



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

Called to order at 7:01 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, Ms. Bieterman, Mr. Ciuni, 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 discussed agenda item #7 and provided updates on various projects and initiatives. He highlighted the progress on the extension of fiber along Cedar to I-271, the addition of security cameras, and the installation of a Rectangular Rapid Flash Beacon (RRFB).

The Mayor also discussed the upcoming work on the diving board at the Beachwood Family Aquatic Center (BFAC) and the implementation of the Store-It-Safe program.

He then announced that the City would move forward with an age-targeted community at the former Fairmount Temple property. Mayor Berns also took a moment to thank City Council for their collaboration on numerous projects throughout the year.

b. Council Members (non-agenda items)

Ms. DeLong shared her experience attending recent events at the High School and highlighted the success of Bingo Night at the Community Center.

Ms. Taylor commended the Public Works Department for their efforts.

Mr. Isaacson reflected on the accomplishments of the year and expressed gratitude for the collective work of the Council and administration.

c. Department Directors

Mr. Arrietta expressed appreciation for Mr. Synenberg's contributions.

Mr. Schroeder provided updates on Summer Camp registration and the hiring of seasonal staff. He also thanked Mr. Synenberg.

Ms. Biertman gave an update on economic development initiatives and expressed gratitude to Mr. Synenberg.

Mr. Rose thanked Mr. Synenberg for his support.

Police Chief Grispino reported on the Department of Justice grant award, the successful state jail inspection, and extended thanks to Mr. Synenberg.

Fire Chief Holtzman, Mr. Roenigk, Mr. Heiser, and Ms. Turick also conveyed their thanks to Mr. Synenberg for his contributions and support.

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>)

David Lapierre

Mr. Lapierre made remarks.

Howard Klein

Mr. Klein made remarks.

4. Approval of Minutes:
Committee of the Whole Meeting held on December 2, 2024
Regular Council Meeting held on December 2, 2024

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

Voice Vote

On the Approval:

Yes: 7

No: 0

Abstain: 0

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

PLACED ON THIRD AND FINAL
READING AND ADOPTED

2. 2024-68

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

Public Hearing held: December 2, 2024

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

Voice Vote

On the Adoption:

Yes: 6

No: 1

Abstain: 0

Not Voting: 0

PLACED ON THIRD AND FINAL
READING AND ADOPTED

Ordinances (continued)

3. 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 on: December 2, 2024

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

Voice Vote

On the Adoption:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
TAKEN FROM THE TABLE

Voice Vote

On the Adoption:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
PLACED ON FIRST READING
AND REFERRED TO P&Z
COMMISSION

New Business

1. 2024-83

An Ordinance amending Beachwood Codified Ordinance Section 121.01 titled "Rules of Procedure"; and declaring this to be an urgent measure

Moved by: A. Isaacson, 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

Ordinances (continued)

2. 2024-84

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. 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

3. 2024-85

An Ordinance appointing the Law Firm of Roetzel & Andress LPA and Attorney R. Todd Hunt as Law Director for the City of Beachwood, Ohio, extending the term of the Agreement therewith; and declaring this to be an urgent measure

Moved by: A. Stern, 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. 2024-86

An Ordinance Amending Ordinance Nos. 2000-173, 2004-150, 2005-49, 2008-160, 2013-60, 2015-46, and 2017-23 to Adjust the Compensation of the Mayor/Safety Director

Placed on First Reading: December 16, 2024

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

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

PLACED ON FIRST READING

AND ADOPTED

5. 2024-87

An Ordinance to establish a process for the Development of the City of Beachwood's Real Property at 23737 Fairmount Boulevard (Permanent Parcel No. 741-17-047); and declaring this to be an urgent measure

Moved by: D. Shoykhet, 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

6. 2024-88

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: J. Taylor, 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

Resolutions

1. 2024-57

A Resolution declaring the City of Beachwood's commitment to becoming a designated "Store It Safe" City

Moved by: A. Stern, 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)

2. 2024-58

A Resolution authorizing the Mayor to purchase Gasoline from the State of Ohio Term Contracts/Schedules ("STS") through Guttman Energy, waiving competitive bidding; and declaring this to be an urgent measure

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

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

3. 2024-59

A Resolution authorizing Change Order No. 1 for the Timberlane/Green Sanitary Sewer Phase I Project; and declaring this to be an urgent measure

Moved by: J. Taylor, 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

4. 2024-60

A Resolution authorizing the Mayor to accept a Quotation from SlideRenu to Resurface three (3) slides located at the Beachwood Family Aquatic Center; and declaring this to be an urgent measure

Moved by: E. Synenberg, 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

5. 2024-61

A Resolution accepting a Certain Bid from Ken Ganley Ford for the purchase of one (1) Ford Mustang Mach-E GT Electric Police Vehicle and appropriating funds for upfitting and graphics; and declaring this to be an urgent measure

Moved by: A. Isaacson, 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

6. 2024-62

A Resolution authorizing the Mayor to purchase one (1) 2025 Chevrolet Tahoe Police Vehicle for the City of Beachwood, Ohio Police Department from Tim Lally Chevrolet; waiving competitive bidding; and declaring this to be an urgent measure

Moved by: J. DeLong, 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

7. 2024-63

A Resolution authorizing the Mayor to enter into a Contract to purchase and install ten (10) Flock Safety Cameras in the City of Beachwood, Ohio; waiving competitive bidding; 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

8. 2024-64

A Resolution confirming the re-appointment of Pete Smith as Member and Chair for the City of Beachwood, Ohio Civil Service Commission; 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

9. 2024-65

A Resolution confirming the Re-appointment of Joseph Shafran as a Member of the City of Beachwood, Ohio Community Investment Corporation (CIC); and declaring this to be an urgent measure

Moved by: J. DeLong, 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

10. 2024-66

A Resolution confirming the Re-appointment of Paul Kowalczyk as Plans Examiner 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

11. 2024-67

A Resolution confirming the Re-appointment of Teila Lovell as Plans Examiner for the City of Beachwood, Ohio; 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

12. 2024-68

A Resolution confirming the Re-appointment of Michael Wildermuth as Plans Examiner for the City of Beachwood, Ohio; and declaring this to be an urgent measure

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

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

13. 2024-69

A Resolution confirming the Re-appointment of Bryan Zabell as Member and Chair for the City of Beachwood, Ohio Planning and Zoning Commission; and declaring this to be an urgent measure

Moved by: E. Synenberg, 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

Farewell to Councilman Eric Synenberg.

Lee Janovitz
Mr. Janovitz made remarks

Matt Kurz
Mr. Kurz made remarks

James Pasch
Mr. Pasch made remarks

Any other matters coming before City Council

None

Adjournment

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

Yes: 7

No: 0

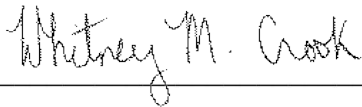
Abstain: 0

Not Voting: 0

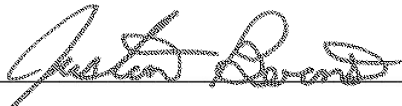
MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 8:41 PM

Approved:



Clerk



Mayor

Next Regular Council Meeting will be held on: Monday, January 6, 2025 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit:
www.BeachwoodOhio.com

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

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

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), AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND (101) TO THE CAPITAL PROJECTS FUND (441), AND DECLARING THIS TO BE AN URGENT MEASURE

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

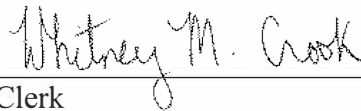
Section 1: To provide for the current expenses and other expenditures of the City of Beachwood for the fiscal year ending December 31, 2025, the following sums are hereby set aside and appropriated, as provided for in Ohio Revised Code Section 5705.38 and as outlined in Exhibit "A", a copy of which is attached hereto and incorporated herein.

Section 2: Council hereby authorizes the Finance Director to transfer funds in a total amount of Three Million Five Hundred Thousand Dollars and No/Cents (\$3,500,000.00) from the General Fund (101) to the Capital Projects Fund (441), as further outlined in the attached Exhibit "A".

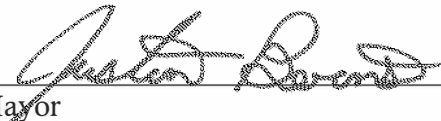
Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is declared to be an urgent measure necessary for the public peace, health, safety, or efficient operation of the City; and for the further reason that it is necessary to use this appropriation of sums to provide for the current expenses and other expenditures of the said City of Beachwood for the fiscal year ending December 31, 2025; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify that this legislation was duly adopted on the 16th 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 17th day of December, 2024.


Clerk

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


Mayor

**CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION**

TO: Mayor Justin Berns, Council
FROM: Larry Heiser, Finance Director *LHH*
DATE: December 4, 2024
SUBJECT: 2025 Budget

All-

The following are minor changes for the final reading of the 2025 General Fund Budget.

- 1) Increase Council budget by \$7,000.
- 2) Increase Economic Development budget by \$10,000 (interns)
- 3) Decrease Pool budget by \$40,000 (slide approved as part of 2024 budget)

Please call or email if you have any questions.

City of Beachwood
2025 Appropriations Exhibit A

General Fund	Department	Wages & Benefits	Other	Total
	101 Council	\$ 273,700	\$ 107,000	\$ 380,700
	121 Mayor	\$ 667,900	\$ 252,900	\$ 920,800
	122 Economic Development	\$ 199,400	\$ 449,400	\$ 648,800
	123 Human Resources	\$ 176,100	\$ 33,900	\$ 210,000
	131 Finance Department	\$ 1,657,700	\$ 7,842,600	\$ 9,500,300
	141 Law Department	\$ 407,900	\$ 582,900	\$ 990,800
	221 Police	\$ 12,721,100	\$ 2,064,800	\$ 14,785,900
	231 Fire	\$ 9,972,100	\$ 721,400	\$ 10,693,500
	341 Service Administration	\$ 7,770,000	\$ 4,709,100	\$ 12,479,100
	511 Community Services	\$ 1,333,100	\$ 747,400	\$ 2,080,500
	512 Camps	\$ 449,300	\$ 190,500	\$ 639,800
	531 Pools and Parks	\$ 438,700	\$ 518,100	\$ 956,800
	611 Building	\$ 1,152,300	\$ 270,400	\$ 1,422,700
	General Fund			\$ 55,709,700
Revolving Loan Fund	102 Revolving Loan Fund		\$ 500,000	\$ 500,000
	Total General Fund			\$ 56,209,700
Special Revenue Fund	Fund #			
	211 Street Construction Maint. & Repair	\$ -	\$ 600,000	\$ 600,000
	212 State Highway	\$ -	\$ 150,000	\$ 150,000
	231 Mayor's Court Improvement	\$ -	\$ 50,000	\$ 50,000
	241 Federal Equitable Sharing	\$ -	\$ 275,000	\$ 275,000
	243 Drug Law Enforcement	\$ -	\$ 175,000	\$ 175,000
	251 Barkwood	\$ -	\$ 4,000	\$ 4,000
	261 Blossom Lane Street Lights	\$ -	\$ 2,500	\$ 2,500
	262 George Zieger Drive Street Lights	\$ -	\$ 35,000	\$ 35,000
	271 One Ohio Opioid	\$ -	\$ 50,000	\$ 50,000
	281 American Rescue Plan Fund	\$ -	\$ -	\$ -
	282 NOPEC Grant Fund	\$ -	\$ -	\$ -
	283 ESID Fund	\$ -	\$ 125,000	\$ 125,000
	291 Eaton TIF Fund	\$ -	\$ 4,500,000	\$ 4,500,000
	292 Omnova TIF Fund	\$ -	\$ 268,196	\$ 268,196
	Total Special Revenue Fund			\$ 6,234,696
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	\$ -	\$ 9,550,000	\$ 9,550,000
	Total Capital Improvement			\$ 9,550,000
Internal Service Fund	Fund #			
	501 Workers' Compensation Self Insurance	\$ -	\$ 150,000	\$ 150,000
	Total Internal Service Fund			\$ 150,000
Trust and Agency Funds	Fund #			
	782 Commercial Permit Tax	\$ -	\$ 25,000	\$ 25,000
	783 Deposit Fund	\$ -	\$ 125,000	\$ 125,000
	784 Police Pension Fund	\$ -	\$ 780,000	\$ 780,000
	785 Zone Income Taxes	\$ -	\$ 13,000,000	\$ 13,000,000
	786 Unclaimed Monies	\$ -	\$ 10,000	\$ 10,000
	Total Trust and Agency Funds			\$ 13,940,000
TOTAL 2025 APPROPRIATIONS				<u><u>\$ 87,002,396</u></u>

LAH 11 21 24
LAH 12 4 24

2025 Capital Projects

Fund	Amount	Description
212	600,000	ODOT Chagrin 271 Project
Total	<u>600,000</u>	
441	2,250,000	2025 Road and Patch program
441	4,000,000	Public Works Roof and Maint
441	3,000,000	Sanitary Sewer Projects (1/2 reimbursed from f
441	300,000	Bryden Green Storm Sanitary Design
Total	<u>9,550,000</u>	

As of 9/31/2024 \$ 6,057,714 unencumbered

Transfer amount \$4,000,000

Prepared LAH 10/8/2024

CITY OF BEACHWOOD
2025

FUND	UNENCUMBERED JAN. 1, 2025 BALANCE	GEN. PROP. TAX	LOCAL GOV'T	AMENDED OTHER SOURCES	TOTAL	2025 APPROPRIATION	VARIANCE	2025 Estimated revenue
General Fund (101)	\$20,904,000	\$ 280,000	\$ 175,000.00	\$ 45,818,000	\$ 67,177,000	\$ 55,709,700	\$ 11,467,300	\$ 46,273,000
Revolving Loan Fund (102)	\$480,000			\$ 500,000	\$ 980,000	\$ 500,000	\$ 480,000	\$ 500,000
General Bond Retirement (331)	\$380,262	\$ 280,000		\$ 320,000	\$ 980,262	\$ 918,000	\$ 62,262	\$ 600,000
Police Pension (784)	\$150,000	\$ 650,000		\$ 20,000	\$ 820,000	\$ 780,000	\$ 40,000	\$ 670,000
St. Const. Maint. & Repair (211)	\$2,652,850			\$ 745,000	\$ 3,397,850	\$ 600,000	\$ 2,797,850	\$ 745,000
State Highway (212)	\$385,400			\$ 60,000	\$ 445,400	\$ 150,000	\$ 295,400	\$ 60,000
Mayor's Ct. Improvement (231)	\$53,690			\$ 6,000	\$ 59,690	\$ 50,000	\$ 9,690	\$ 6,000
Federal Equitable Sharing (241)	\$285,000			\$ 12,000	\$ 297,000	\$ 275,000	\$ 22,000	\$ 12,000
Law Enforcement Trust (243)	\$179,000			\$ 30,000	\$ 209,000	\$ 175,000	\$ 34,000	\$ 30,000
Barkwood (251)	\$4,050			\$ 500	\$ 4,550	\$ 4,000	\$ 550	\$ 500
Blossom Street Lights (261)	\$1,973			\$ 600	\$ 2,573	\$ 2,500	\$ 73	\$ 600
Zeiger Drive Street Lights (262)	\$67,323			\$ 10,000	\$ 77,323	\$ 35,000	\$ 42,323	\$ 10,000
One Ohio Opioid Fund (271)	\$57,915			\$ 4,950	\$ 62,865	\$ 50,000	\$ 12,865	\$ 4,950
ARPA Fund (281)	\$0			\$ -	\$ -	\$ -	\$ -	\$ -
NOPEC Grant Fund (282)	\$0			\$ -	\$ -	\$ -	\$ -	\$ -
ESID Fund (283)	\$0			\$ 125,000	\$ 125,000	\$ 125,000	\$ -	\$ 125,000
Eaton TIF Fund (291)	\$6,748,215			\$ 4,200,000	\$ 10,948,215	\$ 4,500,000	\$ 6,448,215	\$ 4,200,000
OMNOVA TIF Fund (292)	\$0			\$ 268,196	\$ 268,196	\$ 268,196	\$ 0	\$ 268,196
Commercial Permit Fund (782)	\$1,000			\$ 50,000	\$ 51,000	\$ 25,000	\$ 26,000	\$ 50,000
Deposits Fund (783)	\$125,000			\$ 75,000	\$ 200,000	\$ 125,000	\$ 75,000	\$ 75,000
Zone Income Taxes (785)	\$0			\$ 13,000,000	\$ 13,000,000	\$ 13,000,000	\$ -	\$ 13,000,000
Unclaimed Monies (786)	\$11,735			\$ 2,500	\$ 14,235	\$ 10,000	\$ 4,235	\$ 2,500
Workers Compensation Self Insurance (501)	\$1,500,000			\$ 160,000	\$ 1,660,000	\$ 150,000	\$ 1,510,000	\$ 160,000
Capital Improvement Fund (441)	\$6,100,000			\$ 3,500,000	\$ 9,600,000	\$ 9,550,000	\$ 50,000	\$ 3,500,000
Total - All Funds	\$40,087,414	\$ 1,210,000	\$ 175,000	\$ 68,907,746	\$ 110,380,160	\$ 87,002,396	\$ 23,377,764	\$ 70,292,746

LAH 11 21 24 12 4 24

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

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

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

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

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

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

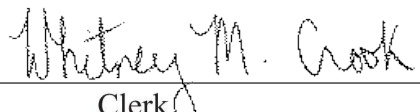
Section 1: The Council of the City of Beachwood hereby amends Section 1111.03 of the City’s Planning and Zoning Code to prohibit commercial cultivation, processing, and/or distribution or sale of adult use cannabis as set forth in the amended text of said Section which is attached hereto and fully incorporated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

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

Section 23: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

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

Attest: I hereby certify this legislation was duly adopted on the 16th 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 17th day of December, 2024.


Clerk

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


Mayor

EXHIBIT A

1111.03 PROHIBITED USES.

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

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

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

(3) Slaughtering of fowls and/or animals.

(4) Crematories, mortuaries (funeral homes).

(5) Penal and correctional institutions.

(6) Lumber, coal or building supply yards.

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

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

(9) Motor freight depot.

(10) Trailer camp or park.

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

(12) Drive-in theaters.

(13) Restaurants with drive-thru facilities

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

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

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

AN ORDINANCE AMENDING BEACHWOOD CODIFIED ORDINANCE SECTION 121.01 TITLED “RULES OF PROCEDURE”; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council has previously adopted Beachwood Codified Ordinance Chapter 121 titled, “Council”, and adopted Rules of Procedure for Beachwood City Council;

WHEREAS, Council previously amended the Rules of Procedure pursuant to Ordinance No. 2023-24; and

WHEREAS, City Council once again desires to amend the Rules of Procedure for more clarity and efficiency in the procedures of Council.

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

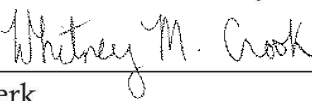
Section 1: Council hereby amends Beachwood Codified Ordinance Section 121.01 titled, “Rules of Procedure”, to read and provide, in its entirety, as set forth in Exhibit “A” which is attached hereto and fully incorporated by reference herein.

Section 2: Existing Beachwood Codified Ordinance Section 121.01 is hereby repealed.

Section 3: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its communities that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 4: This Ordinance is declared to be an urgent measure necessary for the public peace, health, safety, general welfare and/or efficient operation of the City and its Council; and for the further reason that this Ordinance is required to be immediately effective to provide for the formal rules of Council and its Committees to provide more clarity to the Council members, City administrators, and the public; 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 16th 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 17th day of December, 2024.


Clerk

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


Mayor

EXHIBIT A

Section 1- Meetings.

Rule 1.1 Organizational Meetings.

At the first Council meeting in January following the election of Council members, or earlier in time of a real and present emergency, or as soon thereafter as practicable, Council shall meet in Council Chambers and organize. In an emergency, the Organizational meeting may be held at an alternate location as determined by the Safety Director or Chief of Police. The Mayor, or a person appointed by the Mayor, shall call the meeting to order and shall preside as the temporary Chair only until the President of Council is elected. At such Organizational meeting, Council shall elect one (1) of its members to be the Council President for a term not beyond the next Organizational meeting, and Council members of all Board and Commissions required by the City Charter and Ordinances, shall be elected to serve not beyond the next Organizational meeting. At the Organizational meeting, Council shall also elect one (1) of its members to be the Council Vice President. (See Charter Article III, Section 2.) In addition, Council's representative to the Planning and Zoning Commission shall be elected at each Organizational meeting of Council.

Rule 1.2 Regular Meetings.

Council shall ordinarily hold its Regular meetings in Council Chambers located at City Hall, at 7:00 p.m., the first and third Mondays of each month. In recognition of various holidays observed by residents of the City and holidays established by ~~Federal~~^{federal} and/or ~~State~~^{state} law, Council may by a vote of four (4) Council members change the Regular meeting date or adjourn to an alternative date where the Regular meeting date conflicts with such holidays. In an emergency, a Regular meeting may be held at an alternate location as determined by the President of Council. Where it is doubtful that a quorum will be present, Council may adjourn to an alternative meeting date. ~~Council may also convene a Regular meeting directly following the Organizational meeting as provided for in Rule 1.1.~~ by a majority vote of those members present.

The Council President or acting president shall have the sole authority to cancel any regularly scheduled Council meeting in the event that a quorum will not be present or for other good cause.

The Council President shall notify the Clerk of Council who will then notify interested parties of the cancellation, including, but not limited to;

Council members

Mayor

City employees

Media/press

School personnel/students

Scheduled speakers.

Rule 1.3 Special Meetings.

After its Organizational meeting, Council shall meet at such times prescribed in these rules. Such Council meetings shall be known as Regular meetings. All other Council meetings shall be known as Special meetings.

Special meetings may be called by a vote of Council taken at any Regular or Special meeting thereof, or shall be called by the Clerk of Council upon the written request of the President of Council, the Mayor, or by any four (4) members of Council. Notice in writing of each Special meeting called at the request of the President of Council, or by any four (4) members of Council shall state the date and time, and the subject or subjects to be considered at such meeting. No subject or subjects, other than those listed in this written notice shall be considered at such Special meetings. The written notice required by this section shall be served by the Clerk of Council upon the Mayor and each member of Council, either personally, by email, or by leaving a copy thereof at his or her usual place of residence, not less than twenty-four (24) hours ~~preceeding~~preceding the time for the meeting. In the event that a Special meeting is called by a vote of Council taken at any Regular or Special meeting from which any member of Council was absent, written notice of such Special meeting shall be given to such absentee in the manner provided herein.

The Mayor and any Council member shall be deemed conclusively to have waived such notice by their attendance at the Special meeting that was the subject of the notice.

All Special meetings of Council shall be held in Council Chambers at City Hall or such other place(s) in the City as Council may direct, providing that notice of the change in location from the location set forth in the original notice of the meeting shall be prominently posted at the location where the meeting was to be held and shall be posted at City Hall and on the City's website no later than one (1) hour prior to the meeting.

Rule 1.4 Holiday Scheduling.

Council shall hold at least two (2) Regular Council meetings during each calendar month, except that Council may provide for only one (1) Regular Council meeting per month during the months of June, July and August, when a quorum will not be present or when Council has no agenda. (See Charter Article III, Section 5(3)(A)). The anticipated Regular Council meeting calendar for each year shall be set by the President of Council no later than in January of each year.

Rule 1.5 Executive Sessions.

An Executive Session may be called during any Regular, Special or Committee meeting in ~~compliance with BCO 105.03 and the Ohio Open Meetings Act, Ohio R.C. 121.22.~~
~~"Confidential Information" means any communication made in an Executive Session that is specifically related to the reason for the Executive Session.~~

compliance with Beachwood Codified Ordinance 105.03 and the Ohio Open Meetings Act, Ohio R.C. 121.22. "Confidential information" means any communication made in an Executive Session that is specifically related to the reason for the Executive Session.

- A. Subject to Rule 1.5(C), Council members shall each regard information disclosed or discussed at or during any Executive Session to be privileged and "Confidential Information." It shall be the personal duty of each Council member to ~~refrain from disclosing~~not disclose directly or indirectly to any third parties ("Third Parties") Confidential Information disclosed or discussed during any Executive Session. No individual Council member shall disclose information to a Third Party from an Executive Session on the member's own authority. Only upon a majority vote of Council may information from an Executive Session be disclosed to a Third Party.
- B. For purposes of this Rule, "Third Parties" does not include the following, if the Third Party participated in the Executive Session:
1. The Mayor;
 2. The Law Director;
 3. The Clerk of Council;
 4. The Mayor's Assistant Administrative Officer; and
 - ~~4. Other members of Council.~~
 5. Other persons invited by Council to be in the Executive Session and who were present for the discussion or disclosure of the Confidential Information.
- C. Information from an Executive Session may be disclosed to a member of Council who was not present at the Executive Session.
- D. Specific information disclosed or discussed at or during any Executive Session may be disclosed by any Council member(s) only under one or more of the following circumstances:
1. When such disclosure is expressly authorized by a vote at a public meeting by a majority of the members of Council, but only to the extent so authorized;
 2. When such disclosure is expressly requested to be made by the Mayor, and authorized by a vote of a majority of the members of Council at any public meeting of Council, at which a quorum of Council Members is present, but only to the extent of such request; or
 3. When such disclosure is otherwise ~~allowed or~~ required by ~~law~~ a final, non-appealable court order or as determined by a majority vote of Council upon having first received legal advice from the City's Law Director.

DE. When in the determination of any three (3) Council members one or more other Council members are reasonably suspected to have violated this Rule, the Remaining Members of Council (i.e., the "Remaining Members," meaning all Council members excluding the Council member(s) believed to have violated this Rule), shall have the option to either: 1) appoint one of the Remaining Members to preside over an investigation into such charges, or 2) refer the matter to the Ohio Ethics Commission. The Council member(s) charged with violating this Rule shall be afforded reasonable notice and an opportunity to be heard on the charges, and are entitled to be represented by legal counsel. If a majority of the Remaining Members subsequently determine that the member(s) charged with violating this Rule has/have in fact violated this Rule, the Remaining Members shall have full power to determine such penalty for the violation(s) as a majority of them deem fit, including without limitation penalties ranging from none whatsoever to forfeiture of that member's seat on Council per the process detailed in the City Charter. ~~No penalty shall be more severe~~

~~than a penalty that can be imposed by the Ethics Commission or by a court of law for such violation.~~

E.F. These provisions are in addition to and cumulative of all other statutes, rules, ordinances and regulations pertaining to Council member's obligations respecting Executive Sessions, including without limitation the Ohio Public Meetings laws under Ohio R.C. 121.22. To the extent a provision is in conflict with any other statute, rule, ordinance or regulation or is not permitted by another statute, rule, ordinance or regulation, such other statute, rule, ordinance or regulation should control and the provision deemed null and void. _____

Rule 1.6 Ohio Open Meetings Act.

