



**BEACHWOOD CITY COUNCIL MEETING
MONDAY, FEBRUARY 3, 2025, 7:00 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEVARD, BEACHWOOD, OHIO 44122**

Agenda

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

1. Roll Call
2. **Presentation of Public Service Recognition Certificate and Administration of the Oath of Office to:**
Councilman Peter L. Smith
3. **Presentation of Public Service Recognition Certificate to:**
Mr. Indy Dhillon
4. **Citizen's Remarks (City Council limits Citizen's Remarks to three (3) 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)**
5. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
6. Approval of Minutes (consent agenda)
Committee of the Whole Meeting held on January 21, 2025
Regular City Council Meeting held on January 21, 2025

New Business

Ordinances

1. 2025-3

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

Ordinances (continued)

2. 2025-4

An Ordinance amending Ordinance No. 2017-23 to adjust the Compensation of the Mayor/Director of Public Safety

First Reading

3. 2025-5

An Ordinance amending Various Sections of the City of Beachwood, Ohio Planning and Zoning Code

First Reading and Refer to Planning and Zoning Commission

Resolutions

1. 2025-9

A Resolution authorizing the Mayor to enter into an Agreement with NOPEC, INC., the Northeast Ohio Public Energy Council ("NOPEC") for an Energized Community Grant; and declaring this to be an urgent measure

2. 2025-10

A Resolution accepting a Proposal from Fonroche Lighting America for the City of Beachwood Solar Lighting Pilot Program; and declaring this to be an urgent measure

3. 2025-11

A Resolution authorizing the Mayor to enter into an Agreement with Signal Service Company for the replacement of the Traffic Control Cabinet at the intersection of Richmond Road and Harvard Road in the City of Beachwood, Ohio; and declaring this to be an urgent measure

4. 2025-12

A Resolution authorizing the Mayor to enter into an Agreement with Branden R. Burns, LLC to provide Pool Management through the 2025 Season for the City of Beachwood Family Aquatic Center; and declaring this to be an urgent measure

5. 2025-13

A Resolution accepting a Quotation from Motorola Solutions, Inc. for the purchase of Mobile Radios for the City of Beachwood, Ohio Fire Department; and declaring this to be an urgent measure

6. 2025-14

A Resolution authorizing the Mayor to purchase three (3) 2025 Ford Explorer Police Interceptor Vehicles and one (1) 2025 Ford F150 Police Vehicle for the City of Beachwood Police Department from Montrose Auto Group and to accept a quotation from Hall Public Safety Co. for the upfitting of the four (4) vehicles; waiving competitive bidding; and declaring this to be an urgent measure

Motions

1. A Motion Authorizing the Clerk of Council to advertise for Bids for the installation of a new roof at the Beachwood Public Works Department per BCO 121.09 and ORC 7.16

Any other matters coming before City Council

Adjournment

Next Regular Council Meeting will be held on: Tuesday, February 18, 2025 at 7:00 PM in Council Chambers. For all updates regarding Council Meetings, please visit: www.BeachwoodOhio.com

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



**REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 21, 2025, 7:00 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEYARD,
BEACHWOOD, OHIO 44122**

Called to order at 7:17 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,
Ms. Taylor
Absent - None
Others Present - Mayor Berns, Mr. Arrietta, Ms. Bieterman, Police Chief Grispino,
Mr. Heiser, Fire Chief Holtzman, Mr. Hunt, Mr. Lombardi, Mr. Roenigk, Mr. Rose,
Mr. Yelenosky
2. Citizen's Remarks (**City Council limits Citizen's Remarks to three (3) 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>)

Kyle Fishman

Mr. Fishman made remarks.

3. Reports

a. Mayor

Mayor Berns introduced the City's new Staff Engineer, Gary Yelenosky.

He then thanked Council for discussing the mayoral compensation at a recent committee meeting.

Mayor Berns expressed his appreciation for the city employees giving special recognition to Public Works Director, Chris Arrietta for 35 years of service. He also announced the release of the Request for Qualifications for the Fairmount Temple Property development project, which is available on the city website and responses are due by February 7, 2025.

b. Council Members (non-agenda items)

Mr. Mintz thanked Mr. Arrietta for his 35 years.

Mr. Isaacson expressed his appreciation for Mr. Arrietta's dedication and also recognized the Public Works team and Safety Services for their important work during the recent cold weather.

c. Department Directors

Mr. Arrietta thanked everyone for their kind words and welcomed Mr. Yelenosky. He also provided an update on the food recycling program.

Mr. Rose announced that the City has been awarded the “Highest Achievement in Open and Transparent Government” by the Auditor of the State of Ohio. He thanked the Law Department and Public Records Commission for their efforts.

Ms. Bierterman provided an update on the Office of Economic Development.

Ms. Turick gave updates on the Deer Management, Solar Lighting, and Engineering Services projects. She also spoke about the lowering of flags, which follows the governor’s recommendations.

Mr. Lombardi provided an update on the ‘Store-It Safe’ program.

Mr. Roenigk thanked the Mayor for the addition of a staff engineer and provided a 2024 update on the Building Department.

Police Chief Grispino announced that the Police Department will host a community engagement event, ‘Coffee with a Cop,’ at Beachwood Place on February 21.

Mr. Yelenosky thanked the Mayor for the introduction and expressed his enthusiasm for joining the team.

4. Approval of Minutes:

Regular Council Meeting held on January 6, 2025

Committee of the Whole Meeting held on January 7, 2025

Committee of the Whole Meeting held on January 8, 2025

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

Voice Vote

On the Approval:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

New Business

1. 2025-2

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

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

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Resolutions

1. 2025-3

A Resolution confirming the Appointment of Danielle Shoykhet as a Member of the Tax Incentive Review Council (TIRC) for the City of Beachwood, Ohio; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Resolutions (continued)

2. 2025-4

A Resolution Accepting a Certain Bid from J.D. Striping Services, Inc., for the 2025 Street Striping Program; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

3. 2025-5

A Resolution authorizing the Mayor to renew a Contract with Nuloco, Inc., for Vehicle Sandblasting and Painting for the City of Beachwood, Ohio for 2025 and 2026; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Resolutions (continued)

4. 2025-6

A Resolution authorizing the Mayor to renew a Contract with Excalibur Auto Body, Inc. for Light/Medium Vehicle Bodywork and Refinishing for the City of Beachwood, Ohio for 2025 and 2026; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

5. 2025-7

A Resolution authorizing the Mayor to enter into an Agreement with Picklebill Pickleball Academy LLC for Pickleball Lessons for 2025; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Resolutions (continued)

6. 2025-8

A Resolution authorizing the Mayor to enter into an Agreement with Law and Order Technology, LLC for the purchase of Mobile Data Terminals and Modems; waiving competitive bidding; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Motions

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

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

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

2. A Motion appointing Jillian DeLong as a Member of the Planning and Zoning Commission

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

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

3. A Motion appointing a Member of Council to the RFQ Selection Committee for the Fairmount Temple Property – Council selected Josh Mintz

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

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

4. A Motion appointing a Member of Council to the City of Beachwood, Ohio Oath of Office City Council Member – Council selected Pete Smith

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

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Any other matters coming before City Council

None

Adjournment

Adjourn to the next Regular City Council Meeting at 7:21 PM

Approved:

Clerk

Mayor

Next Regular Council Meeting will be held on: Monday, January 21, 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. Stern, June E. Taylor
Clerk of Council: Whitney M. Crook, MMC**

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



**BEACHWOOD CITY COUNCIL
COMMITTEE OF THE WHOLE MEETING MINUTES
TUESDAY, JANUARY 21, 2024, 6:30 PM
at BEACHWOOD CITY HALL, CONFERENCE ROOM A,
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Called to order at 6:33 PM by Council President Alec Isaacson

1. Roll Call

Present – Ms. DeLong, Mr. Isaacson, Mr. Mintz, Ms. Shoykhet, Ms. Stern
Others Present – Mayor Berns, Mr. Kurz, Ms. Turick

2. Mayor's Report

None

3. Executive Session discussion acquisition of property for public use

Moved by A. Isaacson, seconded by D. Shoykhet, at 6:34 P.M. to enter Executive Session.

ROLL CALL:

Yes: 5

No: 0

Abstain: 0

Not Voting: 0

Back on the Record at 7:13 P.M. for Recess

Back from Recess at 8:02 P.M. to enter Executive Session.

Back on the Record at 8:47 P.M.

Moved by A. Isaacson, seconded by J. Mintz, at 8:47 P.M. to adjourn Executive Session.

ROLL CALL:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

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

None.

Adjournment

Adjourn to the next Regular City Council Meeting at 8:48 PM

Clerk

Mayor

**Council Members: Alec Isaacson – Council President
Danielle Shoykhet – Council Vice-President
Jillian DeLong, Joshua Mintz,
Ali B. Stern, 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 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	February 3rd, 2025	\$ 81,806.50
GPD	Engineering Services	\$ 51,047.90
Orange Village	Invoice	\$ 22,008.60
Fun Flicks	Invoice	\$ 8,250.00
Michael Wildermuth	Plan Review Services	\$ 500.00

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 3rd day of February 2025 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 4th day of February 2025 and filed it with the Clerk.

