDING	$2,748.38
05/10/24	2024120.02-4	2024120.02	04/26/24	BUILDING	$752.00
06/13/24	2024120.02-5	2024120.02	05/31/24	BUILDING	$1,674.63
07/12/24	2024120.02-6	2024120.02	06/28/24	BUILDING	$1,333.38
08/09/24	2024120.02-7	2024120.02	07/26/24	BUILDING	$219.25
09/13/24	2024120.02-8	2024120.02	08/30/24	BUILDING	$1,994.51
10/11/24	2024120.02-9	2024120.02	09/27/24	BUILDING	$1,365.01
10/31/24	2024120.02-10	2024120.02	10/25/24	BUILDING	$398.13
					$12,397.79

RECEIVED
NOV 15
FINANCE DEPT

GPD GROUP

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

Invoice

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

November 08, 2024
Invoice No: 2024119.04 - 9

Invoice Total $9,180.00

Project 2024119.04 Beachwood - Bryden Sewer Pre-Design
P.O. #2024-00448
Max Not to Exceed $175,404.00
Professional Services from September 28, 2024 to October 25, 2024

Task 100 Pre-Design
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Hewitt, James	2.00	148.50	297.00	
Sr. Project Manager				
Rufener, Jesse	35.00	123.00	4,305.00	
Wojciechowski, Kevin	2.50	123.00	307.50	
Design Engineer				
Wojciechowski, Taylor	9.00	105.50	949.50	
Totals	48.50		5,859.00	
Total Labor				**5,859.00**
			Total this Task	**$5,859.00**

Task 170 Survey
Professional Personnel

	Hours	Rate	Amount	
Survey Project Manager				
Treat, Adam	27.00	123.00	3,321.00	
Totals	27.00		3,321.00	
Total Labor				**3,321.00**
			Total this Task	**$3,321.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	9,180.00	112,955.38	122,135.38
Limit			175,404.00
Remaining			53,268.62

Total this Invoice $9,180.00

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

APPROVED FOR PAYMENT
BY:
DATE: 11-11-24
P/O: 2024-00448

Project	2024119.04	Beachwood - Bryden Sewer Pre-Design	Invoice	9

Outstanding Invoices

Number	Date	Balance
7	9/13/2024	13,931.75
8	10/11/2024	4,618.00
Total		**18,549.75**

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/08/24	2024119.04-1R	2024119.04	02/23/24	SERVICE	$478.50
04/12/24	2024119.04-2R	2024119.04	03/29/24	SERVICE	$3,568.50
05/10/24	2024119.04-3R	2024119.04	04/26/24	SERVICE	$22,128.25
06/14/24	2024119.04-4	2024119.04	05/31/24	SERVICE	$24,902.38
07/10/24	2024119.04-5	2024119.04	06/28/24	SERVICE	$39,463.25
08/09/24	2024119.04-6	2024119.04	07/26/24	SERVICE	$3,864.75
09/13/24	2024119.04-7	2024119.04	08/30/24	SERVICE	$13,931.75
10/11/24	2024119.04-8	2024119.04	09/27/24	SERVICE	$4,618.00
11/08/24	2024119.04-9	2024119.04	10/25/24	SERVICE	$9,180.00

$122,135.38

RECEIVED
NOV 15 2024
FINANCE DEPT

MHW

MICHAEL H. WILDERMUTH, AIA, ARCHITECT

November 5, 2024

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

Re: **Building Department**
INVOICE
Plan Review Services for October 2024

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

Plan Review for the month of October 2024..... $1125.00
Cost Breakdown Sheet Attached

Total amount due.....$1125.00

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

101 General fund $812.50
783 Deposit fund $312.50

APPROVED FOR PAYMENT
BY:
DATE: 11-12-24
P/O:

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

MHW
MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

		October 2024		
MHW Job No	Beachwood Receipt No.	Job Name	Time	
CB2436-1 10-13-2024	2024-06924	Prestige Unit 1 FP	2.0H	$250.00
CB2437-1 10-13-2024	2024-07458	26600 George Zeiger	2.0H	$250.00
CB2438-1 10-21-2024	2024-07550	27500 Cedar #306 FP	2.5H	$312.50
CB2431-3 9-23-24	2024-02421	Primrose B 2 & 3	2.5H	$312.50
		Total	**9.0 H**	**$1125.00**

ROETZEL
FOCUSED ON WHAT MATTERS TO YOU

RECEIVED
NOV 15 2024
FINANCE DEPT

REMIT TO ADDRESS:
P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [redacted]

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: 1473686
Client/Matter: 144096.0003
Billing Atty: RTH
October 30, 2024

Re: ROUTINE LEGAL SERVICES

APPROVED FOR PAYMENT
BY: [signature]
DATE: 11/8/2024
P/O: 2024-01699

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
P.O. Box 5404
Akron, OH 44334

[redacted]

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

ROETZEL
FOCUSED ON WHAT MATTERS TO YOU

RECEIVED
NOV 15 2024
FINANCE DEPT

REMIT TO ADDRESS:
P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [redacted]

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: 1473687
Client/Matter: 144096.0004
Billing Atty: RTH
October 30, 2024

Re: EXCESS ROUTINE LEGAL SERVICES

Invoice Total **$ 2,568.00**

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334

[redacted]

APPROVED FOR PAYMENT
BY: [signature]
DATE: 11/19/2024
P/O: 2024-01699

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

ROETZEL
FOCUSED ON WHAT MATTERS TO YOU

RECEIVED
NOV 15 [illegible]
FINANCE DEPT

REMIT TO ADDRESS:
P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [redacted]

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: 1473688
Client/Matter: 144096.0005
Billing Atty: RTH
October 30, 2024

APPROVED FOR PAYMENT
BY: [signature]
DATE: 11/8/2024
P/O: 2024-01699

Re: SPECIAL LEGAL SERVICES

Invoice Total **$ 7,772.00**

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334

[redacted]

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

ROETZEL
FOCUSED ON WHAT MATTERS TO YOU

RECEIVED
NOV 15
FINANCE DEPT

REMIT TO ADDRESS:
P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [redacted]

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: 1473689
Client/Matter: 144096.0006
Billing Atty: RTH
October 30, 2024

Re: [redacted]

APPROVED FOR PAYMENT
BY: [signature]
DATE: 11/8/2024
P/O: 2034-01699

Invoice Total **$ 7,580.50**

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334

[redacted]

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

ROETZEL
FOCUSED ON WHAT MATTERS TO YOU

RECEIVED
NOV 15 '24
FINANCE DEPT

REMIT TO ADDRESS:
P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [redacted]

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: 1473690
Client/Matter: 144096.0007
Billing Atty: RTH
October 30, 2024

Re: [redacted]

APPROVED FOR PAYMENT
BY: [signature]
DATE: 11/18/2024
P/O: 2024-01699

Invoice Total **$ 703.50**

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334

[redacted]

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

ARCHITECTURE

RECEIVED
NOV 15 2024
FINANCE DEPT

Invoice

Date 11/4/2024
Invoice # 10247

Remit Payment to :
Sixmo Architecture
204 Front Street
Marietta, OH 45750

Bill To
City of Beachwood
25325 Fairmount Blvd
Beachwood, OH 44122

Project
Beachwood Plan Exams 2024

For questions regarding this invoice :
Contact Jodi Masters at 740-452-7434 ext. 128

P.O. Number	Payment Terms
	Net 30

Description	Prior Billed	Current Billing
2024-06303 Prosymmetry FS 10-7-24		125.00
2024-06303 Prosymmetry 10-7-24		125.00
2024-05831 Nuvia Smiles FS 10-7-24		187.50

Total Due : $437.50

APPROVED FOR PAYMENT
CK:
DATE: 11-12-24
P/O:

101 General Fund $250.00
783 Deposit Fund $187.50

ARCHITECTURE

PLAN EXAMINATION FEE CALCULATION

City of Beachwood
25325 Fairmount Blvd
Brian Roenigk, Building Commissioner

Plan Review / Invoice No.: 2024-06303

Plans Examiner: Patrick E. Thornton, Master Plans Examiner, ID # 1499
Remit Payment to: **SIXMO Architecture 204 Front Street, Marietta, Ohio 45750**

Date of Initial Review: October 5, 2024

Project Name: Prosymmetry FS
Project Address: 3201 Enterprise Pkwy
Project Description: Fire Suppression
Area of Work: 3441 sq. ft.

Initial Submittal:

Initial Review Date: October 5, 2024

1 hours @ $125.00 $ 125.00

Estimated Reimbursables: $

Sub-Total $ 125.00

Subsequent Review:

Review Date:

hours @ $125.00 $

Estimated Reimbursables: $

Sub-Total $ 0.00

Current Grand Total **$ 125.00**

ARCHITECTURE

PLAN EXAMINATION FEE CALCULATION

City of Beachwood
25325 Fairmount Blvd
Brian Roenigk, Building Commissioner

Plan Review / Invoice No.: 2024-06303

Plans Examiner:	Patrick E. Thornton, Master Plans Examiner, ID # 1499
Remit Payment to:	**SIXMO Architecture 204 Front Street, Marietta, Ohio 45750**
Date of Initial Review:	September 12, 2024
Date of 2nd Review:	October 5, 2024
Project Name:	Prosymmetry
Project Address:	3201 Enterprise Pkwy, Ste 200
Project Description:	Alteration
Area of Work:	3,448 sq. ft.

Initial Submittal:

Initial Review Date: September 12, 2024

_____ hours @ $125.00 $ _____

Estimated Reimbursables: $ _____

Sub-Total $ 0.00

Subsequent Review:

Review Date: October 5, 2024

1 hours @ $125.00 $ 125.00

Estimated Reimbursables: $ _____

Sub-Total $ 125.00

Current Grand Total **$ 125.00**

ARCHITECTURE

PLAN EXAMINATION FEE CALCULATION

City of Beachwood
25325 Fairmount Blvd
Brian Roenigk, Building Commissioner

Plan Review / Invoice No.: 2024-05831

Plans Examiner: Patrick E. Thornton, Master Plans Examiner, ID # 1499
Remit Payment to: **SIXMO Architecture 204 Front Street, Marietta, Ohio 45750**

Date of Initial Review: October 7, 2024

Project Name: Nuvia Smiles FS
Project Address: 3401 Enterprise Pkwy
Project Description: Fire Suppression
Area of Work: 6498

Initial Submittal:

Initial Review Date: October 7, 2024

1.5	hours @	$125.00		$ 187.50
Estimated Reimbursables:				$
			Sub-Total	$ 187.50

Subsequent Review:

Review Date:

	hours @	$125.00		$
Estimated Reimbursables:				$
			Sub-Total	$ 0.00

Current Grand Total **$ 187.50**

CIVICPLUS

RECEIVED
NOV 18 2024
FINANCE DEPT

Invoice
PAST DUE
#310953
8/20/2024
PO #

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

Bill To

Whitney Crook
City of Beachwood, OH
25325 Fairmount Boulevard
Beachwood OH 44122

TOTAL DUE

$4,219.02

Due Date: 9/19/2024

Terms	Due Date	PO #	Approving Authority
Net 30	9/19/2024		

Qty	Item	Start Date	End Date
1	CivicClerk- Standard	8/20/2024	8/19/2025

Total	$5,163.47
Due	**$4,219.02**

To pay your invoice with a credit card **Click Here**.

APPROVED FOR PAYMENT
BY:
DATE: 11/18/2024
P/O: 2024-02169

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

[redacted]

INTRODUCED BY: D. Shoykhet ORDINANCE NO. 2024-79

AN ORDINANCE AMENDING APPROPRIATIONS FOR CURRENT EXPENDITURES AND OTHER EXPENSES OF THE CITY OF BEACHWOOD, STATE OF OHIO, FOR THE FISCAL YEAR 2024, JANUARY 1, 2024, TO DECEMBER 31, 2024, INCLUSIVE; AND DECLARING THIS TO BE AN URGENT MEASURE

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

WHEREAS, on February 5, 2024, City Council approved Ordinance No. 2024-21, amending Ordinance No. 2023-123;

WHEREAS, on June 10, 2024, City Council approved Ordinance No. 2024-56, amending Ordinance No. 2024-21;

WHEREAS, on August 20, 2024, City Council approved Ordinance No. 2024-61, amending Ordinance No. 2024-56;

WHEREAS, on October 4, 2024, City Council approved Ordinance No. 2024-73, amending Ordinance No. 2024-61;

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

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

Section 1: Based upon the recommendation of the Finance Director, the City's appropriations, as authorized in Ordinance Number 2023-123, Ordinance Number 2024-21, Ordinance Number 2024-56, Ordinance Number 2024-61, and Ordinance No. 2024-73 are hereby amended to reflect the increases and/or decreases set out in the attached appropriations, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Attest: I hereby certify this legislation was duly adopted on the 2nd day of December, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2024.

Whitney M. Crook

Clerk

Approval: I have approved this legislation this 3rd day of December, 2024, and filed it with the Clerk.

Mayor

22407892 _1

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Justin Berns, Finance Chair Jillian DeLong
FROM: Larry Heiser, Finance Director LAH
DATE: November 21, 2024
SUBJECT: 2024 Fifth Budget Amendment

I am requesting the fifth budget amendment for 2024,

General Fund 101

Increasing the Fire Budget (Other) by $400,000 for the purchase of the new ambulance and reducing the Finance Budget by $912,000 thereby reducing the total General Fund budget by $512,000. The reduction by $912,000 in the finance budget is related to the tax incentive to Eaton, as Eaton had filed with the Ohio Department of Taxation (ODT) for the first time at the end of 2023 and my initial discussions with ODT indicated that the City would be sent an invoice. In the end ODT netted the payment with deposits and therefore the $912,000 was not needed. This also explains why Municipal income taxes are flat for 2024, as the revenue did not flow to the City from the State but was netted. Additionally, I did indicate to the Fire Chief there is money in the Fire budget for the new ambulance which was approved at the last council meeting, however instead moving monies around 30 different sub accounts within the Fire Budget I am asking to amend the Fire budget by $400,000 (Other) and specifically 101.231.57240 Vehicles for the purchase of the new ambulance, this does not indicate that the fire department will be going on a spending spree in the month of December, just easier to add $400,000 to one line item than move monies around over 30 line items. The City administration discourages departments to spend at year end to pad their supplies, get ahead for 2025 but to rely on the fact that unspent funds are still available within the General Fund moving forward. We have reinforced that we do not operate under the use it or lose budget mentality.