The Organizational meeting, all Regular meetings, Special meetings, Executive Sessions, and Committee meetings shall be conducted in accordance with the Ohio Open Meetings Act: ~~— i.e., Ohio R.C. 121.22, with the exception of "Informational Meetings". "Informational Meetings" shall mean a meeting with a quorum of Council members present at which the members receive or transmit information from or to a third party who is not an official or employee of the City but at which meeting there is no debate or deliberation of the business of the City. All meetings of Council and its committees, other than Informational Meetings, shall be public meetings, and any and all citizens shall also have access to the minutes and records of these meetings at all reasonable times. Upon a majority vote of the Council, it may permit the public to attend an Informational Meeting but the Council need not comply with the notice provisions of the Ohio Open Meetings Act.~~

Rule 1.7 Quorum.

A majority of Council shall constitute a quorum to conduct business, but a lesser number may adjourn from time to time to compel the attendance of absent members. (See Charter Article III, Section 5(2)).

Rule 1.8 Order of Business.

1. Pledge of Allegiance

2. Call to Order

3. Roll Call

4. Citizen's Remarks

5. Reports

a. Mayor

b. Council Members (non-agenda items)

c. Department Directors/Chiefs

5. Citizen's Remarks

6. Approval of Minutes

7. Consent Agenda (if any)

8. Legislation

9. Correspondence

4

910. Adjournment

Rule 1.9 Council Meeting Agenda.

Except for emergency matters or other special matters requiring the immediate attention of Council, a listing of business to be considered by Council shall be prepared and delivered to each member at least four (4) days prior to each regular Council meeting and posted on the City's website. It is the responsibility of the Clerk to prepare and deliver the agenda and all supporting documentation under the general supervision and direction of the President of Council. All members of Council and the Administration are encouraged to cooperate with the Clerk in making the agenda complete and accurate. While nothing herein will prevent the introduction of new business not listed on the agenda, Council, by a simple majority vote, may require additional time to study any item not included on the agenda.

Council may, upon a majority vote of its members, modify the order or contents of the agenda at a Council meeting.

Rule 1.10 Consent Agenda.

At the request of any member of Council, without giving any reason therefor, an item in the Consent Agenda portion of the meeting agenda can be removed and placed on the legislative portion of the agenda for regular action. At the discretion of the President of Council, the "Consent Agenda" may include congratulatory and commendation resolutions, reports from various departments, contract awards, acceptance of property and dedications, and such other items that may not require deliberations or debate. Items which may not be included on the consent agenda are those which impose a tax or propose a levy or question for popular consideration on the ballot. Action on any item on the consent portion of the agenda shall not eliminate the need for a greater majority vote if one is called for by the City Charter or these Rules. The Consent Agenda requires two motions -- one to suspend the three-reading rule and a second motion for approval of all items on the Consent Agenda.

Rule 1.11 Absences of Council Members.

Absence of a Council member from four (4) consecutive Regular Council meetings of Council, or a total of eight (8) Regular Council meetings in a calendar year, without such absence being authorized or approved by an affirmative vote of Council, shall operate to vacate such office forthwith and without further proceedings. (See Charter Article II, Section 4.)

Section 2- Council Organization.

Rule 2.1 Officers.

At the Organizational meeting of Council, Council shall by a simple majority vote, through the use of a roll call vote, elect from among its members a President of Council and a Vice-President of

Council to serve as officers of Council for a term not beyond the next Organizational meeting. (See Charter Article III, Section 2-.)

Rule 2.2 Removal of Officers.

The officers of Council shall serve at the pleasure of Council. A vote of a majority of members of Council shall be required to remove an officer.

Rule 2.3 Presiding Officer.

The President is the presiding officer of Council. In the event the Council President is for any reason unable to perform the duties of Council President, the Council Vice-President shall act in place of the Council President and shall be the presiding officer of Council. (See Charter Article III, Section 2-.) If neither the President nor Vice-President is present, the ~~most senior~~ member of Council who has the longest continuous service as a Council member shall call the meeting to order, and Council should immediately elect a President ~~pro tem~~ pro tempore to be the presiding officer of Council during such meeting.

Rule 2.4 Vacancy of Officer.

Any vacancy in the office of President of Council, whether occurring by death, resignation, removal or disqualification, or by succession to the office of Mayor, shall be filled by the Vice-President of Council for the remainder of the unexpired term of President of Council. The vacancy

so created in the Office of Vice-President of Council shall be filled by a Council member elected by the majority of the remaining members of Council, without first appointing a replacement council member. The successor shall hold office for the balance of the unexpired term of Vice-President of Council. If both the Office of President and the Office of Vice-President are vacant, the remaining members of Council shall through the use of a roll call vote, elect from among its remaining members a President of Council and a Vice-President of Council to serve as officers of Council for the balance of the unexpired term of the President and Vice-President. Vacancies in Council shall be filled in accordance with Article III, Section 3 of the City Charter.

Rule 2.5 Duties of the President.

The President of Council shall preside over all Regular, Special and ~~Special~~Emergency meetings of Council, meetings of the Council Committee of the Whole and public hearings. (See Charter Article III, Section 5.) The President of Council shall coordinate the work of the committees and prepare Council meeting agendas. The President shall preserve order and decorum at all times, confine debate to the question under discussion and decide all Points of Order. The Council President and Chairs of Council committees may adjourn meetings of Council over which they preside without a vote of the Council members by stating to the effect, "Unless a Council member objects, this meeting is adjourned". If a Council member objects to the adjournment, a majority vote of the quorum present at the meeting shall then be required to adjourn the meeting.

Rule 2.6 Duties of the Vice-President.

The Council Vice-President shall act in the place of the President in the event the Council President is for any reason unable to perform the duties of Council President. (See Charter Article III, Section 2.)

Rule 2.7 Clerk of Council.

At the Organizational meeting required by Article III, Section 2 of the City Charter, or as soon thereafter as may be convenient, Council shall appoint a Clerk of Council and Assistant Clerks of Council to serve until the next Organizational meeting, unless such appointment is terminated by Council at an earlier date. The responsibilities of the Clerk shall be those set forth in the City Charter or in the laws of the City or of the State. The Clerk shall be supervised by and under the direction and control of the President of Council. To the extent the Clerk has duties related to the Law Department, the Clerk shall be supervised by the Law Director.

In the absence or unavailability of the Clerk, the Assistant Clerks shall have the same authority and responsibility as the Clerk and shall act under the direction and control of the Clerk. (See Charter Article III, Section 4.) In the absence of the Clerk, the Assistant Clerk shall ~~act be supervised by~~ and under the direction and control of the President of Council. To the extent the Assistant Clerk has duties related to the Law Department, the Clerk shall be supervised by the Law Director.

Rule 2.8 Vacancy in Clerk Position.

During the temporary absence or unavailability of the Clerk of Council, one of the Assistant Clerks shall perform the duties of the Clerk of Council. If no individual holds the position of Assistant Clerk, Council shall by an affirmative vote of a simple majority of its members, appoint a like-qualified individual to perform the duties of the Clerk's office.

6

Section 3- Committees.

Rule 3.1 Standing Committees.

The standing committees of Council shall be as follows:

Audit Committee: Council shall appoint one member of the residential or business community.

_____ Building and Grounds

_____ Communications

_____ Economic Development

_____ Finance and Insurance

_____ Intergovernmental Relations

_____ Legal and Personnel

_____ Planning and Zoning

_____ Public Works

_____ Recreations and Community Services

~~Residential Housing: Council shall appoint one member who is a resident homeowner.~~

_____ Safety and Public Health

_____ Storm Water Commission

Rule 3.2 Temporary Committees.

The President of Council may appoint temporary, ad hoc committees as are necessary to carry out the duties of Council.

Rule 3.3 Committee Appointments.

The President of Council shall appoint all Chairs, and members of said standing and temporary committees in accordance with Article III, Section 2 of the City Charter, ~~at each Organizational meeting of The Council~~ President shall appoint all Council committee members and Chairs thereof as soon as practicable, but no later than January 31 of each year, to serve terms not beyond the next Organizational meeting. Nothing shall preclude the President of Council from appointing additional members to a standing or temporary committee or to remove a member during a term. However, the President shall justify this action in an open meeting of Council.

Rule 3.4 Number of Members on Standing and Temporary Committees.

There shall be three (3) or four (4) members on each standing or temporary, ad hoc committee. The number of members on temporary, ad hoc committees shall be established by the President of Council.

Rule 3.5 Attendance by Non-Committee Members.

Council members may attend Committee meetings of standing or temporary, ad hoc committees of which they are not a member but shall have no authority to vote in the committee.

Rule 3.6 Committee Chair.

The Chair shall be the first name appearing on the list of committee members.

Rule 3.7 Committee Meetings.

The Committees shall meet in Conference Room A ~~or~~ in Council Chambers ~~beginning at 5:30 p.m., or another meeting room in the City's municipal complex available to the public on the days of same day and at a time prior to any regularly scheduled Council meeting, as established by the Chair of the Committee,~~ and at such other times deemed necessary ~~by the Chair.~~ Notice of Council committee meetings when scheduled shall be posted on the City's website at least three (3) calendar days prior to the meeting, unless it is a special or emergency meetings and notice thereof shall be in compliance with the Ohio Open Meetings Act.

Rule 3.8 Duties of Committees.

(A) Committees sit as a deliberative body, rather than ~~in taking~~ legislative ~~capacity~~ action, for the purpose of informal debate ~~or~~ preliminary consideration of and making a recommendation, if deemed appropriate, regarding matters awaiting legislative or other Council action. All proposed ~~Ordinances~~ ordinances and ~~Resolutions~~ resolutions, except those of a purely ceremonial nature, may be referred by the President of Council to one (1) of the standing committees of Council or Council's Committee of the Whole, as deemed appropriate to the subject matter.

(B) Nothing in these ~~rules~~ Rules shall preclude any standing or temporary, ad hoc committee from proposing an ~~Ordinance~~ ordinance or ~~Resolution~~ resolution on its own initiative.

Rule 3.9 Quorum for Committees.

Committees containing three (3) members must have two (2) members present for a quorum. Committees containing four (4) members must have three (3) members present for a quorum. A majority vote of the members of the committee is necessary to take action.

Rule 3.10 The President and Committees.

The President of Council shall be an *ex officio* member of all committees of which he or she is not a member, or does not Chair, but shall not vote upon any question coming before those committees, unless it is to break a tie vote. The President of Council may, however, be counted as a member of a committee for the purpose of making a quorum. The President may also serve as a regular member with full voting power for a maximum of forty-five (45) days in the event of the death, or resignation of a Council member from a committee. If a member is removed from a committee, the President of Council shall fill any vacancy within five (5) days by appointing another member of Council to fill the unexpired term. In the event of a death or resignation, the President of Council shall fill any vacancy occurring on a committee within forty-five (45) days after the vacancy occurs by appointing another member of Council to fill the unexpired term.

Rule 3.11 Committee of the Whole.

The entire membership of Council may meet as a ~~Committee~~committee of the whole when it wishes, so that the entire Council may consider an issue. The President of Council shall act as its Chair.

Section 4- Parliamentary Procedures.

These procedures shall apply to all meetings of Council and its committees.

Rule 4.1 Call to Order.

At the time appointed for Council to meet, the President shall take the Chair and immediately call the members to order.

Rule 4.2 Roll Call.

Before proceeding, the Clerk shall call the roll and enter into the minutes the members present or absent.

Rule 4.3 Suspension of the Rules.

Council's Rules of Procedure, in whole or in part, may be temporarily suspended at any meeting of Council or its committees by an affirmative vote of five (5) members of Council ~~or by a majority of a quorum at a committee meeting, as the case may be.~~ The vote on any suspension shall be taken by a roll call vote.

Rule 4.4 Amendment to the Rules.

Council's Rules of Procedure are to remain in full force and effect until amended or repealed by Council. The Rules of Procedure may be amended or ~~altered~~revised, or new rules may be adopted, by a simple majority vote of Council members present at any meeting of Council, so long as the

proposed amendment, ~~alteration~~revision, or new rule is in writing and provided to Council at least five (5) working days in advance of the meeting at which it may be considered.

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Rule 4.5 Questions and Motions.

When a motion is made and seconded, the President of Council or the Clerk of Council shall restate the motion, which then places it before Council. Any such motion and any amendment thereto may be withdrawn by the mover and or seconder thereof at any time before a decision if a majority of Council members present shall agree. Following debate, the President of Council or the Clerk of Council shall put the question to a roll call vote and announce the results of the vote. A Council member may call for a vote to end debate. Calling for the vote or known as "Calling for the Question" shall require a first and a second and then approval of five (5) members of Council. This vote shall be separate from and before the vote on the pending matter. There shall be no debate on the vote Calling for the Question.

Rule 4.6 Reconsideration.

Any Council member who previously voted with the prevailing side may move to reconsider any vote or proceeding of Council. A motion for reconsideration shall be made no later than the next Regular meeting. An action taken by Council shall only be reconsidered once.

Rule 4.7 Point of Order.

A "Point of Order" is a motion made by a Council member when it is believed that Council's Rules of Procedure are being violated. A Point of Order motion may be made when another member has the floor and does not require a second. The President of Council must determine the validity of the motion. If the decision is that the Rules of Procedure are being violated, the President of Council shall enforce the rule.

Rule 4.8 Point of Information.

A "Point of Information" is requested by a Council member to the Council President seeking information relevant to the business at hand. The President of Council shall direct the request to the appropriate person and all information shall be exchanged through the President of Council in order to maintain decorum.

Rule 4.9 Procedures Not Included in Council Rules.

In the absence of any rule governing matters of business in ~~either~~ Council's Rules of Procedure, the City Charter, the City's Codified Ordinances, or the ~~Statutes~~statutes of the State of Ohio, the most recent version of Robert's Rules of Order, Newly Revised, shall govern the parliamentary procedures for City Council.

Section 5- Debate and Decorum.

Rule 5.1 Preservation of Decorum.

The President of Council shall preserve decorum and maintain order at all times, decide all Points of Order, and confine Council members to the question before Council. The use of profane or vulgar language is absolutely forbidden, whether by Council members or by others attending the Council meeting.

Rule 5.2 Power to Preserve Decorum.

The Council may, with a majority vote, vote to suspend the meeting to preserve order and/or decorum.

Rule 5.3 Speaking by Council Members.

Any Council member desiring to speak shall raise his or her hand for recognition by the President of Council. Upon recognition, the Council member shall be allowed to speak.

Rule 5.4 Speaking by Members of the Administration.

The Mayor and any member of the ~~Administration~~City administration desiring to speak shall raise his or her hand for recognition by the President of Council. Upon recognition, the Mayor or member of the Administration shall be allowed to speak.

Rule 5.5 Speaking by Non-Members of Council. (See Section 7- below.)

Rule 5.6 Videotaping of Council Meetings.

The City's authorized video shall serve as the official minutes for all Council meetings, including Committee meetings of Council. A written summary of the meeting which details the general discussion on each agenda item, as well as the vote(s) on all ~~Ordinances, Resolutions~~ordinances, resolutions and ~~Motions~~motions shall also be kept. In the event that the video is not functioning during any meeting, the audio shall serve as the official minutes for all Council meetings, including Committee meetings of Council. In the event that the audio is not functioning during any meeting, Clerk shall prepare detailed written minutes of the meeting and any future meetings until the audio is restored.

Section 6- Enacting Legislation.

Rule 6.1 Council Actions.

Council shall act officially only by ~~Ordinance, Resolution~~ordinance, resolution or ~~Motion~~motion. The form of all ~~Ordinances~~ordinances and ~~Resolutions~~resolutions shall be as follows: "Be it [Ordained or Resolved] by the Council of the City of Beachwood, State of Ohio." No

~~Ordinance~~ordinance or ~~Resolution~~resolution, except ~~a general~~an ordinance providing only for the appropriation ~~ordinance, of monies to specific City funds,~~ shall contain more than one subject which shall be clearly stated in the title.

~~11~~

Rule 6.2 Requests for the Introduction of New Legislation.

All new legislation requests must be received by the Clerk of Council by 12:00 noon on the second ~~Tuesday~~Wednesday preceding the meeting at which it is to be introduced. Legislation received after the time stated above will be deferred until the next Regular Council meeting unless otherwise authorized by the Council President. Requests for legislation may be made by the Mayor, the Council President or any ~~four (4) members of Council~~member of Council but shall first be reviewed by the Law Director as to whether the legislation is legally proper before appearing on a Council agenda.

Rule 6.3 Motions.

When a motion is made and seconded, it shall be stated by the President or Clerk of Council before any debate shall be in order. Any such motion and any amendment thereto may be withdrawn by the movers thereof at any time before decision, if a majority of the members of Council agree.

Rule 6.4 Number of Readings.

Resolutions and ~~Ordinance~~ordinances shall, before passage, be read by title only at three (3) separate meetings of Council, provided that this requirement may be dispensed with by motion by the affirmative vote of at least five (5) members of Council and provided, further, that such ~~Resolution~~resolution or ~~Ordinance~~ordinance shall be read in full when so requested by any member of Council.

Rule 6.5 Voting.

(A) All voting of Council, whether after a reading ~~of legislation~~on the legislation, a final vote on the legislation, or action being taken by motion, shall be taken by roll call, with the Clerk calling the names of each of the members in alphabetical order and recording the vote in the minutes of the meeting. A majority of the members of Council ~~shall~~must vote "yes" to pass any ~~Ordinance, Resolution~~ordinance, resolution or ~~Motion~~motion, at a first or second reading or to adopt the issue on the third and final reading unless a greater number is required or a lesser number is permitted by ~~this~~the City Charter. (See Charter Article III, Section 7(1)(A)).

(B) All votes shall be recorded as "yes" or "no". A vote to "abstain" shall be counted as voting with the majority of those who do vote, unless there was a tie vote, in which case the abstention vote shall be recorded as an affirmative vote. A member who does not vote due to a conflict of interest shall not participate in discussion or vote on the issue and shall not sit with Council during the proceedings relating to that issue. (See Charter Article III, Section 7(1)(B)).

(C) In the event a member of Council declares an inability to vote due to a conflict of interest, the member shall make a full explanation of such conflict, which shall be recorded in the minutes of the meeting. The requirements of a quorum and other voting on that issue shall be the same as if the office were vacant. (See Charter Article III, Section 7(3)).

Rule 6.6 Passage or Adoption.

The affirmative vote of at least four (4) members of Council shall be required for the passage of every ~~Ordinance, Resolution~~ordinance, resolution or ~~Motion~~motion unless a greater number is required by the City Charter or by Ohio R.C. 727.12 relating to the passage of a resolution declaring the necessity of an improvement to be paid for in whole or in ~~part~~part by special assessment.

Rule 6.7 When Legislation Becomes Effective.

Each ~~Ordinance~~ordinance or ~~Resolution~~resolution providing for: 1) the appropriation of money, 2) tax levies, or 3) improvements petitioned for by a majority of the owners of property to be assessed, and 4) emergency or urgent measures declared by Council to be necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City, shall go into immediate effect upon its passage and approval by the Mayor, provided, however, that in the case of emergency or urgent measures, the reasons for the emergency or urgency shall be set forth in one section of the ~~Ordinance~~ordinance or ~~Resolution~~resolution, and such emergency or urgent measures shall require a vote of at least two ~~thirds~~third (2/~~3~~rd~~s~~3) of the members of Council for passage— i.e., five (5) members of Council. No other ~~Ordinance~~ordinance or ~~Resolution~~resolution shall go into effect until thirty (30) days after its final passage. (See Charter Article III, Section 6(4)).

Rule 6.8 Resolutions of Congratulations and Commendations.

Resolutions of congratulations, commendations, condolences, and the like, which are not of a general and permanent nature, may be voted and acted upon at once and are not subject to the three (3) reading rule: and become effective upon their passage.

Section 7- Citizen's Remarks.

Rule 7.1 Citizens Addressing Council.

Individual citizens/members of the public shall be permitted to address Council at Regular and Special meetings during the Citizen's Remarks portion of the meeting.

Rule 7.2 Time Allotted.

No individual citizens/members of the public shall be permitted to speak longer than ~~five (5)~~three (3) minutes. In total, the Citizen's Remarks portion of the meeting shall continue for no longer than thirty (30) minutes unless so extended at the discretion of the President or a majority vote of Council.

Rule 7.3 Speaking Roster.

Any individual wishing to address Council shall sign the speaking roster prepared by the Clerk of Council and include a mailing and email address. The roster shall be on the table at the back of the Council Chambers until such time as the President of Council begins the Citizen's Remarks portion of the meeting.

Rule 7.4 Conduct of Speakers.

Each individual must identify himself or herself and their address and state the subject of his/her comments, which shall be addressed to the President of Council. If necessary, the President of Council shall have the power to equitably divide the time available among the individuals wishing to address Council. All individuals shall observe Council's Rules of decorum. No debate, disrespectful conduct or obscenities shall be permitted. The President of Council may end any comment that is disruptive, ~~embarrassing, harassing or is otherwise objectionable~~ to the civility and good order of the meeting.

Rule 7.5 Response.

Council will not respond to questions posed during the Citizen's Remarks portion of the meeting, but will refer questions to someone from the Administration who should respond within a reasonable period of time.

Section 8- Council Members Code of Conduct.

Rule 8.1 Principles of Conduct.

These principles of conduct describe how Council members should treat each other, members of the City administration, members of the community, and the public and work together for the common good of the City. Conducting the City's business in an atmosphere of respect and civility is required. Council members are responsible for holding themselves and each other accountable for displaying actions and behaviors that consistently model the ideals expressed herein.

Each Council member expressly agrees to these principles of conduct:

A. Consistently demonstrate the principles of professionalism, respect, and civility in working for the greater good of the City and its residents.

B. Commit to act and be seen as acting with integrity and impartiality that will bear the closest scrutiny.

C. Members of Council shall not make personal contact with potential bidders on City contracts. Such contact could create the appearance of impropriety and risks the integrity (and public perception of such) of the competitive bidding process.

D. Members of Council shall not influence any person in any improper way to try to obtain any advantages or favors.

E. Members of Council shall not comment on matters of pending or threatened litigation if such comments disclose confidential or privileged information.

F. When confronted with a conflict of interest, completely abstain from making any decision about or influencing how the matter is resolved. Such abstention or recusal should include refraining from: voting, discussing, reviewing, recommending, inspecting, investigating, or taking any other action on the matter.

G. Members of Council shall respond promptly and in accordance with the City's Public Records Policy to all public records requests. ~~All responsive~~ documents shall be provided directly to the Law Department for a determination of responsiveness to the request and not to the party requesting the documents. All decisions about the release of public records shall be made ~~by~~upon the advice of the Law Department. A "Record" is defined to include the following: A document in any format – paper, electronic (including, but not limited to, business ~~email~~emails and texts) – that is created, received by, or comes under the ~~Jurisdiction~~jurisdiction of the City of Beachwood that documents the organization, functions, policies, decisions, procedures, operations, or other activities of ~~the~~a City office.

H. Maintain information provided as legal advice as privileged and confidential unless that privilege is waived by a vote of the ~~Mayor and all~~ Council members. Consider ~~such all~~ communications, whether verbal or in writing from legal counsel, whether from the City's Law Director, Assistant Law Director, Prosecutor, or from outside counsel, as privileged and confidential unless stated otherwise.

Section 9- Communications.

Rule 9.1 Council Notifications of Significant Incidents.

The Mayor or the Mayor's designee shall use his or her best efforts to coordinate notifications to Council of major crime, fire, ~~or~~ other disasters or similarly significant incidents in a timely manner but no later than twenty-four (24) hours after the occurrence.

Rule 9.2 Communications to Council from the Public.

~~Communications from the public directed to City Council shall be included on Council's next regularly scheduled Council meeting agenda for purposes of notification to Council.~~

Rule 9.3 Communication from Mayor to President of Council regarding absence from the City.

~~During~~In the ~~Mayor's event of the Mayor's temporary absence from the City or inability for any cause -- for example but not limited to poor health, mental incapacity, inability to communicate on a daily basis, or absence from the City for an extended period of time -- to be unable to perform the Mayor's duties of the office,~~ the Council President, or if necessary, the Council Vice-President, shall become the acting Mayor and have all of the powers and duties of the Mayor for such period, but not the power of veto, and shall continue to have all the powers and duties of the Council President, or Council Vice-President as the case may be, and of a ~~Councilmember~~Council member. (See Charter Article IV, Section 3~~(1).~~)

Section 10- Miscellaneous.

Rule 10.1 Enforcement of Rules.

~~The President of Council and all Committee Chairs~~The presiding officer shall conduct all Council and Committee meetings in accordance with these Rules of Procedure. If there is a conflict between these Rules and the City's Charter, the City Charter shall supersede the conflicting provision of these Rules. If any member of Council, in speaking or otherwise, shall violate any Rule, the ~~President of Council or Committee Chair~~presiding officer, upon a motion for a ~~Pointpoint~~ of ~~Orderorder~~ by any member of Council, ~~including by the presiding officer~~, shall call the member to order. If the member is speaking when the motion for a ~~Pointpoint~~ of ~~Orderorder~~ is made, the member shall immediately cease speaking, unless permitted by the ~~President of Council or Committee Chair~~presiding officer to explain. The question of the ~~Pointpoint~~ of ~~Orderorder~~ shall be decided without debate, at the ~~President of Council's or Committee Chair's~~presiding officer's discretion. The ~~President of Council or Committee Chair~~presiding officer will either rule that the ~~Pointpoint~~ of ~~Orderorder~~ was well taken ~~(- i.e., correct) --~~ and require the member to abide by the rule or not well taken ~~(- i.e., incorrect)-~~. Thereafter, the business that was interrupted shall then continue.

Rule 10.2 Review of Rules.

Subject to the direction of the President of Council, there shall be a comprehensive review of these Rules by Council no later than every five (5) years.

Rule 10.3 Violations of Rules.

Subject to any other more specific enforcement provisions set forth in these Rules and in addition to any other ~~local~~City, state or federal enforcement provisions, violators of these ~~rules~~Rules may be penalized by either a public or private reprimand, censure, or removal according to law.