Mayor

Summary of Engineering Invoices
February 3, 2025 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2025	2024	2023
								ENCUMBRANCES		
2022119.04-22	1/10/2025	\$973.75	\$0.00	\$973.75	Capital					X
2024119.04-11	1/10/2025	\$10,598.50	\$0.00	\$10,598.50	Capital				X	
2023119.05-20	1/10/2025	\$4,118.75	\$0.00	\$4,118.75	Capital					X
2025119.02-1	1/10/2025	\$24,456.89	\$0.00	\$24,456.89	Capital		X			
2024119.02-12	1/10/2025	\$1,985.00	\$0.00	\$1,985.00	Capital				X	
2024119.01-12	1/10/2025	\$1,014.00	\$0.00	\$1,014.00	General				X	
2024120.03-3	1/10/2025	\$148.50	\$0.00	\$148.50	General		X			
2024119.90-12	1/10/2025	\$3,100.38	\$0.00	\$3,100.38	General				X	
2021119.91-40	1/10/2025	\$4,652.13	\$0.00	\$4,652.13	Capital				X	
Total To Pay				<u>\$51,047.90</u>						

Total Capital Fund	\$46,785.02
Total General Fund	\$4,262.88
Total Deposits	\$0.00
Total Street Const. Mant.	\$0.00
Less: Billable Charges	\$0.00
Net Paid by City:	<u>\$51,047.90</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

JAN 21 2025

January 10, 2025

Invoice No: 2022119.04 - 22

FINANCE DEPT

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

Invoice
Total \$973.75

Project 2022119.04 Beachwood -Timberlane/Green San Relief

P.O. #2022-00316
Max Not to Exceed \$307,997.00

Professional Services from November 30, 2024 to December 31, 2024

Task 100 Design

Professional Personnel

	Hours	Rate	Amount
Design Engineer			
Getz, Collin	2.50	105.50	263.75
Sr. Designer			
Woycitzky, Robert	8.00	88.75	710.00
Totals	10.50		973.75
Total Labor			973.75
Total this Task			\$973.75

Billing Limits

	Current	Prior	To-Date
Total Billings	973.75	307,016.32	307,990.07
Limit			307,997.00
Remaining			6.93
Total this Invoice			\$973.75

Outstanding Invoices

Number	Date	Balance
21	12/13/2024	7,544.50
Total		7,544.50

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 1-17-25
P/O: 2022-00316-34.18
2024-02590-939.57

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/11/22	2022119.04-1	2022119.04	01/28/22	SERVICE	\$687.50
03/09/22	2022119.04-2	2022119.04	02/25/22	SERVICE	\$15,295.00
03/31/22	2022119.04-3	2022119.04	03/25/22	SERVICE	\$7,334.00
05/06/22	2022119.04-4	2022119.04	04/29/22	SERVICE	\$4,167.00
06/07/22	2022119.04-5	2022119.04	05/27/22	SERVICE	\$8,685.75
06/30/22	2022119.04-6	2022119.04	06/24/22	SERVICE	\$18,407.25
08/11/22	2022119.04-7	2022119.04	07/29/22	SERVICE	\$28,986.81
09/02/22	2022119.04-8	2022119.04	08/26/22	SERVICE	\$20,897.50
10/14/22	2022119.04-9	2022119.04	09/30/22	SERVICE	\$42,046.54
11/11/22	2022119.04-10	2022119.04	10/28/22	SERVICE	\$44,786.25
12/09/22	2022119.04-11	2022119.04	11/25/22	SERVICE	\$29,165.47
01/13/23	2022119.04-12	2022119.04	12/31/22	SERVICE	\$39,366.00
02/10/23	2022119.04-13	2022119.04	01/27/23	SERVICE	\$13,740.25
03/10/23	2022119.04-14	2022119.04	02/24/23	SERVICE	\$3,295.50
04/14/23	2022119.04-15	2022119.04	03/31/23	SERVICE	\$3,489.50
04/12/24	2022119.04-16	2022119.04	03/29/24	SERVICE	\$10,039.25
05/10/24	2022119.04-17	2022119.04	04/26/24	SERVICE	\$2,627.50
06/14/24	2022119.04-18	2022119.04	05/31/24	SERVICE	\$2,689.25
09/13/24	2022119.04-19	2022119.04	08/30/24	SERVICE	\$1,726.00
10/11/24	2022119.04-20R	2022119.04	09/27/24	SERVICE	\$2,039.50
12/13/24	2022119.04-21	2022119.04	11/29/24	SERVICE	\$7,544.50
01/10/25	2022119.04-22	2022119.04	12/21/24	SERVICE	\$973.75

\$307,990.07



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

Invoice

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

RECEIVED
JAN 21 2025
FINANCE DEPT

January 10, 2025
Invoice No: 2024119.04 - 11

Invoice Total \$10,598.50

Project 2024119.04 Beachwood - Bryden Sewer Pre-Design

P.O. #2024-00448

Max Not to Exceed \$175,404.00

Professional Services from November 30, 2024 to December 31, 2024

Task 100 Pre-Design

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Hewitt, James	2.50	148.50	371.25
Sr. Project Manager			
Rufener, Jesse	9.50	123.00	1,168.50
Wojciechowski, Kevin	1.50	123.00	184.50
Design Engineer			
Getz, Collin	3.50	105.50	369.25
Wojciechowski, Taylor	2.00	105.50	211.00
Staff Engineer/Architect			
Flores, Daniel	88.00	94.25	8,294.00
Totals	107.00		10,598.50
Total Labor			10,598.50

Total this Task \$10,598.50

Billing Limits

	Current	Prior	To-Date
Total Billings	10,598.50	132,466.63	143,065.13
Limit			175,404.00
Remaining			32,338.87

Total this Invoice \$10,598.50

Outstanding Invoices

Number	Date	Balance
10	12/13/2024	10,331.25
Total		10,331.25

APPROVED FOR PAYMENT
BY: *[Signature]*
DATE: 1-17-25
P/O: 2024-00448

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
03/08/24	2024119.04-1R	2024119.04	02/23/24	SERVICE	\$478.50
04/12/24	2024119.04-2R	2024119.04	03/29/24	SERVICE	\$3,568.50
05/10/24	2024119.04-3R	2024119.04	04/26/24	SERVICE	\$22,128.25
06/14/24	2024119.04-4	2024119.04	05/31/24	SERVICE	\$24,902.38
07/10/24	2024119.04-5	2024119.04	06/28/24	SERVICE	\$39,463.25
08/09/24	2024119.04-6	2024119.04	07/26/24	SERVICE	\$3,864.75
09/13/24	2024119.04-7	2024119.04	08/30/24	SERVICE	\$13,931.75
10/11/24	2024119.04-8	2024119.04	09/27/24	SERVICE	\$4,618.00
11/08/24	2024119.04-9	2024119.04	10/25/24	SERVICE	\$9,180.00
12/13/24	2024119.04-10	2024119.04	11/29/24	SERVICE	\$10,331.25
01/10/25	2024119.04-11	2024119.04	12/21/24	SERVICE	\$10,598.50

\$143,065.13



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

Invoice

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

RECEIVED
JAN 21 2025
FINANCE DEPT

January 10, 2025
Invoice No: 2023119.05 - 20

Invoice Total \$4,118.75

Project 2023119.05 Beachwood -Timberlane-Green Construction
P.O.#2023-01261 \$155,000.00
Professional Services from November 30, 2024 to December 31, 2024

Task 100 Construction Admin.
Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	5.00	148.50	742.50
Ciuni, Joseph	2.00	148.50	297.00
AS-Builts			
Ciuni, Joseph	2.00	148.50	297.00
Final Close out			
Sr. Project Manager			
Fini, Nicholas	3.00	123.00	369.00
Fini, Nicholas	2.00	123.00	246.00
Timberlane Green phase 2.			
Wojciechowski, Kevin	.50	123.00	61.50
Design Engineer			
Libert, Alicia	10.00	105.50	1,055.00
Sr. Designer			
Woycitzky, Robert	9.00	88.75	798.75
Totals	33.50		3,866.75
Total Labor			3,866.75
Total this Task			\$3,866.75

Task 200 Inspection
Professional Personnel

	Hours	Rate	Amount
Inspector			
Cortes, Hector	4.00	63.00	252.00
Totals	4.00		252.00
Total Labor			252.00

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

APPROVED FOR PAYMENT

DATE: 1-17-25
P/O: 2023-01261

Project	2023119.05	Beachwood -Timberlane-Green Construction	Invoice	20
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Total this Task **\$252.00**

Billing Limits

	Current	Prior	To-Date
Total Billings	4,118.75	148,794.51	152,913.26
Limit			155,000.00
Remaining			2,086.74

Total this Invoice **\$4,118.75**

Outstanding Invoices

Number	Date	Balance
18	11/8/2024	4,446.75
19	12/13/2024	7,505.25
Total		11,952.00

Billings to Date

	Current	Prior	Total
Labor	4,118.75	144,429.51	148,548.26
Expense	0.00	4,365.00	4,365.00
Totals	4,118.75	148,794.51	152,913.26

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
10/11/24	2023119.05-17	2023119.05	09/27/24	SERVICE	\$3,155.00
09/13/24	2023119.05-16	2023119.05	08/30/24	SERVICE	\$3,722.00
11/08/24	2023119.05-18	2023119.05	07/26/24	SERVICE	\$4,446.75
12/13/24	2023119.05-19	2023119.05	11/29/24	SERVICE	\$7,505.25
01/10/25	2023119.05-20	2023119.05	12/21/24	SERVICE	\$4,118.75