Please call or email if you have any questions.

City of Beachwood
2024 Appropriations **Exhibit A**

General Fund	Department	Wages & Benefits	Other	Total
	101 Council	**$ 265,400**	$ 78,000	**$ 343,400**
	121 Mayor	**$ 564,300**	$ 252,900	**$ 817,200**
	122 Economic Development	$ 178,200	$ 431,000	$ 609,200
	123 Human Resources	$ 162,700	$ 59,700	$ 222,400
	131 Finance Department	**$ 1,559,500**	**$ 18,422,200**	**$ 19,981,700**
	141 Law Department	**$ 490,530**	**$ 456,400**	**$ 946,930**
	221 Police	$ 12,530,900	$ 1,302,300	$ 13,833,200
	231 Fire	$ 10,178,300	**$ 1,003,400**	**$ 11,181,700**
	341 Service Administration	$ 7,167,300	$ 5,227,700	$ 12,395,000
	511 Community Services	$ 1,317,700	$ 728,900	$ 2,046,600
	512 Camps	$ 446,500	$ 177,000	$ 623,500
	531 Pools and Parks	**$ 461,000**	$ 621,600	**$ 1,082,600**
	611 Building	$ 1,204,800	$ 300,800	$ 1,505,600
	General Fund			**$ 65,589,030**
Revolving Loan Fund	102 Revolving Loan Fund		$ 500,000	$ 500,000
	Total General Fund			**$ 66,089,030**
Special Revenue Fund	**Fund #**			
	211 Street Construction Maint. & Repair	$ -	$ 350,000	$ 350,000
	212 State Highway	$ -	$ 150,000	$ 150,000
	231 Mayor's Court Improvement	$ -	$ 50,000	$ 50,000
	241 Federal Equitable Sharing	$ -	$ 120,000	$ 120,000
	243 Drug Law Enforcement	$ -	**$ 175,000**	**$ 175,000**
	251 Barkwood	$ -	$ 3,400	$ 3,400
	261 Blossom Lane Street Lights	$ -	$ 2,400	$ 2,400
	262 George Zieger Drive Street Lights	$ -	$ 30,000	$ 30,000
	271 One Ohio Opioid		$ 16,500	$ 16,500
	281 American Rescue Plan Fund	**$ 420,019**	$ -	**$ 420,019**
	282 NOPEC Grant Fund	$ -	**$ -**	**$ -**
	283 ESID Fund	$ -	**$ 113,297**	**$ 113,297**
	291 Eaton TIF Fund	$ -	$ 4,350,000	$ 4,350,000
	292 Omnova TIF Fund	$ -	$ 268,196	$ 268,196
	Total Special Revenue Fund			**$ 6,048,812**
Debt Service Fund	**Fund #**			
	331 General Bond Retirement		$ 918,000	$ 918,000
	Total Debt Service Fund			$ 918,000
Capital Improvement Fund	**Fund #**			
	441 Capital Improvement		**$ 16,000,000**	**$ 16,000,000**
	Total Capital Improvement			$ 16,000,000
Internal Service Fund	**Fund #**			
	501 Workers' Compensation Self Insurance		$ 160,000	$ 160,000
	Total Internal Service Fund			$ 160,000
Trust and Agency Funds	**Fund #**			
	782 Commercial Permit Tax		$ 50,000	$ 50,000
	783 Deposit Fund		$ 120,000	$ 120,000
	784 Police Pension Fund		**$ 570,000**	**$ 570,000**
	785 Zone Income Taxes		**$ 12,500,000**	**$ 12,500,000**
	786 Unclaimed Monies		$ 10,000	$ 10,000
	Total Trust and Agency Funds			$ 13,250,000
	TOTAL 2024 APPROPRIATIONS			**$ 102,465,842**

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

Prepared LAH 11 9 23
1st amendment increase Finance Budget by $912,900 decrease Police Pension Fund by $227,000
Revolving loan fund 102 and transfer added
LAH 01 19 24

2nd amendment increase Pool Budget by $75,000, Finance budget by $6,000,000 Capital Projects by $6,000,000
Omnova TIF fund lowering budget by $11,803.60
LAH 05 29 24

3rd amendment increase Pool by $68,000, Mayor $50,000, Council $3000 Law Enforcement decrease by $55,000
Nopec grant decrease to zero, Police Pension increase by $77,000 Zone Income taxes increase by $2.5 million
LAH 08 06 24

4th amendment Law budget increase Other by $60,000
Increase Fund 281 by $140,018.73 , Decrease fund 283 by $11,702.83
LAH 10 08 24

5th amendment
Increase Fire Budget (Other) by $400,000 and decrease Finance Budget by $400,000

INTRODUCED BY: J. Mintz ORDINANCE NO. 2024-80

AN ORDINANCE AMENDING THE 2023 ADMINISTRATIVE SALARY ORDINANCE FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, on March 20, 2023, Council adopted Ordinance No. 2023-36, the Administrative Salary Ordinance for the City of Beachwood, Ohio; and

WHEREAS, at this time, a request has been made to amend the 2023 Administrative Salary Ordinance to include changes to Section 2.4 titled "Vacation Leave Benefits".

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 amend the 2023 Administrative Salary Ordinance to include changes to Section 2.4 titled "Vacation Leave Benefits" as set forth in the attached Exhibit "A" which is attached hereto and incorporated herein.

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

Section 3: This Ordinance is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason of the immediate necessity of providing appropriate terms and conditions of the Administrative Salary Ordinance, 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 2nd day of December, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the day of 3rd day of December, 2024.

Whitney M. Crook
Clerk

Approval: I have approved this legislation this 3rd day of December, 2024, and filed it with the Clerk.

Mayor

CITY OF BEACHWOOD
INTER-OFFICE MEMORANDUM

To: Alec Isaacson, Council President
Eric Synenberg, Legal and Personnel Committee, Chair

From: Tina Turick, City Administrator

Date: November 13, 2024

Subject: Administrative Salary Ordinance Amendment – Vacation

I am writing to request your consideration of an amendment to our Administrative Salary Ordinance 2.4 to allow the Mayor to award up to 200 additional vacation hours for newly hired executive and professional exempt employees, and up to 80 hours for other administrative employees. This benefit was previously extended only to director and assistant director-level positions, and we believe broadening this to include other key roles will better position the City to attract top talent.

During our recent search for personnel, it became clear that the current vacation policy—offering no vacation accrual for the first year and limited vacation thereafter—poses a significant challenge in competing for highly qualified candidates. In today's competitive job market, skilled professionals often expect vacation benefits as part of their overall compensation package. Without this flexibility, the City risks losing out on top candidates, which could impact our ability to maintain the quality of services that keep Beachwood strong.

Attached is a copy of the proposed language changes. We ask for your support in amending this ordinance to ensure we remain competitive and continue to attract the best talent for the future of Beachwood. We ask that this amendment be placed on your next available Council agenda for consideration.

Thank you for your consideration.

cc: Members of City Council
Justin Berns, Mayor
Todd Hunt, Law Director
Larry Heiser, Finance Director
Dana Canzone, Human Resources Administrator
Whitney Crook, Clerk of Council

SALARY ORDINANCE FOR ADMINISTRATIVE STAFF AND ELECTED OFFICIALS

The definitions, terms, and conditions contained in the sections listed below and the attached salary schedules shall apply to all administrative personnel and elected officials of the City of Beachwood who are not members of a collective bargaining unit. Administrative personnel and elected officials employed as of December 31, 1996, shall retain the level of service time and benefits recorded as of that date.

1.0 DEFINITIONS

1.1 EMPLOYMENT STATUS

1.1.1 FULL-TIME EMPLOYMENT

Employees shall be classified as full-time if their appointment is based on a work week of 40 hours or more including any excused absences.

1.1.2 PART-TIME EMPLOYMENT

Employees shall be classified as part-time if their appointment is based on a regularly scheduled, continuous work week of 30 hours or less and the expected duration of their employment is one year or greater. Part-time employees should not work more than 30 hours per week except under unusual circumstances and only on a limited basis**.**

1.1.3 TEMPORARY EMPLOYEES

Employees hired for duration of one year or less to support administrative operations of the City will be classified as Temporary employees. Temporary employees are those individuals hired by the City directly, and who are included in the regular payroll of the City. Employees of temporary personnel agencies or consulting firms are not considered Temporary employees of the City. Employment beyond any initially stated period does not imply a change in employment status.

1.1.4 INTERIM EMPLOYEES

An employee hired to fill a prospective vacancy expected due to retirement, resignation, or termination may be classified as an Interim employee for a period not to exceed 90 days. Interim appointments are authorized to promote an efficient transition in positions where significant training or expertise is required.

1.1.5 INTERMITTENT/SEASONAL EMPLOYEES

Employees assigned to work on an intermittent or seasonal basis to support or supervise activities and operations within various City Departments shall be classified as Intermittent/Seasonal employees. Intermittent/Seasonal employees meeting the definition of "Seasonal" as defined by the Fair Labor Standards Act (FLSA), are not eligible for overtime compensation, however, they are subject to the State of Ohio minimum wage requirements. Employees not meeting that definition would be entitled to overtime compensation.

1.1.6 TEMPORARY WORKING LEVEL

Full-time employees approved by the Mayor to assume the responsibilities of another full-time position temporarily vacated for a period of two weeks or more due to resignation, illness, disability, or other excused absence shall be classified as being assigned to a Temporary Working Level. Employees classified as being in a Temporary Working Level shall be entitled to receive compensation within the base pay grade and associated benefits normally paid or accrued to the benefit of the individual to whom the excused absence was granted, with the exception of longevity adjustments. The rate of TWL compensation must be approved by the Mayor and can be made retroactive. In the instance the eligible employee is supervised by City Council, the Council President has the authority to approve. The authority for assignment to a Temporary Working Level shall end upon the date of the return to work on a full-time basis of the original employee or such time as the vacant position is filled.

1.2 WORKWEEK

The workweek for employees is to begin with the designated arrival time on Monday morning according to the specific needs of each Department. The workweek shall run through the following Sunday at 12 midnight. The regular workweek for all full-time employees shall be no less than 40 hours per week, with the exception of exempt personnel covered under the provisions of Section 1.7.4 of this ordinance. Unless otherwise approved by supervisory personnel, all administrative staff shall be entitled to a minimum lunch break of one-half hour at a time to be established by the appropriate supervisor. Administrative staff shall also be entitled to two (2) fifteen-minute breaks, to be taken before and after their scheduled lunch period at times to be established by the appropriate supervisor.

1.3 PAYROLL

The Finance Department is authorized to generate payroll payments every two (2) weeks throughout the year, based on a compilation of hours worked in each of the individual weeks comprising the payroll. Employees are not permitted to carry hours worked forward into the subsequent payroll**.** Unless otherwise accepted for holidays, payroll direct deposit shall be made payable to eligible employees on alternating Fridays throughout the year or, in the event of holidays, on the business day closest to the regular pay day**.**

1.4 BIWEEKLY AND HOURLY RATES

Unless otherwise specified in the attached schedule of salaries, hourly rates for fulltime employees are to be determined by dividing the annual salary amount by 2,080 hours. Biweekly rates for fulltime exempt employees are to be determined by dividing the annual salary amount by 26 pay periods. For part-time, temporary, interim or other full-time positions where an annual salary amount is not authorized, the hourly rate shall not exceed the hourly rate designated for that position. The Finance Director is authorized to round hourly rates to accommodate uneven distributions.

1.5 PROBATIONARY PERIODS

All new and rehired City employees shall be employed on a probationary basis for a period of one (1) year from the date of hire or rehire. Employees promoted or transferred within the Administration must also complete a one (1) year probationary period in the new position. The Mayor or authorized designee shall ensure that the probationary period has been successfully completed by the probationary employee and that Human Resources has been provided with documentation of a performance evaluation completed in accordance with the City's Performance Evaluation System. Employees are ineligible for any step increase during their initial probationary period; however, this provision does not apply to employees who are promoted or transferred. Employees successfully completing their probationary period are eligible for a step increase based upon their evaluation. However, any such step increases are not guaranteed.

1.6 SERVICE TIME

As of January 1, 1997, service time with the City of Beachwood shall commence with the first date of employment in a full-time, part-time, temporary (as defined in Section 1.1.3), seasonal or interim status. Eligibility for various benefits may be affected by the amount of service time credited to an employee. Service time shall not be credited for periods of employment interrupted by disciplinary actions resulting in suspension, or during periods where an employee is not in an active pay status for more than one pay period, unless the absence is covered by the Family and Medical Leave Act. Individuals who terminate employment and are subsequently rehired may receive up to 100% credit for time worked with the City of Beachwood. Actual credit for work with the City of Beachwood will be determined by the Mayor.

1.6.1 CREDIT FOR PRIOR SERVICE

As of January 1, 2017, new employees who possess prior full-time work experience with an agency or division of the State of Ohio, other political subdivisions of the State of Ohio, or municipalities within the State of Ohio may, with the express authorization of the Mayor, receive credit for up to 65% of such prior service. The Mayor is not required to accept any of a prospective employee's request for credit for prior service time. The percentage of prior service credit to be granted must be established within 90 days of the date of hire.

Amended: Ordinance #2023-139 Date: December 4, 2023

1.6.2 VERIFICATION OF PRIOR SERVICE TIME

As of January 1, 1997, after authorizing any credit for prior full-time service, the Mayor shall direct Human Resources to verify the dates and past employment history for the respective candidate. Such verification must be obtained from an individual with fiduciary responsibility in the agency, subdivision or municipality that the candidate has disclosed on his/her employment application. The employee may present a copy of their most recent Annual OPERS Statement in cases where prior employers are unresponsive to requests for service verification.

1.6.3 Repealed

1.6.4 Repealed

1.6.5 SERVICE TIME FOR STAFF EMPLOYED AS OF DECEMBER 31, 1996

All administrative staff employed as of December 31, 1996, shall be credited with service time earned or credited prior to the effective date of this Ordinance as detailed in their personnel files. Service time and the related eligibility for benefits shall not be revised for staff employed as of December 31, 1996.

1.7 ELIGIBILITY DETERMINATIONS

Eligibility for various employee benefit provisions may be based on certain criteria defined in this Ordinance.