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:

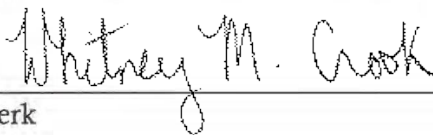
For Supplies and Services	December 16th, 2024	\$ 54,273.44
GPD	Engineering Services	\$ 10,350.75
Michael Wildermuth	Professional Services	\$ 2,187.50
Roetzel	Legal Services	\$ 37,110.19
Sixmo Architecture	Professional Services	\$ 656.25
Code Consultation-Kowalczyk	Professional Services	\$ 968.75
Cuyahoga Soil & Water	Invoice	\$ 3,000.00

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

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

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

Attest: I hereby certify that this legislation was duly adopted on the 16th day of December 2024 and presented to the Mayor.


Clerk

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


Mayor

Summary of Engineering Invoices

December 16, 2024 Professional Service Ordinance

[illegible]

Total To Pay

\$10,350.75

Total Capital Fund	\$10,350.75
Total General Fund	\$0.00
Total Deposits	\$0.00
Total Street Const. Mant.	\$0.00
Less: Billable Charges	\$0.00
Net Paid by City:	<u>\$10,350.75</u>



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

Invoice
RECEIVED

DEC 04

FINANCE DEPT

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

November 08, 2024
 Invoice No: 2023119.05 - 18

Invoice Total \$4,446.75

Project 2023119.05 Beachwood -Timberlane-Green Construction
 P.O.# 2023-01261 \$155,000.00
Professional Services from September 28, 2024 to October 25, 2024

Task 100 Construction Admin.
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	8.00	148.50	1,188.00	
Sr. Project Manager				
Wojciechowski, Kevin	1.00	123.00	123.00	
Design Engineer				
Libert, Alicia	21.50	105.50	2,268.25	
Totals	30.50		3,579.25	
Total Labor				3,579.25
Total this Task				\$3,579.25

Task 200 Inspection
Professional Personnel

	Hours	Rate	Amount	
Sr. Designer				
Woycitzky, Robert	3.00	88.75	266.25	
Milling Campus				
Woycitzky, Robert	5.00	88.75	443.75	
Paving Campus				
Inspector				
Cortes, Hector	2.50	63.00	157.50	
Totals	10.50		867.50	
Total Labor				867.50
Total this Task				\$867.50

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

APPROVED FOR PAYMENT

DATE: 11-19-24
 P/O: 2023-01261

Project	2023119.05	Beachwood -Timberlane-Green Construction	Invoice	18
Billing Limits		Current	Prior	To-Date
Total Billings		4,446.75	136,842.51	141,289.26
Limit				155,000.00
Remaining				13,710.74

Total this Invoice \$4,446.75 *12*

Outstanding Invoices

Number	Date	Balance
16	9/13/2024	3,722.00
17	10/11/2024	3,155.00
Total		6,877.00

Billings to Date

	Current	Prior	Total
Labor	4,446.75	132,477.51	136,924.26
Expense	0.00	4,365.00	4,365.00
Totals	4,446.75	136,842.51	141,289.26

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/14/23	2023119.05-1	2023119.05	03/31/23	SERVICE	\$4,516.75
05/12/23	2023119.05-2	2023119.05	04/28/23	SERVICE	\$5,162.00
06/09/23	2023119.05-3	2023119.05	05/26/23	SERVICE	\$2,126.00
09/08/23	2023119.05-4	2023119.05	08/25/23	SERVICE	\$222.00
10/13/23	2023119.05-5	2023119.05	09/29/23	SERVICE	\$4,994.50
11/10/23	2023119.05-6	2023119.05	10/27/23	SERVICE	\$609.50
12/08/23	2023119.05-7	2023119.05	11/24/23	SERVICE	\$2,325.00
12/31/23	2023119.05-8	2023119.05	12/31/23	SERVICE	\$8,074.75
01/31/24	2023119.05-9	2023119.05	01/26/24	SERVICE	\$10,526.50
03/08/24	2023119.05-10	2023119.05	02/23/24	SERVICE	\$12,455.50
04/12/24	2023119.05-11R	2023119.05	03/29/24	SERVICE	\$23,979.50
05/10/24	2023119.05-12	2023119.05	04/26/24	SERVICE	\$12,771.75
06/14/24	2023119.05-13	2023119.05	05/31/24	SERVICE	\$21,429.13
07/10/24	2023119.05-14	2023119.05	06/28/24	SERVICE	\$14,317.38
08/09/24	2023119.05-15	2023119.05	07/26/24	SERVICE	\$6,455.25
09/13/24	2023119.05-16	2023119.05	08/30/24	SERVICE	\$3,722.00
10/11/24	2023119.05-17	2023119.05	09/27/24	SERVICE	\$3,155.00
11/08/24	2023119.05-18	2023119.05	07/26/24	SERVICE	\$4,446.75

\$141,289.26



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

Invoice
RECEIVED

DEC 04 2024

FINANCE DEPT

City of Beachwood
Attn: Carol Morrison
Accounts@beachwoodohio.com
25325 Fairmount Blvd.
Beachwood, OH 44122

October 11, 2024

Invoice No: 2022119.50 - 14

Invoice
Total \$5,904.00

Project 2022119.50 Beachwood - Pickleball Courts
Professional Services from August 31, 2024 to September 27, 2024

Task 591 CA - Site Inspections
P.O.# 2023-00824

Professional Personnel

	Hours	Rate	Amount
Design Engineer			
Libert, Alicia	10.50	105.50	1,107.75
Inspector			
Ducca, Daniel	44.00	63.00	2,772.00
Sr. Landscape Architect			
Caldwell, Jarlath	18.00	113.75	2,047.50
Totals	72.50		5,927.25
Total Labor			5,927.25

Billing Limits	Current	Prior	To-Date
Total Billings	5,927.25	8,796.00	14,723.25
Limit			14,700.00
Adjustment			-23.25

Total this Task \$5,904.00

Total this Invoice \$5,904.00

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 11-26-24
P/O: 2023-00824

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
08/12/22	2022119.50-1	2022119.50	07/29/22	SERVICE	\$9,950.00
09/09/22	2022119.50-2	2022119.50	08/26/22	SERVICE	\$13,491.00
10/14/22	2022119.50-3	2022119.50	09/30/22	SERVICE	\$14,685.00
11/11/22	2022119.50-4	2022119.50	10/28/22	SERVICE	\$10,769.16
12/09/22	2022119.50-5	2022119.50	11/25/22	SERVICE	\$19,574.53
12/31/22	202211950-6	2022119.50	12/31/22	SERVICE	\$1,330.31
03/10/23	202211950-7	2022119.50	02/24/23	SERVICE	\$7,230.00
04/14/23	202211950-8	2022119.50	03/31/23	SERVICE	\$10,443.15
05/12/23	2022119.50-9	2022119.50	04/28/23	SERVICE	\$5,904.95
06/06/23	2022119.50-10R	2022119.50	05/26/23	SERVICE	\$1,086.00
07/14/23	2022119.50-11	2022119.50	06/30/23	SERVICE	\$863.70
08/11/23	2022119.50-12	2022119.50	07/28/23	SERVICE	\$2,393.25
09/08/23	2022119.50-13R	2022119.50	08/25/23	SERVICE	\$1,863.00
10/11/24	2022119.50-14	2022119.50	09/27/24	SERVICE	\$5,904.00

\$105,488.05



MICHAEL H. WILDERMUTH, AIA, ARCHITECT

RECEIVED

DEC 04 2024

FINANCE DEPT

December 1, 2024

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

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

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

Plan Review for the month of November 2024..... \$2187.50
Cost Breakdown Sheet Attached

Total amount due.....\$2187.50

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

APPROVED FOR PAYMENT
12-3-24

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



MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

		October 2024		
MHW	Beachwood	Job Name	Time	
Job No	Receipt No.			
CB2439-1 10-13-2024	2024-07331	Prestige Tlt	2.5H	\$312.50
CB2440-1 11-6-2024	2024-02421	Primrose FP	2.0H	\$250.00
CB2441-1 11-14-2024	2024-08180	CCF – BW Fam Health	2.0H	\$250.00
CB2442-1 11-14-24	2024-02421	Prestige FP	2.0H	\$250.00
CB2443-1 11-14-24	2024-08353	Lifetime	3.0	\$375.00
CB2444-1 11-24-24	2024-08507	Millenium EL	2.5	\$312.50
CB2445-1	2024-08528	Farmers	3.5	437.50
		Total	17.5 H	\$2187.50

RECEIVED

DEC 04 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: 1477344

Client/Matter: 144096.0003

Billing Atty: RTH

November 23, 2024

Re: **ROUTINE LEGAL SERVICES**

Invoice Total

\$ 13,750.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com



BY: [Signature]
DATE: 12/12/24
APPROVED FOR PAYMENT
330-376-01699

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.

RECEIVED

DEC 04 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 

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: 1477345

Client/Matter: 144096.0004

Billing Atty: RTH

November 23, 2024

Re: **EXCESS ROUTINE LEGAL SERVICES**

Invoice Total

\$ 4,350.00

GO GREEN!

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

BY: 
DATE: 12/2/2024
P/O: 2024-01699
APPROVED FOR PAYMENT



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.

RECEIVED

DEC 04 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 

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: 1477346

Client/Matter: 144096.0005

Billing Atty: RTH

November 23, 2024

Re: **SPECIAL LEGAL SERVICES**

Invoice Total

\$ **14,856.19**

GO GREEN!

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



BY: *W. Crook*
DATE: 12/12/2024
P/O: 8084-01699
APPROVED FOR PAYMENT

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.

RECEIVED

DEC 04 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 

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: 1477347

Client/Matter: 144096.0007

Billing Atty: RTH

November 23, 2024

Re: 

Invoice Total

\$ 1,608.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com



BY: 
DATE: 12/12/24
P.O. 8084-01699
APPROVED FOR PAYMENT

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.

RECEIVED

DEC 04

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: 1477348

Client/Matter: 144096.0008

Billing Atty: RTH

November 22, 2024

Re: [REDACTED]

Invoice Total

\$ 2,546.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY

EMAIL US AT ramail@ralaw.com



APPROVED FOR PAYMENT
DATE: 12/12/2024
P.O. 3024-01699
BY: [Signature]

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.



RECEIVED

DEC 04 2024

FINANCE DEPT

Invoice

Date 11/30/2024
Invoice # PE1017

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 Sheree Wilson at 740-809-2400 ext. 118

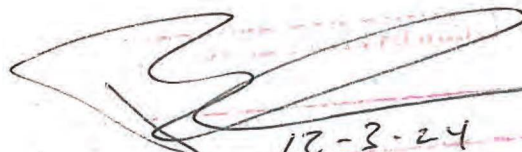
P.O. Number

Payment Terms

Net 30

Description	Prior Billed	Current Billing
2024-05831 Nuvia Smiles 11-4-24		125.00
2024-07895 New Tenants_23533 Mercantile 11-8-24		531.25

Total Due : **\$656.25**


12-3-24



SIXMO ARCHITECTURE

PLAN EXAMINATION FEE CALCULATION

City of Beachwood

25325 Fairmount Blvd

Brian Roenigk, Building Commissioner

Plan Review / Invoice No.: 2024-05831

Plans Examiner: Teila C. Lovell, Master Plans Examiner, ID # 871
Remit Payment to: **SIXMO Architecture 204 Front Street, Marietta, Ohio 45750**

Date of Initial Review: August 22, 2024
Date of 2nd Review: September 9, 2024
Date of 3rd Review: November 4, 2024

Project Name: Nuvia Smiles
Project Address: 3401 Enterprise Pkwy Ste115
Project Description: Alteration
Area of Work: 6498 sq. ft.

Initial Submittal:

Initial Review Date: August 22, 2024

 hours @ \$125.00 \$

Estimated Reimbursables: \$

Sub-Total \$ 0.00

Subsequent Review:

Review Date: November 4, 2024

1 hours @ \$125.00 \$ 125.00

Estimated Reimbursables: \$

Sub-Total \$ 125.00

Current Grand Total \$ 125.00



City of Beachwood

Brian Roenigk, Building Commissioner

Project Name: New Tenants_23533 Mercantile
Project Address: 23533 Mercantile Road
Project Description: Alterations
Area of Work: 29,900 sf

Sub-Total	\$	531.25
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Sub-Total	\$	0.00
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Current Grand Total	\$ 531.25
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CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

RECEIVED

DEC 04 2024

FINANCE DEPT

December 1, 2024

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

RE: Building Department Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of November 2024
(See attached sheet for breakdown)

\$968.75

Total amount due

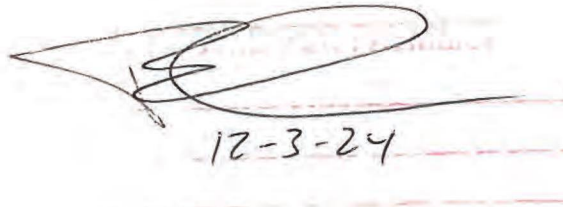
Nine Hundred Sixty-eight Dollars and Seventy-five Cents

\$968.75

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



Paul Kowalczyk, MPE #798



CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

**City of Beachwood
Plan Examination Services
November 2024 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2024-05419	BW24-22.1 11/1/24	CC Beachwood FHC – North Lab Renovations 26900 Cedar Road Interior Alterations – Bulletin #1	45 min.	\$93.75
2024-05077	BW24-32.1 11/6/24	ERC Headquarters 3333 Richmond Road Fire Alarm System Alterations - Revisions	45 min.	\$93.75
2024-07904	BW24-39 11/9/24	UH Ahuja MC X-Ray Replacement 3999 Richmond Road X-Ray Alterations	3 hours	\$375.00
2024-06283	BW24-40 11/12/24	MetroHealth Beachwood Health Center 3609 Park East Fire Alarm System Alterations	45 min.	\$93.75
2024-07165	BW24-34.1 11/13/24	Sweet Kiddles 3365 Richmond Road Interior Alterations	1 hour	\$125.00
2024-02522	BW24-12.4 11/20/24	Dr. Skoda Office Building 21515 Chagrin Blvd. New Building – Revision 6	1 hour	\$125.00
2024-07904	BW24-39.1 11/20/24	UH Ahuja MC X-Ray Replacement 3999 Richmond Road X-Ray Alterations – Addendum No. 1	30 min.	\$62.50
Total:				\$968.75

Paul Kowalczyk, MPE #798

INVOICE

Cuyahoga Soil & Water
Conservation District
3311 Perkins Avenue, Suite 100
Cleveland, OH 44114

thaendiges@cuyahogawcd.org
+1 (216) 524-6580
cuyahogawcd.org



cuyahoga
**SOIL &
WATER**
conservation district

Bill to
Attn Chris Vild
City of Beachwood
23355 Mercantile Rd.
Suite 1
Beachwood, OHio 44122

RECEIVED
NOV 12 2024
FINANCE DEPT

Invoice details

Invoice no.: 2970
Terms: Due on receipt
Invoice date: 11/01/2024
Due date: 11/01/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		MOU	(2025 Annual Appropriation) for the Implementation of the (Euclid Creek Watershed Program) through the Memorandum of Understanding between the City and Cuyahoga Soil & Water Conservation Dist. and the Euclid Creek Council.	1	\$3,000.00	\$3,000.00

Total **\$3,000.00**

Service

APPROVED FOR PAYMENT

BY: _____

DATE: _____

P/O: 2024-02432



PURCHASE ORDER

Page: 1
P.O. Number: 2024-02432
P.O. Date: 11/11/2024
Req. Number: 24-341-1430-A
Requested By: Carol Morrison
Blanket Type:
Ship Via:
Terms:

Deliver To CITY OF BEACHWOOD
SHIPPING AND RECEIVING
23355 MERCANTILE ROAD
BEACHWOOD, OH

Vendor 02157
Cuyahoga Soil & Water Conservation District
3311 Perkins Ave., Suite 100
Cleveland, OH 44114

Bill To: Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Line	Description	Account	Qty	Unit	Price/Unit	Amount
001	EUCLID CREEK WATERSHED	101.341.53190				\$3,000.00

Page Total: \$3,000.00 Purchase Order Total: \$3,000.00

2025 ANNUAL APPROPRIATION FOR IMPLEMENTATION OF EUCLID CREEK WATERSHED PROGRAM THROUGH THE
MEMORANDUM OF UNDERSTANDING BETWEEN CUYAHOGA SOIL & WATER CONSERVATION DISTRICT & THE CITY

DIRECTOR OF FINANCE CERTIFICATE

It is hereby certified that the amount required to meet and/or satisfy 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 is in the process of collection and is free from any obligation or certification now outstanding.

11/11/2024

DIRECTOR OF FINANCE

Date

AN ORDINANCE APPOINTING THE LAW FIRM OF LAW FIRM OF ROETZEL & ANDRESS, LPA AND ATTORNEY R. TODD HUNT AS LAW DIRECTOR FOR THE CITY OF BEACHWOOD, OHIO, EXTENDING THE TERM OF THE AGREEMENT THEREWITH, AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article III, Section 5(3)(F)(1), and Article V, Section 2 of the Charter provide that the Council shall appoint the Law Director; and

WHEREAS, Council desires to engage the firm of Roetzel & Andress LPA and Attorney R. Todd Hunt as Law Director for the City of Beachwood, Ohio.

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

Section 1: The firm of Roetzel & Andress LPA and Attorney R. Todd Hunt is hereby appointed as Law Director for the City of Beachwood in accordance with Articles III and V of the Charter for a term through the 2026 Organizational Meeting of Council, to perform all the duties of the Law Director as required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio .

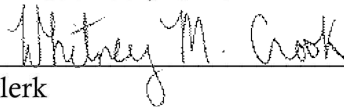
Section 2: The term of the current agreement with the firm of Roetzel & Andress, LPA and the City of Beachwood entered into effective May 1, 2024, is hereby extended through the 2026 Organizational Meeting of Council.

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

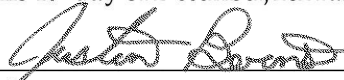
Section 4: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety, or the efficient operation of the City; and for the further reason that the legal services provided herein are needed for the current operation of the City; wherefore this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Section 5: 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 the employment provided herein is needed for the proper operation of an essential Department of the City government; 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 16th 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 17th day of December, 2024.


Clerk

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


Mayor

AGREEMENT BETWEEN CITY OF BEACHWOOD, OHIO

AND

THE LAW FIRM OF ROETZEL & ANDRESS, LPA

FOR

LAW DIRECTOR SERVICES AND SPECIAL LEGAL SERVICES

This Agreement is for legal services between the City of Beachwood, an Ohio municipal corporation (“City”), and the law firm of Roetzel & Andress, LPA (“Roetzel”), **effective January 7, 2025** (each, a “Party,” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, pursuant to Article V, Section 2 of the City Charter, on April 18, 2024, the City of Beachwood Council adopted Ordinance No. 2024-50 appointing the law firm of Roetzel & Andress, LPA to serve as the City’s Law Director and approving R. Todd Hunt, a shareholder at the law firm, to be the attorney in the position of Law Director for the City and for he and the law firm to perform routine legal services and special legal services on an as-needed basis.;

WHEREAS, the within Agreement shall commence upon the expiration of the Agreement between the Parties that, pursuant to City Council Ordinance 2024-50, became effective on May 1, 2024, and shall expire upon the City Council’s annual Organizational Meeting on January 6, 2025.

NOW, THEREFORE, intending to be bound by this Agreement, the Parties agree as follows:

1. **Appointment Confirmation.** Pursuant to formal action by the City Council through Ordinance No. 2024-__, the law firm of Roetzel & Andress, LPA and its shareholder attorney, R. Todd Hunt, have been duly appointed as the City’s Law Director effective January 7, 2025.
2. **Term.** The term of this Agreement shall commence on January 7, 2025, and shall be for a term which runs through the Council’s annual Organizational Meeting in 2026 as provided for in Article III, Section 2 of the City Charter. However, either Party may terminate this Agreement upon providing thirty (30) days’ written notice of its intent to terminate to the other Party.
3. **Employment Status.** R. Todd Hunt and all other attorneys employed by Roetzel who provide legal services to the City shall not be employees of the City and the provision of professional legal services shall be solely pursuant to the provisions of this Agreement.

4. **Routine Legal Services.** Except as otherwise provided herein, R. Todd Hunt and Roetzel agree to provide the following Routine Legal Services at the rates provided herein:

- (a) Attending all regular and special Council meetings, except as otherwise directed by the Council, and Council Committee meetings, as requested;
- (b) Attending City board and commission meetings to provide legal advice, upon the request of the Mayor or Chair of the board or commission;
- (c) Drafting ordinances and resolutions upon request of Councilmembers and/or the Mayor;
- (d) Researching and drafting legal memoranda as requested by the Council or the Mayor;
- (e) Providing legal advice to City officials on a daily basis, as necessary.
- (f) Responding to inquiries to and from the City.
- (g) Attending meetings and discussions with City, County, State and Federal officials and other governmental officials that are unrelated to “Litigation” and “Special Legal Services”, as defined below.
- (h) Reviewing and approving contracts, ordinances, resolutions, and any other written documents, as requested by the Council, the Mayor, Directors, or Division heads. This shall not encompass significant revision or any required extensive drafting of such documents.

5. **Special Legal Services.** The following types of work shall not be “Routine Legal Services” but shall be treated as “Special Legal Services” subject to the rates set forth in Paragraph 8 of this Agreement:

- (a) Personnel matters that involve investigations and/or pre-disciplinary conferences or union employee matters;
- (b) Labor union negotiations;
- (c) Revisions to the City’s personnel policy manual or similar such documents;
- (d) Applications before the Planning and Zoning Commission that require extensive legal review, including review of or drafting of documents, such as easements or deed restrictions, bonds or guarantees, or homeowners’ association documents, and acting as an advocate for a position before the Commission;

- (e) Drafting and/or negotiation of substantial or specialized contracts/agreements and extensive drafting or re-drafting of significant new provisions or revisions/amendments to the Codified Ordinances;
- (f) Real estate development project reviews and tax incentives/financing matters related thereto; significant real estate transactions; and
- (g) Large public records request reviews, etc.

6. **Compensation for Routine Legal Services.** R. Todd Hunt shall perform Routine Legal Services for the City at a monthly flat fee of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00) per month, which shall be payable to Roetzel upon submission of an invoice to the City therefor. Mr. Hunt shall work an average of fifty (50) hours per month for the compensation identified in this paragraph.

For “Excess Routine Legal Services”, which includes hours beyond fifty (50) per month worked by Mr. Hunt and hours worked by other attorneys and paralegals at Roetzel, the rates shall be \$300 per hour for shareholders (partners) and \$240 per hour for associates. Paralegal time shall be charged at the rate of One Hundred Twenty Dollars (\$120.00) per hour.

7. **Litigation.** “Litigation” is defined as all work performed in preparing or conducting pleadings, discovery or any motion practice, and attendance at hearings, trials or other events before judges, juries, magistrates, arbitrators, mediators, or court staff members, and all post-judgment/decision activities, including all appellate work. “Litigation” also includes all work performed in response to Ohio Revised Code Chapter 2506 appeals. “Litigation” shall not include routine services regarding workers compensation matters (e.g., an evaluation of a claim or conference with the City’s TPA) but would apply to preparation for and attendance at administrative hearings or representation in a workers compensation appeal to common pleas court. All rates for Litigation shall be \$335 per hour for partners/shareholders and \$255 per hour for associate attorneys, unless the City and Roetzel agree to a higher rate depending upon the complexity of the Litigation. For Litigation, paralegals of Roetzel shall be charged at the rate of \$130 per hour.

8. **Special Legal Services.** Subject to agreement between Roetzel and the Council or Mayor, Roetzel may undertake “Special Legal Services”, other than Litigation, which are outside the scope of Routine Legal Services on an hourly basis or, if agreed to by the Parties, a flat fee. For Special Legal Services that are billed on an hourly basis, Roetzel will charge \$335 per hour for partners/shareholders, \$255 per hour for associates, and \$130 per hour for paralegals, unless higher rates are agreed upon by Roetzel and the Council.

Unless a different method is directed by the Council President and/or Mayor, Roetzel will generate letters containing a brief description of Litigation matters

under Section 5 or Special Legal Services matters under this Section 6, which the Council President and/or Mayor may sign for purposes of acknowledging the billing arrangements and rates for such matters.

9. **Billing.** Roetzel will bill the City monthly for all Routine Services, Litigation and Special Legal Services, which billings shall set forth the date the services were rendered, the attorney performing such services, a brief description of the services provided, and the time spent for each service entry by tenth of an hour increments.

10. **Miscellaneous Provisions.**

- (a) **Expenses.** Roetzel shall also be reimbursed for out-of-pocket expenses incurred by it or its personnel in connection with providing the services included in this Agreement, including, but not by way of limitation, charges for court/administrative agency filings, depositions, expert witness fees, computer-assisted research, photocopies, messenger/delivery services, mileage at the current IRS rate, and any long-distance travel expenses, including meals and lodging associated with long distance travel. Roetzel will not charge for mileage to and from the City of Beachwood.
- (b) **Presence at City Hall.** R. Todd Hunt will be present at City Hall an average of ten (10) to fifteen (15) hours per week.
- (c) **Applicable Laws.** Roetzel shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances, and government requirements in the performance of this Agreement.
- (d) **Notices.** All notices and other communications hereunder shall be in writing and will be deemed to have been duly given if delivered by hand, electronic mail, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the Parties with written confirmation of receipt at the following addresses:

If to City of Beachwood:

City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122
Email: law-web@Beachwoodohio.com

If to Roetzel & Andress, LPA:

Roetzel & Andress, LPA
c/o R. Todd Hunt, Esq.
1375 East Ninth Street, 10th Floor
Cleveland, OH 44114
Email: rthunt@ralaw.com

- (e) **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.
- (f) **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- (g) **Parties in Interest.** This Agreement is enforceable only by the City and Roetzel. The terms of this Agreement are not a contract or assurance regarding compensation, employment, or benefit of any kind to any of Roetzel's personnel assigned to the City's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
- (h) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.
- (i) **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized persons of the Parties hereto.
- (j) **Findings for Recovery.** Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of

State, if that finding is unresolved. Persons or entities contracting with a political subdivision, including the City of Beachwood, must certify that an unresolved finding for recovery has not been issued against the persons or entities. Roetzel & Andress, LPA certifies herein that no unresolved finding for recovery has been issued against it and attached is a completed Findings for Recovery Certification.