\$152,913.26



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

Invoice

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

RECEIVED

JAN 21 2025

FINANCE DEPT

January 10, 2025

Invoice No: 2025119.02 - 1

Invoice Total \$24,456.89

Project 2025119.02 Beachwood - 2025 Road Program
Professional Services from November 30, 2024 to December 31, 2024

Task 100 Design
Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	30.00	148.50	4,455.00
Sr. Project Manager			
Fini, Nicholas	17.00	123.00	2,091.00
Design Engineer			
Saunders, Andrew	1.00	105.50	105.50
Staff Engineer/Architect			
Bartlett, Margaret	149.50	94.25	14,090.38
Bartlett, Margaret	.50	94.25	47.13
OUPS coordination			
Bartlett, Margaret	.50	94.25	47.13
Pavement Core logging			
 Sr. Designer			
Woycitzky, Robert	11.00	88.75	976.25
Eng./Arch. Intern/Coop			
Kapinski, Matthew	3.00	61.50	184.50
Kapinski, Matthew	32.00	61.50	1,968.00
2025 Road Program work			
Kapinski, Matthew	8.00	61.50	492.00
2025 Road Program work.			
Totals	252.50		24,456.89

I DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE STATEMENT OF THE WORK DONE BY THE CITY OF BEACHWOOD AT THE TIME OF RENDERING OF THE ABOVE INVOICE. SUFFICIENT FUNDS LAWFULLY APPLIED TO THE INVOICE OR IN THE PROCESS OF COLLECTION TO SUPPORT THE PROPOSED EXPENDITURE REFERENCED IN THE ATTACHED DOCUMENTS.

APPROVED FOR PAYMENT
Total Labor SVC

BY: [Signature]
DATE: 1-17-25
P/O: 2025-00287

Total this Task 24,456.89

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

Project	2025119.02	Beachwood - 2025 Road Program	Invoice	1
Billing Limits		Current	Prior	To-Date
Total Billings		24,456.89	0.00	24,456.89
Limit				105,000.00
Remaining				80,543.11
			Total this Invoice	<u>\$24,456.89</u> ✓

Billings to Date

	Current	Prior	Total
Labor	24,456.89	0.00	24,456.89
Totals	24,456.89	0.00	24,456.89

GPD Associates Invoices
BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
01/10/25	2025119.02-1	2025119.02	12/21/24	SERVICE	\$24,456.89

\$24,456.89



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

Invoice

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

RECEIVED
JAN 21 2025
FINANCE DEPT

January 10, 2025
Invoice No: 2024119.02 - 12

Invoice Total	\$1,985.00
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Project 2024119.02 Beachwood- 2024 Road Improvement Program

Professional Services from November 30, 2024 to December 31, 2024

Task 201 Phase 2 Roads - CA/CI
P.O. #2024-01455

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	2.00	148.50	297.00
Design Engineer			
Libert, Alicia	16.00	105.50	1,688.00
Totals	18.00		1,985.00
Total Labor			1,985.00
Total this Task			\$1,985.00

Billings to Date

	Current	Prior	Total
Labor	1,985.00	69,746.14	71,731.14
Totals	1,985.00	69,746.14	71,731.14

Billing Limits

	Current	Prior	To-Date
Total Billings	1,985.00	281,784.93	283,769.93
Limit			284,000.00
Remaining			230.07

Total this Invoice **\$1,985.00**

Outstanding Invoices

Number	Date	Balance
11	12/13/2024	20,328.00
Total		20,328.00

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 1-17-25
P/O: 2025-00165

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024119.02-1	2024119.02	01/26/24	SERVICE	\$11,548.75
03/08/24	2024119.02-2	2024119.02	02/23/24	SERVICE	\$12,511.75
04/12/24	2024119.02-3	2024119.02	03/29/24	SERVICE	\$21,923.76
05/10/24	2024119.02-4	2024119.02	04/26/24	SERVICE	\$14,482.75
06/13/24	2024119.02-5	2024119.02	05/31/24	SERVICE	\$35,316.25
07/12/24	2024119.02-6	2024119.02	06/28/24	SERVICE	\$30,087.51
08/09/24	2024119.02-7	2024119.02	07/26/24	SERVICE	\$5,374.76
09/13/24	2024119.02-8	2024119.02	08/30/24	SERVICE	\$41,182.00
10/11/24	2024119.02-9	2024119.02	09/27/24	SERVICE	\$31,761.38
10/31/24	2024119.02-10	2024119.02	10/25/24	SERVICE	\$22,268.00
12/13/24	2024119.02-11	2024119.02	11/29/24	SERVICE	\$20,328.00
01/10/25	2024119.02-12	2024119.02	12/21/24	SERVICE	\$1,985.00

\$248,769.91



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

Invoice

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

RECEIVED

JAN 21 2025

FINANCE DEPT

January 10, 2025

Invoice No: 2024119.01 - 12

Invoice Total \$1,014.00

Project 2024119.01 Beachwood - General Engineering
Professional Services from November 30, 2024 to December 31, 2024

Task 100 General Meeting Attendance

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	2.00	148.50	297.00
Council Meeting			
Ciuni, Joseph	3.00	148.50	445.50
Traffic and Engineering Mtg.			
Totals	5.00		742.50
Total Labor			742.50
Total this Task			\$742.50

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

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Arnfield, IV, Charles	1.00	148.50	148.50
Solar Lights			
Sr. Project Manager			
Coffey, Marilyn	1.00	123.00	123.00
Answering questions re: retention basins and fencing			
Totals	2.00		271.50
Total Labor			271.50
Total this Task			\$271.50

Total this Invoice \$1,014.00

Outstanding Invoices

Number	Date	Balance
11	12/13/2024	5,536.75
Total		5,536.75

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 1-17-25
P/O: 2024-00061

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

Project	2024119.01	Beachwood - General Engineering	Invoice	12
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Billings to Date

	Current	Prior	Total	
Labor	1,014.00	21,203.39	22,217.39	
Totals	1,014.00	21,203.39	22,217.39	✓

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024119.01-1	2024119.01	01/26/24	SERVICE	\$842.25
03/08/24	2024119.01-2	2024119.01	02/23/24	SERVICE	\$1,877.00
04/12/24	2024119.01-3	2024119.01	03/29/24	SERVICE	\$1,978.75
05/10/24	2024119.01-4	2024119.01	04/26/24	SERVICE	\$1,741.50
06/13/24	2024119.01-5	2024119.01	05/31/24	SERVICE	\$1,050.00
07/12/24	2024119.01-6	2024119.01	06/28/24	SERVICE	\$1,653.75
08/09/24	2024119.01-7	2024119.01	07/26/24	SERVICE	\$1,285.50
09/13/24	2024119.01-8	2024119.01	08/30/24	SERVICE	\$2,164.00
10/11/24	2024119.01-9	2024119.01	09/27/24	SERVICE	\$481.50
10/31/24	2024119.01-10	2024119.01	10/25/24	SERVICE	\$2,592.39
12/13/24	2024119.01-11	2024119.01	11/29/24	SERVICE	\$5,536.75
01/10/25	2024119.01-12	2024119.01	12/21/24	SERVICE	\$1,014.00

\$22,217.39



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

Invoice

RECEIVED

JAN 17 2025

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

FINANCE DEPT

January 10, 2025

Invoice No: 2024120.03 - 3

Invoice Total \$148.50

Project 2024120.03 Beachwood - Lakepoint Office Park LLC

Professional Services from November 30, 2024 to December 31, 2024

Task 100 Plan Review and inspection

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	1.00	148.50	148.50
Final Inspection			
Totals	1.00		148.50
Total Labor			148.50

Total this Task \$148.50

Total this Invoice \$148.50

Billings to Date

	Current	Prior	Total
Labor	148.50	445.50	594.00
Totals	148.50	445.50	594.00

Bldg
APPROVED FOR PAYMENT
BY:
DATE: 1-13-25
P/O: 2024-00062

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
09/13/24	2024120.03-1	2024120.03	08/30/24	BUILDING	\$297.00
10/31/24	2024120.03-2	2024120.03	10/25/24	BUILDING	\$148.50
01/10/25	2024120.03-3	2024120.03	12/21/24	BUILDING	\$148.50

\$594.00



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

Invoice

City of Beachwood
Attn: Chief Katherine Dolan
kate.dolan@beachwoodohio.com
2700 Richmond Road
Beachwood, OH 44122

RECEIVED

January 10, 2025

Invoice No: 2024119.90 - 12

JAN 17 2025

FINANCE DEPT

Invoice Total \$3,100.38

Project 2024119.90 Beachwood - Traffic Services 2024

Letter Proposal

Max Not to Exceed \$36,000.00

Professional Services from November 30, 2024 to December 31, 2024

Task 151 December Traffic Services

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Ferrell, Brett	4.50	123.00	553.50
Westbrooks, Kevin	17.00	123.00	2,091.00
Staff Engineer/Architect			
Tondra, Brandon	3.50	94.25	329.88
Inspector			
Cortes, Hector	2.00	63.00	126.00
Totals	27.00		3,100.38
Total Labor			3,100.38
Total this Task			\$3,100.38

Billing Limits

	Current	Prior	To-Date
Total Billings	3,100.38	30,777.27	33,877.65
Limit			36,000.00
Remaining			2,122.35