1.7.1 IMMEDIATE FAMILY

For purposes of this Ordinance, "immediate family" is defined as the employee's spouse, parent, child, grandchild, sibling, grandparents, in-laws, or any other relative designated under provision of the Family Medical Leave Act.

1.7.2 ACTIVE PAY STATUS

Leave accruals for sick and vacation hours will be posted if an employee is in an active pay status for the 80-hour period comprising an individual payroll period. Employees are considered to be in an active pay status if, during the 80-hour pay period, they have worked one or more days or have requested use of approved leave hours supported by sufficient balances for one or more days in the pay period. If an employee works or uses approved leave accounting for less than 80 hours during the pay period, he or she will receive a pro-rated amount of the accrual based upon the number of hours reported. In instances where there have been no hours recorded for an employee during the 80-hour pay period, the employee is not considered to be in an active pay status. An inactive pay status may result from absences arising from claims allowed for Workers Compensation, FMLA, and approved unpaid Administrative Leave or Leave without Pay.

1.7.3 OVERTIME

For eligible employees, overtime will be paid when the total for all time worked and approved leave is in excess of 40 hours per week with advance approval from the appropriate supervisor. Overtime will be paid at a rate equal to one and one half of the employee's total rate of pay.

Employees may, with the approval of their immediate supervisor, accept a reduction in the number of hours charged for approved leave within a pay period in lieu of requesting overtime payment. This will be an hour for hour exchange and will not be subject to time and a half conversion. Employees on paid leave are prohibited from working during their normal schedule to receive overtime compensation.

1.7.4 OVERTIME EXEMPT EMPLOYEES

Department Directors and certain other administrative supervisory positions are exempt from earning overtime under provisions of the Fair Labor Standards Act. Working hours and pay for all salaried, professional and supervisory positions for job classifications exempted from the provisions of the Fair Labor Standards Act are not based on a fixed number of hours per week and shall not be adjusted with variations in work schedules. Eligibility for overtime is defined by position in the schedules supporting this Ordinance. Exempt positions within the Administration, unless otherwise provided for by assignment to an additional classification, shall not receive payment for attendance at any regular or special meetings scheduled by the Mayor or Council. Accounting for time and use of available leave for exempt employees shall be governed by the City's policy for same.

1.7.5 COMPENSATORY TIME

Administrative staff is prohibited from accruing or using compensatory time of any kind. Compensatory time will not be awarded in lieu of, or in place of overtime payments. All overtime payment obligations are to be satisfied in the next scheduled payroll generated by the Finance Department. No benefit afforded any exempt employee with regards to Section 1.7.4, or any other section of this Ordinance is meant to, nor shall it imply the existence of compensatory time.

1.7.6 VARIABLE WORK SCHEDULES

The Mayor is authorized, in the interests of financial and operational efficiency, to permit adjustments to the daily work schedules of administrative employees. Such variations from the regular work schedule must be approved and documented in advance of the proposed change and cannot be affected without the express written consent of the Mayor or his/her designee.

1.7.7 ADHERENCE TO FAIR LABOR STANDARDS ACT

All personnel and payroll policies and procedures shall be created and executed in accordance with provisions of the Fair Labor Standards Act (FLSA) where and when applicable.

1.8 EFFECTIVE DATES OF PERSONNEL ACTIONS

In situations where service time earned during a pay period affects the determination of a wage or benefit level, the wage or benefit level shall be adjusted as of the first day of the pay period.

1.9 RETIREMENT

1.9.1 RETIREMENT AFTER 20 YEARS OF CONTINUOUS SERVICE

Employees who have recorded continuous service with the City for a period of 20 years or more shall be eligible to retire from service. Service time credited for prior service with a governmental entity other than the City of Beachwood shall not be considered for purposes of determining years of continuous service.

1.9.2 RETIREMENT UNDER OPERS

Employees who qualify for retirement under the criteria and conditions of the Ohio Public Employees Retirement System (OPERS) are also eligible to retire from service.

1.9.3 CASH SETTLEMENT FOR UNUSED LEAVE AT RETIREMENT

Any unused accrued leave will be converted into a lump-sum cash payment, subject to the conditions of each form of leave conversion as defined in this Ordinance, and shall be paid to the retiree by the Finance Director at the time the employee terminates active service with the City, subject to the retiree's compliance with the City's termination policies.

1.9.4 RETIREMENT AND REHIRE

The Mayor may, in his/her sole discretion, determine to rehire an employee who is eligible to and elects to retire under OPERS or the Ohio Police and Fire Pension Fund. Individuals requesting consideration to retire and be rehired pursuant to this section shall give the Mayor written notice of such request at least sixty days prior to their proposed retirement date. Employees approved under the Retire/Rehire provision shall be subject to a 14% reduction in base salary, effective the date of rehire. Individuals whom the Mayor elects to rehire under this section are eligible for cash settlements afforded under this Ordinance or any other city employment agreements. However, provisions have been made under each form of leave conversion as defined in this Ordinance, for the carryover of some leave if requested. These carryover provisions will apply to all employees rehired under this section.

2.0 BENEFITS FOR EMPLOYEES

2.1 SICK LEAVE

The City provides paid sick leave benefits for periods of temporary absence due to illness or injury. Sick leave benefits will be provided to all full-time, permanent part-time and interim employees. This benefit will not be afforded to any part-time temporary or part-time seasonal employees. Sick leave shall accumulate at a rate of 4.6 hours per pay period from the date of hire for each pay period during which the employee is in an active pay status for the 80-hour pay period and shall not accrue for additional overtime hours worked. Sick leave accrual will be based on an 80-hour pay period; employees who do not record 80 hours of work, approved paid leave, or combination thereof will receive a sick leave accrual proportionate to the number of hours worked or approved paid leave hours recorded divided by 80 multiplied by 4.6 hours.

2.1.1 RESTRICTIONS ON SICK LEAVE USE

Paid sick leave may be used in minimum increments of fifteen (15) minutes. Eligible employees may use sick leave benefits for an absence due to their own illness, medical condition or injury or that of a member of their immediate family. Prior to returning to work from a paid sick leave of five (5) calendar days or more for his/her own illness or injury, an employee must provide a physician's verification that he or she may safely return to work. In cases where sick leave is used to care for a member of the employee's immediate family for five (5) calendar days or more, a physician's note will be required documenting the reason for the absence. Management is also entitled to request a physician's verification for sick leave absences if management has reasonable cause to believe that an employee has established a pattern of excessive sick leave use. In instances where medical documentation is requested, an employee shall have no fewer than three (3) business days to provide the requesting management representative with a physician's statement verifying the employee's absence for medical reasons. Failure to provide appropriate documentation within the prescribed time period shall make the employee ineligible for sick leave pay for the absence in question and may be grounds for disciplinary action. Sick leave benefits are intended to provide protection in the event of illness or injury and may not, with the exception of an extension of Bereavement Leave, or for absences provided for in the Family Medical Leave Act, be used for any other absence.

2.1.2 TRANSFER OF SICK LEAVE FROM PRIOR SERVICE

Pursuant to the provisions of Section 1.6.1 of this Ordinance, the Mayor may upon acceptance of service time earned by a new employee in prior public service as defined therein, authorize the transfer of accumulated sick leave hours from the employee's previous public employer.

2.1.3 SICK LEAVE CONVERSION

Upon retirement, employees with accumulated continuous service time of 20 years or more, as defined in Section 1.9.1 of this Ordinance, or employees who qualify for retirement pursuant to the criteria and conditions of the Ohio Public Employees Retirement System (OPERS) or the Ohio Police and Fire Pension Fund shall be entitled to convert fifty-five percent (55%) of their unused sick leave hour balance into a lump sum cash payment to be included in the final payroll check issued to the employee. The conversion of applicable sick leave will be done automatically unless a request from the employee documenting his/her election not to convert the leave is presented to the Human Resources Administrator prior to termination of employment by the prospective retiree. Employees rehired under section 1.9.4 of this Ordinance are required to convert their unused sick leave balance into a lump sum cash payment; however, they may elect to carryover a balance of no more than 120 hours. In instances of death of an employee the Finance Director is authorized to convert unused accumulated sick leave hours into a lump sum cash payment at a rate of fifty-five percent (55%) and include such payment in the final payroll check issued in the name of the employee.

Conversion of sick leave under this Ordinance, or another City agreement, may only be done once. Individuals rehired under section 1.9.4 of this Ordinance will not receive a second conversion for any hours they elect to carryover, or which are accrued subsequent to rehire.

Note: The provision for conversion upon death is retroactive to January 1, 2007. Prior to January 1, 2007, employees were required to have a minimum of 20 years of service prior to death to be eligible for conversion.

2.1.4 ANNUAL SICK LEAVE CONVERSION

Effective at the end of the 2004 payroll year and at the end of each payroll year thereafter, any employee who has in excess of one thousand five hundred (1,500) hours will receive a lump sum cash payment of thirty-three and one-third percent (33.3%) of the hours in excess of one thousand five hundred (1,500) hours. Such payment will be made in the first pay period of the subsequent year. For example, if an employee has 1,590 hours at the end of the payroll year, he/she would receive a lump sum cash payment of thirty (30) hours.

2.2 BEREAVEMENT LEAVE

Bereavement leave shall be granted to all: (a) full-time, (b) interim, and (c) permanent part-time employees who are regularly scheduled to work the day(s) for which they are requesting Bereavement Leave. Bereavement Leave shall be granted for a period not to exceed three (3) days for the death of a member of the employee's immediate family or one (1) day for any other family member. Immediate family is defined as the employee's spouse, parent, child, grandchild, sibling, grandparents, in-laws, or any other relative designated under provision of the Family Medical Leave Act. Employees may, with supervisory approval, use any available paid leave, including sick leave, for additional time off as necessary. Permanent part-time employees will be compensated during Bereavement Leave at a level equal to what they would normally earn for regularly scheduled hours during the bereavement period. No amount of unused Bereavement Leave will be paid at year-end or upon termination.

2.3 HOLIDAYS

The City will recognize the following days as official holidays on which the City will not conduct regularly scheduled business:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day Immediately Following Thanksgiving
Christmas Day	December 25

The City will grant paid holiday time off to all full-time and interim employees immediately upon assignment to either of these employment classifications. An officially recognized holiday that falls on a Saturday will be observed on the preceding Friday. An officially recognized holiday that falls on a Sunday will be observed on the following Monday. If a recognized holiday falls during an eligible employee's paid absence, holiday pay will be provided instead of the paid time off benefit that would have otherwise applied. Eligible employees must be in an active pay status on the last scheduled day immediately preceding the holiday and the first scheduled day immediately following the holiday in order to be eligible for holiday pay. If eligible nonexempt employees work on a recognized holiday, they shall receive holiday pay plus wages at one and one-half their regular hourly rate for the hours worked on the holiday. Part-time employees shall not be eligible for holiday pay.

2.3.1 PERSONAL LEAVE

All full-time and interim employees shall be granted 24 hours of Personal Leave time. Such leave time shall be posted to the employee payroll records in the first pay period of each year. Employees entering an eligible employment classification at a point subsequent to the posting of the first pay period of the year shall receive credit for a prorated amount of personal leave for the payroll year as follows:

Hired between January 1 and April 30	=	24 hours
Hired between May 1 and August 31	=	16 hours
Hired between September 1 and December 31	=	8 hours

Effective January 1, 2023, employees shall receive an additional eight (8) hours of personal time after six (6) years of continuous employment with the City, and an additional eight (8) hours of personal time after twenty-five (25) years of continuous employment with the City.

Supervisors shall not unreasonably deny employee requests for Personal Leave; however, employees should attempt to submit requests for leave a minimum of 24 hours in advance of the leave period desired. Any unused personal leave at the end of the payroll year, or which is earned but not used at the time of termination, shall be converted into cash and included in the employee's first paycheck of the following year.

2.4 VACATION LEAVE BENEFITS

After one full year of continuous service with the City, all full-time employees of the City shall be entitled to earn Vacation Leave at rates based on service time earned through employment with the City, or any such time credited to an employee by the Mayor pursuant to the authority granted in Section 1.6.1 of this Ordinance. All vacation is earned/accrued on a bi-weekly basis according to the chart below. Vacation hours will accrue for any 27th pay period that occurs. The amount of paid vacation time employees shall receive each year increases with the length of their service time as detailed below:

SERVICE TIME TIME	ANNUAL VACATION	BIWEEKLY ACCRUAL
1 year to less than 6 years:	80 hours	3.08 hour/pay
6 years to less than 10 years:	120 hours	4.62 hours/pay
10years to less than 17 years:	160 hours	6.16 hours/pay
17 years or greater:	200 hours	7.70 hours/pay

Vacation Leave must be used in minimum increments of fifteen (15) minutes and is subject to the approval of the employee's supervisor. Requests for Vacation Leave must be submitted reasonably in advance. Employees are prohibited from using vacation leave until such time as they have completed one (1) year of continuous service with the City. Employees must comply with the provisions of Section 1.7.2 of this Ordinance to earn accrued vacation leave hours. Biweekly vacation accrual postings will be adjusted to account for periods where employees are not in an active pay status.

Amended: Ordinance #2023-139 Date: December 4, 2023

At the discretion of the Mayor, new hires may be granted vacation hours at the time of hire as an incentive to attract highly qualified candidates. For professional and executive-level exempt positions, up to 200 hours may be provided, while all other positions may receive up to 80 hours of vacation. This benefit is not guaranteed.

2.4 (a) Repealed

~~**2.4(a) VACATION LEAVE BENEFITS – DIRECTOR/ASSISTANT DIRECTOR LEVEL POSITIONS**~~

~~Due to the nature of these positions, the Mayor is authorized to establish an alternative vacation accrual for Department Directors (including the Economic Development Director) and Assistant Directors (including the Deputy Police Chief) who are hired after December 26, 2005, not to exceed 200 hours. Irrespective of Section 2.4, the Mayor may also provide and allow the use of vacation at the date of hire, any such time provided shall be considered earned at the time it is granted. Council may also establish an alternative vacation accrual for Department Directors/Assistant Directors who report directly to City Council and may also provide and allow the use of vacation at the date of hire; any such time shall be considered earned at the time it is granted for those Directors/Assistant Directors who report directly to City Council.~~

2.4.1 CASH PAYMENT AT YEAR END FOR UNUSED VACATION HOURS

Employees may elect to receive a cash payment of unused vacation hours once each year. Such request for cash payment must be received by the 2nd week of December. In lieu of a cash payment, employees may elect to carry-over hours into the subsequent payroll year, however such carry-over cannot result in a balance at the beginning of the year in excess of 300 hours. In the event an employee has hours in excess of 300 the excess will be converted to cash. All requested vacation payouts and automatic payouts for hours in excess of 300 will be converted to cash in January. It is the responsibility of the employee to ensure that they leave themselves an adequate number of vacation hours for the next year.