The Parties have executed this Agreement as of the date first appearing above.

ROETZEL & ANDRESS, LPA

By: _____
R. Todd Hunt, Shareholder

CITY OF BEACHWOOD, OHIO

By: _____

Print Name: _____

Title: _____

FISCAL OFFICER'S CERTIFICATE

As the chief fiscal officer of the City of Beachwood, Ohio, I certify that the money required to meet this Agreement has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

By: _____

Print Name: _____

Title: _____

Approved as to form:

Nathalie E. Supler, Assistant Law Director
Matthew A. Kurz, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
216-595-5462

Date: _____

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that no unresolved finding for recovery has been issued against Roetzel & Andress, LPA.

SIGNATURE

PRINTED NAME

TITLE

DATE

AN ORDINANCE TO ESTABLISH A PROCESS FOR THE DEVELOPMENT
OF THE CITY OF BEACHWOOD'S REAL PROPERTY AT 23737
FAIRMOUNT BOULEVARD (PERMANENT PARCEL NO. 741-17-047) AND
DECLARING THIS TO BE AN URGENT MEASURE.

WHEREAS, the City of Beachwood ("City") desires to provide for the proper development of its real property located at 23737 Fairmount Boulevard (Permanent Parcel No. 741-17-047), the former Fairmount Temple property, (the "Property") for residential purposes and to engage a qualified development firm to acquire and develop the Property within specifications developed by the City;

WHEREAS, pursuant to the City administration's recommendation, this Council has determined that it is necessary to set forth a process by this Ordinance for the City to choose a qualified development firm through a request for qualifications and a request for proposals process that meets the specifications developed by the City for the anticipated residential development of the Property and with this Council having the final authority to approve the development plan and to authorize a contract with a development firm to carry out the development;

WHEREAS, this Council finds that the proposed process in this Ordinance is the most appropriate method to obtain the best development of the Property in furtherance of the public health, safety and general welfare;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
BEACHWOOD, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:**

Section 1. The City administration is hereby authorized to develop and issue a "Request for Qualifications" to development firms pursuant to public advertising and direct solicitation and to employ a qualification review process and request for proposals process for the residential development of the City-owned real property at 23737 Fairmount Boulevard (Permanent Parcel No. 741-17-047) (the "Property") pursuant to the following process.

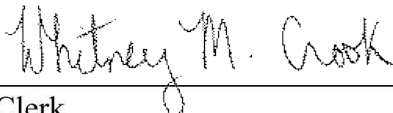
- A. The Mayor is authorized to cause a Request for Qualifications to be drafted which shall request that residential development firms submit a single response to a Request for Qualifications which contains the development firm's detailed statement of qualifications and shall cause the Request for Qualifications to be published and sent to potentially qualified responders.
- B. The Mayor shall appoint a committee to develop objective standards by which to rate responses to the Request for Qualifications. The committee may consist of the Mayor and qualified persons from the City's staff, boards and/or commissions but shall also include one member of Council who shall be selected by the Council (the "Committee").

- C. Upon receipt of development firms' responses to the Request for Qualifications, based on the objective standards, the Committee will review and rate the responses to select one or more qualified residential development firms to submit a proposal for the residential development of the Property.
- D. The Committee, along with any professional assistance it deems necessary, shall develop specifications for a residential development of the Property which shall be incorporated into a Request for Proposals and which shall then be submitted to the development firm(s) that has been determined by the Committee to be qualified to submit a development proposal.
- E. Upon the submission of the development firm(s)'s proposed development plan in response to the Request for Proposals, the Committee may select the development firm whose plan most closely conforms to the City's specifications and shall negotiate with the chosen development firm to arrive at a final proposed development plan that the Committee determines will be submitted to the City's Planning and Zoning Commission and Council for their approvals, along with any Zoning Code text and map amendments that may be necessary for the proposed plan. The City shall not be obligated to accept any development plan proposal and may reject any and all such proposals.
- F. Upon the Committee's recommendation of a proposed final development plan, the Mayor is authorized to negotiate with the proposed development firm for a purchase and sale agreement for the Property (or a portion thereof) for the proposed residential development, which agreement shall be submitted to Council for its authorization and approval within the sole discretion of the Council and which may be contingent upon final approval of the residential development plan and any zoning amendments and other code or statutory approvals that are required.

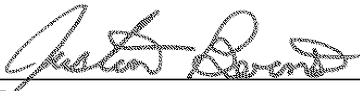
Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance is declared to be an urgent measure necessary for the public peace, health, safety, and general welfare; and for the further reason that this Ordinance is required to be immediately effective to provide for a clearly defined process to begin the much needed residential development of the subject Property and for the City to recoup its investment in the Property at the earliest possible time; 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 16th 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 17th day of December, 2024.


Clerk

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


Mayor

INTRODUCED BY: J. Taylor

ORDINANCE NO. 2024-88

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, on December 2, 2024, City Council approved Ordinance No. 2024-79, amending Ordinance No. 2024-73;

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:

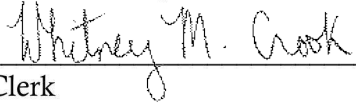
Section 1: Based upon the recommendation of the Finance Director, the City's appropriations, as authorized in Ordinance Number 2023-123, Ordinance Number 2024-21, Ordinance Number 2024-56, Ordinance Number 2024-61, Ordinance No. 2024-73, and Ordinance No. 2024-79 are hereby amended to reflect the increases 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.

ORDINANCE NO. 2024-88

Attest: I hereby certify this legislation was duly adopted on the 16th 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 17th day of December, 2024.


Clerk

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


Mayor

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Justin Berns, Finance Chair Jillian DeLong
FROM: Larry Heiser, Finance Director *LH*
DATE: December 12, 2024
SUBJECT: 2024 Sixth and final Budget Amendment

I am requesting the sixth budget amendment for 2024,

General Fund 101

Law Department: We need to move \$100,000 from wages to other, no change in total budget. This is in anticipation of the December Roetzel billing, and the November billing being more than originally budgeted.

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	\$ 390,530	\$ 556,400	\$ 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 Oploid	\$ -	\$ 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

6th

Move \$100,000 within Law Department from Wages to Other no budget increase

A RESOLUTION DECLARING THE CITY OF BEACHWOOD'S
COMMITMENT TO BECOMING A DESIGNATED "STORE IT SAFE" CITY

WHEREAS, the City of Beachwood is committed to promoting public safety and well-being for all its residents;

WHEREAS, the City recognizes the importance of educating families about safe storage practices, particularly in relation to firearms, household chemicals, medications, and other potentially hazardous items;

WHEREAS, the City fully supports the "Store It Safe" initiative, a program designed to provide educational resources and tools to ensure the safe and secure storage of firearms and other dangerous items, thereby reducing the risks of accidents and injuries in homes;

WHEREAS, the City of Beachwood desires to be recognized as a designated "Store It Safe" City, affirming its commitment to providing resources that help families store items safely and responsibly;

WHEREAS, the City's participation in the "Store It Safe" initiative shall serve as an ongoing effort to improve community awareness, provide educational opportunities, and foster safe practices within the home, without interference with personal choices regarding ownership or possession of items covered under the program;

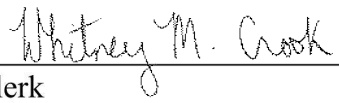
WHEREAS, the City acknowledges and affirms that its collaboration with the "Store It Safe" initiative does not imply agreement or disagreement with the specific missions, goals, or viewpoints of any other entities or organizations involved in the initiative or affiliated with the program.

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

Section 1: The City of Beachwood does hereby declare its commitment to being recognized as a "Store It Safe" City and pledges to support the efforts of the initiative in educating families on safe storage practices for firearms, medications, and other potentially dangerous items, ensuring a safer community for all residents.

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.

Attest: I hereby certify this legislation was duly adopted on the 16th 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 17th day of December, 2024.


Clerk

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


Mayor

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: Alec Isaacson, Council President
Danielle Shoykhet, Council Vice President & Safety Committee Chair

FROM: Justin Berns, Mayor 

DATE: December 3, 2024

SUBJECT: "Store It Safe" City Designation

Background:

The concept of becoming a "Store It Safe" (SIS) City was initially brought to the administration's attention by Councilwoman Ali Stern, alongside her husband, Dr. Noam Stern who is the Division Chief in Pediatric Palliative Care at Rainbow Babies and Children's Hospital. The Sterns have advocated for this initiative as a means to reduce the risk of unintentional firearm deaths in children and prevent suicides by firearms among teenagers. After careful consideration and review with Police Chief, Dan Grispino, and Law Director, Todd Hunt, the administration believes that this initiative aligns with the City's ongoing efforts to improve public safety.

What is "Store It Safe"?

"Store It Safe" is a unique partnership of school professionals, healthcare providers, firearm safety experts, and community organizations all dedicated to protecting children and teens from intentional and unintentional firearm-related deaths and injuries. The initiative's core mission is to educate families on the importance of safely storing firearms, medications, and other dangerous household items in order to reduce the risk of harm.

The goal of the "Store It Safe" initiative is to raise awareness of these risks so that parents and caregivers can take proactive steps to keep their children safe. Through this initiative, families are provided with educational resources and guidance on best practices for secure storage.

Statistics:

- 1 out of 3 homes with kids have guns
- A 2-year-old is strong enough to pull a trigger
- 4 out of 5 first graders know where the gun is hidden in their home
- 90% of accidental shooting deaths occur in the home
- 82% of youth who died by suicide used a firearm from within their home
- Unsupervised youth firearm access triples the rise of death by suicide
- The rate of death by suicide using a firearm in teens is up 61% over the past 10 years.

Administration Recommendation:

After reviewing the program's merits, the administration recommends that the City move forward with becoming a "Store It Safe" (SIS) City. This designation will require us to complete an official application and present the initiative, via a resolution to the City Council for formal approval. If granted, the City will fulfill several responsibilities in order to promote and support the mission of "Store It Safe." These include:

1. **Designating a "Store It Safe" Day:** A day to officially announce the City's partnership with the program and raise awareness about safe storage practices for firearms and other dangerous items.
2. **Providing Printed Resources:** We will provide printed educational materials in City Hall and other key locations to help inform residents about the risks and how they can mitigate through safe storage methods.
3. **Online Resources:** A link to the "Store It Safe" digital resources will be added to the City's official website, providing easy access to materials for families to download and use.
4. **Promotion and Information Dissemination:** The City's Communications Manager, along with the Police Chief, will develop a plan to promote the "Store It Safe" initiative, including information distribution across various media channels and through community outreach efforts.

Action Needed:

In order to proceed with the application and officially seek recognition as a "Store It Safe" City, City Council must pass a resolution declaring our support for this initiative. We request that this matter be placed on the City Council's agenda for the next meeting. Attached is a copy of the proposed resolution which has been approved by Law Director Hunt as well as a copy of the application.

We believe that by becoming a "Store It Safe" City, the City of Beachwood is taking an important step toward furthering the City's commitment to public safety. We appreciate your consideration and support in moving forward with this effort to ensure that our community remains a safe place for all families.

Enc:

Cc: Members of City Council
Dan Grispino, Police Chief
Todd Hunt, Law Director
Tina Turick, City Administrator
Ben Lombardi, Communications Manager
Whitney Crook, Clerk of Council



In 2015, in response to unintentional firearm injury to children, Ohio AAP leadership established the Store It Safe program (SIS). SIS is a unique partnership of school professionals, healthcare providers, firearm safety experts, and community organizations established to keep children safe from unintentional firearm deaths and teens safe from suicide including safe storage of lethal means. Young children are often curious and will touch anything, while teens are still learning how to control impulses. Our goal is to inform families of risks so they can keep their children safe.

Store It Safe (SIS) Community Designation Application

Demographics

Choose one: ☒ City ☐ Village ☐ Township ☐ Other _____

Primary Contact: Chief Dan Grispingo

Full Name: Daniel Grispingo

Professional Title: ☐ Mayor ☐ Leader ☐ Trustee ☒ Other Police Chief

Address, City, State, Zip: 2700 Richmond Road, Beachwood, Ohio 44122

Phone Number: 216-464-1234

Email: daniel.grispingo@beachwoodohio.com

Secondary Contact: Ben Lombardi

Full Name: Benjamin H. Lombardi

Professional Title: ☐ Mayor ☐ Leader ☐ Trustee ☒ Other Communications Manager

Address, City, State, Zip: 25325 Fairmount Blvd. Beachwood, Ohio 44122

Phone Number: 216-292-1941

Email: ben.lombardi@beachwoodohio.com

Community's Website: <https://www.beachwoodohio.com/>

Youth (0-18 years old) population statistics of your community (approximate)?

2,400

Does your community currently have any initiatives around firearms safety?

No

If so, for what ages? N/A

If so, what agencies are involved? N/A

Does your community currently have any initiatives around safe storage?

No

If so, for what ages? N/A

If so, what agencies are involved? N/A



Does your community currently have any initiatives around youth suicide prevention?

The Beachwood School District actively educates students on mental health through Erika's Lighthouse.
<https://erikaslighthouse.org/>

If so, for what ages? grades 4-12

If so, what agencies are involved? School Staff

If awarded with the SIS Community Designation, what activities does your community plan on implementing? (select all that apply)

- ☒ Hold SIS prevention event(s)
- ☒ Share SIS social media posts
- ☒ Provide SIS printed resources in community buildings
- ☐ Link SIS digital resources on community websites
- ☐ Add SIS icon/logo to community websites
- ☒ Place SIS signage in community buildings
- ☒ Publish SIS-related article in community newsletter/newspaper/publication
- ☐ Submit SIS-related letter to the editor to community newsletter/newspaper/publication
- ☐ Other _____

If awarded with the SIS Community Designation, what agencies will be involved in the implementation? (select all that apply)

- ☒ Police/Law Enforcement/Fire
- ☒ Schools/Daycares
- ☐ County Health Departments
- ☐ Hospitals/UC/Clinics
- ☒ Elected Officials
- ☐ Other _____

If awarded with the SIS Community Designation, what acknowledgements and activities does your community plan on implementing? (select all that apply)

- ☒ National Suicide Prevention Month
- ☐ World Suicide Prevention Day
- ☐ Survivors of Suicide Loss Day
- ☒ National Gun Violence Awareness Month
- ☐ Other _____

Please share why your community is interested in the SIS Designation?

Our community is interested in the SIS Designation because it represents a proactive approach to promoting firearm safety and preventing home gun accidents through education and engagement. 🇺🇸



Acknowledgements and Terms of Community Designation

Agreement Statements and Terms

You agree to provide some form of SIS education and materials to community members receiving SIS-related resources. Whether through a formal training, through distribution of educational materials provided with each resource, or an educational program unique to your SIS-related resource distribution plan as described in this application. **(Initial here)** BL_____

Award Timeline – Renew every 2 years; Renew with new community leadership

The Ohio AAP Ohio Chapter, American Academy of Pediatrics (Ohio AAP), is a statewide organization that promotes the health, safety and well-being of children and adolescents so they can achieve their dreams. With membership of more than 2,900 Ohio pediatricians and residents, Ohio AAP is the state's strongest network of education and advocacy professionals focused on pediatrics. Ohio AAP members impacted more than 1 million children through quality improvement programs and education.

Signature_____

Date 12/3/24_____

INTRODUCED BY: J. Mintz

RESOLUTION NO. 2024-58

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE GASOLINE FROM THE STATE OF OHIO TERM CONTRACTS/SCHEDULES ("STS") THROUGH GUTTMAN ENERGY, WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council, by prior legislation, has authorized the Mayor to enter into purchase orders with suppliers of products and/or services from a list prepared by the State of Ohio, after the State received competitive bid contracts with such suppliers in accordance with the State laws permitting its political subdivisions to also take advantage of the lower costs than municipalities would otherwise experience; and

WHEREAS, the Finance Director has requested permission to purchase gasoline for City vehicles on an as needed bases through this State program to ensure such vehicles are properly fueled and available for service; and

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 and Finance Director are hereby authorized and directed to issue purchase orders to Guttman Energy to purchase gasoline for City vehicles on an as needed basis, as authorized by the State of Ohio, Department of Administrative Services Contract No. RS900619-2. The State has already completed competitive bidding requirements for this item; therefore, competitive bidding requirements are waived.

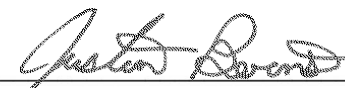
Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

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 ensure such vehicles are properly fueled and available for service; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

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


Clerk

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


Mayor

**CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION**

TO: Mayor Justin Berns; Director Chris Arrietta, Finance Chair Jillian Delong,
Carol Morrison, Purchasing Supervisor
FROM: Larry Heiser, Finance Director *LAH*
DATE: December 5, 2024
SUBJECT: Fuel Provider

During the December 2 meeting Council approved using Ports Petroleum for fuel deliveries.

In September the State of Ohio awarded the fuel contract (both diesel and regular) to Guttman Energy. The City began using Guttman to begin with when the fuel contract was awarded, the old company which had the state contract was Great Lakes Petroleum we need Council approval since the City has paid \$ 48,895.89 to Guttman already this year and just in case the City does go over the \$50,000 expenditures with Guttman.

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

Please call or email if you have any questions.

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR THE
TIMBERLANE/GREEN SANITARY RELIEF SEWER PHASE I PROJECT; AND
DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Ordinance No. 2023-107, the City previously accepted a Certain Bid from CATTS Construction, Inc. in a total amount not to exceed Four Million Seven Hundred Eighty-Six Thousand Two Hundred One Dollars and Seventeen Cents (\$4,786,201.17) for the Timberlane / Green Sanitary Relief Sewer Phase I Project; and

WHEREAS, based upon the recommendation of the Mayor and Public Works Director and as set forth in the Memorandum from City Engineer Joe Ciuni, a copy of which is attached hereto and incorporated herein, a change order is necessary to reflect necessary additional work not contemplated at the commencement of the contracted work, thereby changing the total contract amount to Five Million Twenty-Three Thousand Two Hundred Ninety Dollars and Eleven Cents (\$5,023,290.11).

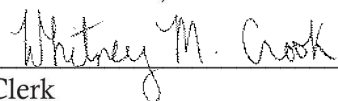
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Council, having been informed by the Public Works Director and City Engineer, and with the recommendation of the Mayor, hereby approves Change Order No. 1 to the Purchase Order issued to CATTS Construction, Inc. to reflect additional work in a total amount not to exceed Two Hundred Thirty-Seven Thousand, Eighty-Eight Dollars and Ninety-Four Cents (\$237,088.94), thereby changing the total contract amount to Five Million Twenty-Three Thousand Two Hundred Ninety Dollars and Eleven Cents (\$5,023,290.11).

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 the work may continue in a timely manner; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

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


Clerk

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


Mayor



December 2, 2024
2023119.05

Chris Arrietta
Public Works Director
City of Beachwood – Department of Public Works
23355 Mercantile Road
Beachwood, Ohio 44122

Project Costs Timberlane/Green Sanitary Relief Sewer Phase 1

Dear Mr. Arrietta,

As the Timberlane/Green Sanitary Relief Sewer Phase 1 project is finishing, a multitude of items increased the scope of work included in the project, which in turn created the need for additional funds. The expanded and changed work items are outlined below to show the cost impact they have had on the job.

Increased Items of Work

During the project, multiple items of work were added to the project to create a better final product for the City of Beachwood. The additional work included large ticket items like the removal and replacement of the sidewalk, curb, and the associated additional seeding and mulching, and the repaving of all of Campus Road and the repaving of green Road South of Ranch Road. An explanation of each additional item of work is included below.

Sidewalk

When the plans were developed, it was decided that the sidewalk would only be reconstructed on Green Road in the locations that had the proposed sanitary line running through the tree lawns. This would include sidewalk from the intersection of Beachwood Boulevard to approximately one hundred (100) feet north of the Wendover Drive intersection.

During the course of construction, it was determined that due to the substantial number of pedestrians who use the sidewalk in this area the rest of the sidewalk should be replaced as it would benefit the City of Beachwood. The additional length of sidewalk included was from one hundred (100) feet north of the Wendover Drive intersection to Ranch Road.

The addition of this work resulted in an additional 3,454.34 SF of sidewalk removal and replacement and six (6) ADA Curb Ramps. The cost impact of additional sidewalk work is \$54,652.08.

Additional Work at Greenlawn Road / Green Road Intersection

During the construction of the Sanitary Manhole at the intersection of Greenlawn Road and Green Road, the pavement shifted due to the poor condition of the road buildup. This led to the decision to remove and replace additional concrete pavement at the intersection. This was also done so that once the Phase 1 of the project was complete no additional work in this area would be required when installing Phase 2. The removal of the concrete pavement was replaced with three (3) inches of ODOT 304, eight (8) inches of concrete, and then topped with the three (3) inches of Asphalt, which is paid as a separate item, that the rest of the project area received. The cost to replace the pavement profile was \$44,656.00.



In addition to replacing the concrete pavement at the intersection of Greenlawn Road and Green Road, voids found near this intersection (under Green Road) were filled with LSM. To prevent further problems because of the void, which had an additional impact of \$1,224.90.

Curb

The curb along Green Road was slated to be removed and replaced within the project limits, but during construction additional sections of the curb were slated to be reconstructed. The added curb areas occur mostly along the roads intersecting with Green Road and at the installation of the receiving pits for the boring operations of Campus Road. The added curb work created a monetary impact of \$62,484.76 and it included additional feet of curb replacements, two (2) manhole casting being replaced along the curb (since the castings extended into the curb), and the replacements of the underdrains below the curbs.

Drive Aprons

The drive aprons along Green Road within the project limits, whether residential or commercial were brought up to the City of Beachwood Standard. Along Green Road, the footprint of the drive aprons was increased to match the standards. In addition to the increased area on Green Road, some additional drive aprons were completed on Campus Road as they were impacted by the installation / receiving pits for the boring operation. The quantities for drive aprons were increased by 321.02 SY which in turn increased the item cost by \$32,663.75.

Lawn Restoration

The increased amount of concrete work within the tree lawn area, which included but was not limited to the replacement of the sidewalks, curb ramps, and drive aprons increased the amount of lawn restoration necessary to bring the project area back to the standard within the City of Beachwood. The quantity of Lawn Restoration was increased by 1244.57 SY, creating a financial increase of \$34,847.96.

Campus Road Paving

Campus Road had been designed to only have the installation and receiving pit repaired due to the recent resurfacing of Campus Road occurring before the Timberlane / Green Sanitary Relief Sewer Phase 1 Project. Due to the duration of the boring operation with the impact of construction on the surrounding area, it was determined that Campus Road should be entirely resurfaced to bring it back to the pre-existing roadway condition. Restoring Campus Road to a condition better than it was in pre-project cost an additional \$42,233.47.

Additional Green Road Paving

The project limits for repaving Green Road, included paving the City of Beachwood Side of Green Road from the intersection of Campus Road to the intersection of Ranch Road. Due to the condition of Green Road south of Ranch Road, the City asked the contractor to re-pave an approximately 400 feet south of Ranch Road. The additional resurfacing resulted in additional fiscal impact of \$27,750 to the job.

Additional Maintenance of Traffic

Additional maintenance of traffic measures were taken on multiple occasions due to the alignment shift of the sewer on Green Road. The alignment shift was required to avoid existing utilities. This included additional hours of law enforcement officers for assistance, and additional staff for flagging. These maintenance of traffic measures were used to keep the crews and the public safe during installation of the sewer closer to the centerline of the road, costing the project an additional \$12,875.00.

Changed Work Items

During the construction of the Timberlane / Green Sanitary Relief Sewer Phase 1 project, things occurred that changed the direction of the items of work. On multiple occasions, work was changed to provide a better final product for the City of Beachwood. The changes incurred some additional costs which are outlined below.

Asphalt Surface Course

Included in the plans originally, it was anticipated to have the asphalt pavement profile be built with two (2) inches of Asphalt Intermediate Course, Type 2, (448) and one (1) inch of Fine Graded Polymer Asphalt Concrete, Type B as is the standard for road resurfacing within the City of Beachwood. During the project, it was determined that changing the pavement profile would present a better final product and better match the other side of Green Road. The pavement profile was changed to be 1.75 inches of Asphalt Intermediate Course, Type 2, (448) and 1.25 inches of Asphalt Surface Course, Type 1, PG 64-22. The monetary impact this had is from reducing the amount of the intermediate course which is a cheaper material and increasing the quantity surface which is costlier.

In addition to the change in pavement profile, three (3) additional pavement patches due to watermain breaks were completed with a total area of 813 SY. The additional asphalt area as well as changing the originally planned pavement profile resulted in an additional \$18,551.56 in asphalt work being completed.

Green Road Utility Support

It was anticipated that The Illuminating Company would be able to support their utility poles within the project limits, which is typical. When the field meeting occurred, The Illuminating Company indicated they would not be able to do the supporting of poles within the job area for multiple weeks to months. As such the contractor solicited a third-party company to do the pole support to not put the project behind schedule. As such an additional cost of \$10,870.00 was incurred for the project.

Campus Road Realignment

Underground conflicts were found along Campus Road during the boring operation which called for the realignment (and increase in length) of the pipe runs of the sanitary sewer. Underground conflicts were also found after excavation at the Cedar Road tie-in from Campus Road, which caused the contractor to work multiple extra days in this area which included tunneling under a sixty (60) inch storm sewer with a forty-two (42) casing.

The additional work for the Cedar Road tie-in, and the additional length of the Trenchless Augur Boring due to the re-alignment of the boring operation cost an additional \$60,885.57 to the project.

Additional Work Items

The planning of the project was completed using due diligence, new surveys, and historical records. During the course of construction, it was found that the historical records sources were incomplete leading to the need for additional work to be done in the field. The impact of incomplete records on the job is outlined below.

Lateral Impact

During the development of the Timberlane / Green Sanitary Relief Sewer Phase 1 Project, historical records were used as a resource to locate items underground. The historical records were leaned upon as those items are not always able to be accurately captured by surveying a project area. Historical records were requested and gathered through multiple sources. When the data was compiled, it showed that minimal to no laterals were recorded. So, the plans were designed in that manner, but had a note for clarification "Existing Lateral Connections Are Based on Records and May Not Accurately Depict the Actual Condition."