Total this Invoice \$3,100.38

Outstanding Invoices

Number	Date	Balance
11	12/13/2024	2,146.13
Total		2,146.13

301
APPROVED FOR PAYMENT
BY: D.C. RESEK
DATE: 1-14-2025
P/O: 2024-00148

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024119.90-1	2024119.90	01/26/24	POLICE	\$3,752.25
03/08/24	2024119.90-2R	2024119.90	02/23/24	POLICE	\$2,377.75
04/12/24	2024119.90-3	2024119.90	03/29/24	POLICE	\$3,622.75
05/10/24	2024119.90-4	2024119.90	04/26/24	POLICE	\$2,654.50
06/09/24	2024119.90-5	2024119.90	05/31/24	POLICE	\$3,383.50
07/12/24	2024119.90-6	2024119.90	06/28/24	POLICE	\$3,056.50
08/09/24	2024119.90-7	2024119.90	07/26/24	POLICE	\$3,126.00
09/13/24	2024119.90-8	2024119.90	08/30/24	POLICE	\$3,470.38
10/11/24	2024119.90-9	2024119.90	09/27/24	POLICE	\$2,000.63
10/30/24	2024119.90-10	2024119.90	10/25/24	POLICE	\$1,186.88
12/13/24	2024119.90-11	2024119.90	11/29/24	POLICE	\$2,146.13
01/10/25	2024119.90-12	2024119.90	12/21/24	POLICE	\$3,100.38

\$33,877.65



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

Invoice

City of Beachwood
Attn: Accounts Payable-accounts@beachwoodohio.com
P.O. Box 22659
Beachwood, OH 44122

January 10, 2025
Invoice No: 2021119.91 - 40

RECEIVED
JAN 17 2025
FINANCE DEPT

Invoice Total \$4,652.13

Project 2021119.91 Beachwood - Richmond Road Signals

P.O. #2021-00640
Max Not to Exceed \$279,193.00

Professional Services from November 30, 2024 to December 31, 2024

Task 056 Plan Development Additional

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Goetz, Kristy	1.00	123.00	123.00
Sr. Engineer			
Summerville, Marcus	5.50	113.75	625.63
Design Engineer			
Valley, Brooke	37.00	105.50	3,903.50
Totals	43.50		4,652.13
Total Labor			4,652.13
Total this Task			\$4,652.13

Billing Limits	Current	Prior	To-Date
Total Billings	4,652.13	220,111.41	224,763.54 ✓
Limit			279,193.00
Remaining			54,429.46

Total this Invoice \$4,652.13

Outstanding Invoices

Number	Date	Balance
39	12/13/2024	8,386.25
Total		8,386.25

APPROVED FOR PAYMENT
BY: D.C. RESEK
DATE: 1-14-25
P/O: 2023-01448

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

Orange Village



4600 Lander Rd.
Orange Village, OH 44022
Phone 440-498-4400 Fax 440-498-4404

RECEIVED
DEC 20 2024
FINANCE DEPT

INVOICE

INVOICE: 2024-148
DATE: 10/8/2024

BILL TO:

City of Beachwood
25325 Fairmount Blvd
Beachwood, OH 44122

FOR:

2024 concrete repair

DESCRIPTION	UNIT PRICE	QTY	AMOUNT
Beachwood cost sharing	22,008.60	1.00	\$22,008.60
TOTAL DUE			\$22,008.60

APPROVED

CHRISTOPHER ARRIETTA
PUBLIC WORKS DIRECTOR
12-18-24
DATE
CITY OF BEACHWOOD

Please make all checks payable to Orange Village

Payment is due within 30 days of invoice date.

If you have any questions, please contact Finance Department at 440-498-4400.



FUNFLICKS
OUTDOOR MOVIES

RECEIVED

JAN 13 2025

FINANCE DEPT

RECEIVED

JAN 17 2025

FINANCE DEPT

APPROVED FOR PAYMENT

BY: _____

DATE: _____

NO: 2025-00188



Invoice

If printing and mailing your contract to us, please mail to:
3750 Summit Rd Norton, OH, 44203
FAX: 888-891-0535

Billing Information

City of Beachwood
Mayor Justin Berns
25325 Fairmont Blvd
Beachwood, OH 44122
Home Phone:
Cell Phone: 234567890
Office Phone:

I DO HEREBY CERTIFY THERE ARE (AND WERE)
AT TIME OF RENDERING OF SERVICES)
SUFFICIENT FUNDS LAWFULLY APPROPRIATED
OR IN THE PROCESS OF COLLECTION TO
SUPPORT THE PROPOSED EXPENDITURE
REFERENCED IN THE ATTACHED DOCUMENT

Order No:

37318943

Order Date:

12/2/2024

Rep:

Jennifer Mitzel

Screen Rental Date:

6/19/2025

Arrival Time:

2:00pm

Movie Start Time:

4:00pm

Movie End Time:

7:00pm

Delivery Location

Mayor Justin Berns
TBD
Beachwood, OH 44122

Delivery Method:

Fully Hosted

Surface Type:

Pavement

Name	Qty	Total
LED Screen	1	\$2,000.00
Order subtotal		\$2,000.00
Discount		\$650.00
Surcharge*	8.25%	\$600.00
Delivery		\$50.00
Staffing		\$0.00
Total		\$2,000.00
Amount Paid		\$0.00
Balance Due		\$2,000.00

*8.25% is added to all reservations. This surcharge is not a tax, it is a royalty percentage payable to the owner of the registration trademark.

Please Note: Final Balances are due 14 days prior to your event date.

Your reservation is not confirmed in our system until you have signed your contract (either online, or sent via fax or mail).

Equipment Rental Agreement

Total \$8,250.00
for all



FUNFLICKS
OUTDOOR MOVIES

RECEIVED
JAN 13 2025
FINANCE DEPT



Invoice

Rec
APPROVED FOR PAYMENT
1/13/25
2025-00188

If printing and mailing your contract to us, please mail to:
3750 Summit Rd Norton, OH, 44203
FAX: 888-891-0535

Billing Information

City of Beachwood
Mayor Justin Berns
25325 Fairmont Blvd
Beachwood, OH 44122
Home Phone:
Cell Phone: 234567890
Office Phone:

DO HEREBY CERTIFY THERE ARE (AND WERE
AT TIME OF RENDERING OF SERVICES)
SUFFICIENT FUNDS LAWFULLY APPROPRIATED
OR IN THE PROCESS OF COLLECTION TO
SUPPORT THE PROPOSED EXPENDITURE
REFERENCED IN THE ATTACHED DOCUMENT

Order No: 37318833
Order Date: 12/2/2024
Rep: Jennifer Mitzel

Delivery Location
Beachwood High School
Mayor Justin Berns
25100 Fairmount Blvd
Beachwood, OH 44122

Approved
2025 1/13/25
Finance Director

Screen Rental Date: 7/13/2025
Arrival Time: 3:00pm
Movie Start Time: 5:00pm
Movie End Time: 7:30pm

Delivery Method: Fully Hosted
Surface Type: Pavement

Name	Qty	Total
LED Screen	1	\$2,000.00
Order subtotal		\$2,000.00
Discount		\$650.00
Surcharge*	8.25%	\$600.00
Delivery		\$50.00
Staffing		\$0.00
Total		\$2,000.00
Amount Paid		\$0.00
Balance Due		\$2,000.00

Pd 50% dep
1-13-25
1,000

*8.25% is added to all reservations. This surcharge is not a tax, it is a royalty percentage payable to the owner of the registration trademark.

Please Note: Final Balances are due 14 days prior to your event date.

Your reservation is not confirmed in our system until you have signed your contract (either online, or sent via fax or mail).

Equipment Rental Agreement



FUNFLICKS
OUTDOOR MOVIES

RECEIVED
JAN 13 2025
FINANCE DEPT



Invoice

If printing and mailing your contract to us, please mail to:
3750 Summit Rd Norton, OH, 44203
FAX: 888-891-0535

Billing Information

City of Beachwood
Mayor Justin Berns
25325 Fairmont Blvd
Beachwood, OH 44122
Home Phone:
Cell Phone: 234567890
Office Phone:

I DO HEREBY CERTIFY THERE ARE (AND WERE
AT TIME OF RENDERING OF SERVICES)
SUFFICIENT FUNDS LAWFULLY APPROPRIATED
OR IN THE PROCESS OF COLLECTION TO
SUPPORT THE PROPOSED EXPENDITURE
REFERENCED IN THE ATTACHED DOCUMENT

Order No: 37318917
Order Date: 12/2/2024
Rep: Jennifer Mitzel

Screen Rental Date: 8/10/2025
Arrival Time: 3:00pm
Movie Start Time: 5:00pm
Movie End Time: 7:30pm

Delivery Location

Beachwood High School
Mayor Justin Berns
25100 Fairmount Blvd
Beachwood, OH 44122

Approved
2024 1/13/25
Finance Director

Delivery Method: Fully Hosted
Surface Type: Pavement

Name	Qty	Total
LED Screen	1	\$2,000.00
Order subtotal		\$2,000.00
Discount		\$650.00
Surcharge*	8.25%	\$600.00
Delivery		\$50.00
Staffing		\$0.00
Total		\$2,000.00
Amount Paid		\$0.00
Balance Due		\$2,000.00

Pd 50% dep
1-13-25
1,000

*8.25% is added to all reservations. This surcharge is not a tax, it is a royalty percentage payable to the owner of the registration trademark.

Please Note: Final Balances are due 14 days prior to your event date.

Your reservation is not confirmed in our system until you have signed your contract (either online, or sent via fax or mail).