2.4.2 POSTING OF VACATION LEAVE HOURS

In instances where an employee has recorded cumulative service time which results in eligibility for additional vacation, Human Resources will post such additional time in the pay period during which the employee reaches the service time level which qualifies the employee for increased vacation benefits.

2.4.3 Repealed

2.4.4 TERMINATION PAYMENTS FOR UNUSED VACATION LEAVE HOURS

Upon voluntary or involuntary termination of employment, the Finance Director is authorized to convert all unused vacation hours credited to the terminated employee into a cash payment equal to the employee's total rate of pay at the date of termination, multiplied by the verified unused vacation hours retained by the employee as of the date of termination**.** Employees rehired under section 1.9.4 of this Ordinance may elect to carryover some or all of their accrued and unused vacation. Any hours carried over will be subject to the terms of section 2.4.1 at year-end. The cash value of any hours carried over will be based upon the employee's rate of pay when converted, not when carried over. No adjustment will be made for any differences. Employees must have completed one year of continuous service in order to be eligible for a cash payout of unused vacation hours at termination. Any employee not completing the required one-year of continuous service shall not receive compensation for unused vacation hours if their termination date precedes the date at which they will have served continuously for one year. Any such unpaid and unused vacation time will be considered forfeited to the City at termination.

2.5 OTHER AUTHORIZED ADMINISTRATIVE LEAVES

2.5.1 COURT RELATED LEAVES

To encourage employees to fulfill their civic responsibilities, the City will compensate eligible administrative employees at their regular rate of pay when it is required that employees serve on a jury for a Court of a governmental subdivision. Employees will be compensated for absences resulting from service on a jury at their regular rate of pay for the length of time that they are required to serve. Paid jury duty leave is restricted to employees in a full-time, permanent part-time or interim salary classification. Employees requesting a paid jury duty leave must present evidence of their service upon return to work. Eligible employees will be compensated at their regular rate of pay for any absence due to witness duty that is related to City business. Employees must present evidence of their appearance in Court as a witness to be eligible for witness duty leave. During paid absences for Jury Duty Leave or Witness Duty Leave all benefit accruals will continue. Miscellaneous expenses incurred by employees for jury duty are not reimbursable by the City. Employees requesting Jury Duty Leave or Witness Duty Leave must do so in advance, and provide to their supervisor appropriate documentation supporting their request. Compensation received for jury duty is not repaid to the City. Witness fees are required to be remitted to the City.

2.5.2 ADMINISTRATIVE LEAVE

The Mayor is authorized to grant paid or unpaid Administrative Leave to employees if, in the judgement of the Mayor, such leave is in the best interest of the security and/or operation of the City government, or if weather or other emergencies pose a threat to the health, safety, or welfare of City employees.

2.5.3 PAID PARENTAL LEAVE

1. **Purpose.** Under the Family Medical Leave Act (FMLA), employees are entitled to twelve (12) weeks of parental leave for the birth or adoption of a child. However, often times the leave under FMLA is unpaid, which can result in a new parent taking an inadequate amount of leave to care for the newborn or newly adopted child. Paid Parental Leave is intended to provide an opportunity for City of Beachwood employees to take up to a maximum of four (4) calendar weeks of continuous paid leave to provide necessary parental care following the birth or adoption of a minor child.

2. **Eligibility.** To be eligible for benefits under Paid Parental Leave, an employee shall:
   a. Have been employed by the City of Beachwood for at least twelve (12) months;
   b. Have worked at least 1,250 hours over the previous twelve (12) months period immediately preceding the date when the requested leave would begin;
   c. Be the biological parent of a newly born child or legal guardian of a newly adopted child;
   d. Be required to provide documentation of the date of birth or adoption, as well as documentation of the parentage or adoption of the child;
   e. Submit the request to Human Resources in the appropriate form at least thirty (30) days prior to the requested time off for foreseeable leave or as much notice as is practicable under the circumstances for unforeseeable leave; and

   f. Any employee who provides false or misleading information on the appropriate form under subsection (e), above, or who fails to submit the appropriate form under subsection (e), above, or who otherwise provides false or misleading information as to

subsections (c), or (d), above, shall be subject to discipline, up to and including termination.

3. **Duration of Leave.** An employee who is eligible for Paid Parental Leave pursuant to subsection (2), above, may take Paid Parental Leave for all hours of work during the four (4) calendar weeks commencing with, and immediately following, the effective date and triggering event, as set forth in subsection (4), below. Under no circumstances shall Paid Parental Leave be taken beyond six (6) calendar months from the exact date of birth or placement of a child for adoption. The employee may elect to utilize intermittent Paid Parental Leave, provided, that the minimum amount of any portion of intermittent leave shall be one (1) full work day, and, in the event an employee elects to take intermittent Paid Parental Leave, the leave shall not extend beyond six (6) calendar months from the exact date of birth or placement of a child for adoption. Additionally, any employee utilizing intermittent Paid Parental Leave must submit the request for leave to the employee's supervisor prior to any work day where the leave will be utilized.

4. **Effective Date and Triggering Event.** Eligibility for taking Paid Parental Leave shall begin on the exact date of birth of an employee's child or on the exact day on which custody is taken by the employee for an adoption placement. If an employee adopts multiple children, the Paid Parental Leave triggering event shall be considered a single qualifying event, and will not serve to increase the length of leave for the employee, so long as the children are adopted within six (6) weeks of each other. If an employee is the parent of more than one child born at the same time, the Paid Parental Leave triggering event shall be considered a single qualifying event and will not serve to increase the length of leave for the employee.

5. **Other Employee Benefits.** Employees will remain eligible to receive all employee provided paid benefits and continue to accrue all other forms of paid leave. The employee will receive all forms of paid leave, regardless of the pay status during the period of Paid Parental Leave.

6. **Overtime/Holiday Pay/Outside Employment.** Employees are ineligible for overtime pay during the period of time they are receiving Paid Parental Leave, and, in the event of intermittent use of Paid Parental Leave, during any week where Paid Parental Leave is utilized by the employee. An employee shall continue to receive their holiday pay, if they are

receiving their full pay during the Paid Parental Leave period, and if they comply with all other policy or contractual provisions to receive holiday pay.

Employees are ineligible to hold outside employment during the period of Paid Parental Leave. Any employee found to be holding outside employment during Paid Parental Leave shall be subject to discipline up to and including termination. Any holiday pay received by an employee for any work day during the four (4) week period of Paid Parental Leave shall constitute the sole pay for the employee for those hours worked and shall not be in addition to the employee's Paid Parental Leave. Additionally, the occurrence of any holiday during the four (4) calendar weeks of Paid Parental Leave shall not extend the time period for Paid Parental Leave.

7. **FMLA/Paid Time Off.** Paid Parental Leave shall run concurrently with Family Medical Leave Act (FMLA) Leave, and employees using Paid Parental Leave who meet eligibility requirements of the FMLA shall have the entire non-working period of Paid Parental Leave counted towards the employee's FMLA entitlement. Upon the exhaustion of the Paid Parental Leave Benefit, Section 4.9(D)(2)(a) (see the portion of the City's FMLA Policy as set forth in the Personnel Policy Manual that discusses use of paid time off) will take effect requiring accrued leave time be used. Paid Parental Leave does not supersede or replace an employee's rights under FMLA.

8. **Death of an Unborn or Newborn Child.** An employee who would otherwise be eligible for Paid Parental Leave pursuant to subsection (2), above, whose child is stillborn or dies during the third trimester of pregnancy is eligible for three (3) calendar weeks of Paid Parental Leave following the date of death of the unborn or stillborn child. In the event that a newly born or adopted child dies during the period of time that the employee is on Paid Parental Leave, the employee shall be entitled to the full extent of the Paid Parental Leave permitted under subsection (3), above, and the Paid Parental Leave shall not terminate due to the death of the child. All other provisions of Paid Parental Leave granted pursuant to this subsection (8) shall apply.

2.5.4 WORKERS COMPENSATION

All administrative staff shall be eligible for benefits as provided by State law and defined by the Ohio Bureau of Workers Compensation (BWC), and are required to comply with all reporting regulations of the BWC and City policy with respect to Workers' Compensation claim filing.

Amended: Ordinance #2023-139 Date: December 4, 2023

2.5.5 OTHER LEAVE ISSUES

Use of leave time is limited to increments of fifteen (15) minutes and shall not cause an overtime situation to occur.

Employees shall be charged fifteen (15) minutes of leave time to accommodate approved absences of less than fifteen (15) minutes.

2.5.6 LEAVE WITHOUT PAY

The Mayor is authorized to grant leave without pay in instances under the FMLA guidelines and for any personal leave in which an employee has exhausted his/her vacation and personal leave balances**.** Absences of less than a full day without pay do not require the approval of the Mayor.

2.5.7 MILITARY LEAVE

The City shall comply with Military leave requirements set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Section 4301, and other provisions of State and Federal law.

2.6 CITY PROVIDED INSURANCE BENEFITS

2.6.1 HEALTH CARE INSURANCE COVERAGE

Effective January 1, 2022 employees shall be entitled to medical coverage, including vision, dental, hearing, and prescription drug coverage. Employees may select from a Health Savings Account Option, a Health Reimbursement Account Option with the current deductibles, co-insurance, and co-pays. All Employees will be required to contribute 4% of the premium cost toward their health care. The City will maintain an IRS §125 Plan (premium only plan) to make employees contributions pre-tax.

Health Savings Account. Under the Health Savings Account Option, the City will contribute annually to the members Health Savings Account $2,100.00 for Individual Coverage and $4,200.00 for Family Coverage. The City may increase deductible rates when such increases are identified by the Internal Revenue Service (IRS) or by other federal agency directives pertaining to Health Savings Account embedded-deductible plans. Once the money is deposited in this account the money belongs to the employee. Should an employee go from family coverage to individual coverage during the year the city cannot reclaim money already provided to the member. If an employee is hired or increases coverage during the year the City will deposit funds or additional funds at the following percentages, 100% if in the first quarter, 75% in the second quarter, 50% in the third quarter, and 25% in the fourth quarter. If an employee reduces coverage during the year or leaves the employment of the City during the year, a portion of the City's or employee's contribution may become taxable and subject to possible penalties based on

IRS limitations. In addition to the amount funded by the City, the employee has the option of depositing additional funds up to the limits established by the IRS. The Health Savings Account shall at all times be subject to the prevailing tax and pension laws. Employees must open a Health Savings Account prior to the City being able to deposit funds.

Health Reimbursement Account. The Health Reimbursement Account is only recommended if the member does not qualify for a Health Savings Account under IRS rules. Under the Health Reimbursement Account the deductibles are $2,500.00 per individual and $5,000.00 per family. However, the City will reimburse the member up to $1,800.00 per individual and $3,600.00 per family for cost incurred.

2.6.2 Repealed.

2.6.3 GROUP TERM LIFE INSURANCE COVERAGE

Full-time and interim employees of the City will be provided with group term life insurance coverage (which may include accidental death and dismemberment coverage**)** obtained from a reputable provider. This benefit will be provided at 1.5 times the base annual salary, not to exceed $150,000. The coverage is subject to the limitations and provisions of the current carrier. The cost of procuring such plans shall be the sole responsibility of the City. The City will follow federal tax guidelines regarding reportable income when applicable.

2.6.4 SHORT-TERM DISABILITY INSURANCE COVERAGE

Full-time and interim employees of the City will be provided with a short-term disability insurance coverage benefit obtained from a reputable provider. This benefit is independent of any paid or unpaid leave and is only available after the exhaustion of paid sick leave. Utilization of this short-term disability insurance coverage benefit does not guarantee that an employee will maintain employee status during the time of short-term disability coverage or that an employee will be returned to the position held when qualifying for the benefit. The City reserves the right, at the discretion of the Mayor and subject to the City's operating needs, to reassign, transfer, or terminate an employee utilizing short-term disability insurance coverage.

Terms and conditions of the plan shall be at the sole discretion of the City administration and may be subject to change or modification as deemed necessary by the City Administration. The coverage is subject to the limitations and provisions of the current carrier and the carrier determines coverage eligibility. The cost of procuring such plans shall be the sole responsibility of the City. The City will follow federal tax guidelines regarding reportable income when applicable.

2.7 FRINGE BENEFIT ALLOWANCES

2.7.1 UNIFORM ALLOWANCES

The Safety Director shall approve the uniforms for the Police Chief, Deputy Police Chief, Fire Chief, Assistant Fire Chief and all Fire Inspectors and approve a uniform allowance or reimbursement for uniform cost. The Police Chief and Fire Chief shall be eligible for a clothing allowance not to exceed $1,500. The Assistant Fire Chief and Deputy Police Chief shall be eligible for a clothing allowance not to exceed $1,200 per year, and Fire Inspector(s) shall be eligible for a clothing allowance not to exceed $1,000 per year. The Finance Director is authorized to provide such allowance or reimbursement on a quarterly basis each year, to be paid at the beginning of each quarter throughout the year. Eligible safety personnel shall be authorized to receive an allowance or reimbursement at the beginning of each quarter in which they are in an active pay status. The Mayor shall approve an annual boot allowance not to exceed $150.00 per year for the Service Director, Assistant Service Director, Service Superintendents and Shipping & Receiving Clerks. The Finance Director is authorized to provide such allowance at the beginning of the first quarter each year.

Eligible personnel shall be authorized to receive an allowance in the first quarter of the year if they are in an active pay status. Said allowances or reimbursements shall be included in the computation of the employee's gross wages for tax purposes at the end of each tax year. The Mayor is authorized to provide, at City expense, the first issue of any uniform for any employee entering the classification of Police Chief, Fire Chief, Deputy Police Chief, Assistant Fire Chief or Fire Inspector. In the event the City provides the new employee with an initial uniform issue, the uniform allowance or reimbursement shall not be effective for a period of one year. The Mayor is also authorized to provide uniforms at City expense for the Public Works Director, Assistant Public Works Director and Public Works Department Superintendents or other departments and/or positions as deemed necessary.