When construction started, the record plans were shown to be incorrect and many properties along Green Road two (2) laterals coming from them. Multiple hours were spend discovering which lateral was active and which one was abandoned. The monetary impact of these laterals on the job was large, but the work to replace and repair the correct ones was crucial to the success of the project. The budgetary impact of the laterals is \$119,880.01.

The work was completed as part of the Lateral Impact discovery, investigation to determine lateral connectivity, reinstating of laterals determined to be active, and abandonment of inactive laterals. The work also resulted in the discovery of lateral cross connectivity which required lateral connections to be reinstated to the proper sewer. The quantity and connectivity issues discovered as part of this work presented an unforeseen condition that could not have been anticipated given the record information.

Trench Repairs

Due to the type of work completed as part of this project, the strategic planning of the contractor to correct, quickly, and safely complete work on the Relief Sewer was imperative. During construction, the contractor needed the width of the trenches to be slightly larger than originally planned to be able to install their trench boxes as well as have room for a laborer to work on the pipe installation. The increased footprint of the trench created an increase in the quantity of pavement that was needed to repair the trench.

Additionally, changes were made to the combined structure housing PSAN-1/PSTM-1 which increased the size of the trench required to install it along Green Road. The two issues combined increased the trench size by 383.39 SY resulting in an additional \$46,258.50 being needed for the Full Depth Pavement Repairs for the project.

Gas Main Conflicts

As was stated in previous sections, record plans, which are not always correct, were used as a reference for the creation of these Timberlane / Green Sanitary Relief Sewer Phase 1 Plans. During construction, it was found that gas lines were previously installed in a location crossing the trench. This made the contract spend additional time hand-digging around the gas lines which was not anticipated. The additional time spent excavating due to the Gas Main Conflict cost an additional \$2,920.09.

Conclusion

Therefore, we recommend a change order to the contract amount for the Timberlane / Green Sanitary Relief Sewer Phase 1 Project of \$237,088.94. The new contract amount will be:

Original Contract	\$4,786,201.17
Change Order	+ \$237,088.94
New Contract Amount	\$5,023,290.11

GPD Group

Joseph R. Ciuni
Digitally signed by Joseph R. Ciuni
Contact Info: City Engineer

Joseph R. Ciuni, P.E., P.S.
City Engineer

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A QUOTATION FROM SlideRenu TO RESURFACE THREE (3) SLIDES LOCATED AT THE BEACHWOOD FAMILY AQUATIC CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Community Services Director has recommended the resurfacing of three (3) slides located at the Beachwood Family Aquatic Center; and

WHEREAS, SlideRenu has submitted a quotation in a total amount not to exceed Forty-five Thousand Nineteen Dollars and No/Cents (\$45,019.00) for this project and the Community Services Director recommends accepting this quotation.

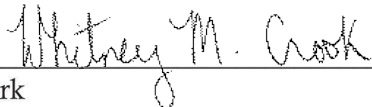
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio that:

Section 1: The Mayor is hereby authorized and directed to accept the quotation from SlideRenu, a copy of which is attached hereto and incorporated herein as Exhibit "A", in a total amount not to exceed Forty-Five Thousand Nineteen Dollars and No/Cents (\$45,019.00) for the resurfacing of three (3) slides located at the Beachwood Family Aquatic Center.

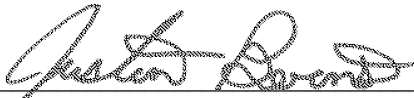
Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or efficient operation of the City; and for the further reason of the necessity to resurface the water slides at the Beachwood Family Aquatic; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

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


Clerk

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


Mayor



Interoffice Memo

Date: 12/2/24

To: City Council

From: Derek Schroeder, Community Services Director

RE: Resurfacing of 3 BFAC slides

I had originally included the resurfacing of the 3 tall slides at BFAC in my 2025 budget. However, since the Diving Board Project came in lower than expected, there are enough 2024 funds to encumber this expense this year. We had originally budgeted \$207,500 for the diving board project, but the total ended up being \$142,750. So, there is \$64,750 left in 101.531.57290.

Resurfacing will make the interior of the slides free of any sharp edges that can tend to scratch people's backs. SlideRenu currently does our annual slide maintenance and has provided a quote of \$45,019 to resurface all 3 slides. Because they would be doing the complete resurfacing of these 3 slides we would not be charged for these 3 slides in the annual maintenance agreement in 2025 (\$9,995 savings).

There are only 2 major companies that do slide resurfacing: Slide Renu and Safe Slide.

Quotes:

Slide Renu \$45,019.00

Safe Slide \$75,269.00

I am requesting to contract with Slide Renu and encumber the \$45,019.00 in the 2024 budget for work to be done in Spring, 2025. We would lower the 2025 budget accordingly.

Let me know if you have any questions / concerns.



WATER SLIDE RESURFACING PROPOSAL

Beachwood Family Aquatic Center

PROPOSAL #212229P.11.24.WS.1

SlideRenu®

AquaShield Products, LLC

5896 Chandler Court

Westerville, Ohio USA 43082

Sales: 614.948.2554

Technical: 440.781.0051

26 November 2024

www.SlideRenu.com

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PROPOSAL #212229P.11.24.CITY OF BEACHWOOD.OH.WS.1

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Make Every Day Look Like Opening Day!™

26 November 2024

Derek Schroeder
City of Beachwood
25325 Fairmont Blvd.
Beachwood, Ohio - 44122

AquaShield Products, LLC – dba SlideRenu® - is pleased to submit a turnkey proposal for all labor, supervision, equipment, materials, and the performance of all work necessary to resurface and/or repaint the water slide(s) and any other service item(s) noted in Exhibit A. located at the **BEACHWOOD AQUATIC CENTER**.

A. Coating & Joint Re-Caulking Process

Resurface the interior ride path surfaces of the water slide with our proprietary SlideRenu Aquatic coating system; ColorShield™ UV4 solid color PolySilox gelcoat fiberglass coating and (optional) clear chlorine resistant high gloss clear gelcoat sealer, ChloroShield™ GCS12. Paint exterior surfaces with ColorShield™ UV4 PolySilox gelcoat which has excellent adhesion to porous “chop spray” exterior fiberglass surfaces without the need of a primer. Re-caulk interior riding path slide joints as necessary.

The detailed process that we will follow for resurfacing the interior ride path and painting the exterior surface of your slide(s) is as follows.

PLEASE NOTE: Not all processes described below may apply to your project. These processes are listed solely to inform you of our full-service capabilities. See Exhibit A. for your specific scope of work, coatings to be used and additional repairs to be completed. Exhibit A is the Official Scope of Work quote in this Proposal.

A.1: Interior Riding Path Surface

The detailed process for resurfacing the interior ride path is described below.

- (1) Remove all calcium build-up, dirt, grime and suntan oils from the interior surface using SlideRenu descaling solution, Calcitrol™ and SlidePrep™, a PH neutral professional grade wax remover and degreaser specifically formulated to remove wax, suntan oils, body lotions and tough surface contaminants on water slides to ensure adhesion of our coatings to fiberglass surfaces.
- (2) Sand the interior ride path in a “cross hatch” pattern to create an adequate adhesion profile for the SlideRenu Aquatic coating system. **PLEASE NOTE:** *If the interior ride path was previously coated over the manufacturer's original coating, we will not completely remove the existing coating unless contained in the Scope of Work – See Exhibit A.*
- (3) Remove all powder and dust created from sanding the surface with a high-pressure air hose, commercial vacuum cleaner and/or pressure washer.

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PROPOSAL #212229P.11.24.CITY OF BEACHWOOD.OH.WS.1

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- (4) Wipe the interior ride path surface with a fast-evaporating solvent-based surface cleaner and adhesion promoter prior to applying the ColorShield™ UV4 PolySilox gelcoat. See attached standard color card. There is a \$ 200 color match fee (per color) for colors not shown on the color card. Depending on the age, color and condition of the slide, our deep penetrating fiberglass primer, ABC Primer™, may be applied prior to the application of the ColorShield™. Slides +25 years old require our ABC Primer to be applied to ensure adhesion and comply with our Warranty conditions.
- (5) Apply 2 coats of ColorShield™ UV4 PolySilox gelcoat on the interior ride path in accordance with the application process and coverage rates specified by the manufacture.

PLEASE NOTE: We do not resurface the entire 360° interior surface of closed flumes unless specified in the Scope of Work – See Exhibit A.

- (6) If required, apply 1 coat of ChloraShield™ gelcoat clear sealer over properly cured ColorShield™ on organic pigment colors such as shades of orange, yellow, pink, greens, red and purple. ChloraShield gelcoat sealer prevents excessive fading of bright colors from chlorine and UV degradation.
- (7) Wet-sand ChloraShield™ to remove any undesirable surface imperfections, airborne contaminants and positive or negative profiles that may arise after the final curing stage.

PLEASE NOTE: All interior surface coatings shall be sprayed unless the applicator determines that weather and other job site conditions preclude the use of spray equipment.

- (8) If surface needs further smoothness, wax the interior riding surface using a high-speed buffer to create a smooth, high gloss, slippery finish using SlideWax™ professional polymer wax and SlideGloss™ spray on finishing wax, fortified with Teflon®. These maintenance products may be purchased directly from SlideRenu to protect your slides for years to come.

A.2: Exterior Surface

The detailed process for repainting the exterior surface is described below.

- (1) Remove dirt, grime and other surface contaminants using a pressure washer and a low PH descaling solution, Calcitrol™ and SlideDetergent™, a high PH surface degreaser specifically formulated to remove leaf stains, bird droppings and tough surface contaminants. **PLEASE NOTE: If the Exterior surface was previously coated over the manufacturer's original coating, we will not completely remove the existing coating unless contained in the Scope of Work-See Exhibit A.**
- (2) Remove surface rust from the slide bolts exposed on all exterior fiberglass flanges using a wire wheel/brush and spot prime, if necessary, with SlideRenu stainless steel RustShield™ rust-inhibitor coating.
- (3) Wipe the exterior surface with a fast-evaporating solvent-based surface cleaner and adhesion promoter prior to applying the polysiloxane high gloss solid color coating.
- (4) Apply 1 coat of ColorShield™ UV4-PolySilox high gloss solid color gelcoat on the exterior surfaces in accordance with the application process and coverage rates specified by the manufacture.

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A.3: Interior Ride Path Seams

The detailed process for re-caulking the interior ride path slide seams is described below.

- (1) Remove loose, missing or worn slide joint caulk and wipe seams with a solvent-based caulk adhesion promoter. PLEASE NOTE: We do not re-caulk all seams unless included in Exhibit A. Re-caulking seams does not fully prevent leaks from occurring and is considered a wear item and not covered under our warranty.
- (2) Where possible, using a utility knife, create a V-shape caulking groove in the slide joint to ensure placement of the caulk. Joints that are permanently sealed with resin/hard-cured sealant will not be re-caulked unless specified in the Scope of Work – See Exhibit A.
- (3) Re-caulk joints with the slide manufacturers or industry standard replacement caulk such as SikaFlex® 291 Fast Cure. (PLEASE NOTE: These caulking compounds have a functional cure time of 1-3 days and remain semi-pliable when fully cured after 7 days.)

B. Certified Applicator

SlideRenu will appoint one of its certified applicators to perform all the work. We will notify the customer with the contact info of the on-site foreman not less than 5 days prior to starting the work. All of our technicians are OSHA certified, registered in the E-Verify program and comply with all CDC vaccination guidelines.

C. Job Site Access & Safety Precautions

Our technicians may access the water slides using ladders, self-erected scaffolding and/or man-lifts. Our certified applicators will carry adequate Worker's Compensation Insurance during the entire project. The work will be performed during the approved work hours as determined by the customer which will not be less than 10 hours/day.

Our technicians shall at all-times keep the premises free from accumulation of waste materials or rubbish caused by performing the work. Upon completion of the work, waste materials, rubbish and tools, equipment, machinery and surplus materials shall be removed from the job site. All building surfaces and work areas will be left "broom clean".

D. SlideRenu Surface Preparation Products

All water slide surfaces will be properly prepared with SlideRenu cleaning products and/or other commercial surface prep products which meet or exceed current environmental regulations, i.e. biodegradable, contain no lead, human safety, non-hazardous material disposal, etc. The surface preparation products will be applied in accordance with the surface prep application instructions provided by the manufacturer of the cleaners. Our certified applicators will have sole discretion over the type and brand of surface preparation products to be used on the slide.

E. Coating Specifications

The coatings will be applied in accordance with the application instructions provided by the manufacturers to ensure the long-term performance of the coating.

SlideRenu aftermarket waterslide coatings are formulated to form a chemical bond with existing gelcoat surfaces that, when cured, out-perform factory-applied epoxy resin gelcoat. The SlideRenu coating system penetrates deep into factory applied gelcoat and fills-in the microscopic porous fiberglass cavities to retard oxidation and chalking. The coating system will be sprayed only by qualified technicians.

Our coatings have been formulated especially for use on all types of color-faded gelcoat water slide surfaces. The coatings contain high-solid resins; low VOC's (fumes) or zero lead and have outstanding

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resistance to abrasion caused by riders, mats, tubes, etc. Unlike factory applied epoxy gelcoat or off the shelf marine gelcoat, SlideRenu fiberglass coatings are CHLORINE RESISTANT and suitable for pool water immersion and have excellent resistance to ultra violet light degradation. ChloroShield™, clear chlorine resistant high gloss gelcoat sealer was developed by SlideRenu to address the premature color fading of off the shelf marine gelcoats used by most contractors, especially bright colors such as red, orange, green and pink. ChloroShield™ gives you an added envelope of protection against color fading not available in off the shelf marine epoxy resin gelcoat. SlideRenu fiberglass coatings will provide a long-term WET-LOOK SHINE and color retention to all color-faded gelcoat water slide surfaces reducing, or in some cases, eliminating the need to polish the slides more than once each year. With proper maintenance the coating system should last about seven (7) years. The slides may also be resurfaced anytime they begin to look weathered or at the discretion of the water park management. The recoat time period depends upon the annual usage, i.e. wear and tear, volume of riders, operating hours, etc., of the slide and a variety of environmental factors that are specific to your particular geographic area.

SlideRenu fiberglass coatings and maintenance products have been specifically formulated to outperform marine polyester gelcoat and resist color fading. Most water slide applicators use off-the-shelf marine polyester gelcoat or automotive paints which are not suited for chlorine water immersion or abrasion from riders and, as a result, these coatings prematurely fade, chalk, turn yellow and peel after one season.

You can be sure that your slides will be resurfaced and protected with the most technologically advanced coating system in the water park industry today. We guarantee our coatings will protect your water slides for years to come (see Limited Product Warranty on our website at www.SlideRenu.com to view a copy online).

F. Optional Repairs, Services & Colors

During the course of our work, we may recommend other repairs to your slides for safety and structural reasons that are outside the scope of work defined in Exhibit A. You are under no obligation to accept any of our recommendations and we will not move forward on any of our recommendations without written approval from you.

Optional costs, IF NOT LISTED in Exhibit A., will be charged at the following on-site job rates:

- Re-Caulk Interior Joints: \$55/Seam.
- Permanently Seal Seams with PermaSeam™ Seamless Fiberglass System: \$ 300/Seam (36" width) PermaSeam™ is backed by a 3-YEAR WORKMANSHIP WARRANTY and a 5-YEAR, NO-LEAK GUARANTEE. Please Contact Us for a Custom PermaSeam™ Quotation.
- Additional Repairs Using Fiberglass Resin/Gelcoat: \$ 175/Hour/Technician (Includes Materials). PLEASE NOTE: Water slides 20+ years old and/or water slides that have been recoated or repainted numerous times typically require structural fiberglass repairs which cannot be determined until we are on-site. We will provide you with a quotation prior to undertaking any work we recommend outside the original scope of work contained in Exhibit A.

A custom color match fee of \$ 200/color may apply if you choose a color that is not on our standard Color Chart (See Attached Exhibit B). Please indicate your color selection on the Color Selection Approval Form – Exhibit D.

G. Optional Annual Maintenance Contract

If you don't have sufficient in-house resources to get your slide ready for opening day or to properly close down your slide at the end of the season, we can provide you with an annual maintenance contract.

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The scope of work includes cleaning, descaling, polishing, high-speed waxing all interior surfaces, re-caulking all ride path seams and repairing minor interior surface imperfections with fiberglass polyester resin. Discounts are available for multi-year contracts. If not included as part of our overall proposal, please contact us for a custom quote.

H. Work Completion Time

Our work completion time estimates are contingent upon a minimum of 8 hours/day of unrestricted access to the job site, complete shutdown of the waterslide and pool/deck to all guests, uninterrupted supply of service utilities and suitable weather conditions for applying caulking, coatings and other temperature sensitive materials. Customer is responsible for providing waste removal bins.

PLEASE NOTE: The actual start date of your project may be affected by weather conditions on projects started prior to your estimated start date. Additionally, weather conditions at your project site might affect the estimated start date of your project. So, we ask for your patience on the timing of your project, however, we will do everything possible to complete your project prior to your opening day.

I. Payment Terms

Due to upfront financial commitments with other vendors associated in this project, our standard payment terms are; (1) 50% down payment and (2) balance due upon completion of the project and delivery of our invoice. A 4% credit card processing fee will be assessed on the total amount charged when paying by credit card. If a 50% down payment cannot be made due to policy, then we will deliver and invoice the customer for materials shipped to the job site. Payment terms for the materials are NET 10 Days after receipt of the shipment.

If the project cannot be completely finished due to weather or other mitigating circumstances but the slide is put into operation, then the customer may hold-back up to 10% of the total project price until the open punch list items are completed by our certified applicator. If the project is cancelled by the customer for any reason, the customer agrees to pay for all the non-returnable custom-made coatings, surface prep products shipped to the job site and 10% of the total project value as indicated on Exhibit A, to compensate the certified applicator for loss of profit due to the cancellation.

J. Prices & Terms Validity

The prices and terms quoted in this proposal are subject to acceptance by an authorized representative and are valid until 1 May 2025.

K. Insurance

If requested, SlideRenu will furnish a Certificate of Commercial General Liability & Worker's Compensation Insurance evidencing such coverage and naming the contract holder as an additional insured beneficiary.

L. Standard Warranty

SlideRenu will provide a THREE (3) YEAR interior and FIVE (5) YEAR exterior warranty at the completion of the project which warrants the PERFORMANCE OF THE COATINGS used on the project against excessive; color fading, loss of gloss and chalking. YOU MUST PROVIDE SUFFICIENT PROOF THAT THE INTERIOR RIDE PATH HAS BEEN WAXED WITH A POLYMER WAX SUCH AS OUR **SLIDEWAX** AT LEAST ONCE DURING THE OPERATING SEASON IN ORDER FOR THE WARRANTY TO BE VALID.

If the product fails to perform in this manner, SlideRenu will, at its sole option, replace only the coatings which have failed with SlideRenu® brand or customer-specified coatings at no-charge or reimburse the customer for purchasing replacement coatings up to \$300/gallon. RE-APPLICATION LABOR IS NOT INCLUDED IN OUR PRODUCT WARRANTY.

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The WORKMANSHIP WARRANTY is ONE (1) YEAR from the completion date of the project and covers the delamination, blistering and cracking of the coatings. In the event the coating fails, we will repair the areas affected in accordance with the process described in Section A.1. at no-charge, or at our sole option, reimburse the customer for the cost of repairing the damaged area(s) based on the average of three (3) independent painting contractor quotes. All warranty claims must be made in writing within the proper allotted time period and will be settled by SlideRenu within a reasonable amount of time. Refer to our detailed Warranty posted on our website or you may request a copy by contacting us at Sales@SlideRenu.com

SURFACE CHIPS, GOUGES, GASHES, ETC. ARE CAUSED BY IMPROPER BATHING SUIT ATTIRE AND/OR ABRASIVE RAFT RIDING SURFACES AND ARE NOT COVERED UNDER THE WORKMANSHIP WARRANTY. WEAR AND TEAR CAUSED BY BEACH SAND TRANSPORTED BY RIDERS IS ALSO NOT COVERED UNDER THE WORKMANSHIP WARRANTY.

INTERIOR AND EXTERIOR SURFACES THAT HAVE BEEN PREVIOUSLY COATED AFTER THE INITIAL INSTALLATION ARE NOT COVERED UNDER OUR WORKMANSHIP OR PRODUCT WARRANTY UNLESS THE EXISTING COATING IS COMPLETELY REMOVED TO BARE FIBERGLASS AND IS INCLUDED IN THE SCOPE OF WORK ON EXHIBIT A.

M. Project Sign-Off and Final Acceptance of Work Product

Our certified applicator will make arrangements with the person(s) authorized to perform the final walk through, accept the final work product and to identify any deficiencies to be corrected before we leave the job site. If the authorized person fails to meet with our certified applicator at the pre-arranged time to execute the Sign-Off Sheet (Refer to Exhibit C), the project will be deemed to be accepted by the customer and our certified applicator will leave the job site. If requested by the customer to return to the job site to perform a final walk-thru after the certified applicator leaves the job-site, an additional mobilization fee may be charged.

The person(s) authorized to execute the Sign-off Sheet are listed below:

NAME	TITLE – PHONE NUMBER
NAME	TITLE – PHONE NUMBER

N. Proposal Acceptance

Please SIGN BELOW to accept this proposal and send us your color choice(s) so we can begin to manufacture the custom coating as indicated on the COLOR SELECTION APPROVAL SHEET.

Your signature on this proposal creates a legal and binding contract, the terms which are provided herein. Modification to the provisions contained above may be made upon written acceptance by both parties. Furthermore, your acceptance gives us permission to use any before, in progress and after pictures of any of the slides we service at your facility in our advertising/marketing materials.

PROPOSAL ACCEPTANCE

I, a duly authorized representative of the customer, hereby agree to the contractual provisions contained in this proposal and will submit a binding purchase order evidencing our acceptance of the price, payment terms and scope of work contained in this proposal.

Customer Signature

Date

Printed Name & Title

If you have any questions regarding this proposal, please don't hesitate to contact me. We look forward to working with you to restore, protect and extend the life of your water park's most vital assets.

Regards,

George M. Fischer
President



FIRST CHOICE FOR WATER PARKS



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EXHIBIT A

TOTAL TURNKEY PROJECT COST						\$ 45,019
#	Approved Scope of Work	Length'	Width"	Work Days	Cost	
1	COMBO BODY SLIDE					
	Resurface Interior Ride Path/Exit Step	193	36	7	\$ 18,845	\$ 18,845
	Wax Interior Ride Path	Included				
	Repaint Exterior Surface*					
	Re-Caulk Interior Ride Path Seams	Included				
	Fiberglass Repairs	Minor Included / Major Repairs Quoted on Site				
	Remove Existing Coatings (1)	No Primer Required / SlideRenu Coatings				
	Color(s) – SEE EXHIBIT B	Interior White				
2	OPEN BODY SLIDE					
	Resurface Interior Ride Path Surface	186	36	7	\$ 18,667	\$ 18,667
	Wax Interior Ride Path	Included				
	Repaint Exterior Surface*					
	Re-Caulk Interior Ride Path Seams	Included				
	Perform Fiberglass Repairs	Minor Included / Major Repairs Quoted on Site				
	Remove Existing Coatings (1)	No Primer Required / SlideRenu Coatings				
	Color(s) – SEE EXHIBIT B	Interior White				
3	DROP SLIDE					
	Resurface Interior Ride Path Surface	27	32	3	\$ 7,707	\$ 7,507
	Wax Interior Ride Path	Included				
	Repaint Exterior Surface*					
	Re-Caulk Interior Ride Path Seams	Included				
	Perform Fiberglass Repairs	Minor Included / Major Repairs Quoted on Site				
	Remove Existing Coatings (1)	No Primer Required / SlideRenu Coatings				
	Color(s) – SEE EXHIBIT B	Interior White				
4						
	Resurface Interior Ride Path					
	Wax Interior Slide Ride Path					
	Repaint Exterior Surface Slide					
	Re-Caulk Interior Ride Path Seams					
	Perform Minor Fiberglass Repairs					
	Remove Existing Coatings (1)					
	Color(s) – SEE EXHIBIT B					

NOTE: The above cost is based on all work defined above performed under one purchase order and one mobilization trip.

The turnkey proposal includes all delivery charges, labor, materials, site preparations, man-lift rental fees and all expenses associated with the completion of this project, the scope of which is defined in Exhibit A. (1) CUSTOMER CONFIRMED THAT INTERIOR SURFACE **HAS** or HAS NOT BEEN PAINTED AFTER INITIAL INSTALLATION BY THE MANUFACTURER. * Includes rental for man-lift if required.

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SlideRenu®

ColorShield™ UV4 PolySilox GELCOAT COLOR CHART



Colors represented are ink reproductions and should be used as guides for reference purposes only. ACTUAL COLORS can vary slightly in appearance due to slide location, lighting and surface textures. Contact SlideRenu® if you need an actual swatch.

AquaShield Products, LLC
www.SlideRenu.com

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Sales: 614-948-2554 • Service: 614-948-2557 • Technical Support: 440-781-0051

There is an additional \$ 200 charge for custom colors.