Equipment Rental Agreement



FUNFLICKS
OUTDOOR MOVIES

RECEIVED
JAN 13 2025
FINANCE DEPT



Invoice

If printing and mailing your contract to us, please mail to:
3750 Summit Rd Norton, OH, 44203
FAX: 888-891-0535

Billing Information

City of Beachwood
Mayor Justin Berns
25325 Fairmont Blvd
Beachwood, OH 44122
Home Phone:
Cell Phone: 234567890
Office Phone:

I DO HEREBY CERTIFY THERE ARE (AND WERE
AT TIME OF RENDERING OF SERVICES)
SUFFICIENT FUNDS LAWFULLY APPROPRIATED
OR IN THE PROCESS OF COLLECTION TO
SUPPORT THE PROPOSED EXPENDITURE
REFERENCED IN THE ATTACHED DOCUMENT

Order No: 37319059
Order Date: 12/2/2024
Rep: Jennifer Mitzel

Screen Rental Date: 9/28/2025
Arrival Time: 10:00am
Movie Start Time: 12:00pm
Movie End Time: 5:00pm

Delivery Location

City of Beachwood
Mayor Justin Berns
25325 Fairmount Blvd.
Beachwood, OH 44122

Delivery Method: Fully Hosted
Surface Type: Pavement

Name	Qty	Total
LED Screen	1	\$2,250.00
Order subtotal		\$2,250.00
Discount		\$275.00
Surcharge*	8.25%	\$225.00
Delivery		\$50.00
Staffing		\$0.00
Total		\$2,250.00
Amount Paid		\$0.00
Balance Due		\$2,250.00

*8.25% is added to all reservations. This surcharge is not a tax, it is a royalty percentage payable to the owner of the registration trademark.

Please Note: Final Balances are due 14 days prior to your event date.

Your reservation is not confirmed in our system until you have signed your contract (either online, or sent via fax or mail).

Equipment Rental Agreement



MICHAEL H. WILDERMUTH, AIA, ARCHITECT

RECEIVED

JAN 17 2025

FINANCE DEPT

January 6, 2025

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

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

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

Plan Review for the month of December 2024..... \$500.00
Cost Breakdown Sheet Attached

Total amount due.....\$500.00

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

APPROVED FOR PAYMENT
DATE: 1-7-25
BY:

101 General Fund \$250.00
783 Depart Fund \$250.00

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

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

		December 2024		
MHW	Beachwood	Job Name	Time	
Job No	Receipt No.			
CB2413-4 12-22-2024	2024-02421	Primrose Fireline	2.0H	\$250.00
CB2448-1 12-22-2024	2024-09140	Aloft ADA	2.0H	\$250.00
		Total	4.0 H	\$500.00

INTRODUCED BY:

ORDINANCE NO. 2025-4

AN ORDINANCE AMENDING ORDINANCE NO. 2017-23 TO ADJUST THE COMPENSATION OF THE MAYOR/DIRECTOR OF PUBLIC SAFETY.

WHEREAS, Article VIII, Section 3 (1)(A) of the Charter of the City of Beachwood provides that Council shall establish, by Ordinance, or amend as necessary, the salary and compensation of the Mayor;

WHEREAS, the Mayor as an elected official is compensated for services rendered rather than hours worked on a prescribed work schedule;

WHEREAS, pursuant to Beachwood City Charter, Article IV Section 4(4), the Mayor shall also act as the head of the Department of Public Safety.

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

Section 1: Pursuant to Beachwood City Charter Article IV, Section 4(4), the Mayor shall also act as the Director of the Department of Public Safety.

Section 2: Council hereby amends compensation for the Mayor/Director of Public Safety as set forth in Ordinance No. 2017-23 of this Council and any other provisions of ordinances in conflict with this Ordinance, to be effective January 1, 2026, as follows:

Elected Officials.

(A) Effective January 1, 2026, the salary for the Mayor shall be set at \$165,000. Beginning January 1, 2027, and annually thereafter, the salary shall be adjusted by the lesser of three percent (3%) or the Social Security Cost of Living Adjustment (COLA) for that year. City Council shall review the Mayor's salary every four years to assess its adequacy and make any necessary adjustments

(B) Annual Benefits for the Mayor/Director of Public Safety:

The Mayor/Director of Public Safety shall receive medical and other benefits generally provided for full-time administrative employees of the City, with the exception of vacation leave, longevity compensation, and sick leave. Such benefits will include but are not limited to: medical insurance, life insurance with an option of accidental death and dismemberment coverage, and short-term disability benefits provided for administrative employees of the City; cellular phone allowance at the maximum allowed per Section 2.8.3 of the Administrative Salary Ordinance; and the use of an automobile provided by the City.

The Mayor conducts City business during regular business hours, including nights and weekends and, therefore, the Mayor's compensation is not based on a set number of hours worked on a weekly, monthly or annual basis.

ORDINANCE NO. 2025-4

There shall be no adjustment to the Mayor's pay based on variations in the Mayor's work schedule.

The City shall establish a "fringe benefit" pension "pickup plan" and pay fifty percent (50%) of the Mayor/Director of Public Safety's mandatory pension contribution. This is in addition to the Mayor/Director of Public Safety's ability to participate in the City's "salary reduction" pension "pickup plan".

Travel expenses for official business of the City or the reimbursement of out-of-pocket expenses in excess of Five Hundred Dollars (\$500.00) must be approved by Council. All expenses of any amount shall be related to official City business, shall be reasonable, and shall be substantiated by receipts submitted to the Finance Department. Expenses of an out-of-town workshop, seminar, or convention will require advance approval by Council if such event involves more than Five Hundred Dollars (\$500.00) in total expenditures. Travel expenses to attend Mayor's Court Training, each year, is approved for a total not to exceed Five Hundred Dollars (\$500.00).

No other benefits are provided for the Mayor, unless approved by Council.

Section 3: Council further directs that this compensation schedule for the Mayor/Director of Public Safety shall remain in effect unless and until amended by Council pursuant to the Charter and ordinances of the City of Beachwood. Further, all currently existing salary ordinances of the City shall be amended to insert the above salary and benefits for the Mayor/Director of Public Safety of the City, and any part of such ordinances inconsistent herewith are repealed in applicable part, except that the existing salary ordinance for the Mayor shall remain in effect until this Ordinance becomes effective on January 1, 2026.

Section 4: 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 5: Consistent with Article VIII, Section 1 of the Charter, this Ordinance providing for compensation of the Mayor/Director of Public Safety shall be read three times at three separate Council meetings, and not be passed as an emergency or urgent legislative measure.

ORDINANCE NO. 2025-4

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

Attest: I hereby certify this legislation was duly adopted on the ____ day of _____, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ____ day of _____, 2025.

Clerk

Acknowledgment:

Although this Ordinance provides benefits to the Office of Mayor after my current term of office has expired, I have neither approved nor disapproved this legislation when presented to me due to what someone may assert could be a potential conflict of interest and, therefore, the same shall become law in the manner provided in the Charter for such matters.

Mayor

The Clerk of Council notes that Mayor Justin Berns did not participate in the passage or approval of this legislation, nor did he preside over any meetings during consideration of this Ordinance.

Clerk

Pursuant to the provisions of the City Charter:

Placed on First Reading:

Placed on Second Reading:

Placed on Third Reading:

Adopted:

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE CITY OF
BEACHWOOD, OHIO PLANNING AND ZONING CODE

WHEREAS, the City Planner and Building Commissioner have recommended amendments to the City's Planning and Zoning Code in response to property owner requests and discussions with Administrative Staff, Council, and the Planning and Zoning Commission, which amendments are attached hereto and fully incorporated by reference herein as "Exhibit A"; and

WHEREAS, these amendments are intended to promote public health, safety, and welfare by improving clarity of the Code, enhancing land use controls to enhance overall property values in the City, and simplifying interpretation of the Code.

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, having received a recommendation from the City Planner and Building Commissioner for amendments to the City's Planning and Zoning Code, places this issue and said proposed amendments in "Exhibit A" hereto on first reading and refers the proposed amendments to the Planning and Zoning Commission for its study, report, and recommendation.

Upon receipt of the Planning and Zoning Commission's report and recommendation, Council shall place the proposed amendments on second reading and schedule a public hearing or refer the matter to a Committee of Council for consideration.

If a public hearing is scheduled, it shall occur no less than 30 days after receipt of the Planning and Zoning Commission's report and recommendation. If the Ordinance is referred to a Committee of Council, a public hearing shall be scheduled following the Committee's report. This Ordinance shall be read by Council on three separate occasions, and its passage shall cause the proposed text amendments to the Code to become effective upon operation of law.

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.

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

Attest: I hereby certify this legislation was duly adopted on the ____ day of _____, 2025 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ____ day of _____, 2025.

Clerk

Approval: I have approved this legislation this ____ day of _____, 2025 and filed it with the Clerk.