2.7.2 CELLULAR PHONE ALLOWANCE

In accordance with Ordinance No. 2006-037 the Mayor and essential employees approved by the Mayor may elect to receive a monthly allowance in lieu of carrying a City issued cellular phone. Such allowance shall not exceed $100.00 per month. This allowance covers the cost of phone service and equipment. Employees may no longer receive a separate reimbursement for equipment-related expenses

2.8 EDUCATION AND TRAINING

2.8.1 TRAINING PROGRAMS, SEMINARS, AND CONTINUIJNG EDUCATION

Amended: Ordinance #2023-139 Date: December 4, 2023

The City of Beachwood will continue to pay the costs for license fees, applications, courses, seminars, materials, or continuing education fees in which members are required by law to attend or will enhance the qualifications for the performance in that person's employment category.

2.8.2 EDUCATIONAL PROGRAM, DEGREE, OR CERTIFICATE

Full-time, non-probationary administrative employees shall be eligible for the reimbursement of tuition costs resulting from the employee taking courses from an accredited institution of higher learning providing that:

a. As determined within the reasonable discretion of the Mayor, the course is directly related to the employment duties of the employee; or is a specifically required core course of a degree program related to the specific duties of the employee; or will enhance the qualifications for the performance in that person's employment category.

b. The employee must obtain the City's approval for the course prior to the employee's enrollment and submit adequate documentation about course.

c. The employee must be in the City's employment at the time of completing and being reimbursed for such approved course work.

d. An employee who voluntarily resigns from the service of the City of Beachwood within one year after completing a course, for which tuition reimbursement is given, shall return the full amount of such reimbursement to the City.

e. A grade of "C" or better must be obtained. For core courses which are taken on a pass/fail basis (and cannot be taken as a grade) a "pass" must be obtained. The schedule of reimbursement shall be at a rate of 100% for an A or B Grade or "pass" grade for a class that does not have the option of a grade, and 70% for a C or pass/fail class that had the option of a grade. Documentation of grade received must be provided to the City.

f. Reimbursement shall be for tuition only and shall not include the costs of books or other educational materials.

g. The maximum amount that will be reimbursed per credit hour shall be the highest credit hour cost of Cuyahoga Community College, Lakeland Community College, and Lorain Community College for an Associate Level Course, and the highest credit hour cost of Cleveland State University, Kent State University, and the University of Akron for an Undergraduate Level or Graduate/Post Graduate Level Course.

Specific information regarding the implementation of this benefit is outlined in the City's policy regarding Education and Training. All benefits provided shall be taxed in accordance with applicable Internal Revenue Service Codes.

Amended: Ordinance #2023-139 Date: December 4, 2023

2.9 OTHER FRINGE BENEFITS

The Mayor, at his discretion, may provide other de minimis fringe benefits he deems appropriate. Any benefits provided shall be taxed in accordance with applicable Internal Revenue Service Codes.

2.9.1 VEHICLES

The Mayor issues City vehicles to the Police Chief, Deputy Police Chief, Fire Chief and Assistant Fire Chief. Taxation of these vehicles is regulated by IRS Publication 15b.

3.0 SALARY SCHEDULES AND SUPPLEMENTAL PAY

3.1 ORGANIZATIONAL CHART

The Organizational Chart is outlined in Schedule A attached as an appendix to this Ordinance.

3.2 PAY GRADE/RANGES

Annual and hourly salaries for Administrative Personnel shall be paid in accordance with their job classification and pay grade. Pay Grades, including hourly and annual salaries are outlined in Schedule B attached as an appendix to this Ordinance. The normal bi-weekly payroll year consists of 26 pay periods. However, on occasion, there will be years in which there are 27 pay-periods. During these years the bi-weekly rate will be extended one additional pay period to include the 27th pay.

3.2.1 ANNUAL ADJUSTMENT

Thereafter the salary wage scale, Schedule B, will be adjusted annually based on the average wage adjustment received by all the City of Beachwood unions for that year. Employees must be currently employed with the City at the time the annual adjustment is granted in order to receive the increase including any retroactivity. On January 1, 2024, Schedule B of this ordinance will be adjusted by 4%. In addition, eligible employees will receive their next scheduled step increase (see Section 3.4.2).

There are employees whose base rate of pay exceeds the new maximum salaries for their pay classification as set forth in Schedule B. Those employees will continue to receive their base rate of pay during their continued employment with the City or until Council changes the same. Those employees will be eligible for annual adjustments equal to the lessor of the average wage adjustment received by all of the City of Beachwood unions for that year or the Consumer Price Index for all Urban consumers (CPI-U). The CPI-U used shall be the increase for "All items, Unadjusted" as of September 30, each year. If the CPI-U is a negative figure, employees will not receive an annual adjustment for that year.

3.3 SALARIES FOR ELECTED OFFICIALS

Annual salaries for elected officials are specifically provided for under separate ordinances. Elected officials shall be exempt from overtime provisions. Specific regulations and conditions of salaries for elected officials are detailed under separate Ordinances.

3.4 WAGE SCHEDULE FOR ADMINISTRATIVE PERSONNEL

Wages for non-elected Administrative Personnel are detailed on Schedule D attached as an appendix to this Ordinance. Each position authorized in Schedule D is given a pay grade and an identification of the eligibility of each position for overtime payments are specified.

3.4.1 SALARIES FOR NEW HIRES/RECLASSIFIED EMPLOYEES

Newly hired and/or reclassified employees will be placed within the applicable pay grade at the Mayor's discretion. All newly hired and/or reclassified employees who report directly to City Council will be placed within the applicable pay grade at the direction of the City Council President.

3.4.2 ANNUAL PERFORMANCE EVALUATION/MERIT INCREASES

Annually in November/December all administrative employees shall receive a performance evaluation in accordance with the City's Performance Evaluation System. Based upon such evaluations, employees may be eligible to receive a step increase. Increases based upon performance are not guaranteed and are granted at the sole discretion of the Mayor. In addition to any applicable step increase, employees must receive a minimum evaluation of "Meets Expectations" to be eligible for an annual adjustment.

Department Directors will receive an annual evaluation by the Mayor, which may or may not be conducted in accordance with the City's Performance Evaluation System. Compensation for the Department Directors will be set within the appropriate Pay Grade, per schedule D, at the sole discretion of the Mayor. Compensation for the Department Directors reporting to City Council will be determined by City Council in accordance with Schedule D.

New hires will receive their first annual performance evaluation effective on their anniversary date. All subsequent annual reviews shall be done in November/December. At the discretion of the Mayor, an employee may receive an additional step increase based on their first November/December evaluation.

The intention of this system is to have employees initially placed in a step within their pay grade and then advance a step each year upon obtaining a successful (meeting expectations) annual review until reaching their end step.

3.5 SALARIES FOR OTHER APPOINTMENTS

Salaries and rates of compensation for other positions appointed by the Mayor and/or Council are detailed on Schedule E attached as an appendix to this Ordinance.

3.6 LONGEVITY PAY

Full-time and interim employees shall be entitled to longevity pay based on the level of service time credited to employees in accordance with Section 1.6 of this Ordinance. Longevity for service shall be converted to an hourly rate and added to the employee's base hourly rate in accordance with the schedule below. Longevity increases will be included with the first pay of the year corresponding with the length of service achieved during that calendar year.

Years of Service Longevity	Annual Supplement
7	$1,500.00
8	$1,550.00
9	$1,600.00
10	$1,650.00
11	$1,700.00
12	$1,750.00
13	$1,800.00
14	$1,850.00
15	$1,900.00
16	$1,950.00
17	$2,000.00
18	$2,050.00
19	$2,100.00
20	$2,150.00
21	$2,200.00
22	$2,250.00
23	$2,300.00
24	$2,350.00
25+	$2,400.00

3.7 WAGES FOR SEASONAL EMPLOYEES

Wages paid on behalf of the City to all employees classified in Seasonal positions are detailed on Schedule F. Seasonal employees are exempt from overtime provisions of the FLSA under the amusement, recreational exemption and receive no other benefits except as prescribed by law.

4.0 **LIMITS ON QUANTITY AND COMPOSITION OF ADMINISTRATIVE STAFF**

The Mayor is authorized to hire employees for administrative positions detailed on Schedules D**.** In addition, the Mayor is limited to filling only positions listed on the attached Schedule D, and may not exceed the total quantity of positions of administrative staff unless expressly approved by Council.

5.0 **Intentionally Left Blank**

6.0 **RECREATION PROGRAMS**

6.1 **AQUATIC CENTER**

The wage schedule for employees working in administrative or management positions at the Aquatic Center is defined in the attached Schedule F. Lifeguards and certified Water Safety Instructors (WSI) must present evidence of such certification before being actively employed as a Lifeguard or Water Safety Instructor.

6.1.1 **PRIVATE SWIM LESSONS AND GROUP SWIM CLASSES**

Private lessons and group swim classes **may** be conducted by an employee or contractor with a WSI certification or a lifeguard who is approved by the Aquatic Center Manager and/or or Community Services Director or their designee. City employees used as Private Lesson Instructors will be paid per lesson as defined in Schedule F

6.2 **DAY AND SPORTS CAMPS/CLINICS**

The wage schedule for employees working in positions at Day and Sports Camps supervised by the Recreation Division is defined in the attached Schedule F.

The Community Services Director or their designee shall ensure that all camps meet the minimum staffing requirements of the State of Ohio, and that all terms and conditions of the Americans with Disabilities Act (ADA) are satisfied in camp operations and activities.

6.3 **TENNIS CAMPS, CLINICS, AND LESSONS**

The Tennis Director and Court Attendants are employed under the Program Director and Program Aide positions in the general programs section of the attached Schedule F.

6.4 GAME OFFICIALS COMPENSATION

Compensation paid to non-certified individuals serving as referees, umpires, or other forms of officiating is detailed on the attached schedule F. Individuals employed as certified officials will be paid as independent contractors and must present evidence of their certification to the appropriate Recreation Division supervisory personnel. The Community Services Director or their designee shall appoint employees to classifications in accordance with their level of prior experience and service in a similar capacity.

6.5 THEATRE AND DRAMA PRODUCTIONS

6.5.1 COMPENSATION FOR DRAMA PRODUCER/DIRECTOR, CHOREOGRAPHER AND MUSICAL DIRECTOR

Positions will be covered under Assistant Program Director position under the general program section of the attached Schedule F.

6.5.2 DRAMA PRODUCTION STAFF

Services provided by members of the Drama Production staff will be classified as independent contractor services. Services include; Set Designer, Set Builder, Musicians, Costumer, and Prop Manager. Drama Production staff shall not be classified as City employees for purposes of benefits and/or other deductions.

6.6 CHILD CARE PROGRAMS

All Before and After Camp Child Care Programs conducted by the Recreation Division shall be staffed by individuals possessing appropriate qualifications, and at levels consistent with any regulations or guidelines applicable in Federal and/or State law. Child Care Personnel are classified as a Camp Director and Camp Counselors on Schedule F.

6.7 PROGRAM DIRECTORS AND ASSISTANT PROGRAM DIRECTORS

A Program Director is responsible for the design, coordination, and operation of a specific Recreation Program. The individual conducts the program with minimum supervision from the Community Services Director or their designee. The Program Director may supervise additional program employees such as Assistant Program Directors or Program Aides. The Program Director will recommend the employment of additional staff if needed for the operation and safety of the program.

INTRODUCED BY: A. Stern RESOLUTION NO. 2024-52

A RESOLUTION ACCEPTING THE PROPOSED DATES FOR REGULAR CITY COUNCIL MEETINGS FOR 2025 FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council has been presented with the proposed dates for Regular Council Meetings for 2025; and

WHEREAS, Council desires to accept the 2025 Regular Meetings Calendar as prepared and presented by the Clerk of Council.

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

Section 1: Council adopts the proposed calendar of Regular Council Meetings for 2025. A copy of the proposed dates 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, safety, or the efficient operation of the City; and for the further reason that it is necessary to accept these dates at the earliest time so that the Council may notify residents of the 2025 Regular Council Meeting dates at the earliest possible time; 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 2nd day of December, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2024.

Whitney M. Crook

Clerk

Approval: I have approved this legislation this 3rd day of December, 2024 and filed it with the Clerk.

Mayor

City of Beachwood
Justin Berns, Mayor

Law Department
R. Todd Hunt, Law Director
Nathalie E. Supler, Chief Prosecutor
Matthew A. Kurz, Assistant Law Director
Phone (216) 595-5462 • Fax (216) 595-5466

The dates for the 2025 City Council Meetings and agenda item deadlines are as follows:

Council Mtg. Date Monday, 7:00 P.M.	**Agenda Deadline** Deadline - Noon	**Packet Distribution**
January 6, 2025	December 17, 2024	December 31, 2024
January 21, 2025	January 7, 2025	January 14, 2025
February 3, 2025	January 22, 2025	January 28, 2025
February 18, 2025	February 4, 2025	February 11, 2025
March 3, 2025	February 19, 2025	February 25, 2025
March 17, 2025	March 4, 2025	March 11, 2025
April 7, 2025	March 18, 2025	April 1, 2025
April 22, 2025	April 8, 2025	April 15, 2025
May 5, 2025	April 22, 2025	April 29, 2025
May 19, 2025	May 6, 2025	May 13, 2025
June 16, 2025	June 3, 2025	June 10, 2025
July 14, 2025	July 1, 2025	July 8, 2025
August 11, 2025	July 29, 2025	August 5, 2025
September 2, 2025	August 19, 2025	August 26, 2025
September 15, 2025	September 3, 2025	September 9, 2025
*October 7, 2025	September 16, 2025	September 30, 2025
October 20, 2025	October 8, 2025	October 14, 2025
November 3, 2025	October 21, 2025	October 28, 2025
November 17, 2025	November 4, 2025	November 11, 2025
December 1, 2025	November 18, 2025	November 25, 2025
December 15, 2025	December 2, 2025	December 9, 2025

***This meeting may be moved or cancelled depending on the needs of the Administration and City Council**

DRAFT

INTRODUCED BY: J. DeLong RESOUTION NO. 2024-53

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A QUOTATION FROM PORTS PETROLEUM, CO., INC. FOR THE PURCHASE OF PETROLEUM FOR THE CITY OF BEACHWOOD, OHIO; WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Finance Director has recommended accepting a quotation from Ports Petroleum, Co., Inc. for the purchase of Petroleum and requests to waive competitive bidding as the price quoted is at or below state bid pricing.