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EXHIBIT C

Notice of Completion Project Sign-Off Sheet

 NOTICE OF COMPLETION Project Sign-Off Sheet		
Customer:	Job Site Address:	
Contact:		
Scope of Work:		
WATER SLIDE RESURFACING	APU & TOWER RE-PAINTING	WATER SLIDE RESTORATION
Proposal #:	Proposal #:	Proposal #:
1. Color Match Acceptable ☐ 2. SlideRenu® Coating System Applied ☐ 3. Gloss / Shine Acceptable ☐ 4. Coating Adhesion Adequate ☐ 5. Smooth & Safe Interior Surface ☐ 6. Fiberglass Repairs Completed ☐ 7. Joints Caulked ☐ 8. Work Area Clean ☐ 9. Final Wet Inspection Completed ☐ 10. Other - ☐	1. Color Match Acceptable ☐ 2. SlideRenu® Coating System Applied ☐ 3. Gloss / Shine Acceptable ☐ 4. Coating Adhesion Adequate ☐ 5. Rust Converter/Inhibitor Applied ☐ 6. Stair Treads Cleaned ☐ 7. Non-Skid Coating / Tape Applied ☐ 8. Work Area Clean ☐ 9. Other - ☐ 10. Other - ☐	1. White Chlorine Haze Removed ☐ 2. Calcium Build-up Removed ☐ 3. Gloss / Shine Acceptable ☐ 4. Smooth & Safe Interior Surface ☐ 5. Fiberglass Repairs Completed ☐ 6. Joints Caulked ☐ 7. Final Wet Inspection Completed ☐ 8. Work Area Clean ☐ 9. Other - ☐ 10. Other - ☐
TOUCH-UP KIT PROVIDED ☐	TOUCH-UP KIT PROVIDED ☐	MAINTENANCE PROGRAM PROVIDED ☐
PRODUCT SAMPLE KIT PROVIDED ☐	PRODUCT SAMPLE KIT PROVIDED ☐	PRODUCT SAMPLE KIT PROVIDED ☐
SlideRenu® Certified Applicator		
Print Name:		Completion Date:
Signature:		
COMMENTS		
<i>I certify that the work completed by SlideRenu® has been done to my complete satisfaction. I AGREE NOT TO OPERATE UNTIL:</i> WATER SLIDE - 72 hours _____ Date: AQUATIC PLAYUNIT or TOWER 48 hours _____ Date:		
<i>Operating any of these pieces of aquatic equipment will cause the coatings to delaminate from the substrate and VOID the warranty.</i>		
CUSTOMER REPRESENTATIVE*		
Print Name:		Title:
Signature:		Date:
*NOTE: I acknowledge that I have full and final authority to accept, reject or comment on the work performed.		
SlideRenu - 32961 Van Ock Parkway, Unit #4, Avon Lake, Ohio 44017 - T: 440.930.2490 F: 440.633.5100		

EXHIBIT D

Color Selection Approval Sheet

SlideRenu®

COLOR SELECTION APPROVAL SHEET

Customer Name _____					
#	SLIDE/FEATURE NAME	INTERIOR COLOR		EXTERIOR COLOR	
		COLOR NUMBER	COLOR NAME	COLOR NUMBER	COLOR NAME
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

DATE: _____

APPROVED: _____
(Signature)

(Print Name & Title)



CUSTOMER REFERENCES

WATER SLIDE RESURFACING & RESTORATION

- Aquatica – SeaWorld, Orlando, Florida – Mark Hatton, 407.370.1531, mark.hatton@SeaWorld.com
- City of Rockville, Maryland – Martin Seitz, 240.314.8753, mseitz@rockvillemd.gov
- City of Hobbs, New Mexico – Brenda Taylor, 575.397.9200, btaylor@hobbsnm.org
- City of Beachwood, Ohio – Pete Conces, 216.212.1970, pete.conces@beachwoodohio.com
- City of Scottsdale, Arizona – Ken Shoup, 480.258.4871, ksho@scottsdaleaz.gov

AQUATIC PLAY FEATURES PAINTING

- City of New Albany, Indiana – Alicia Meredith, 812.949.5448, ameredith@cityofnewalbany.com
- Shades of Green, Lake Buena Vista, Florida – Mohamad Bachrouche, 407.824.6013, mbachrouche@shadesofgreen.org
- Connerton HOA, Land O' Lakes, Florida – Liz Daly, 703.628.4932, snldaly@gmail.com

WATER SLIDE TOWER STRUCTURES PAINTING

- City of Twinsburg, Ohio – Brandon Burns, 330.425.7161, bburns@twinsburg.oh.us
- Cibola Vista Resort & Spa, Peoria, Arizona – Phil McWilliams, 623.889.6767, phil.mcwilliams@bluegreenvacations.com
- City of Plainfield, Indiana – Isaac Hart, 317.839.7665, ihart@town.plainfield.in.us
- City of Kettering, Ohio – Sonja Rom, 937.296.3278, Sonja.Rom@Ketteringoh.org

SLIDEPADS – EDGEPADS – SOFT FOAM PLAY FEATURES

- City of New Albany, Indiana – Alicia Meredith, 812.949.5448, ameredith@cityofnewalbany.com
- Crème de la Crème, Littleton, Colorado – Sarah Nelson, 303.662.9150, snelson@cremedelacreme.com
- Kings Dominion, Doswell, Virginia – Eric Smith, 804.876.5215, eric.smith@kingsdominion.com
- City of Groveport, Ohio – Kyle Lund, 614.836.1000, klund@groveport.org

MAINTENANCE PROGRAMS

- City of Rockville, Maryland – Martin Seitz, 240.314.8753, mseitz@rockvillemd.gov
- Anthem Parkside at Merrill Ranch, Arizona – Ray Swinton, 520.723.6652, ray.swinton@ouranthemmr.net
- Shearwater Community, St. Augustine, Florida – Jill Flores, 904.342.3737, jill@myshearwater.com
- City of Frisco, Texas – John Chalfant, 972.292.6603, JChalfant@friscotexas.gov
- Carnival Cruise Lines, Fort Lauderdale, Florida – Nilda Torres, 305.406.8616, ntorres@carnival.com

Please visit our websites to view before and after pictures of our projects and installations

www.SlideRenu.com www.AquaticPads.com

Rachel Maloney – Customer Service: 614.948.2554

1 January 2022

www.SlideRenu.com

• 5896 Chandler Court, Westerville, Ohio - 43082 • O: 614.948.2554 • C: 440.781.0051 •

PROPOSAL #212229P.11.24.CITY OF BEACHWOOD.OH.WS.1

Page 13 of 13

Safe Slide Restoration®

"Restoring confidence in your slide."

Dale Cooper LLC DBA Safe Slide Restoration

P.O. Box 102, Farmington, MO 63640

O: 855-639-7543 / C: 573-225-4765

www.safeslides.com

November 27, 2024

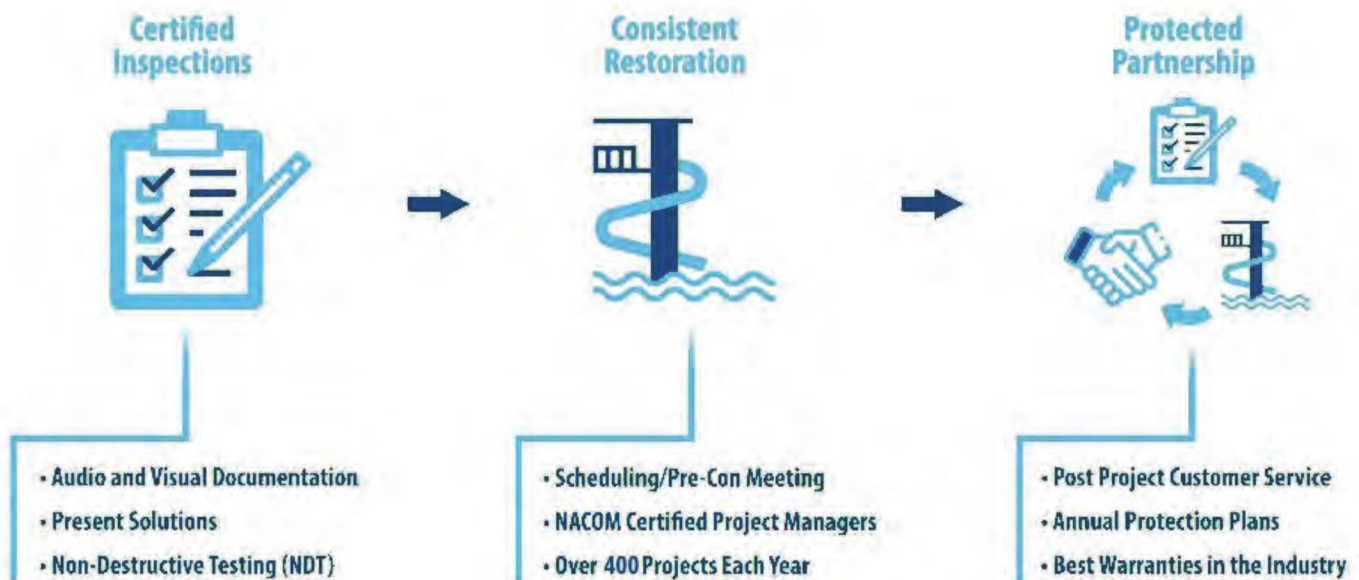
Beachwood Family Aquatic Center / Attn: Derek Schroeder
25125 Fairmount Boulevard. / Beachwood, Ohio 44122
216-292-1970 / derek.schroeder@beachwoodohio.com

Hello Derek,

The following is a proposal for the restoration of your water slides. This proposal is based on the information that was sent to Safe Slide Restoration. Our company is certified in fiberglass composites by the American Composite Manufacturer's Association (ACMA). We have over **30 years** of experience working with fiberglass and gel coat. Our company is certified by the Association for Materials Protection and Performance (AMPP) for steel. We are also NDT-certified to provide non-destructive testing. We have over **12 years** of experience working with steel structures.

We Have The Industry's Best Warranties

- There is a **1 – year warranty** on paint for adhesion – Steel
- There is a **5 – year warranty** on structural fiberglass repair not to delaminate.
- There is a **5 – year warranty** on gel coat and paint (available with yearly protection plan)



Guarantees

- All Project Managers are ACMA Certified
- Gel Coat Thickness Meets OEM Standards
- Meeting Deadlines
- Responsive



Slide Description:

Open Flume Body Slide – Blue & White
Closed to Open Flume Body Slide – Blue & White
Closed Flume Body Slide – Blue & White

Work Description:

Gel Coat - Interior:

- Remove failed coatings
- Repair all minor fiberglass repairs in ride path* (minor repair does not require laminating)
- All repairs will be done with vinyl-ester resin
- Prepare interior ride path for Gel Coat
- Add textured surface to start tub if needed
- Refinish interior ride path of slide with Gel Coat
- Gel Coat will be applied to a thickness of 20 - 24 mils.
- Premium Gel Coat will be used
- Recaulk all seams (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk

Project Amount: **\$75,269.00**

Note: This proposal expires in 30 days from the date on the first page of this document.

We at Safe Slide Restoration are committed to quality and customer satisfaction. We are an international company that provides services to the largest water parks and cruise lines in the world; and we look forward to putting our expertise to work for you. Please [visit our online store](#) to purchase any products you may need for maintenance, and feel free to call my cell at 573-225-4765 or our office at 855-639-7543 if you have any questions or comments.

Thank you for your consideration, we appreciate your time!

Sincerely,
Dalton King
Regional Customer Representative
dalton.king@safeslides.com

V.082024

Safe Slide Restoration®

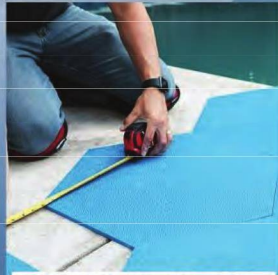
"Restoring confidence in your slide."

ADDITIONAL SERVICES



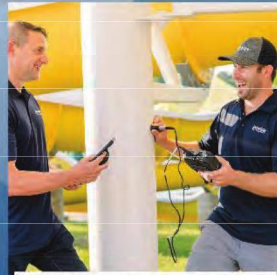
STEEL RESTORATION

- Sandblasting
- Rust Removal
- New Fabrication for Steel Components



FLOORING INSTALL

- Thermoplastics
- Textured Flooring
- Life Floor® Certified Installers



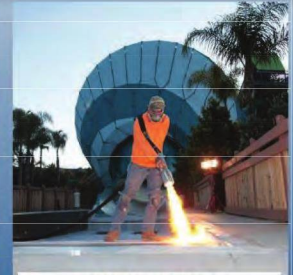
CERTIFIED INSPECTIONS

- Full Park Inspection
- State Certification
- Non-Destructive Testing



PROJECT INSTALLS

- Slide Installations
- Splash Pad Installations
- Hardware and Bolts Replacement



POOL RECOAT

- Thermoplastic Coating
- Fiberglass Repairs
- Lazy Rivers, Wave Pools, Catch Pools, etc.



Safe Slide
NACOM

Specialty Coatings and Maintenance Services
NACOM is a unique Safe Slide training program that combines multiple certifications into one score to identify the overall expertise of an individual or team.



Terms & Conditions

***Fiberglass repair is defined as any damage that is an obvious threat to the guests, (i.e. a chip or gouge with a sharp edge). This is not to be confused with cosmetic repair, (i.e. a spider crack with no flaking or raised edge). This does not include any major repairs that require fiberglass cloth and resin lamination.**

**** Because of the restrictions of our caulk being able to adhere to joints without the proper amount of surface area, we require that the seams are 3/16" wide to caulk them (If seams are too tight, the caulk will not adhere properly).**

Customer Expectations

Safe Slide Restoration reserves the right to have adequate access to the project area in order to complete the project as efficiently as Safe Slide Restoration deems necessary. This may require, but is not limited to: working 12 hours per day and seven days per week. The facility is responsible for providing access to an adequate water source (5 gallons per minute), electrical power (multiple circuits will be needed), and restroom facilities for the duration of the job. In the event that the project involves any chip repairs or gel coat application, Safe Slide inspectors are capable of using color charts on-site to provide a close match to the existing Gel Coat. (This is not to be confused with the manufacturer's exact color matching). Our customers have the right to request a draw down, but requests must be made 45 days before the Safe Slide crew arrives on-site. Recaulking seams does not apply if the seam has been previously permanently fiberglassed. We strive towards the very best finish that can be achieved; however, some pinholes may be present. Signature of this agreement is approval for use of photos and videos taken onsite to be used for marketing and documentation purposes. This Agreement shall be construed and governed by the laws of the State of Missouri. The parties agree that in the event any action is brought to enforce any terms of this Agreement or for damages for breach of the Agreement, the venue for such cause of action shall be Madison County, Missouri Circuit Court.

Customer Responsibilities

Safe Slide will provide draw down color options if requested 45 days prior to project start date. In the event that leaking seams are being addressed by Safe Slide Restoration, the customer is responsible for identifying and labeling seams on the interior and exterior of the slide (we recommend using a permanent marker in the ride path to label seams). The customer is responsible for identifying areas where lift is unable to operate. If a lift is required, Safe Slide is not responsible for any broken concrete, landscaping, etc. Safe Slide may require the removal of fencing to allow lift access to the water slide area if there isn't access through a gate opening. The customer is responsible for providing waste removal. The customer is required to provide access to restrooms to the Safe Slide crew for the duration of the project. A walk through of finished work and subsequent sign-off is required before Safe Slide's crew leaves the job site. Missing the post project walk through is equivalent to an approved sign off by the customer. Safe Slide Restoration will not be responsible for unscheduled return work in the case that the customer misses scheduled post project walk-through and subsequent sign-off. We recommend 20 test rides on your slide(s), with different body sizes and builds, if possible, before the season begins. We highly recommend daily documented dry inspections and test rides before operation with recorded indications/findings.

Possible Additional Charges (Fiberglass)

If there are any previous interior or exterior coatings not specified in the above work scope, there will be an additional charge for interior or exterior failed coatings. The pricing above does not include the cost of state taxes, licenses, or permits if required. Slides may require a second coat of exterior paint (especially when using yellow and orange colors) to achieve the desired finish. In the event that a second coat of paint is required, there will be an additional charge of 50% of the original paint price. A 2-3-point Tie-off system on top portion of closed flume slide may be needed if a lift is inaccessible. A cost of \$90 per panel will be assessed and tie offs will stay in place for customer use. An additional daily fee may be assessed if the project site is compromised due to negligence of customer or persons under the customer's control of said project site. If the customer does not show up and needs to postpone the post job walk through, there will be an additional charge for the delay. This will be determined by how long Safe Slide must stay on site in order to get the walk-through and sign-off which is required before our staff leaves the site. **The cost of a lift and/or scaffolding is not included in the above pricing.** If a lift and/or scaffolding is required, it will be the responsibility of the park to provide. **Due to the effects of rising materials and transportation costs, all prices are subject to change in accordance with these increases. We will continue our commitment to use quality products with your project, as always. Our team is working diligently to secure fair pricing in an ever-evolving market to curb any potential price increases. Thank you in advance for your continued partnership.**

Lien Information (Regarding CA, FL, IL, MO, OH, TX)

Warranty Information

2 – year fiberglass paint Workmanship warranty:

Our 2 – year workmanship warranty covers any delamination that occurs of the coating applied. This warranty **does not** cover fading, claims from extreme acts of nature, improper washing procedures, vandalism, improper maintenance with application of aggressive chemicals. This warranty period may become reduced or void if peeling occurs due to poor adhesion from the previous original or recoated substrate.

1 – year steel paint workmanship warranty:

Our 1 – year workmanship warranty covers any delamination that occurs of the coating applied. This warranty **does not** cover fading, claims from extreme acts of nature, improper washing procedures, vandalism, improper maintenance with application of aggressive chemicals. This warranty period may become reduced or void if peeling occurs due to poor adhesion from the previous original or recoated substrate.

5 – year structural repair workmanship warranty:

Our 5-year workmanship warranty covers delamination of fiberglass from original substrate. This warranty **does not** cover claims from extreme acts of nature, vandalism, or repair that overlaps a repair completed by a previous contractor.

5 – year gel coat and paint workmanship warranty:

Our 5 - year workmanship warranty is only valid if the facility chooses to participate in a yearly protection program with Safe Slide Restoration. If not, a standard 2 – year workmanship warranty will apply. Gel coat warranty covers delamination of applied gel coat only. This warranty **does not** cover damage from osmotic blistering, damage or deterioration of cosmetic surface finishes, including corrosion, cracking, chipping, crazing, discoloration, fading, oxidation of gel coat, or wet coring/substrates. This warranty does not cover substrates previously coated after the manufacturer's original coating, unless post-manufacturer coating is completely removed by Safe Slide prior to the application of the new coating. This warranty **does not** cover fading, claims from extreme acts of nature, improper washing procedures, vandalism, improper maintenance with application of aggressive chemicals. This warranty period may become reduced or void if peeling occurs due to poor adhesion from the previous original or recoated substrate. This warranty also does not cover any repairs that have been completed by a previous contractor.

Safe Slide Restoration does not offer any warranty for caulking of seams.

Confidentiality Agreement

The information in this document is confidential to the person to whom it is addressed and should not be disclosed to any other person. It may not be reproduced in whole, or in part, nor may any of the information contained therein be disclosed without the prior written consent of the directors of Safe Slide Restoration.

A RESOLUTION ACCEPTING A CERTAIN BID FROM KEN GANLEY FORD FOR THE PURCHASE OF ONE (1) FORD MUSTANG MACH-E GT ELECTRIC POLICE VEHICLE AND APPROPRIATING FUNDS FOR UPFITTING AND GRAPHICS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, three (3) bids were received by the Clerk on December 2, 2024, for the purchase and acquisition of one (1) Ford Mustang Mach-EGT Police Vehicle, pursuant to advertising for competitive bidding as required by law;

WHEREAS, the bid of Ken Ganley Ford, in a total amount not to exceed Fifty Thousand Eight Hundred Eighty-Seven Dollars and No/Cents (\$50,887.00) was the lowest and best bid received;

WHEREAS, the Police Chief recommends that Council accept the bid of Ken Ganley Ford;

WHEREAS, the Police Chief also requests an appropriation of funds in a total amount not to exceed Twenty-Five Thousand One Hundred Twenty-One Dollars and Thirty-One Cents (\$25,121.31) for the upfitting and graphics for this vehicle. This also includes a Five Thousand Dollar and No/Cents (\$5,000.00) contingency for any additional parts or components not accounted for within the quote.

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 Police Chief, the bid of Ken Ganley Ford is found to be the lowest and best bid received for the purchase and acquisition of one (1) Ford Mustang Mach-EGT Police Vehicle, in a total amount not to exceed Fifty Thousand Eight Hundred Eighty-Seven Dollars and No/Cents (\$50,887.00), and the appropriation of funds in a total amount not to exceed Twenty-Five Thousand One Hundred Twenty-One Dollars and Thirty-One Cents (\$25,121.31) is hereby granted for the upfitting and graphics for this vehicle.

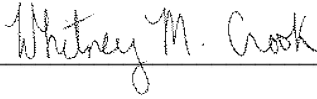
Section 2: The Mayor is authorized to enter into a contract on behalf of the City of Beachwood, Ohio with Ken Ganley Ford and to issue a purchase order in the total amount of Seventy-Six Thousand Eight Dollars and Thirty-One Cents (\$81,008.31) which includes the vehicle, upfitting, graphics, and the Five Thousand Dollar (\$5,000.00) contingency.

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 purchase be made as soon as possible for use by the Police Department for the safety and welfare of the public; 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 16th 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 17th day of December, 2024.


Clerk

Approval:

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


Mayor

CITY OF
Beachwood
VEHICLE BID FORM
MUSTANG MACH - EGT

DEALERSHIP NAME

KEN GAMLEY / FORD PARMA

BID AMOUNT

\$ 50,887.00

PHONE #

216-325-1519

ADDRESS

8383 BROOK PARK ROAD
PARMA, OH 44129

1. The City of Beachwood reserves the right to consider criteria other than price, to reject any and all proposals and to waive any informality in the bids received. Council will accept the lowest and best bid in accordance with law.

SIGNATURE: _____

GBB

DATE: _____

11-20-24

PRINT NAME: _____

GEORGE BODE

TITLE: _____

COMMERCIAL MANAGER

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.

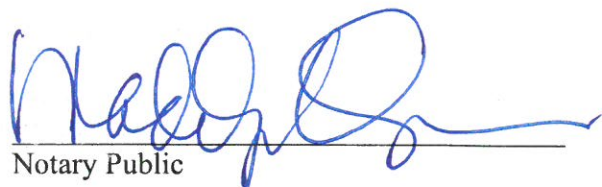
STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

sworn, deposes and says that GEORGE BODE being first duly
GEORGE BODE residing at
8383 BROCKPARK ROAD, PARMUA, OH 44129
(is)(a)(e) 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 21 day of November, 202 24




Notary Public

Dan Cicchella

From:
Sent:
To:
Subject:

K4S 2025 MACH E AWD
400A GT
99X DUAL MOTOR/91KW/EXTENDED RANGE BATTERY
44A SINGLE SPEED TRANSMISSION
G1 SHADOW BLACK
35 ACTIVE X PERFORMANCE GRAY
18B INTERIOR PROTECT PACKAGE

This will be a police vehicle for traffic use.

KEN GANLEY FORD PARMA

8383 Brookpark Road

Parma, OH 44129

216-398-1300

QUOTATION

CITY OF BEACHWOOD

23355 Mercantile Road

Beachwood, OH 44122

216-292-1913

November 20, 2024

Dan Cicchella

216-292-1495

dan.cicchella@beachwoodohio.com

FIN CODE QF168

QUANTITY	FORD CODE	ITEM	PRICE	PER	EXTENDED
1	K4S	2025 MACH-E AWD	50,387.00	each	50,387.00
	400A	GT			
	99X	Dual Motor / 91kWh Extended Range Battery			
	44A	Single Speed Transmission			
	G1	Shadow Black			
	35	Active X - Performance Gray			
1	18B	Interior Protection Package	485.00	each	485.00
		SUB TOTAL	50,872.00		50,872.00
1		Title	15.00	each	15.00
		TOTAL	50,887.00		50,887.00

Pricing is based on ordering the unit. Pricing good for 30 days. No charge for delivery to you.

FIN CODE QF168

IF YOU NEED A TEMP TAG: ADD \$20.00.

Estimated delivery February / March

George Bode

Commercial Accounts Manager

216-325-1519 Office

440-521-0635 cell

george@bobgford.com

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE ONE (1) 2025 CHEVROLET TAHOE POLICE VEHICLE FOR THE CITY OF BEACHWOOD, OHIO POLICE DEPARTMENT FROM TIM LALLY CHEVROLET; WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council, by prior legislation, has authorized the Mayor to enter into purchase orders with suppliers of products and/or services under the State of Ohio cooperative purchasing program which has received competitive bid contracts with such suppliers in accordance with the State laws permitting its political subdivisions to also take advantage of lower costs than municipalities would otherwise experience; and

WHEREAS, the Chief of Police has requested permission to purchase one (1) 2025 Chevrolet Tahoe for the Police Department through this State program;

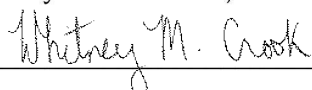
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Mayor is hereby authorized and directed to issue a Purchase Order to Tim Lally Chevrolet for the purchase of one (1) 2025 Chevrolet Tahoe for the Police Department, as authorized by the State of Ohio, Department of Administrative Services Contract No. RS1024953 in a total amount not to exceed Fifty Six Thousand One Hundred Fifty Dollars and No/Cents (\$56,150.00). The State has already completed competitive bidding requirements for this item; therefore, competitive bidding requirements are waived.

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 it is necessary to purchase this vehicle at the earliest time to ensure the efficient and safe operations of the Police Department; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

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


Clerk

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


Mayor

City of Beachwood
INTEROFFICE MEMORANDUM

TO: Justin Berns, Mayor

FROM: Daniel Grispino, Chief of Police 

DATE: December 6, 2024

SUBJECT: Purchase of 2025 Chevy Tahoe

The police department is requesting to purchase one 2025 Chevy Tahoe at state bid (state contract#RS1024953) pricing of \$56,150.00. This vehicle is a replacement for the fleet. Additional equipment will include a mobile radio in the amount of \$6,336.52 and emergency vehicle equipment upfitting by Hall Public safety in the amount \$16,966.40. The total appropriation of funds for upfitting will not exceed \$23,332.92.

Tim Lally Chevrolet S.A.V.E

Specialty,Advanced,Vehicle,Equipment

24999 Miles Rd Suite 1
Warrensville Heights OH 44128
www.timlallySAVE.com

Customer Information

Date

12/3/2024

Department	Beachwood PD		
Contact Name	Chief Grispio		
Address			
City, State, Zip			
Phone	440-376-8212	Alt Phone	
Email			

Light Color

☐ Red/Blue ☐ Red ☐ Blue

Light Bar Pattern

☐ Standard ☐ Custom

Notes: QUOTE: 2025 State Contract RS1023078 Lakeshore Blue Met. Orders must be placed by 12/18.