Mayor

EXHIBIT A

PROPOSED CODE AMENDMENTS

1. AMEND SECTION 1101.08 DEFINITION OF "BUILDING HEIGHT"
2. AMEND CHAPTER 153 "ARCHITECTURAL BOARD OF REVIEW"
3. DELETE CHAPTER 1145 "YARDS AND LINES" IN ITS ENTIRETY
4. DELETE CHAPTER 1143 "LOTS" IN ITS ENTIRETY
5. AMEND CHAPTER 1146 "FENCES, LANDSCAPING, AND DRIVEWAYS" BY MOVING SOME SECTIONS TO CHAPTER 1113 U-1 AND AMENDING OTHER SECTIONS
6. AMEND CHAPTER 1113 "U-1 SINGLE FAMILY RESIDENTIAL DISTRICT" TO INCLUDE ALL APPLICABLE REGULATIONS (OTHER THAN FENCES)

1101.08 BUILDING HEIGHT.

"Building Height" means the vertical distance from the finished grade at the ~~centerline, six feet (6') perpendicular to the front~~front building line, to the top of the highest roof beams of a flat roof or to the ~~mean level~~peak of the highest gable or ~~slope of a~~ hip roof. When a building faces on more than one street, Commission shall determine the front. The finished grade may not be less than the average finished grade across the width of the lot measured at the front building line.

CHAPTER 153

ARCHITECTURAL BOARD OF REVIEW

- 153.01 Established.
- 153.02 Qualifications of members.
- 153.03 Conflict of interest.
- 153.04 Organization.
- 153.05 Quorum.
- 153.06 Purpose.
- 153.07 Review and Approval Required.
- 153.08 Accessory Structures.
- 153.09 Appeals

CROSS REFERENCES

- Power to establish - see CHTR. Art. VI, Sec. 1
- Fee for review of plans and specifications - see BLDG. 1329.08
- Sign Permits – see Section 1141.06

153.01 ESTABLISHED.

(a) There is hereby established an Architectural Board of Review which shall consist of three members, who shall be the Building Commissioner, the City Planner, and one additional member who shall be appointed by the Mayor and confirmed by Council for a term of three years. Current members of the Architectural Board who are not the appointed member shall serve as alternate members until the expiration of their terms.

(b) Vacancies shall be filled for the remainder of an unexpired term in the same manner as the original appointment. Any member of the Board shall be subject to removal by the Mayor, with the consent of Council, for cause. In the event of a temporary absence or unavailability of any appointed member, an alternate member is hereby authorized to replace the appointed member during the appointed member's unavailability. Such alternate member shall possess all of the qualifications of an appointed member, shall have the same powers and perform the same duties and shall receive the same compensation as an appointed member for each meeting attended.

(Ord. 2009-152. Passed 12-7-09.)

153.02 QUALIFICATIONS OF MEMBERS.

The appointed member of the Architectural Board of Review shall be a registered architect, duly registered and authorized to practice architecture in and under the laws of the State of Ohio, and shall have been actively engaged in the general practice of architecture as a registered architect in the State of Ohio for a period of not less than three years prior to

appointment to the Board.
(Ord. 2009-152. Passed 12-7-09.)

153.03 CONFLICT OF INTEREST.

No member of the Architectural Board of Review shall participate in the review of any work of which he or any partner or professional associate is the author, or in which he or they have any direct or indirect financial interest.
(Ord. 2009-152. Passed 12-7-09.)

153.04 ORGANIZATION.

The Building Commissioner shall serve as Chairman and shall be responsible for the proper administration of the Board and for scheduling regular meetings of the Board. If the Secretary is unavailable, one of the members of the Board shall act as Secretary for the meeting. The Secretary shall keep records of each Board meeting.
(Ord. 2009-152. Passed 12-7-09.)

153.05 QUORUM.

Two members of the Architectural Board of Review, one of whom shall be the appointed member, shall constitute a quorum, and its official action shall require the affirmative vote of not less than two members. It shall exercise the powers and duties herein provided for in accordance with the ordinances of the City and such laws of the State as may be applicable. The Board may adopt rules and regulations for its procedure.
(Ord. 2009-152. Passed 12-7-09.)

153.06 PURPOSE.

The purpose of the Architectural Board of Review is to preserve and protect the public health, safety and welfare by maintaining the high character of community development and protecting the real estate and its value in the City from impairment or reduction of value by regulating, according to architectural principles, the design, use of materials, finished grade lines and orientation of all new buildings, and by assuring that the appearance and aesthetics of building exteriors reasonably conform to City standards found in the area of the proposed building or addition to an existing building.
(Ord. 2009-152. Passed 12-7-09.)

153.07 REVIEW AND APPROVAL REQUIRED.

Each application for a building permit for:

- (a) a new principal building;
- (b) an addition to or expansion of an existing principal building;
- (c) a commercial sign; or
- (d) an accessory building of two hundred (200) square feet or greater

shall first be referred to the Architectural Board of Review for consideration. No building or sign permit for any of the above shall be issued without the prior approval of the Architectural Board of Review.

153.08 ACCESSORY STRUCTURES.

Accessory buildings of less than two hundred (200) square feet in area and accessory structures such as, but not limited to, pools, decks, pergolas, play equipment, and similar structures shall not require review and approval by the Architectural Board of Review, provided however, that the Building Commissioner may refer any such building or structure to the Architectural Board of Review for its consideration where the Commissioner has concerns as to whether such accessory building or structure fits and is appropriate in the neighborhood.

153.09 APPEALS.

Persons aggrieved by a final decision of the Architectural Board of Review with regard to approval of building plans may appeal such decision to the Planning and Zoning Commission provided that such appeal shall be filed within thirty (30) days after the date of the Architectural Board of Review's action.

(Ord. 2009-152. Passed 12-7-09.)

DELETE CHAPTER 1145 "YARDS AND LINES" IN ITS ENTIRETY

DELETE CHAPTER 1143 "LOTS" IN ITS ENTIRETY

CHAPTER 1146
FENCES, ~~LANDSCAPING AND DRIVEWAYS~~

1146.01 Definitions.

1146.02 Fences.

~~1146.03 Landscaping.~~

~~1146.04 Driveways in Class U-1 Districts.~~

1146.99 Violations and penalties.

1146.01 DEFINITIONS.

Terms as used in this chapter shall have the following meanings:

- (a) "Decorative or Ornamental Fence" means any type of free-standing open fence, except chain-link and wire fences.
- (b) "Fence" means an elevated partition or barrier separating one lot from another lot or parts of the same lot and includes the material used for the fence, its support members and all related parts.
- (c) "Fence Height" shall be measured from the existing predominant and prevailing ground grade level to the top of the fence. No berm, mound or base shall be created or constructed for the purpose of erecting a fence thereon so as to increase the permitted height of the fence from the level of the then existing natural grade.
- (d) "Free-standing Fence" means a fence which is not connected at any point to the main building on the property.
- (e) "Growing Landscaping" means grass, trees, bushes and other living plants.
- (f) "Hardscape" means patios, walkways, fountains, decks, and other improved surfaces.
- (g) "Open Fence" means a fence with at least twenty-five percent (25%) aggregate opening over the surface area of the fence with all openings equally distributed.
- (h) "Snow Fence" means a flexible temporary ~~wood and wire~~ barrier which has an aggregate opening of fifty percent (50%) over the surface area of the fence and is designed and used for the sole purpose of limiting snow from drifting.
- (i) "Garden Fence" means a temporary barrier which has an aggregate opening of fifty percent (50%) over the surface of the fence and which is intended and located so as to enclose and protect vegetables and other plants from animals.

1146.02 FENCES.

- (a) Permitted Materials: Fences shall be constructed of wood, steel, aluminum, or PVC (polyvinyl chloride), formulated to resist impact and approved for ultraviolet stabilization, meeting requirements of ASTM D638. All fencing shall be structurally able to withstand weather conditions.

(b) Fences Permitted In U-1, U-2A, U-3, U-3C, and U-3A Use Districts: Fences are permitted on property zoned Class U-1, U-2A, U-3, U-3C, and U-3A according to the following regulations:

- (1) Along side and rear lot lines, but not greater than six feet (6') in height where abutting land is zoned Class U-1, U-2A, U-3, U-3C or U-3A.
- (2) Along side and rear lot lines, but not greater than eight feet (8') in height where the abutting land is zoned in any non-residential Use District.
- (3) Within the rear yard, but not greater than six feet (6') in height.
- (4) Ornamental fences within front yards provided that:
 - A. ~~An No~~ ornamental fence ~~by itself, or with other structures,~~ shall ~~not completely enclose~~ exceed four (4) feet any area of a required front yard.
 - B. An ornamental fence shall not be located closer to any side lot line than the foundation wall on that side of the house.
 - C. No ornamental fence shall be erected closer than ~~twenty ten~~ feet (20'10') from the front property line.
 - D. ~~The total of all ornamental fencing within the required front yard setback shall be less than fifty percent (50%) of the width of the lot.~~
- (5) ~~Ornamental fences~~ Fences in the street side yard of corner lots, but not greater than six (6) feet in height or closer than ~~twenty twelve (2012)~~ feet from the right-of-way line.

(c) Fences Permitted in Non-Residential Use Districts:

- (1) Along side and rear lot lines, but not greater than eight feet (8') in height.
- (2) Within the rear yard, but not greater than eight feet (8') in height.
- (3) Within front yard setbacks only as specifically authorized by the Commission.