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

Section 1: The Mayor is hereby authorized and directed to waive competitive bidding and accept a quotation from Ports Petroleum, Co., Inc. for the period of December 1, 2024, through December 31, 2026. A copy of the Quotation 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, safety, or the efficient operation of the City; and for the further reason of ensuring the purchase of gasoline for the 2025 calendar year, which is critical to maintaining city vehicle operations for emergency services, public safety, and essential city functions; 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 2nd day of December, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2024.

Whitney M. Crook
Clerk

Approval: I have approved this legislation this 3rd day of December, 2024, and filed it with the Clerk.

Mayor

PORTS PETROLEUM CO., INC.

To: City of Beachwood, Ohio

From: Robert Lay, Ports Petroleum

Date: 18 Nov 2024

Subj: Fuel bid agreement

Ports Petroleum is offering the following to the City of Beachwood.

- In reference to fuel (gasoline and diesel products). Ports Petroleum will offer the same Terms and Conditions as stated in the State of Ohio fuel contract.

- We will offer -.01 cent off the contracted fuel pricing (which is viewable daily on the State of Ohio website).

- Ports Petroleum can also provide monitors on each tank that will provide historical data and daily readings 3 times a day. We can auto-fill tanks based on the Cities min-max requirements. There is a monthly charge for each monitor of $23.50 per unit. All inventory information and access to the website for these units is available to anyone in the city. These units help limit empty/emergency fills.

We at Ports Petroleum appreciate the opportunity to work with your organization. If you have any questions, please feel free to contact me.

Robert Lay
330-804-9106 o
330-641-6369 c
roblay@portspetro.com

INTRODUCED BY: J. Mintz RESOLUTION NO. 2024-54

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE BACKUP STORAGE HARDWARE FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the IT Manager has recommended purchasing backup storage software to support growing data storage needs and enhance reliability of the City's backup processes.

WHEREAS, the IT Manger requested three (3) quotations and it was determined that StarWind is the best quotation in a total amount not to exceed Thirty-Four Thousand Eight Hundred Ten Dollars and No/Cents ($34,810.00) which includes a five (5)-year onsite warranty.

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

Section 1: The Mayor is hereby authorized and directed to accept the quotation from StarWind to purchase backup storage software for the City of Beachwood in a total amount not to exceed Thirty-Four Thousand Eight Hundred Ten Dollars and No/Cents ($34,810.00) which includes a five (5)-year onsite warranty. A copy of the quotation 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 of Beachwood.

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that it is necessary to purchase the hardware at the earliest time to protect the City's electronic records; 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 2nd day of December, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2024.

Whitney M. Crook
Clerk

Approval: I have approved this legislation this 3rd day of December, 2024, and filed it with the Clerk.

Mayor

Memorandum

To:	Larry Heiser, Finance Director
From:	Craig Kaufman, IT Manager
Subject:	Backup Storage Refresh
Date:	November 13, 2024

We are initiating an upgrade to our onsite backup system to better support our growing data storage needs and enhance the reliability of our backup processes. This upgrade is designed to improve data redundancy, increase backup speed, and streamline overall backup operations. Importantly, we will also continue our cloud-based backups to ensure multi-layered data protection.

StarWind's hyperconverged appliance offers a strong advantage by integrating both storage and server functionality into one unit. This approach simplifies management, enhances performance, and reduces the need for separate hardware components.

We received three quotes from CDWG, SHI, and StarWind with Starwind having the lowest price of $34,810.00 with a 5-year onsite warranty

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

StarWind
HYPERCONVERGENCE

Prepared By: Yurii Merlytsia Email: yurii.merlytsia@starwind.com

Quote#10292024.1

Issued **10/29/2024** Quote is valid for 30 days

Company Name: City of Beachwood

Contact: AJ Allen

Item	Product name	QTY	SKU	List Price Per Node	Discount	Sale Price
Hardware	StarWind BA Custom model w/5yrs ProActive Support / NBD onsite Support and Warranty (refurb NVMe)	1	SW-BAcst-100TB-16C-128-5Y	$49,300.00	30%	$34,510.00
Additional Software						
Additional Software						

Project Totals	
Hardware	$34,510.00
Additional Software	$0.00
StarWind VSAN	Included
Support	Included
Shipping	$300.00
Grand Total USD	**$34,810.00**

*sales tax may be applicable

StarWind
HYPERCONVERGENCE

*All prices and specifications are subject to change without notification

*The delivery time may vary due to specifications changes

StarWind
HYPERCONVERGENCE

Specifications

Components (per server)	QTY	Description
Chassis	1	1U 10x2.5" NVMe Chassis
CPU	2	Intel Silver 4309Y 8C 2.8Ghz 12M DDR4-2667 105W
RAM	8	Dell 16GB DDR4 ECC RDIMM 3200Mh
Boot	1	BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)
*Total Usable Storage Capacity of the cluster	-	**100TB (NVMes)**
Cache Tier NVMEs	-	-
Networking	1	Dell Broadcom 57416 Dual Port 10Gb RJ45 Low Profile
Additional Networking	1	Dell NVIDIA Mellanox ConnectX-6 Lx Dual Port 10/25GbE SFP28 OCP 3.0
Software	1	StarWind OEM License
Support & Warranty	1	5 Years ProActive Support and NBD Onsite Service Monitoring health status of the environment and proactively informing Administrator about hardware, software, and performance issues. StarWind Engineers will reach out to address the issues before they can significantly affect the environment.

*May vary depending on infrastructure

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

AJ ALLEN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PFFH548	11/18/2024	PFFH548	11169993	$39,448.11

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
STARWIND BA CUSTOM MODEL Mfg. Part#: SW-BACST-100TB-16C-128-5Y Electronic distribution - NO MEDIA Contract: Ohio Council of Educational Purchasing Consortia (022-G)	1	8155798	$39,448.11	$39,448.11

SUBTOTAL	$39,448.11
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$39,448.11**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF BEACHWOOD ACCTS PAYABLE 25325 FAIRMOUNT BLVD BEACHWOOD, OH 44122-1799 **Phone:** (216) 292-1904 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** CITY OF BEACHWOOD AJ ALLEN 25325 FAIRMOUNT BLVD BEACHWOOD, OH 44122-1799 **Phone:** (216) 292-1904 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Sam Raes | (877) 465-3134 | sam.raes@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$39,448.11	**$1,140.05/Month**	**$39,448.11**	**$1,301.39/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?

 My Account

 Support

 Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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Pricing Proposal
Quotation #: 25554859
Created On: 11/19/2024
Valid Until: 12/19/2024

OH-City of Beachwood

Aj Allen
P.O. BOX 22659 ATTN: A/P
BEACHWOOD, OH 44122
United States
Phone: (216) 595-3405
Fax:
Email: aj.allen@beachwoodohio.com

Nick DiNapoli
Phone:
Fax:
Email: nick_dinapoli@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	StarWind BA Custom model w/5yrs ProActive Support / NBD onsite Support and Warranty Starwind Hyperconvergence - Part#: SW-BAcst-100TB-16C-128-5Y Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	1	$40,669.68	$40,669.68

Shipping	$0.00
Total	$40,669.68

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

INTRODUCED BY: J. Taylor RESOLUTION NO. 2024-55

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT (MCIP) WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT ("NEORSD") FOR THE TIMBERLANE/GREEN SANITARY RELIEF SEWER PROJECT PHASE 2; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, NEORSD established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the NEORSD service area;

WHEREAS, in response to NEORSD's request for MCIP Proposals, the City of Beachwood, Ohio applied for the Timberlane/Green Sanitary Relief Sewer Project, Phase 2;

WHEREAS, NEORSD has determined that the proposed Timberlane/Green Sanitary Relief Sewer MCIP Project Phase 2 will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment;

WHEREAS, the Public Works Director and City Engineer have recommended entering into this MCIP Grant Agreement.

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

Section 1: The Mayor is authorized to enter into and execute any necessary agreements for the Member Community Infrastructure Program grant.

Section 2: The Mayor is authorized and directed to accept Grant Funds for the Timberlane/Green Sanitary Relief Sewer Project, Phase 2, in an amount not to exceed One Million Five Hundred Thousand Dollars and No/Cents ($1,500,000.00).

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 Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that these grant funds may be obtained immediately; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 2nd day of December, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the day of 3rd day of December, 2024.

Whitney M. Crook

Clerk

Approval: I have approved this legislation this 3rd day of December, 2024, and filed it with the Clerk.

Mayor

BEACHWOOD PUBLIC WORKS DEPARTMENT
INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: November 12, 2024

RE: Council Agenda Item: NEORSD MCIP Grant Agreement

Mayor,

The city has received 1.5 million dollars in grant funding from NEORSD through the Municipal Community Infrastructure Program for Phase 2 of the Timberlane Sanitary Relief Sewer Project. This sewer project was recommended by NEORSD based on the Heights Hilltop Interceptor Study which determined capacity deficiencies in our sanitary sewer system in the northwest section of our city.

The purpose of this project is to alleviate basement flooding that occurs during heavy rain events. The scope of this project requires the installation of a sanitary relief sewer from Green Road, east on Greenlawn Avenue and south on Beachwood Boulevard to Timberlane Drive. Phase 2 of this project has an estimated cost of 3 million dollars. With your permission, we would like to place this item on the next council agenda.

MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT
BY AND BETWEEN
NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF BEACHWOOD
FOR
TIMBERLANE/GREEN SANITARY RELIEF SEWER PHASE 2 PROJECT

CONSTRUCTION ONLY

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of January 2025 ("Effective Date"), by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 191-24, adopted by the District's Board of Trustees on August 1, 2024 (Exhibit "A"), and the City of Beachwood ("Member Community"), a political subdivision of the State of Ohio, acting pursuant to Ordinance No. _____, passed on _____, 2024 (Exhibit "B"). The District and the Member Community may be collectively referred to herein as "Parties."

RECITALS:

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities and other qualified political subdivisions for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit "C"); and

WHEREAS, in response to the District's Request for MCIP Proposals, the Member Community, a District member community, submitted an application for the Timberlane/Green Sanitary Relief Sewer Phase 2 project (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1. The MCIP Project

1.1. The MCIP Project. The Member Community will manage a Construction Only MCIP Project, which generally consists of the installation of a new sanitary relief sewer on Beachwood Boulevard from Timberlane Drive to Greenlawn Avenue, and on Greenlawn Avenue from Beachwood Boulevard to South Green Road, as set forth in Exhibit "D."

1.2. Performance Goal and Verification. The performance goal for the MCIP Project is set forth in Exhibit D. At the request of the District, the Member Community will provide data relevant to the project performance verification as set forth in Exhibit C. The Member Community agrees to provide the District with post-construction verification of the performance goal. Failure to do so may impact future grant awards.

1.3. Compliance with District's Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District's Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm sewer infrastructure problems.

1.4. Permits and Approvals. The Member Community shall obtain and pay the cost of all required federal, state, and local approvals, including permits, necessary to initiate and complete the MCIP Project.

1.5. Affected Property Owners. The Member Community shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor in title to maintain compliance as required in this Agreement. The costs of obtaining such legal agreements are eligible for MCIP funding, if they are part of the proposal and approved by the District.

1.6. MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.

1.7. Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design and construction, as well as post-construction.

Article 2. Construction of the MCIP Project

2.1. MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.

2.2. Member Community to Bid and Construct MCIP Project. After the District's review of the MCIP Project design in accordance with Article 2.1 above, the Member Community shall bid and complete the construction work pursuant to the final MCIP Project plans and specifications and in accordance with all applicable laws and regulations. The Member Community shall be responsible for construction procurement, supervision, and inspection in accordance with the terms of this Agreement. The Member Community shall provide the District Representative, Brian Page at paigeb@neorsd.org, a copy of the awarded bid.

2.3. Construction Schedule. The District shall have the right to review and provide written comments to the proposed MCIP Project construction schedule, prior to the selected contractor beginning field activities.

2.4. Pre-Construction and Construction Meetings. The District shall have the right to attend all pre-construction and construction meetings with the MCIP Project contractor. The Member Community shall notify the District Representative, in writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.

2.5. Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision, or inspection and testing services for the MCIP Project.

2.6. As-Built Drawings. At the District's request, the Member Community shall provide the District Representative with "as-built" drawings for the MCIP Project.

2.7. Record Drawings. The Member Community shall provide to the District Representative record drawings, approved by the Member Community's Engineer, at the closure of the MCIP Project.

2.8. District Request for Construction Progress Meetings. The Member Community agrees to meet with the District to review the MCIP construction project status and progress, as may be requested by the District.

2.9. Payment of Prevailing Wage. The Member Community shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the MCIP Project, and shall ensure compliance with any prevailing wage requirements in such Chapter.

Article 3. Ownership, Operation, and Maintenance

3.1. Member Community Operation and Maintenance Responsibilities. During construction and after construction, the Member Community shall own, operate, and maintain the MCIP Project. The Member Community shall reimburse the District in an amount equal to one hundred percent (100%) of the District Funds provided by the District under this Agreement if this provision is violated. In the event that the District determines a violation of this section has occurred, the District shall notify the Member Community in writing. The Parties agree to resolve any dispute relating to such alleged violation in accordance with the procedure set forth in Article 9 of this Agreement.

3.2. Post-Construction Operation and Maintenance Plan. The Member Community shall provide the District with a letter referencing the post- construction operation and maintenance plan for the MCIP Project. Operation and maintenance plans shall be updated by the Member Community, as may be necessary, and as may be requested by the District.

3.3. Maintenance Inspection Records. The Member Community shall maintain a record of the Member Community's maintenance inspections and overall performance of the MCIP Project for at least three (3) years and shall submit a copy to the District upon reasonable request.