Customization:

Description

Price

Items Ordered

Item Total

CC10706 - Tahoe 2X4	\$48,568.00	1	\$48,568.00
5TF - Front Cloth/Rear Vinyl (No Charge)	\$0		\$0.00
9C1 - Police Pursuit Package 4X4	\$2,850.00	1	\$2,850.00
SW4 - Special Service Vehicle 4X4	\$2,999.00		\$0.00
5Y1 - Individual Driver and Passenger Seats	\$0.00		\$0.00
6C7 - Red and White Large Dome Light	\$170.00	1	\$170.00
6E2 - Key Common - MUST HAVE AMF	\$25.00	1	\$25.00
6J3 - Grille Lamps and Siren Speaker Wiring	\$92.00	1	\$92.00
6J4 - Horn Siren Circuit Wiring	\$55.00	1	\$55.00
UDA - XM Radio Delete	(\$70.00)		\$0.00
6N5 - Inoperative Rear Windows	\$57.00		\$0.00
6N6 - Inoperative Rear Locks and Door Handles	\$62.00		\$0.00
7X6 - Left Hand Spotlight (Included)	\$0		\$0.00
No Spotlight Deduction	(\$50.00)	1	(\$50.00)
9G8 - Delete Daytime Driving-Auto Lights	\$50.00	1	\$50.00
GNT- Special Paint (Blue and Red)	\$795.00		\$0.00
A50 -Front Bucket Seats Full Center Console	\$745.00		\$0.00
AMF - 4 Additional Key Fob Remotes	\$235.00	1	\$235.00
B30 - Carpet	\$275.00	1	\$275.00
BTV - Remote Vehicle Start	\$300.00		\$0.00
DRZ - Rear Camera Mirror	\$475.00	1	\$475.00
NHT - Max Trailering Package (SSV Only) MUST HAVE SW4	\$350.00		\$0.00
RD4 - High Polished Aluminum Wheels (SSV Only)	\$800.00		\$0.00
PQA - Safety Package MUST HAVE DRZ Rear Mirror Camera	\$395.00	1	\$395.00
UN9 - Auxiliary Ground Studs	\$95.00		\$0.00
LS1 - Street appearance Package	\$2,995.00	1	\$2,995.00
WX7 - Wiring Auxiliary Speaker	\$60.00		\$0.00
Federal Signal Light Ready Push Bumpers	\$895.00		\$0.00
3 Piece Cargo Area Window Bars	\$199.00		\$0.00
Charge Guard (Included in Package)	\$505.00		\$0.00
Dual Gun Mount	\$683.00		\$0.00
Federal Signal Marked Vehicle Package - Installed	\$6,595.00		\$0.00
Code 3 Marked Vehicle Package - Installed	\$6,295.00		\$0.00
Whelen Marked Vehicle Package - Installed	\$7,340.00		\$0.00
Full Prisoner Compartment - Installed	\$3,595.00		\$0.00
Havis K-9 Transport Full Compartment/Heat Alert	\$6,900.00		\$0.00
Havis Tablet Holder	\$695.00		\$0.00
Heat Alarm/No K-9 Left Behind/Door Popper	\$2,552.00		\$0.00
Heavy Duty Computer Mount	\$895.00		\$0.00
Loft Storage Tray	\$1,195.00		\$0.00
Magnetic Mic (2 Included In Package)	\$39.95		\$0.00
Open Hatch Light Package	\$195.00		\$0.00
Power Distribution Unit	\$349.00		\$0.00
Push Bumper LED lighting (2)	\$379.00		\$0.00
Rear Deck Warning Lights	\$395.00		\$0.00
Re-Chargeable LED Streamlight	\$195.00		\$0.00
Side Window Warning Lights	\$395.00		\$0.00
Single Gun Mount	\$595.00		\$0.00
Sound Off Signal Marked Vehicle Package	\$1,195.00		\$0.00
Full wrap push bumper add on	\$1,195.00		\$0.00
Running board lights 3 each side	\$1,574.00		\$0.00
shop tools and wire	\$495.00		\$0.00
Equipment change over (2 radios, antenna ect)	\$350.00		\$0.00
UTQ-Horn/Light flash disable with fob	\$50.00		\$0.00
**** Some options may not be available at time of order****	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
Temp Tag	\$20.00		\$0.00
Title Fee	\$15.00	1	\$15.00
7 Year unlimited mile warranty	\$3,900.00		\$0.00

Radio

☐ Self ☐ Remote

Make

Model

☐ Above Siren ☐ Below Siren

Radar

☐ Yes ☐ No

Placement:

Camera

☐ Yes ☐ No

Make

Model

Placement:

Computer/Tablet

☐ Yes ☐ No

Make

Model

Placement:

Opticon

☐ Yes ☐ No

Placement:

Guns

Rifle

☐ Yes ☐ No

Make

Model

Optic

☐ Yes ☐ No

Shotgun

☐ Yes ☐ No

Make

Model

Pistol Grip

☐ Yes ☐ No

Subtotal

\$56,150.00

Tax

Total

\$56,150.00



Estimate

EST-14576

Hall Public Safety Upfitters

2002 Midway Dr.
Twinsburg, Ohio 44087
3304251626
Hallpublicsafety.com

Remit to/Mailing Address
12400 Beechlawn Ave. N.E.
Alliance, Ohio 44601

Customer

Beachwood Police Department

25325 Fairmount Blvd
Beachwood, OH 44122

Estimate Date : December 03, 2024

Expiration Date : January 09, 2025

Ship To

23355 Mercantile Rd
Beachwood, OH 44122

Project : 2025 Admin Tahoe - SCE

Sales rep : Caleb Hall

#	Item & Description	Qty	Rate	Amount
1	SCE SKU : SCE ****The below stated estimate includes pricing equivalent to or less than Ohio Cooperative Purchasing and/or ODOT purchasing program. Any product that is not listed under these programs is calculated according to the program specification. MMA7671***	1.00 EA	0.00	0.00
2	Car will be ordered with street package- to include factory console and spotlight delete. siren controller and radio controller will be handheld	1.00	0.00	0.00
3	Whelen Cencom Core Amplifier Control Module SKU : C399	1.00 EA	857.46	857.46
4	Whelen Core Hand Held controller and microphone, 5 Position Progressive Light/Siren, Nine Push Buttons SKU : CCTL5	1.00 EA	287.06	287.06
5	Whelen Installation Kit for Cencom Core for 21-24 Chevy Tahoe SKU : C399K6	1.00 EA	114.70	114.70
6	Whelen WeCanX 16 Output Expansion Module SKU : CEM16	1.00 EA	177.32	177.32
7	Whelen Vehicle to Vehicle Module, Includes Internal Antenna SKU : CV2V	1.00 EA	225.06	225.06
8	Whelen Siren Amp WCX with two speakers, mounting bracket included SKU : CHOWLER	1.00 EA	573.50	573.50
9	Whelen compact 100 Watt Composite Speaker SKU : SA315U	2.00 EA	249.86	499.72
10	Whelen SA315 Mount Kit, for 2021 Tahoe SKU : SAK70	2.00 EA	31.62	63.24

#	Item & Description	Qty	Rate	Amount
11	Whelen Front/Rear Inner Edge DUO WeCanX XLP 12 Lamp, Blue/White, RST 10 Lamp Blue/Amber for 21-23 Tahoe SKU : BW54UFX-BSSP2XBW/BS54Z-BSSP2ZBA Front XLP- DUO blue/white Rear- RST- DUO blue/white (01-026H214-23D - Lighthouse exchange)	1.00 EA	2,019.05	2,019.05
12	Whelen ION Duo Blue/White, Black Housing with Smoked Lenses SKU : XI2E grill	4.00 EA	132.68	530.72
13	Whelen ION Duo Blue/White, Black Housing with Smoked Lenses SKU : XI2E 2 rear side windows, 2 lower rear window.	4.00 EA	132.68	530.72
14	Whelen ION-T Series Linear DUO Blue/White with Smoked Lens SKU : TL12EX undergate	2.00 EA	127.72	255.44
15	Whelen WeCanX Tracer Duo or Single 5-Lamp Housing, "L" Bracket (6 required) Or Vehicle Specific Purchased Separately SKU : TCRWX5	2.00 EA	713.00	1,426.00
16	Whelen WCX Tracer Primary TRIO R/B/W/ Smoked Lens SKU : TCRXXPJC	2.00 EA	96.75	193.50
17	Whelen WCX Tracer Secondary TRIO R/B/W/ Smoked Lens SKU : TCRXXSJC	8.00 EA	96.75	774.00
18	Whelen Tracer Running Board Mounting Kit for 21-23 Chevy Tahoe SKU : TCRB54A	1.00 EA	66.34	66.34
19	Whelen 6" round dome light, red/white SKU : 60CREGCS rear gate	2.00 EA	156.24	312.48
20	Havis Forward & Rearward Trunk Tray Box Combo for 2021-2024 Chevrolet Tahoe SKU : PKG-TTP-TAH-101	1.00 EA	2,272.00	2,272.00
21	Streamlight DS Stinger LED flashlight with dual switch-12v DC Charger SKU : 75812	1.00 EA	135.35	135.35
22	Data control harness and cables SKU : Data control	1.00 EA	175.00	175.00
23	Circuit breaker Safety circuit breaker	2.00 EA	75.00	150.00
24	Tessco Concealed Internal Antenna, 700mhz, 800mhz SKU : 454562	1.00 EA	169.95	169.95
25	Motorola 5 Watt External speaker SKU : HSN4019B MOUNTED IN HEADLINER- SAME AS CURRENT CAR WITH COVER ***new radio should come with speaker**	1.00 EA	65.99	65.99
26	Misc. wires, connectors, supplies and hardware SKU : Misc. wires	1.00 EA	350.00	350.00
27	Labor - Mobile SKU : Labor - Mobile Install front visor light, grill lights, siren speaker and bracket, rear window lighting, side window lighting, radio, siren switch box, Whelen core system, tracers, rear storage solution, flashlight, and portable charger, wire in and test onsite at BPD	1.00	4,000.00	4,000.00

#	Item & Description	Qty	Rate	Amount
28	Magnetic Mic SKU : MMSU-1 *Return mics not used*	4.00 EA	37.95	151.80
Sub Total				16,376.40
Shipping charge				590.00
Total				\$16,966.40

Notes

Thank you for your business !!

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

12400 Beechlawn Ave.
Alliance, Ohio 44601

Terms & Conditions

Estimate is good for 30 days



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: ENTERPRISE NEW, MODEL YEAR 2025 OR MANUFACTURER'S CURRENT PRODUCTION MODEL, LAW ENFORCEMENT VEHICLES (CHEVROLET TAHOE AND CHEVROLET SILVERADO Z71 POLICE PACKAGE 4WD PICKUP)

CONTRACT No.: RSI024953

CONTRACT ID: 23078

EFFECTIVE DATES: 11/06/2024 to 9/30/2025

SUPPLIER: TIM LALLY CHEVROLET

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. SRC0000022031. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the item(s) listed. The respective bid response, including the Instructions to Bidders and Standard Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 24 months unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

This Requirements Contract and any Amendments thereto are available from the OhioBuys public portal at the following address:

<https://ohiobuys.ohio.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Signed: _____

Kathleen C. Madden, Director

Date



1 - SPECIFICATIONS AND REQUIREMENTS

1.1 SCOPE:

These specifications define the State's requirements for new, Model Year 2025 or manufacturer's current production model, law enforcement vehicles to be utilized by State Agencies in the operation of State government, primarily for law enforcement work. This includes political subdivisions that are members of the Department of Administrative Services, Office of Procurement Services Cooperative Purchasing program.

Vehicles shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed below, must not be removed from the vehicle. Manufacturer's disclaimers indicate changes in product specifications may occur during the model year and they reserve the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished, including seat belts and shoulder harness.

1.2 CLASSIFICATION:

The information listed below is based upon vehicle purchases the Office of State Procurement had received from estimations from Agencies. Due to the life cycle of vehicles, usage data will change from year to year. The State makes no representation or guarantee as to the actual number of vehicles that will be purchased by participating agencies.

Item Number	Estimated Usage	Classification
3	60 Units	Chevrolet Tahoe: Sporty Utility Vehicle -Full Size-4 Door-V8- Rear Wheel Drive
5	20 Units	Chevrolet Silverado Z71 Police Package 4WD Pickup

1.3 APPLICABLE DOCUMENTS:

- A. Ohio Revised Code Section 125
- B. Ohio Revised Code Chapters 4501, 4503, 4513, and 4517
- C. Ohio Administrative Code Sections 4501:1-3-05
- D. Federal Motor Vehicle Safety Standards (FMVSS)
- E. Society of Automotive Engineers (SAE) Automotive Technical Standards
- F. Occupational Safety & Health Administration (OSHA) Regulations
- G. U.S. Environmental Protection Agency (EPA) Laws & Regulations
- H. Model Year 2025 or Manufacturer's most current Model EPA Fuel Economy Guide
- I. State of Michigan, Department of State Police, National Law Enforcement & Corrections Technology Center and Department of Technology

1.4 REQUIREMENTS:

In addition to the Model Year 2025 or Manufacturer's most current Model Year State of Ohio Law Enforcement Vehicles minimum specification sheets, the following items of factory-installed equipment shall be required as Standard Equipment on each vehicle listed in this bid, unless otherwise noted. Optional Equipment required to be furnished on the unit is noted on the State's Specifications. Options listed herein, are to be factory installed except for items(s) not available from the factory.

1.4.1 - REQUIRED STANDARD EQUIPMENT:

The following is required standard equipment:

- A. 12V power point
- B. Rust Proofing: Each vehicle listed in this bid shall have the Manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty is to be included with this bid certifying compliance of this requirement. NOTE: Failure to provide this warranty may result in disqualification of this bid.
- C. Spare wheel and tire
- D. All vehicles to be delivered with fuel tank at least one-half (1/2) full.
- E. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system.

Radio Suppression shall be equipped with noise suppression equipment for two-way radio operation, which shall suppress vehicle electrical and electronic generated radio frequency interference problems. Broad band vehicular generated noises shall not exceed ½ microvolt, as measured by the 12 DB SINAD method, at the two-way radio receiver antenna. Further, the vehicle shall not produce any on-frequency interference problems encountered with any of the on-board systems of the supplied vehicles. It is the responsibility of the contractor to ensure that operation of properly installed two-way mobile low band radio transmitters will not adversely affect the operation of the vehicle in any manner.

- F. Tires: Shall be as recommended by the manufacturer for the vehicle specified, and shall be premium quality of recognized manufacturer, all season, steel belted radials, black walled, and meet the minimum speed rating specified (unless otherwise specified).
- G. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and manufacturing standard and will be specified on the order. Certain items may require specific paint as noted. Bidder to note which colors are standard at no extra cost on each item bid. If no chart is submitted or no notations are made it will be assumed all colors are standard and no additional compensation will be made for any factory color ordered.
- H. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refers to air bag system.
- I. Additional Option Package: This has been included on the Item Grid for the bidder to include several of their more popular options. In the event of an order for one (1) or more of these options, it is the responsibility of the contractor to assure that the entire content(s) of the Option Package is made available to the ordering entity and is what the ordering entity is requesting to be included with their purchase.

1.4.2 - OPTIONAL EQUIPMENT, TRUNK LID WARNING FLASHING LIGHTS:

Inside Trunk Lid Warning Flashing Lights are to be installed as high as possible to provide maximum visibility from the rear of the vehicle.

1.5 DELIVERY:**1.5.1 - ORDER CONFIRMATION:**

Upon receipt of an order from an ordering agency, contractors are expected to enter orders with the factory within two (2) days after of receipt of purchase order. The contractor will confirm receipt of the agency's order and projected shipping date to the ordering agency within two (2) working days, by either fax or electronic means. The confirmation document shall confirm the contractor's order number, specific item(s), order quantities, unit price, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the agency's order with the contractor's order number entered thereon. Delivery to the ordering agency is to be accomplished within seven (7) days after the contractor receives and services ordered items (for Delayed Delivery refer to section 1.5.3).

1.5.2 - ORDERING ENTITY CONTACT:

Any State of Ohio ordering entity and/or political subdivision ordering from this contract needs to be sure that they have included a contact, phone/fax numbers on the purchase order to the dealership. State's Cooperative Purchasing members need to be sure to include their current membership certificate number and / or a copy of their current membership certificate when placing an order to the dealership.

1.5.3 - DELAYED DELIVERY:

- A. Certain agencies may require delayed delivery on various items within this Contract. For any vehicle order that requests delayed delivery, the storage charges per day shall commence seven (7) calendar days after agency contact person notification that vehicle(s) so ordered are serviced and ready for delivery. The rate of such charges be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.
- B. If ordering entities elect to take delivery at the Contractor's place of business, pickup must be within seven (7) calendar days after notification that the vehicle is serviced and ready for pickup. If the vehicle is not picked up within the seven (7) calendar days after notification, the ordering entity is subject to a storage charge. The rate of such charges shall be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.

1.5.4 - DELIVERY INSTRUCTIONS:

The transporting and delivery of automobiles shall be accomplished by surface transport, or by being driven individually. Tow bar delivery is not acceptable. All deliveries shall be effected per bid commitment. Failure to meet delivery requirements may be cause for cancellation, only with the approval of the Office of Procurement Services.

1.5.5 - MANUFACTURERS PRODUCTION TERMINATION NOTICE (BUILD-OUT):

- A. The contractor is required to notify the Office of Procurement Services when build out dates are released by the manufacturer. A Build Out Schedule is listed in the Contract to assist entities in planning vehicle purchases. If an order is accepted by the contractor after the build out date and price protection for the new model year has not been established, the normal delivery timeline for delivery is required.
- B. Orders prior to manufacturer production termination notice (build-out date): All orders placed against any contract resulting from this bid, shall be provided to the contractor no later than the manufacturer's build-out date, which in the past is usually around March, but may be much earlier. Agencies will be notified of these dates but are urged to submit their orders as quickly as possible after receipt of the contract.
- C. All orders received and accepted by the contractor on, or prior to, the build-out date shall guarantee delivery of the vehicle as described on the purchase order at the Contract price.
- D. Any order received by the contractor after the build-out date will be subject to availability. The contractor reserves the right to accept or reject these orders. The contractor will be required to notify the ordering agency, within five (5) working days, after the purchase order has been received by the contractor, whether the purchase order will be accepted or rejected. If the purchase order cannot be accepted it shall be returned to the ordering agency by the contractor. Once accepted, the contractor shall be required to fulfill the order. Failure to do so may result in the ordering agency purchasing a comparable vehicle from another source. The contractor will be held liable for any difference in price.

1.6 NOTES:1.6.1 – WARRANTY:

Unless ordered with extended warranty, manufacturer's standard warranty shall apply, copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.

1.6.2 – SPECIFICATION CONFORMATION & EXTRA ACCESSORIES:

Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with State of Ohio requirements. Any extra accessories delivered on vehicles cannot and will not be paid for.

1.6.3 - ORDERING REQUIREMENTS/LIMITATIONS:

Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Be sure such requirements are noted. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.

1.6.4 - ADDITIONAL OPTIONS:

Bidders may elect to quote some of their more popular options for the item being bid. The options(s) being offered must be available for the item being bid. The additional options being offered must not change the item model being bid.

If offering additional options, include the information in the Additional Option Package on the Item Grid.

1.6.5 – DIFFERENTIAL TYPE/RATIO:

For the purposes of this bid the terms limited slip, anti-spin, automatic locking, rear locking, TRAC-LOC, etc. are to have the same meaning. The bidder is to state the standard rear axle ratio being provided (include information on the Specification Identification, Unspecified Option Price, & Delivery form and attach form via Questionnaire) and is to quote any additional ratio that may be available when preparing their bid.

1.6.6 - MILES PER GALLON REQUIREMENT (2019 DATA) EPA ESTIMATED MILEAGE:

Vehicles bid shall be equipped with an engine that meets at least the minimum requirements for the EPA Estimated Mileage as stated in the State of Ohio specification sheet. In the instance where an EPA Estimated Mileage is not available, the bidder is to supply the manufacturer's estimated mileage for the engine quoted.

1.7 - SPECIFICATION SHEETS:

Shown below are the specifications requirements for equipment that the State desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Department of Administrative Services. List all deviations providing equivalent performance in the Questionnaire. Failure to comply may deem the bid not responsive.

Item 3: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V8 – RWD (4x2)

Line No.	Standard Specification Items	Minimum Requirements
Brand		
1.	Manufacturer Make	Chevrolet (No Equivalent Offer)
2.	Manufacturer Model	Tahoe (No Equivalent Offer)
Powertrain		
3.	Engine Type (Liter/Cylinder)	5.3L, V8
4.	Horsepower (Net HP)	355
5.	Transmission	Automatic, 10 Speed
6.	Drive Type	Rear 2-Wheel Drive
7.	Alternator (amps)	250
8.	Flexible Fuel Vehicle (FFV)	No
9.	Battery (CCA)	760
10.	Cooling System	Heaviest Duty Available
11.	EPA Estimated Mileage (City/Highway MPG)	15/19 (Gasoline)
Drivability		
12.	Steering	Electric Power-Assist
13.	Power Antilock Brakes (ABS) Front & Rear	Required
Exterior		
14.	Number of Doors	4
15.	Wheelbase (in.)	120.9
16.	No Body Side Molding	Required FR & RR
17.	Exterior Mirrors – Right & Left Mounted	Power Remote
18.	Paint – Specify Standard Colors	Dark Ash Metallic, Black, Sterling Grey Metallic, Summit White, Lakeshore Blue Radiant.
19.	Left Handed Spotlight, Pillar Mounted	Required
20.	Tires – Pursuit/Speed Rated per Manufacturer Recommendations	All Season, Steel Belted, Black Wall
21.	Spare Tire/Wheel	Required
22.	Assist Steps	Required
Safety		
23.	Air Bag Restraint System (Driver & Passenger)	Required
24.	Supplement Restraint System (Driver & Passenger)	Required

Item 3: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V8 – RWD (4x2) (continued)

Line No.	Standard Specification Items	Minimum Requirements
Seating		
25.	Seating Capacity	6
26.	Seat Covering	Cloth FR, Vinyl RR
27.	Floor Covering	Heavy Duty Rubber
28.	Front Seat Type	Bucket Adjustable – No Center Console
29.	Rear Seat Type	Split 60/40 Bench
Interior		
30.	Arm Rest on Front Doors	Required
31.	Foam Front Seat Cushion	Required
32.	Trunk/Cargo Light	Automatic
33.	Interior Lighting	Overhead Dome & Map or Dome Driver Light
34.	Interior Rear View Mirror	Day/Night
Dimensions		
35.	Fuel Capacity (Gal.)	24
36.	Base Curb Weight (lbs.)	5,717
37.	Headroom (Front/Rear) (in.)	42/38
38.	Leg Room (Front/Rear) (in.)	45/39
39.	Hip Room (Front/Rear) (in.)	60/60
40.	Shoulder Room (Front/Rear) (in.)	64/65
41.	Interior Cargo Area/ Cargo Area Seats Folded Down (cu. ft.)	25.5/72.6
Accessories		
42.	Keyed Door Lock (Driver Side Minimum)	Power w/Remote Keyless Entry
43.	Glass	High Strength, Factory Tint
44.	Rear Window Defroster	Wired in Glass
45.	Fresh Air Temperature Controlled Heater	With Windshield Defrosters
46.	Intermittent Windshield Wipers	With Dual Speed
47.	Air Conditioning	Required
48.	Radio – Factory Installed	AM/FM
49.	Radio Suppression System	Required
50.	12 Volt Power Outlet, in Front Compartment	Required
51.	Fuel at Delivery	½ Tank
52.	Speedometer/ Standard Gage Package	Required
53.	Hood Latch Release	Inside Passenger Compartment only, by Driver Side
54.	Dual Horns, Factory Installed	Required

Item 3: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V8 – RWD
(4x2) (continued)

Line No.	Standard Specification Items	Minimum Requirements
Accessories		
55.	Electronic Door Locks/ Electronic Windows	Driver Control Lock Out (Required)
56.	Rear Window Wiper/Washer	If applicable
57.	Remote Control Rear Gate Release by Driver	Required, if available
58.	Rear Door	Lift Gate
Warranty		
59.	Rust Proofing	Min. Factory Warranty
60.	Manufacturer Standard	Min. 3 yr./36,000 Mile
61.	Powertrain	Min. 5 yr./100,000 Mile
Optional Equipment Items		
62.	45-Day Tags	
63.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	
64.	4-Wheel Drive SSV Package	
65.	Grill Lamps & Siren Speakers Wiring	
66.	Horn & Siren Circuit Wiring	
67.	Auxiliary Ground Studs	
68.	Carpet	
69.	No Spotlight	
70.	No Daytime Running Lights	
71.	Locking Differential – Included with Vehicle	
72.	Special Paint: Red	
73.	Inoperative Inside Rear Door Locks & Handles	
74.	Inoperative Rear Window Switches	
75.	XM Radio Delete	
76.	Bucket Seats with Console	
77.	High Polished Aluminum Wheels	
78.	Max Trailering	
79.	Pursuit Police Package – Included with 2X4	
80.	2nd Row Vinyl Seats w/ Cloth Front	
81.	Front Center Seat (20%Seat) Delete	
82.	Red & White Front Auxiliary Dome Lighting	
83.	Street Appearance Package (factory console, spot light delete, full wheel covers, cloth rear seats, carpeting)	
84.	Perimeter Anti-Theft Alarm with remote start option	
85.	4 Wheel Drive PPV Package	
86.	Additional Option Package: 6E2 (Key Common)	
87.	Additional Option Package: PQA (Safety Package)	
88.	Additional Option Package: DRZ (Rear Mirror Camera)	

Unspecified Option Price: 3.00% above manufacturer invoice.