(d) Prohibited Fences: The following fences are prohibited in the City:

- (1) Wire fences constructed of material less than #11 AWG.
- (2) Barbed wire fences.
- (3) Fences charged with electricity.
- (4) Fences forward of the required front yard setback, except for ornamental fences as regulated in subsection (b)(4) hereof or within non-residential districts as provided in subsection (c)(3) hereof.
- (5) Snow fences greater than four feet (4') in height or used during the months of April through and including October.
- ~~(6) Fences located less than fifteen feet (15') from any driveway where the driveway is closer than fifteen feet (15') from a side lot line.~~
- ~~(76)~~ Fences not specifically permitted by this Chapter.
- ~~(87)~~ Fences not having a uniform color, material and design except as specifically authorized by the ~~Commission~~ Building Commissioner.
- ~~(9) Any solid fence or any fence that does not comply with the definition of an Open Fence as set forth in Section 1146.01(g), provided however, that solid fences may be permitted in non-residential districts for screening and buffering as approved by the Commission.~~

(e) Construction Or Replacement; Permit Required: Before constructing or replacing any fence, except ~~a snow fences or garden fences that enclose an area of less than two hundred (200) square feet~~, the owner shall apply for and be issued a permit by the Building

Commissioner. Fences for land zoned other than Class U-1 Single-Family District shall also require the approval of the Planning and Zoning Commission.

(f) Maintenance Of Fences: Fences shall be maintained with the same standards required of new fences, and the owner shall:

- (1) Replace or repair any part that is rusted or rotted.
- (2) Re-paint or re-stain any part where the paint or stain is faded, cracked or peeling.
- (3) Repair or replace any part that is loose, bent, bowed or leaning.

(g) Nonconforming Fences: A nonconforming fence is defined as a fence which was constructed prior to the enactment of legislation regulating fences. Nonconforming fences shall be repaired and maintained, and shall be replaced with conforming fences if more than fifty percent (50%) of any such fence requires replacement, is destroyed or removed.

(h) Fences shall be designed, constructed and maintained so that the finished side faces the neighbor or the structure is equally attractive from the side of the adjoining property owner.

(i) Fences may be placed adjacent to the property line, but shall not be placed on the property line.

1146.03 — LANDSCAPING.

~~—(a) Height Of Hedges And Shrubbery: Shrubs, hedges or bushes adjacent to side yard lines in front of the building line and shrubs, hedges or bushes adjacent to and parallel with the public sidewalk for a distance of fifteen feet (15') from any driveway shall be planted and maintained so as not to exceed a height of two feet (2'). Prior to any prosecution for the violation of this section, the property owner shall be given ten (10) days written notice by the Chief of Police or his duly authorized representative.~~

~~—(b) Shade Tree Planting: Any owner or builder of a house or other building which is constructed and erected within the City shall deposit seventy-five dollars (\$75.00) with the Public Works Department to cover all expenses for the planting of shade trees on the tree lawn abutting such house or other building. One shade tree shall be planted for each multiple of thirty feet (30') to fifty feet (50') of frontage, depending on the tree lawn and type of tree to be planted, as determined by the Public Works Director. Corner lots require trees on both streets. A minimum of one (1) shade tree shall be planted for each house or other building, regardless of the frontage of the lot. The Building Commissioner shall not issue a building permit to any person engaged in the construction of houses or buildings for resale until such person has complied with this section.~~

~~—(c) Landscaping of Residential Lots Required: Growing and/or non-growing landscaping is required on the entire lot, except for such portions as are occupied by the house, garage, driveway or other permitted improvements. Council hereby finds and determines that the required landscaping is necessary for the public peace, health, safety and welfare, to protect pedestrians, to prevent deterioration of property values and to prevent the wash-down of mud and other debris across sidewalks and into catch basins. Not more than fifteen percent (15%) of the total lot area shall consist of hardscape, parking areas, and driveways.~~

~~—(d) Tree Lawns: Tree lawn areas shall only be planted with grass and/or City authorized street trees. No other improvements or landscaping shall be permitted within the tree lawn. No retaining walls, landscape timbers, or other landscape features shall be placed within twelve inches (12") of a public sidewalk. Damage to landscape features located within twelve inches (12") of a public sidewalk from snow plowing or sidewalk maintenance shall be the responsibility of the homeowner.~~

~~—(e) Completion of Landscaping: Landscaping shall be completed within one hundred twenty (120) days following issuance of a certificate of occupancy unless such date occurs after October 1 of a year. In that event, the time for completion shall be extended to June 1 of the following year. However, should a certificate of occupancy not be issued within two hundred forty (240) days of the issuance of a building permit, then the builder or owner shall install the front yard landscaping within ninety additional days unless such date occurs after October 1 of a year. In that event, the time for completion shall be extended to June 1 of the following year.~~

~~—(f) Emergency Improvements: The City may, as a condition of any building permit, enter upon single-family lots and make temporary emergency improvements required for the protection of the building, land or neighboring property. The City shall give reasonable notice to the person issued the building permit or others. The City may suspend the building permit until the cost for such emergency improvements is reimbursed to the City and/or it may assess such costs against the property.~~

~~—(g) Maintenance of Landscaping in Single Family Residential Districts: The person who applies for and is issued required building permits or certificates of occupancy shall cause the landscaping required by this section to be installed as set forth in this section, and the continuing owners of the property shall maintain the lot in compliance with this Building Code. After it is installed as required, the original landscaping may be altered by the owner without an additional permit, provided that such alteration meets the standards of this Building Code. Owners of single-family homes shall install and maintain landscaping by planting, replanting or installing all of the growing things and maintaining other permitted landscaping features in good maintenance and repair, with the grass cut to a height not to exceed eight inches (8").~~

~~—(h) Notice of Violations: The Building Commissioner shall give written notice to the owner, owner-tenant or person in charge of a single-family home found in violation of the Building Code. Such notice shall direct the installation and/or maintenance of landscaping and landscaping features as required by this section to be completed within five (5) days from the date the notice is to be delivered. If the owner, owner-tenant or person in charge cannot be located, the notice shall be delivered to the house occupying such lot and posted thereon, which delivery shall constitute sufficient notice under this subsection. A separate offense under this subsection shall be deemed committed each day a violation continues, but no additional notice, after the first notice, shall be required.~~

~~1146.04 — DRIVEWAYS IN CLASS U-1 DISTRICTS.~~

~~Excluding the tree lawn, not more than forty percent (40%) of the required front yard area may be improved with driveways, parking areas, sidewalks, and other hardscape surfaces.~~

1146.99 VIOLATIONS AND PENALTIES.

Any person who fails to comply with any provision of the Chapter shall be guilty of a misdemeanor of the first degree and upon conviction thereof shall be subject to the penalties set forth in Section 101.99 of these Codified Ordinances.

CHAPTER 1113 U-1 SINGLE-FAMILY RESIDENTIAL DISTRICT

- 1113.01 Permitted Uses.
- 1113.02 Accessory Uses.
- 1113.03 Lot Area Per Dwelling Unit
- 1113.04 Lot Width
- 1113.05 Lot Depth
- 1113.04-06 Location of building lineBuilding Setback Line.
- 1113.05-07 Side Yards
- 1113.03-08 Rear Yards
- 1113.06-09 House Size~~districts.~~
- 1113.07-10 Projections into and uses of required yards.
- 1113.08-11 Maximum Height~~regulations.~~
- 1113.12 Frontage Required
- 1113.13 Landscaping
- 1113.14 Driveways
- 1113.15 Fences
- 1113.09-16 Cluster Development Alternate.

1113.01 PERMITTED USES.

In a Class U-1 District, no building or premises shall be used, and no building shall be erected which is designed, constructed or used, for any purpose other than a single-family detached dwelling, occupied and used by one family as defined in Section 1101.22, or a residential care facility as ~~set forth herein~~defined in Section 1101.347.

1113.02 ACCESSORY USES.

~~An~~The following accessory uses ~~is~~may be permitted in a Class U-1 District, provided that such accessory use is located upon the same lot or use to which it is accessory.

(a) Garages. Each dwelling shall have an enclosed garage space for at least ~~one (1)~~two (2) vehicles, but the total garage floor area for any dwelling shall not exceed 1,050 square feet of gross floor area.

(b) Home Occupations. Home occupations are permitted for professional and business offices where each person employed in such business or profession actually resides at the residence. Such business or professional office shall not have any signage. No residence

may be used as a store, trade or business for the sale or storage of any merchandise or other property ~~declared unlawful by the laws of the United States, the State and/or the City.~~ The sale of personal furniture and furnishings owned and used by the occupants may be sold as is otherwise regulated by City ordinance.

(c) **Parking.** The parking or storage of any truck, bus or other commercial vehicle is prohibited unless the vehicle is in actual use, performing a service or delivering or picking up merchandise or persons from the property, or unless such vehicle is parked entirely within an enclosed accessory garage located on the same lot as the residence. Motor vehicles shall be parked only within an enclosed garage or on a paved driveway. A motor vehicle which is not capable of operation on a public street or highway shall not be parked or permitted to remain outside of an enclosed garage. Parking spaces in U-1 Districts shall comply with the provisions of Chapter 1144.

(d) **Roomers.** Each residence may rent not more than one (1) bedroom to not more than two (2) persons as roomers.

(e) **Accessory Recreation Structures.** Accessory recreation structures, such as children's play equipment and fenced courts, may be permitted provided such accessory recreation structures:

- (1) Are located in the rear yard behind the principal building;
- (2) Are located a minimum of ten feet (10') from the rear lot line;
- (3) Comply with the side yard setbacks contained in Section 1113.05.

Tree houses and accessory recreation structures are not included in the definition of "building" or "structure" as set forth in Section 1101.07.