Article 4. Project Costs and Funding

4.1. District Funds. The District agrees to pay the Member Community an amount not to exceed One Million Five Hundred Thousand Dollars ($1,500,000.00) (the "District Funds") on a direct disbursement basis, in accordance with the terms of this Article and Article 6. The anticipated disbursement amount for calendar year 2025 is $1,500,000.00. Yearly anticipated disbursement amounts may only be altered in writing at the discretion of the District's Director of Watershed Programs. The District shall withhold five percent (5%) or $75,000.00 of the District Funds until the District receives the documents listed below and/or the match obligation has been met as outlined in Section 4.2:

a) final record drawings for the MCIP Project,

b) a letter referencing the post-construction operation and maintenance plan.

4.2. Member Community Funds.

4.2.1. The Member Community shall provide at least 25% non-District matching funds for the MCIP Project that may include cash and/or in-kind contributions ("Member Community Funds"). Funds acquired by the Member Community from previous District awards cannot be counted as a match. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds, including, but not limited to, differing site conditions or other unforeseen situations.

4.2.2. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit "E."

4.2.3. Each invoice submitted for disbursement to the District in accordance with Section 4.3 below shall include the percentage of the Member Community Funds committed by the Member Community as matching funds for the MCIP Project.

4.3. Use of District Funds - Direct Disbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January

1, 2025 and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall disburse funds directly to the Member Community the eligible MCIP Project expenses based upon invoices, prepared and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit “F.” All disbursement requests must include the Fund Request and Progress Report Form (the “FRF”), attached to this agreement as Exhibit “G.”

4.3.1. Application for Payment of Funds. The Member Community must submit consultant invoices to the District monthly or such other timing as mutually agreed by the Member Community and the District, prior to payment for any costs incurred by the Member Community related to design, construction, property acquisition, along with the consultant's detailed invoicing detailing the eligible MCIP Project expenses. Any such consultant invoice submitted by the Member Community to the District for payment shall include cost and work details and other information in accordance with this Agreement, and shall also include a signed, then-current FRF document. The FRF may be updated or otherwise amended by the District from time to time. The FRF shall include supporting document(s), including the relevant procurement documentation, such as an itemized bill, receipt, invoice, and/or timecard.

4.3.2. The Member Community understands, and agrees, that the FRF may only be signed by a duly authorized representative of the Member Community and that signature of the FRF by such representative shall be an affirmative representation of the Member Community that the Member Community has verified the accuracy of the consultant and contractor invoice, that the consultant’s and contractor’s services were furnished and performed in accordance with the conditions of the contract for the work and performed to the satisfaction of the Member Community, that the consultant and the contractor invoice is not in dispute by either the Member Community or its consultant/contractor, that the Member Community’s representative recommends payment, and that the Member Community shall pay the consultant and the contractor as expeditiously as possible and consistent with Member Community’s policies following receipt of approved funds from the District and within the time period prescribed in Member Community's contract

with the consultant and the contractor to avoid any late fees or other penalties for late payment. The District agrees that the signatory to this Agreement may, by designation, authorize an appropriate Member Community staff member to execute the FRF on behalf of the Member Community.

4.3.3. The FRF form is submitted to the District and reviewed for completeness by the District. Provided that such any undisputed consultant and contractor invoice is accompanied by a complete and duly executed FRF and is otherwise compliant with District requirements and this Agreement, upon District review and approval by the District's Director of Watershed Programs, the District shall pay its approved amount directly to Member Community within forty-five (45) days of receipt. The absence of written inquiry or objection of an invoice within the 45-day period shall not be deemed approval of the invoice by the District. Notwithstanding anything to the contrary in this Agreement, the District shall not pay any Project costs until such work is completed and accepted by the District as satisfactory, which acceptance shall not be unreasonably withheld, conditioned or delayed.

4.3.4. All invoicing shall be in accordance with an agreed-upon format between the District and the Member Community that is sufficient to allow the District to review, inspect and approve the services provided for the Project. The District shall not be responsible for payment of any late fees and/or other penalties invoiced by consultants. The Member Community shall submit proof of payment to its consultant and contractors within forty-five (45) days of the District's payment to the Member Community. Should the Member Community fail to submit such proof within forty-five (45) days, the District shall have the right to withhold future payment(s) to the Member Community until such time that the Member Community provides proof of payment of MCIP funds to the consultant and the contractor, and any failure of the Member Community to comply with the material payment requirements in this Agreement may be considered a material breach of this Agreement and be cause for termination of the Agreement, in addition to any other remedies available to the District.

4.3.5. All requests for payment of District Funds for project management, design services, and construction shall be documented to the

District in reasonable satisfaction based on the agreed-upon scope and fee for such services.

4.3.6. The Member Community shall keep all records and documents relevant to the Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and will be submitted upon request together with any other compliance information which may be reasonably required.

4.3.7. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved by the District.

4.3.8. The Member Community will provide a copy of the professional services agreement and the bid award with the first direct disbursement request.

4.3.9. Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 30, 2025 for work completed January 1, 2025– March 31, 2025;
- Second Request: Due July 31, 2025 for work completed April 1, 2025 - June 30, 2025;
- Third Request: Due October 31, 2025 for work completed July 1, 2025 – September 30, 2025;
- Fourth Request: Due January 31, 2026 for work completed October 1, 2025 – December 31, 2025;

4.3.9.1. Failure to submit the quarterly progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

4.3.10. The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the FRF and progress report form provided as Exhibit ‘G” and available at: https://www.neorsd.org/I_Library.php?SOURCE=library/Funding%20Request%20-%20REV%20092024.pdf&a=download_file&LIBRARY_RECORD_ID=8008

4.4. Third-Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved for reimbursement by the District.

4.5. Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.

4.6. District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.

4.7. Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit C).

Article 5. Public Participation and Outreach

5.1. Educational Signage and Public Outreach. The Member Community shall coordinate any educational signage and any public outreach with the District. The Member Community shall acknowledge the District on MCIP Project related outreach communications and in public meetings that discuss the MCIP Project.

5.2. District Right to Reject. The District reserves the right to reject any signage, related to the MCIP Project.

Article 6. Project Schedule and Warranty Period.

6.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.

6.2. MCIP Project Warranty. The Member Community's construction agreement shall require the contractor to provide a minimum of a one (1) year warranty period that commences upon final completion of the MCIP Project construction

("Warranty Period"). Prior to the conclusion of the Warranty Period the Member Community shall perform a CCTV inspection of the installed Project, if applicable, and provide a report to the District.

Article 7. Term.

7.1. Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

Article 8. Insurance.

8.1. Insurance. The Member Community shall require MCIP Project consultants and contractors to name the Northeast Ohio Regional Sewer District as an Additional Insured for general liability, automobile liability, and property liability insurance coverages.

Article 9. Dispute Resolution.

9.1. Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.

9.2. Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representatives	Member Community Representatives
Director of Watershed Programs	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representatives	Member Community Representatives
District Chief Legal Officer or CLO's designee	Law Director

9.3. Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 9.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

9.4. Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 10, Remedies, below.

Article 10. Remedies.

10.1. Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

Article 11. Notifications.

11.1. Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representatives	Member Community Representatives
Funding Programs Administrator II	Chris Arrietta (216) 292-1930 Chris.Arrietta@beachwoodohio.com

Article 12. Release of Liability.

12.1. Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

Article 13. Miscellaneous.

13.1. Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.

13.2. Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

13.3. Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

13.4. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

13.5. Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.

13.6. Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

13.7. Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.

13.8. Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.

13.9. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.

13.10. Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.

13.11. Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

Article 14. Exhibits.

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern. The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

Exhibit “A”	District Resolution
Exhibit “B”	Member Community’s Authorizing Ordinance
Exhibit “C”	Request for MCIP Proposals
Exhibit “D”	Member Community’s MCIP Application

Exhibit “E”	Member Community’s Certification of Funds
Exhibit “F”	MCIP Policy, Process, and Procedure
Exhibit “G”	Payment Request Accuracy Verification and Progress Report (“FRF”)

<< INTENTIONALLY LEFT BLANK >>

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

and: _____
Darnell Brown, President
Board of Trustees

CITY OF BEACHWOOD

By: _____

The legal form and correctness of this instrument is approved.

By:_____
Assistant/Director of Law
CITY OF BEACHWOOD

Date:_____, 2024

This Instrument Prepared By:

_____
Anka M. Davis
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR DISTRICT USE ONLY]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL
SEWER DISTRICT
WITH
CITY OF BEACHWOOD
FOR
2024 MEMBER COMMUNITY
INFRASTRUCTURE PROGRAM
PROJECT:
TIMBERLANE/GREEN SANITARY
RELIEF SEWER PHASE 2
PROJECT

Total Approximate Cost: $1,500,000.00

The legal form and correctness of the within instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

INTRODUCED BY: E. Synenberg RESOLUTION NO. 2024-56

A RESOLUTION ACCEPTING A CERTAIN BID FROM JAB SUPPLY CORPORATION FOR READY-MIX CONCRETE FOR 2025; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, two (2) bids were received by the Clerk on November 6, 2024, for ready-mix concrete for 2025, pursuant to advertising for competitive bidding as required by law;

WHEREAS, the bid of JAB Supply Corporation was the lowest and best bid received; and

WHEREAS, the Public Works Director has recommended that Council accept the bid of JAB Supply Corporation.

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 Public Works Director, the bid of JAB Supply Corporation, as further outlined on the Bid Specification Sheet, as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein, is found to be the lowest and best bid received for ready-mix concrete for 2025 in an amount not to exceed One Hundred Thousand Dollars and No/Cents ($100,000.00).

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

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

Section 4: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that the work 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 2nd day of December, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of December, 2024.

Whitney M. Crook

Clerk

Approval: I have approved this legislation this 3rd day of December, 2024, and filed it with the Clerk.

Mayor

22407880 _1

BEACHWOOD SERVICE DEPARTMENT
INTER-OFFICE MEMORANDUM

TO: Justin Berns

FR: Chris Arrietta, Public Works Director

DT: November 12, 2024

RE: Council Agenda Item: Ready - Mix Concrete Contract

Mayor,

Bids were received for the ready-mix concrete contract and JAB Supply Corporation was the lowest and best bidder. JAB Supply Corporation successfully supplied the city with concrete in 2024 and we recommend moving forward with this company in 2025. Attached for your review are the bid documents. Please contact me if you have any questions in regards to this agenda item.

City of Beachwood
Bid Specification Sheet
READY MIX CONCRETE

Vendor Information

Vendor Name: JAB SUPPLY CORP. Contact Person: PAT KRAC

Email: ESM.JABSUPPLY@GMAIL.COM Phone #: 216.789.4972

CONCRETE - 7 yard load (minimum) (Weekday rate - Monday to Friday)

1.) Class C - Concrete $153.50 per yard - delivered

2.) MS Concrete - Medium $173.50 per yard - delivered

3.) FS Concrete - Fast Set $183.50 per yard - delivered

4.) LSM100 $90.00 per yard - delivered

CONCRETE - Less than 7 yard load (Weekday rate - Monday to Friday)

1.) Class C - Concrete $163.50 per yard - delivered

2.) MS Concrete - Medium $183.50 per yard - delivered

3.) FS Concrete - Fast Set $193.50 per yard - delivered

4.) LSM100 $100.00 per yard - delivered

CONCRETE - 7 yard load (minimum) (Weekend rate - Saturday to Sunday)

1.) Class C - Concrete $163.50 per yard - delivered

2.) MS Concrete - Medium $183.50 per yard - delivered

3.) FS Concrete - Fast Set $193.50 per yard - delivered

4.) LSM100 $100.00 per yard - delivered

CONCRETE - Less than 7 yard load (Weekend rate -Saturday to Sunday)

1.) Class C - Concrete $173.50 per yard - delivered

2.) MS Concrete - Medium $193.50 per yard - delivered

3.) FS Concrete - Fast Set $203.50 per yard - delivered

4.) LSM100 $110.00 per yard - delivered

City of Beachwood
Bid Specification Sheet
ADDITIVES

Vendor Information

Vendor Name: JAB SUPPLY CORP. Contact Person: PAT ICRIC

Email: CSM.JABSUPPLY@GMAIL.COM Phone #: 216-789-4972

Fibermesh (1.5#)	$ 8.50	per yard - delivered
Calcium 25# Bag	$ 12.50	delivered
Non-Chloride ACC (1%)	$ 6.00	per yard - delivered
Non-Chloride ACC (2%)	$ 12.00	per yard - delivered
Superplasticizer - 64 oz.	$ 8.50	per yard - delivered
Mid Range WR (6 oz.)	$ 4.50	per yard - delivered
Water Reducer	$ 4.50	per yard - delivered
Hi Early	$ 20.00	per yard - delivered
Retarder	$ 4.50	per yard - delivered
Heated Material	$ 8.00	per yard - delivered
Demurrage	$ 120.00	per hour
Additional Stops	$ 100.00	per stop
Plant Opening After Hours Cost	$ 75.00	PER LOAD
Fuel Charge	$ 25.00	PER LOAD

DELIVERIES TO BE MADE AS REQUIRED WITH 24 HOUR NOTICE PRIOR TO DELIVERY.

75% OF THE CITY'S CONCRETE USAGE IS REGULAR CLASS C CONCRETE.
THE BIDS WILL BE EVALUATED ACCORDINGLY.

INITIAL BID AWARD WILL BE FOR A PERIOD OF ONE (1) YEAR.
THE CITY RESERVES THE RIGHT TO RENEW THE CONTRACT FOR AN ADDITIONAL YEAR.

NON-COLLUSION AFFIDAVIT

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

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

Julie A. Belich / JAB Supply Corporation being first duly sworn, deposes and says that Julie A. Belich residing at 37200 Chardon Rd., Willoughby Hills, OH 44094 (is)(are) the only person(s) interested with (him) (them) in the delivery of the materials or the services performed under this contract; that the said contract is on (his) (their) part in all respects fair and without collusion or fraud; and also that no head of any department or any employee therein; or any officer of the CITY OF BEACHWOOD, OHIO has any direct or indirect interest therein.