Delivery Days After Receipt of Order: 180 Days ARO

ITEM 5: AUTOMOBILE – POLICE SPECIAL – PICKUP – 4 DOOR – V8 – 4WD

Line No.	Standard Specification Items	Minimum Requirements
Brand		
1.	Manufacturer Make	Chevrolet (No Equivalent Offer)
2.	Manufacturer Model	4WD Police Silverado Z71 (No Equivalent Offer)
Powertrain		
3.	Engine Type (Liter / Cylinder)	5.3L, V8
4.	Horsepower (Net HP)	355
5.	Transmission	Automatic, column shift
6.	Drive Type	Four Wheel Drive
7.	Alternator (amps)	220 AMPS
8.	Flexible Fuel (FFV)	Not Required
9.	Battery (CCA)	730 CCA AGM
10.	Cooling System	Heaviest Duty Available
11.	EPA Estimated Mileage (City/Highway MPG)	14/17
12.	Pursuit Rated	Required
Drivability		
13.	Steering	Electric Power-Assist
14.	Power Antilock Brakes (ABS) Front & Rear	Required
Exterior		
15.	Underbody Skid Plate	Required
16.	Rear Door Type	Locking Tailgate
17.	Bed Length (ft.)	5.66
18.	Rear Step Bumper	Manufacturer Standard
19.	Paint	Summit White, Black, Red Hot, Sterling Grey Metallic
20.	Left Handed Spotlight, Pillar Mounted	Required
21.	Tires – Pursuit/Speed Rated per Manufacturer Recommendations	All Season, Steel Belted, Black Wall
22.	Spare Tire/Wheel	Required
Safety		
23.	Restraint System (Driver & Passenger)	Required
24.	Supplement Restraint System (Driver & Passenger)	Required
25.	Power Antilock Brakes (Front and Rear)	Required
26.	Rear Camera	Required
27.	Heavy Duty Performance Shocks	Required

ITEM 5: AUTOMOBILE – POLICE SPECIAL – PICKUP – 4 DOOR – V8 – 4WD (continued)

Line No.	Standard Specification Items	Minimum Requirements
Seating		
28.	Seating Capacity	5
29.	Front Seat Type	Bucket
30.	Seat Covering	Cloth
31.	Floor Covering	Vinyl
Dimensions		
32.	Wheelbase (in.)	147.4
33.	Fuel Capacity (Gal.)	24
34.	Headroom (Front/Rear) (in.)	43/40.1
35.	Leg Room (Front/Rear) (in.)	44.5/43.4
36.	Hip Room (Front/Rear) (in.)	62/60.2
37.	Shoulder Room (Front/Rear) (in.)	66/65.2
38.	Ground Clearance (in.)	9.2
39.	Payload (lbs.)	1,850
40.	Towing Capacity (lbs)	9,300
Accessories		
41.	Air Conditioning	Required
42.	Tilt Wheel & Cruise Control	Required
43.	Glass	High Strength, Factory Tint
44.	Rear Window Defroster	Wired in Glass
45.	Fresh Air Temperature Controlled Heater	With Windshield Defrosters
46.	Power Windows & Door Locks	Required
47.	Keyed Door Locks	Required
48.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
49.	Intermittent Windshield Wipers	Required
50.	Radio	Standard AM/FM (less SAT)
51.	Radio Suppression System	Required
52.	Exterior Rear View Mirror	Dual
53.	Cargo Dome Light	Automatic
54.	Fuel at Delivery	½ Tank
55.	Speedometer/ Standard Gage Package	Required

ITEM 5: AUTOMOBILE – POLICE SPECIAL – PICKUP – 4 DOOR – V8 – 4WD (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
56.	Rust Proofing	Min. Factory Warranty
57.	Manufacturer Standard	Min. 3 yr./36,000 Mile
58.	Powertrain	Min. 5 yr./100,000 Mile
Optional Equipment Items		
59.	45-Day Tags	
60.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	
61.	Trailer Tow Package	
62.	Backup Alarm System	
63.	Pre-Collision Assist w/ Pedestrian Detection	
64.	Daytime Running Lamps	
65.	Integrated Trailer Brake Controller	
66.	Power Glass Heated Sideview Mirrors	
67.	Manual Folding Power Glass Trailer Tow Mirror	
68.	LED Sideview Mirror Spotlights	
69.	Reverse Sensing System	
70.	Bed Divider	
71.	Drop-In Bedliner	
72.	Spray-In Bedliner	
73.	Street Appearance Package (factory console, spot light delete, full wheel covers, cloth rear seats, carpeting)	
74.	Perimeter Anti-Theft Alarm with remote start	
75.	Additional Option Package - Power Seat	
76.	Additional Option Package - Rear Door Lock Disable	
77.	Additional Option Package - Rear Window Disable	

Unspecified Option Price: 3.00% above manufacturer invoice.

Delivery Days After Receipt of Order: 180 Days ARO

2 - STANDARD TERMS AND CONDITIONS:

State of Ohio [Standard Terms and Conditions](#) (revised 03/01/24) will apply to this Contract.

3 - CONTRACT SPECIFIC TERMS AND CONDITIONS:**3.1 - ORDER OF PRIORITY:**

The order of priority of the Contract will be the following: 1.) Specifications and Requirements; 2) Contract Specific Terms and Conditions; 3) Standard Terms and Conditions.

3.2 - AMENDMENT TO CONTRACT TERMS AND CONDITIONS:

The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

3.3 - BRAND SPECIFIC:

The items listed are being bid by specified manufacturer brand pursuant to Ohio Administrative Code 123:5-1-10 (D)(6). No other brands of products will be acceptable.

3.4 - FIRM FIXED-PRICE CONTRACT:

The Contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

3.5 - OPTIONS PRICING NOTE:

Options prices bid are to be less than the manufacturer's suggested retail price(s) (MSRP). Bidder signifies by the completion of "Bid Certification" in their response that the option prices bid are less than MSRP. Bidders found to be over charging for options during bid evaluation may have those options deleted from any award. Bidders found to be over charging for options at the time of invoicing will be required to submit corrected invoices reflecting proper pricing.

Bidders must indicate whether an option item is included with the base unit, no additional charge, not available, or a price for the option. On the Item Grid, the following must be used to indicate one of those choices:

- Included with base unit or available at no additional charge: On the Item Grid, enter \$0.00
- Not available: On the Item Grid, mark 'Yes' in the Decline column
- Price: On the Item Grid, enter the dollar value

3.5.1 - REQUIRED OPTIONS:

Line items with a value greater than 0 in the "Units to Evaluate" are Required Options. Failure to offer a Required Option may deem your bid response not responsive and ineligible for award. Bidders must either, indicate the Required Option is included with the base unit or available at no additional charge by entering \$0.00, or providing a price. Bidders that decline a Required Option or respond with no cost but cannot provide this item may be deemed not responsive and ineligible for award.

If an option is not available as original factory equipment and is supplied as an aftermarket item, the Dealer Part Number field is to include an "AM" designation.

3.5.2 - ADDITIONAL OPTION PACKAGES:

Bidders may elect to supply pricing for popular or common option packages not included as a required options on the Item Grid. Additional option packages quoted will be made available to the ordering entities at the discretion of DAS, as part of the Contract.

3.5.3 - UNSPECIFIED OPTION PRICE:

Unspecified option price is the percentage above the manufacturer's invoice cost that is used to calculate unit cost for non-specified optional equipment required by an ordering entity.

Any option not specified on the Item Grid will be made available to the ordering entities, following Contract award and DAS approval, at the Unspecified Option Price. Bidder is to specify the percentage on the Specification Identification, Unspecified Option Price, & Delivery form and attach form via Questionnaire. If no Unspecified Option Price is provided by the Bidder, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price specified by the Bidder will not be used in the vehicle evaluation.

3.6 - TRANSPORTATION CHARGES:

Any items(s) ordered from this Contract shall be delivered F.O.B. destination to any state agency or any political subdivision located within the State of Ohio as stated on the purchase order, at the rate per mile, per vehicle delivery charge as listed on the item page. When generating orders, contact the contractor and establish the total round trip miles for one (1) vehicle from dealers location, using the State of Ohio Official Highway Map, unless some other mutually agreed upon method is acceptable.

3.7 - MINIMUM DELIVERY CHARGE:

This charge is to be used when the rate per mile per vehicle, as listed on the catalog, times the number of round-trip miles is less than the minimum delivery charge. The contractor may not bill for both the rate per mile, per vehicle and the minimum delivery charge.

3.8 - PLACEMENT OF ORDERS:

Ordering entities are strongly encouraged to place orders as early as possible in the model year. Purchase orders for any item(s) listed in a contract, awarded pursuant to this bid, will be placed directly with the contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

3.9 – PURCHASE ORDERS:

The Purchase Orders for item(s) listed in this Contract will be placed directly with the contractor by the ordering agency. All purchases, made by state agencies only, will be placed using either the official State of Ohio Purchase Order or, by a purchase order issued by the State's third-party financing administrator. The State will not be obligated to pay for purchases of any supplies or services, made by any other method. No order shall specify delivery to exceed thirty (30) days beyond the expiration, termination, or cancellation date of the Contract. A Purchase Order will authorize the contractor to provide the required supplies or services and, upon delivery, acceptance and submission of a proper invoice, will obligate the ordering agency to pay for the supplies or services furnished by the contractor.

When applicable, purchase orders may be placed for delivery to the agency on a quarterly basis. Any orders issued prior to the expiration, termination, or cancellation date of the Contract, which require delivery up to ninety (90) days beyond the approved expiration, termination, or cancellation date are to be fulfilled by the contractor.

ALL purchase orders placed against this Contract are to contain verbiage exactly as to how the title, delivery instructions, etc. are to read, i.e.:

TITLE TO:

SHIP TO:

BILL TO:

AGENCY TAX NO. _____

AGENCY _____

ADDRESS _____

CITY/STATE _____

COUNTY _____ CONTACT _____

TELEPHONE _____

3.10 - SUBMISSION OF INVOICES:

Refer to the Standard Contract Terms and Conditions; IV, Order and Payment Provisions. Invoices will not be issued prior to receipt of a purchase order.

3.11 – PAYMENT:

During the term of this Contract, a third-party financing option will be made available to State agencies only; not to political subdivisions. The contractors (dealers) will be notified by the State to review the order to pay process utilized by the third-party administrator. Contractors will continue to receive payment in full; either from the State or the third-party administrator. If payment is received from the third-party administrator, the title to the vehicle is to (may) be forwarded to the third-party administrator. If a third-party administrator is used for payment, there could be a delay in receipt of payment.

It is unknown which agencies may purchase through a third-party administrator or quantity of vehicles being purchased. This payment method may increase the number of vehicles purchased. Electronic Funds Transfer (EFT) may be used as payment method with mutual agreement between the third-party financing administrator and the dealer.

Payment will be issued once full order is completed and vehicles are delivered to ordering agency.

3.12 - CANCELLATION AFTER ORDER CONFIRMATION:

If an ordering agency needs to cancel any units due to agency error (wrong vehicle, over purchase, discontinued use, inventory reduction, etc.) after receiving the confirmation from the factory as described in Section 1.5.1, Delivery, the contractor may accept or reject the cancellation. If the contractor accepts the cancellation, they may charge a fee of up to \$1,000.00 per vehicle cancelled to recover costs for reselling the vehicle.

3.13 – SERVICE:

The vehicle will be completely dealer serviced and conditioned as per the manufacturer's pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the vehicle for immediate and continuous operation upon delivery. This requires that all fluids are filled to their maximum levels unless otherwise defined. Unit shall conform to all current Federal Safety Regulations including OSHA.

3.14 - SERVICE POLICY:

The successful bidder shall furnish with each vehicle delivered, or within three (3) days after delivery of the vehicle, the Manufacturer's Owner Service Policy. In addition, the Owner's Service Policy shall be recognized and accepted by all authorized dealers within the boundaries of the state of Ohio regardless of the location of the District or Regional Headquarters under which the vehicle operates.

3.15 - CERTIFICATE OF TITLE:

The contractor must submit application for certificate of title within one (1) business day after delivery of vehicle(s) has been made to the ordering agency. The title shall be delivered within fifteen (15) days after delivery of vehicle(s) to the ordering agency.

3.16 - AGENCY REGISTRATION:

The contractor shall furnish the Title Documents for each new vehicle and deliver same to the department ordering the vehicle, unless otherwise specified on purchase order. The contractor shall deliver with the necessary papers a \$15.00 per vehicle filing fee at time of vehicle(s) delivery to any agency authorized to complete their own title registration.

3.17 – ADVERTISEMENT:

Dealer name-signs shall not be affixed to any part of the delivered vehicle.

3.18 - DEALER LICENSE:

Contractor must be licensed to sell motor vehicles in the State of Ohio pursuant to ORC [4517.12](#). DAS may ask for proof of a dealers license/permit.

The Bidder should submit their dealer license/permit issued by the State of Ohio with their bid response. If not provided as part of the bid response, the Bidder must provide said dealer license within seven (7) calendar days after request/notification by the Office of Procurement Services. Failure to submit the dealer license within the stated time period may result in the bid response being deemed as not responsive.

3.19 - AUTHORIZED DEALER STATEMENT:

Bidders responding to this Invitation to Bid must be an authorized dealer or manufacturer of the products they are bidding. Bidders should submit a letter with their bid response certifying that they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be on the manufacturer's letterhead and must be signed by a duly authorized manufacturer's representative. If not provided as part of the bid response, the Bidder must provide said statement within seven (7) calendar days after request/notification by the Office of Procurement Services. Failure to submit the certification letter within the stated time period may result in the bid response being deemed as not responsive.

3.20 - SALES LICENSE:

Contractor must be licensed to sell new motor vehicles pursuant to ORC [4517.01](#) and [4517.02](#).

DAS may ask for proof of a salesperson's license after bid opening if not provided at bid opening. If requested, the Bidder will have seven (7) calendar days to respond.

If the owner/partner who is listed on the dealer's license is selling to the State, rather than a salesperson, an affirmation letter stating this must be provided in lieu of a salesperson license.

3.21 - ENERGY POLICY ACT:

The Energy Policy Act was signed into law in 1992. Under the act, state and federal government fleets must begin phasing in alternative fuel vehicles as replacements for petroleum fuel vehicles. The act recognizes methanol, ethanol and other alcohol-gasoline blends, natural gas, liquefied petroleum gas and other fuels as sources of replacement ("reformulated gasoline" and 10% ethanol are excluded from the definition of alternate fuels).

3.22 - COOPERATIVE PURCHASING CONTRACT:

This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

If a purchase is made from this Contract by an entity that is not properly registered with the State's Cooperative Purchasing Program, it may be a violation of law, may be contrary to the entity's competitive bidding requirements, and will be a breach of this Contract by the Contractor. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to Cooperative Purchasing Member's orders and Cooperative Purchasing Member's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a Cooperative Purchasing Member.

3.23 - CONTRACTOR QUARTERLY SALES REPORT:

The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

To submit this quarterly sales report, the Contractor is responsible for obtaining access to Ohio|Buys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using Ohio|Buys at the following web address supplier-emarketplace.ohio.gov . If no sales occur, the Contractor must report zero. The report must be submitted no later than thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

3.24 - CONTRACTOR REVENUE SHARE:

The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals $\frac{3}{4}$ of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and

reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>

Credit Card Payments:

To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment> , select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

4 – INVITATION TO BID INTRUCTIONS:

[Instructions, Terms and Conditions for Bidding](#) that apply to the solicitation.

5 – SPECIAL INSTRUCTIONS TO BIDDERS:

5.1 – DELIVERY:

Supplies will be delivered to the participating agency within the timeframe noted on the contract for the item after receipt of order. The delivery location will be noted on the purchase order issued by the participating agency.

5.2 - CONTRACT AWARD:

The contract will be awarded to the lowest responsive and responsible bidder by line item.

5.3 – EVALUATION:

Bids will be evaluated in accordance with Article I-15 of the "Instructions to Bidders". In addition, the State will evaluate the bid based on the total item cost, which equals the estimated number of units multiplied by the unit bid price plus the appropriate delivery charge. If estimated usages are unknown a quantity of one (1) will be used for the evaluation. If there is no "delivery charge per mile round trip map mileage rate" supplied or, the calculated value of the delivery charge is less than the minimum delivery charge, the minimum delivery charge will be used for evaluation purposes. The State reserves the right to reject the "per mile" delivery charge or the "minimum" delivery charge if it is determined to be excessive.

Example Calculation:

Total Item Cost = [(vehicle unit price) x (estimated number of units)] + [(delivery charge per mile round trip x 300)
x estimated number of vehicles]

5.4 - DESCRIPTIVE LITERATURE:

The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein may deem the bidder not responsive.

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE AND INSTALL TEN (10) FLOCK SAFETY CAMERAS IN THE CITY OF BEACHWOOD, OHIO, WAIVING COMPETITIVE BIDDING, AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Police Chief has recommended the purchase and installation of ten (10) Flock Safety Cameras to enhance coverage of key intersections throughout the City of Beachwood, Ohio in a total amount not to exceed Sixty-Two Thousand Five Hundred Dollars and No/Cents (\$62,500) for a twenty-four (24)-month term and requests to waive competitive bidding;

WHEREAS, the Flock Safety Cameras provide access to a proprietary network that allows the Police Department to receive alerts on vehicles entering the City that may pose a public safety risk, as well as improve investigative capabilities through collaboration with surrounding law enforcement agencies which have the same Flock Safety Camera system;

WHEREAS, Flock Safety is the sole provider of this proprietary network and technology, and waiving competitive bidding is necessary to ensure compatibility with existing systems and access to the network of surrounding communities for effective law enforcement purposes.

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

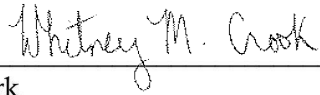
Section 1: Based upon the recommendation of the Police Chief, the Mayor is hereby authorized and directed to waive competitive bidding and purchase ten (10) Flock Safety Cameras and their installation for the City of Beachwood, Ohio in a total amount not to exceed Sixty-Two Thousand Five Hundred Dollars and No/Cents (\$62,500) for a twenty-four (24)-month term. A copy of the agreement 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 the purchase and installation may be done as soon as possible to ensure safety and security in the City of Beachwood, Ohio; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest:

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


Clerk

Approval:

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


Mayor

City of Beachwood
INTEROFFICE MEMORANDUM

TO: Justin Berns, Mayor

FROM: Daniel Grispino, Chief of Police 

DATE: December 2, 2024

SUBJECT: Purchase of Flock Safety Cameras

The police department is requesting to purchase 10 Flock cameras in the amount of \$32,500 annually. The contract term is for 24 months at a total cost of \$62,500. The additional cameras will cover the following intersections:

Richmond/Fairmount
Richmond/South Woodland
Richmond/Brucefield
Richmond/Letchworth

The benefit of the Flock Safety cameras will not only enhance our coverage of intersections but also allow us the ability to access Flock's network. This is an excellent tool for our police officers to be alerted of vehicles entering our city that could be a risk public safety. Additionally, it allows our investigators to more effectively follow up on cases with access to their network that many surrounding law enforcement agencies are apart of.

I am requesting to waive competitive bidding as Flock Safety is a proprietary network.

Flock Safety + OH - Beachwood PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Rick Lombardo
rick.lombardo@flocksafety.com
4402128813

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer:	OH - Beachwood PD	Initial Term:	24 Months
Legal Entity Name:	OH - Beachwood PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	25325 Fairmount Blvd Beachwood, Ohio 44122	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	2	\$1,300.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	8	\$1,200.00

Subtotal Year 1:	\$32,500.00
Annual Recurring Subtotal:	\$30,000.00
Estimated Tax:	\$0.00
Contract Total:	\$62,500.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

INTRODUCED BY: D. Shoykhet

RESOLUTION NO. 2024-64

A RESOLUTION CONFIRMING THE RE-APPOINTMENT OF PETE SMITH AS MEMBER AND CHAIR FOR THE CITY OF BEACHWOOD, OHIO CIVIL SERVICE COMMISSION; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has re-appointed Pete Smith as Member and Chair for the City of Beachwood Civil Service Commission and has requested Council to confirm said appointment.

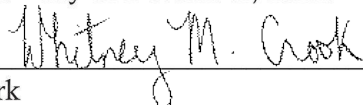
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The appointment by the Mayor of Pete Smith as Member and Chair for the City of Beachwood Civil Service Commission for a term ending December 31, 2030, be and the same is hereby confirmed.

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

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

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


Clerk

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


Mayor

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: **Alec Isaacson, Council President**
Danielle Shoykhet, Council Vice President
Eric Synenberg, Member of Council
June Taylor, Member of Council
Joshua Mintz, Member of Council
Ali Stern, Member of Council
Jillian Delong, Member of Council

FROM: Justin Berns, Mayor

DATE: November 25, 2024

SUBJECT: **Civil Service Re-Appointment of Pete Smith**

As my appointment, I recommend reappointing Pete Smith as a member and chair of the Civil Service Commission for a term ending December 31, 2030 (6-year term). Mr. Smith has served on this commission since January 2019. Given his past experience, I believe he will continue to be an asset to the City of Beachwood.

Please bring this appointment before City Council for confirmation at the next available City Council meeting. By way of this email, I am asking our Clerk of Council, Whitney Crook to reach out to Mr. Smith and invite him to the City Council meeting where he can be sworn in.

Cc: Steve Holtzman, Fire Chief
Dan Grispino, Police Chief
Larry Heiser, Finance Director
Todd Hunt, Law Director
Whitney Crook, Clerk of Council

INTRODUCED BY: J. DeLong

RESOLUTION NO. 2024-65

A RESOLUTION CONFIRMING THE RE-APPOINTMENT OF JOSEPH SHAFRAN AS A MEMBER OF THE CITY OF BEACHWOOD, OHIO COMMUNITY INVESTMENT CORPORATION (CIC); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has re-appointed Joseph Shafran as a Member of the City of Beachwood Community Investment Corporation (CIC) and has requested Council to confirm said appointment.

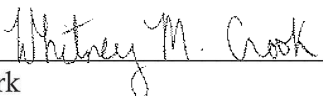
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The appointment by the Mayor of Joseph Shafran as a Member of the City of Beachwood Community Investment Corporation (CIC) for a term ending December 31, 2025, be and the same is hereby confirmed.

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

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

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


Clerk

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


Mayor

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: **Alec Isaacson, Council President**
Danielle Shoykhet, Council Vice President
Eric Synenberg, Member of Council
June Taylor, Member of Council
Joshua Mintz, Member of Council
Ali Stern, Member of Council
Jillian Delong, Member of Council

FROM: Justin Berns, Mayor

DATE: November 25, 2024

SUBJECT: **Community Investment Corporation (CIC)**
Re-Appointment of Joseph Shafran

As my appointment to the CIC, I recommend reappointing Joseph Shafran as a member of the CIC for a term ending December 31, 2025. Mr. Shafran has served on this commission since January 2022. Given his past experience, I believe he will continue to be an asset to the City of Beachwood.

Please bring this appointment before City Council for confirmation at the next available City Council meeting. By way of this email, I am asking our Clerk of Council, Whitney Crook to reach out to Mr. Shafran and invite him to the City Council meeting where he can be sworn in.

Cc: Cathy Bierterman, Economic Development Director
Larry Heiser, Finance Director
Todd Hunt, Law Director
Whitney Crook, Clerk of Council

INTRODUCED BY: A. Stern

RESOLUTION NO. 2024-66

A RESOLUTION CONFIRMING THE RE-APPOINTMENT OF PAUL KOWALCZYK AS PLANS EXAMINER FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

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

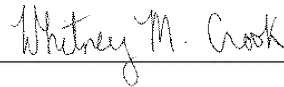
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The appointment by the Mayor of Paul Kowalczyk as Plans Examiner for the City of Beachwood for a term ending December 31, 2025, be and the same is hereby confirmed.

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

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

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Clerk

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



Mayor

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: **Alec Isaacson, Council President**
Danielle Shoykhet, Council Vice President
Eric Synenberg, Member of Council
June Taylor, Member of Council
Joshua Mintz, Member of Council
Ali Stern, Member of Council
Jillian Delong, Member of Council

FROM: Justin Berns, Mayor

DATE: November 25, 2024

SUBJECT: **Plans Examiners Re-Appointment 2024**

I am recommending the reappointment of the following individuals as Plans Examiners for the City of Beachwood, for a term ending December 31, 2025:

Paul Kowalczyk
Michael Wildermuth
Sixmo Architects

Please bring these appointment before City Council for confirmation at the next available City Council meeting.

Cc: Brian Roenigk, Building Commissioner
Larry Heiser, Finance Director
Todd Hunt, Law Director
Whitney Crook, Clerk of Council

INTRODUCED BY: J. Taylor

RESOLUTION NO. 2024-67

A RESOLUTION CONFIRMING THE RE-APPOINTMENT OF TEILA LOVELL AS PLANS EXAMINER FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has re-appointed Teila Lovell as Plans Examiner for the City of Beachwood and has requested Council to confirm said appointment.

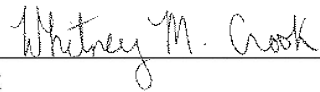
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The appointment by the Mayor of Teila Lovell as Plans Examiner for the City of Beachwood for a term ending December 31, 2025, be and the same is hereby confirmed.

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

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

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


Clerk

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


Mayor

INTRODUCED BY: J. Mintz

RESOLUTION NO. 2024-68

A RESOLUTION CONFIRMING THE RE-APPOINTMENT OF MICHAEL WILDERMUTH AS PLANS EXAMINER FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

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

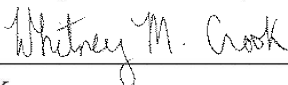
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The appointment by the Mayor of Michael Wildermuth as Plans Examiner for the City of Beachwood for a term ending December 31, 2025, be and the same is hereby confirmed.

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

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

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


Clerk

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


Mayor

INTRODUCED BY: E. Synenberg

RESOLUTION NO. 2024-69

A RESOLUTION CONFIRMING THE RE-APPOINTMENT OF BRYAN ZABELL AS MEMBER AND CHAIR FOR THE CITY OF BEACHWOOD, OHIO PLANNING AND ZONING COMMISSION; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has re-appointed Bryan Zabell as Member and Chair for the City of Beachwood Planning and Zoning Commission and has requested Council to confirm said appointment.

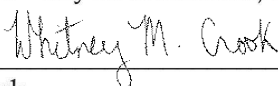
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The appointment by the Mayor of Bryan Zabell as Member and Chair for the City of Beachwood Planning and Zoning Commission for a term ending December 31, 2025, be and the same is hereby confirmed.

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

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

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


Clerk

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


Mayor

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: **Alec Isaacson, Council President**
Danielle Shoykhet, Council Vice President
Eric Synenberg, Member of Council
June Taylor, Member of Council
Joshua Mintz, Member of Council
Ali Stern, Member of Council
Jillian Delong, Member of Council

FROM: Justin Berns, Mayor

DATE: November 25, 2024

SUBJECT: **Planning & Zoning Commission Re-Appointment of Brian Zabell**

As my appointment, I recommend reappointing Bryan Zabell as a member and chair of the Planning & Zoning Commission for a term ending December 31, 2025. Mr. Zabell has served on this commission since January 2022. Given his past experience, I believe he will continue to be an asset to the City of Beachwood.

Please bring this appointment before City Council for confirmation at the next available City Council meeting. By way of this email, I am asking our Clerk of Council, Whitney Crook to reach out to Mr. Zabell and invite him to the City Council meeting where he can be sworn in.

Cc: Brian Roenigk, Building Commissioner
Veronica Muth, Planning & Zoning Coordinator
Larry Heiser, Finance Director
Todd Hunt, Law Director
Whitney Crook, Clerk of Council