Signature: Julie A Belich

Sworn to and subscribed in my presence this 5th day of November, 202 4

(Notary Seal)

NOTARY PUBLIC STATE OF OHIO

ELIZABETH ANNE SIDLEY
Notary Public, State of Ohio
My Commission Expires
November 13, 2027

Elizabeth Anne Sidley
Notary Public

Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer
01727755

JAB SUPPLY CORPORATION
30155 EUCLID AVE
WICKLIFFE OH 44092-1654

Period Specified Below
07/01/2024 to 07/01/2025

www.bwc.ohio.gov
Issued by: BWC



Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

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

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

Bureau of Workers' Compensation

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

DP-29 BWC-1629 (Rev. Jan. 10, 2019)

Northeast Ohio Regional Sewer District

JAB SUPPLY CORPORATION

Certification 126224JAB

Congratulations! The Northeast Ohio Regional Sewer District (NEORSD) Office of Contract Compliance (OCC) is pleased to inform you that JAB SUPPLY CORPORATION has met the eligibility requirements of the District's Business Opportunity Program, and therefore is now certified as a WBE, MBE or SBE in the area(s) of:

NAICS Codes: NAICS 484110: GENERAL FREIGHT TRUCKING, LOCAL
CVC 085: MATERIAL SUPPLIERS – CARPENTRY/MILLWORK
NAICS 484220: SPECIALIZED FREIGHT (EXCEPT USED GOODS) TRUCKING, LOCAL

Certification Expiration Date: January 31, 2026

A new certificate will be issued every 2nd year upon successfully meeting renewal requirements.

Tiffany Jordan

Tiffany Jordan
Contract Compliance Manager

January 26, 2024
Date



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

E-mail: clientcontactcenter@fedins.com
Phone: 1-888-333-4949
Fax: 507-446-4664

Thank you for your business!

Client Contact Center

Enclosed:
Certificate Document(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CLIENT CONTACT CENTER	
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: FEDERATED RESERVE INSURANCE COMPANY	16024
INSURED	INSURER B:	
JAB SUPPLY CORPORATION 30155 EUCLID AVE WICKLIFFE, OH 44092-1654	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 13** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	1852554	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS OWNLY NON-OWNED AUTOS ONLY	N	N	1852554	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	1852556	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	1852554	03/01/2024	03/01/2025	PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) OH

CERTIFICATE HOLDER

CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD
BEACHWOOD, OH 44122-2253

13 0

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicholas R. Zaver

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City of Beachwood

Bid Specification Sheet

READY MIX CONCRETE

Vendor Information

Vendor Name: Medina Supply Contact Person: Max Brainard

Email: max.brainard@shellyco.com Phone #: 216-554-5065

CONCRETE - 7 yard load (minimum) (Weekday rate - Monday to Friday)

1.) Class C - Concrete	$153.00	per yard - delivered
2.) MS Concrete - Medium	$169.00	per yard - delivered
3.) FS Concrete - Fast Set	$177.00	per yard - delivered
4.) LSM100	$108.00	per yard - delivered

CONCRETE - Less than 7 yard load (Weekday rate - Monday to Friday)

1.) Class C - Concrete	$175.00	per yard - delivered
2.) MS Concrete - Medium	$191.00	per yard - delivered
3.) FS Concrete - Fast Set	$199.00	per yard - delivered
4.) LSM100	$130.00	per yard - delivered

Saturday Delivery Add $75.00 per load

CONCRETE - 7 yard load (minimum) (Weekend rate - Saturday to Sunday)

1.) Class C - Concrete	$153.00	per yard - delivered
2.) MS Concrete - Medium	$169.00	per yard - delivered
3.) FS Concrete - Fast Set	$177.00	per yard - delivered
4.) LSM100	$108.00	per yard - delivered

Sunday Delivery Add $100.00 per load + plant opening fee

CONCRETE - Less than 7 yard load (Weekend rate -Saturday to Sunday)

1.) Class C - Concrete	$175.00	per yard - delivered
2.) MS Concrete - Medium	$191.00	per yard - delivered
3.) FS Concrete - Fast Set	$199.00	per yard - delivered
4.) LSM100	$130.00	per yard - delivered

City of Beachwood

Bid Specification Sheet

ADDITIVES

Vendor Information

Vendor Name: Medina Supply Contact Person: Max Brainard

Email: max.brainard@shellyco.com Phone #: 216-554-5065

Fibermesh (1.5#)	$12.75	per yard - delivered
Calcium 25# Bag	$17.50	delivered per bag
Non-Chloride ACC (1%)	$6.00	per yard - delivered
Non-Chloride ACC (2%)	$12.00	per yard - delivered
Superplasticizer - 64 oz.	$10.00	per yard - delivered
Mid Range WR (6 oz.)	$N/A	per yard - delivered
Water Reducer	$N/A	per yard - delivered
Hi Early	$8.00	per yard - delivered
Retarder	$3.25	additional per yard - delivered
Heated Material	$7.00	per yard - delivered
Demurrage	$90.00	per hour
Additional Stops	$50.00	per stop
Plant Opening After Hours Cost	$2,000	
Fuel Charge	$15.00 per truck	

DELIVERIES TO BE MADE AS REQUIRED WITH 24 HOUR NOTICE PRIOR TO DELIVERY.
Medina Supply will need more than 24 hours notice for orders during season
75% OF THE CITY'S CONCRETE USAGE IS REGULAR CLASS C CONCRETE.
THE BIDS WILL BE EVALUATED ACCORDINGLY.

INITIAL BID AWARD WILL BE FOR A PERIOD OF ONE (1) YEAR.
THE CITY RESERVES THE RIGHT TO RENEW THE CONTRACT FOR AN ADDITIONAL YEAR.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we SHELLY MATERIALS, INC. DBA MEDINA SUPPLY COMPANY

as Principal, hereinafter called the Principal, and LIBERTY MUTUAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of MASSACHUSETTS
as Surety, hereinafter called the Surety, are held and firmly bound unto CLERK OF COUNCIL OF THE CITY OF BEACHWOOD, OH

as Obligee, hereinafter called the Obligee, in the sum of 10% OF AMOUNT BID

Dollars ($),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for READY MIX CONCRETE - 2025

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of NOVEMBER, 2024.

Todd Dapra

(Witness)

SHELLY MATERIALS, INC.
DBA MEDINA SUPPLY COMPANY
(Principal) *(Seal)*

DUSTIN MILLER
VP/GM, SHELLY READY MIX DIVISION *(Title)*

Lindsay Smith

(Witness)

LIBERTY MUTUAL INSURANCE COMPANY
(Surety) *(Seal)*

DAVID R. EXLEY *(Title)* Attorney-In-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205183- 983605**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David R. Exley

all of the city of Dover state of OH each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all bid bonds on behalf of The Shelly Company , and the execution of such bid bonds, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of April , 2021 .

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of April , 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1ST day of NOVEMBER , 2024 .

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS-12890 LMIC OCIC WAIC Multi Co Bid Bond 02/21

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 03/15/2024

Effective 04/02/2024

Expires 04/01/2025

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

LIBERTY MUTUAL INSURANCE COMPANY

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

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

LIBERTY MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of $69,850,735,943, liabilities in the amount of $47,860,270,390, and surplus of at least $21,990,465,553.

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

Judith L. French

Judith French, Director

Liberty Mutual. SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets

Cash and Bank Deposits	$1,850,245,073.00
*Bonds – U.S Government	$3,859,565,383.00
*Other Bonds	$21,048,805,773.00
*Stocks	$19,937,271,802.00
Real Estate	$122,228,711.00
Agents' Balances or Uncollected Premiums	$8,208,660,427.00
Accrued Interest and Rents	$186,906,667.00
Other Admitted Assets	$15,677,869,683.63
Total Admitted Assets	**$70,891,553,519.63**

Liabilities

Unearned Premiums	$10,298,963,305.00
Reserve for Claims and Claims Expense	$28,848,537,243.00
Funds Held Under Reinsurance Treaties	$360,714,151.00
Reserve for Dividends to Policyholders	$1,310,198.00
Additional Statutory Reserve	$296,126,000.00
Reserve for Commissions, Taxes and Other Liabilities	$7,622,413,466.63
Total	**$47,428,064,363.63**
Special Surplus Funds	$209,508,757.00
Capital Stock	$10,000,075.00
Paid in Surplus	$13,834,867,488.00
Unassigned Surplus	$9,409,112,836.00
Surplus to Policyholders	$23,463,489,156.00
Total Liabilities and Surplus	**$70,891,553,519.63**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

LMS-1262/LMIC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Liberty Mutual Insurance Co. National Insurance East
500 N 3rd St, Suite 300
Wausau, WI 54403

www.LibertyMutual.com

CONTACT NAME: Valerie Reece
PHONE (A/C, No, Ext): 513-867-3822 **FAX (A/C, No):**
E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Shelly Materials, Inc. (162-DOV)
DBA Medina Supply Company
80 Park Drive; PO Box 266
Thornville OH 43076

COVERAGES **CERTIFICATE NUMBER:** 81502394 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓		TB2-C81-004095-114	9/1/2024	9/1/2025	EACH OCCURRENCE	$2,000,000
	☐ CLAIMS-MADE ✓ OCCUR			XCU Coverage Included			DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	✓ Primary/Non-Contributory						MED EXP (Any one person)	$50,000
	✓ Separation of Insured						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	✓		AS2-C81-004095-124	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A	✓ ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			AS2-C81-054502-524	9/1/2024	9/1/2025	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			Physical Damage only:			PROPERTY DAMAGE (Per accident)	$
				Comprehensive Ded $10,000				$
				Collision Ded $10,000				
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WA7-C8D-004095-024	9/1/2024	9/1/2025	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		All except OH, ND, WA, WY			E.L. EACH ACCIDENT	$1,000,000
B	(Mandatory in NH)			WC7-C81-004095-014	9/1/2024	9/1/2025	E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WI, MN			E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Excess Workers Compensation & Employers Liability			EW2-68N-035719-324 OH	9/1/2024	9/1/2025	SIR	$250,000
							Excess WC	$250,000,000
							EL-Each Occurrence	$750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Beachwood its subsidiaries and affiliated companies as Owner and General Contractor listed as additional insured with regards to the general liability and automobile liability policies, where required by written contract.

CERTIFICATE HOLDER

City of Beachwood
25325 Fairmount Blvd.
Beachwood OH 44122

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Valerie Reece

Valerie P. Reece

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AGENCY CUSTOMER ID: 8-004095

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAIC CODE	NAMED INSURED
Liberty Mutual Insurance Co. National Insurance East		Shelly Materials, Inc. (162-DOV) DBA Medina Supply Company 80 Park Drive; PO Box 266 Thornville OH 43076
POLICY NUMBER TB2-C81-004095-114		
CARRIER Liberty Mutual Fire Insurance Company	23035	EFFECTIVE DATE: 9/1/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Beachwood

ADDRESS: 25325 Fairmount Blvd. Beachwood OH 44122

Named Insureds include:

All Ohio Ready Mix, Inc.
All Ohio Ready Mix Transportation, Inc.
Allied Corporation, Inc.
Buckeye Ready Mix, LLC
Clay Center Quarry
Columbus Limestone, Inc.
Marble Cliff Limestone, Inc.
Medina Supply
Midstates Trucking, Inc. (merged into Shelly)
OC SMA LLC
S.E. Johnson Companies, Inc.
Scioto Materials, LLC
Shelly Holding Company
Shelly Materials, Inc.
Stoneco, Inc.
The Jefferson Materials Company
The Shelly Company
White Rock Quarry
Wyandot Dolomite, Inc.

DBAs include:

All Ohio Ready-Mix
Price Inland Corp.
Shelly Liquid Division
Smith Concrete Company a Division of Shelly
Stoneco, Inc.

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ATTACHMENT

Bureau of Workers' Compensation

30 West Spring Street
Columbus, Ohio 43215-2256

1-800-644-6292 BWC.Ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor John Logue, Administrator/CEO

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Section 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies (without any alterations or changes) as required.

Policy Number and Employer Name 20004108	Period Specified Below
THE SHELLY HOLDING COMPANY 80 PARK DR THORNVILLE OH 43076-9397	August 1, 2024 to August 1, 2025

Sub(s):

20004108-026	APAC, INC.
20004108-028	FCG TRUCK SERVICE INC
20004108-020	MARBLE CLIFF LIMESTONE INC
20004108-019	SHELLY MATERIALS, INC
20004108-024	STONECO, INC
20004108-022	COLUMBUS LIMESTONE
20004108-002	THE SHELLY COMPANY
20004108-025	ALL OHIO READY-MIX TRANSPORTATION INC
20004108-027	OLDCASTLE MATERIALS CEMENT HOLDINGS INC

This certifies that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Sincerely,

John Logue
Administrator/CEO

BWC-7201
SI-1

NON-COLLUSION AFFIDAVIT

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

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

DAVID R. EXLEY being first duly sworn, deposes and says that HE IS ASSISTANT SECRETARY OF SHELLY MATERIALS INC. residing at 2301 PROGRESS ST; DOVER OH 44622 (is)(are) the only person(s) interested with (him) (them) in the delivery of the materials or the services performed under this contract; that the said contract is on (his) (their) part in all respects fair and without collusion or fraud; and also that no head of any department or any employee therein; or any officer of the CITY OF BEACHWOOD, OHIO has any direct or indirect interest therein.

Signature: _____

Sworn to and subscribed in my presence this 31st day of October, 2024

(Notary Seal)

ANGIE MARIE HOOVER
Notary Public
State of Ohio
My Comm. Expires
April 21, 2029

Angie Marie Hoover
Notary Public

City of Beachwood

BID OPENING

DAY/ DATE: 11 / 6 / 2024 **TIME:** 1:15 P.M. **LOCATION HELD:** Conference Room A
month/day/year

FOR (ITEM OR PROJECT): BIDDERS FOR 2025 READY-MIX CONCRETE

PERSON OPENING BIDS: Whitney Crook, Clerk of Council

BIDDER NAME	BID BOND *(Properly Executed & Signed)*	NON-COLLUSION AFFIDAVIT *(Properly Executed)*	BID AMOUNT
JAB Supply INC	Check ✓	✓	$ Various 153[illegible]
Medina Supply	✓	✓	$ Various 153[illegible]
			$
			$
			$
			$
			$

BEACHWOOD PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: November 12, 2024

RE: Council Agenda Item: 2025/2026 Street Striping Program

Mayor,

We have finalized the specifications for the 2025/2026 Street Striping Program and would like to move this forward to the bidding process. With your permission, we would like to place this item on the next council agenda. Please contact me if you have any questions or concerns in regards to this program.

Motion adopted December 2, 2024