1113.03 LOT AREA PER DWELLING UNIT.

(a) In a Class A-1 Area District, no Dwelling shall be erected or altered to accommodate or make provision for more than one (1) Dwelling Unit for each 18,000 square feet of lot area, and further provided that not more than one (1) Single Family Detached Dwelling may be erected on any lot separately owned prior to May 18, 1953, or on any numbered lot in a recorded subdivision that was on record in the office of the County Recorder at the time of the passage of this section, a dedication of the streets of which subdivision was accepted for public use by Council.

(b) In a Class A-2 Area District, no Dwelling Unit shall be erected or altered to accommodate or make provision for more than one (1) family for each 9,000 square feet of area of the lot, provided that one Single Family Detached Dwelling may be erected on any lot separately owned at the time of the passage of this section, or on any numbered lot in a recorded subdivision that was on record in the office of the County Recorder at the time of the passage of this section, a dedication of the streets of which subdivision was accepted for public use by Council.

(c) There shall not be more than one Dwelling Unit on any individual building lot.

1113.04 LOT WIDTH.

(a) In a Class A-1 Area District, no Dwelling Unit shall be erected on a lot having an average width of less than one hundred feet (100') unless such lot was separately owned prior to May 18, 1953, or unless such lot is a numbered lot in a subdivision that was on record in the office of the County Recorder at the time of the passage of this section and for which a dedication of the streets in such allotment was made for public use and accepted by Council.

(b) In a Class A-2 Area District, no Dwelling Unit shall be erected on a lot having an average width of less than sixty feet (60') unless such lot was separately owned prior to May 18, 1953, or unless such lot is a numbered lot in a subdivision that was on record in the office of the County Recorder at the time of the passage of this section and for which a dedication of the streets in such allotment was made for public use and accepted by Council.

1113.05 LOT DEPTH.

(a) In a Class A-1 Area District, no Dwelling Unit shall be erected on a lot having an average depth of less than one hundred eighty feet (180') unless such lot was separately owned prior to May 18, 1953, or unless such lot is a numbered lot in a subdivision that was on record in the office of the County Recorder at the time of the passage of this section and for which a dedication of the streets in such allotment was made for public use and accepted by Council.

(b) In Class A-1 and in Class A-2 Area Districts, no Dwelling Unit shall be erected on a lot having an average depth of more than three and one-half times (3.5) the average width. These provisions shall not apply if such lot was separately owned prior to May 18, 1953, or if such lot is a numbered lot in a subdivision that was on record in the office of the County Recorder at the time of the passage of this section and for which a dedication of the streets in such allotment was made for public use and accepted by Council.

1113.0406 LOCATION OF BUILDING SETBACK LINE.

On any street frontage in a Class U-1 District, the location of the building line shall be as follows:

(a) On a street frontage other than the side line of a corner lot, the distance of the building line back from the street right-of-way line shall be twenty percent (20%) of the average depth of the lot or thirty-five feet (35') whichever is greater.

(b) In a Class U-1 District along the side line of a corner lot, the distance of the building line back from the street right-of-way line shall be twenty percent (20%) of the average width of such lot, or twenty feet (20') whichever is greater.

(c) No building or portion of a building extending above the established finished grade shall be erected between the Building Line and the street right-of-way line.

1113.0507 SIDE YARDS.

Side yards are required in Single-Family House Districts as follows:

Lot Frontage Width (ft.)	Combined Open Side Yard (ft.)	Minimum Side Yard (ft.)
100 and over	28	14
80 to 99	24	12
60 to 79	15	7
50 to 59	11	3
49-40 to 59 49	11	3

Building permits shall be issued wherever possible to alternate minimum side yards to avoid abutting minimum side yards.

1113.0308 REAR YARDS.

(a) In a Class U-1 District, every building erected shall have a rear yard. The least dimension of such rear yard shall be thirty percent (30%) of the average depth of the lot, but such least dimension need not be more than forty feet (40'), ~~provided such least dimension shall be in no case less than one-half of the height of the building.~~

(b) Decks and similar unenclosed structures, or portions thereof, ~~may extend into said rear yards, but no such structure shall extend closer to the rear lot line than a least dimension of~~ shall have a minimum rear setback equal to twenty percent (20%) of the average depth of the lot. Decks shall have a minimum side yard setback of five (5) feet.

(c) Twenty-five percent (~~25~~20%) of the area of ~~such the rear~~ yard may be occupied by a one-story accessory building not more than fifteen feet (15') in height. Accessory buildings on interior lots shall be located a minimum of five feet (5') from the side and rear lot lines.

(d) On a corner lot the rear line of which is identical with the side line of an interior lot, no accessory building, if detached from the main building, shall be erected within twenty-five feet (25') of any street line or within ten feet (10') of the rear lot line.

1113.0609 HOUSE SIZE ~~DISTRICTS~~.

(a) Purpose and Intent. House size regulations are established to insure long-term compatibility within neighborhoods, preserve and protect residential property values,

balance the size and bulk of housing with available lot area, avoid over building of residential lots, and provide appropriate housing opportunities within the City.

(b) Minimum Floor Area. Each house shall have a minimum gross floor area excluding basements, as defined in Section 1101.05, and garages based upon the Area District in which it is located as set forth herein:

A-1 Area Districts 2,400 Square Feet

A-2 Area Districts 1,800 Square Feet

(c) Maximum Floor Area. Each house shall have a maximum gross floor area excluding basements, as defined in Section 1101.05, and garages in accordance with the following table:

- (1) On lots that are 9000 square feet in area and greater and which have a lot width of 80 feet or greater, the maximum gross floor area shall be 5,000 square feet.
- (2) On any lot that is less than 9000 square feet in area or which has a lot width of less than 80 feet, the maximum gross floor area shall be 4,000 square feet.

Lot Area	Minimum Side Yard	Maximum House Size
Less than 10,000 Sq. Ft.	Less than 10 Feet	2.0 X Buildable Area
Less than 10,000 Sq. Ft.	10 Feet or Greater	2.2 X Buildable Area
10,001 to 15,000 Sq. Ft.	Less Than 10 Feet	1.5 X Buildable Area
10,001 to 15,000 Sq. Ft.	10 Feet or Greater	1.7 X Buildable Area
15,001 to 24,000 Sq. Ft.	10 Feet or Greater	1.25 X Buildable Area
Greater Than 24,000 Sq. Ft.	10 Feet or Greater	1.1 X Buildable Area

~~For purposes of compliance with this section, Buildable Area shall be that portion of a lot behind the required Front, Side and Rear Set-Back Lines for the Use District within which a building may be constructed in conformance with this chapter. All Required Yards shall be deducted from the lot area to determine the Buildable Area.~~

~~1113.0710~~ PROJECTIONS INTO AND USES OF REQUIRED YARDS.

(a) There shall be no parking or storage of any motor vehicle in a side or rear yard or in front of any building setback line except upon an approved driveway or apron. No commercial vehicle shall be parked or stored on an unenclosed portion of a residentially zoned property except as specifically authorized in Section 452.14 of the Traffic Code.

(b) No commercial materials or equipment shall be stored on the exterior area of any residentially zoned property.

(c) The following building features may extend not more than twenty-four inches (24") into any front, side, or rear yard setback:

- (1) Cornices, canopies, eaves, overhangs and similar features;
- (2) Chimneys;
- (3) Bow windows, bay windows, and similar features.

(d) Steps from required exit doors may extend not more than three feet (3') into any required front, side, or rear yard setback.

(e) Accessibility ramps for disabled persons which meet Americans with Disabilities Act guidelines may extend into required front, side or rear yard setbacks subject to a determination by the Building Commissioner that the design of such facilities is reasonable and constitutes the least possible intrusion into the required setback. Such structures shall be considered temporary and any permit issued by the Building Commissioner shall contain a written agreement by the applicant to remove same upon termination of the accessibility need.

(f) Driveways, patios, and other hardscape surfaces shall be setback a minimum of two (2) feet from any side lot line and five (5) feet from any rear lot line.

(g) On a corner lot between the building line and the street line, and within the triangular space included between the street line, for a distance of twenty-five feet (25') from their point of intersection, no fence or other structure more than three feet (3') in height above the plane of the established grade shall hereafter be erected, and no shrubs or foliage shall be maintained that, in the judgment of the Building Commissioner, will materially obstruct the view of a driver of a vehicle approaching the intersection and within seventy-five feet (75') of the center of such intersection, of approaching cross traffic which is within seventy-five feet (75') of the center of such intersection.

~~1113.0811~~ 1113.11 ~~MAXIMUM HEIGHT REGULATIONS.~~

Each dwelling shall have a maximum height of thirty-five feet (35').

~~1113.12~~ 1113.12 ~~LANDSCAPING.~~

(a) Height Of Hedges And Shrubbery. Shrubs, hedges or bushes adjacent to side yard lines in front of the building line and shrubs, hedges or bushes adjacent to and parallel with the public sidewalk for a distance of fifteen feet (15') from any driveway shall be planted and maintained so as not to exceed a height of three feet (3').

(b) Shade Tree Planting. Any owner or builder of a house which is constructed and erected within the City shall deposit two hundred fifty dollars (\$250.00) per tree with the Public Works Department to cover all expenses for the planting of shade trees on the tree lawn abutting such house or other building. One shade tree shall be planted for each forty feet (40') of frontage, depending on the tree lawn and type of tree to be planted, as determined by the Public Works Director. Corner lots require trees on both streets. A minimum of one (1) shade tree shall be planted for each house or other building, regardless

of the frontage of the lot. The Building Commissioner shall not issue a building permit to any person until this deposit has been filed.

(c) Landscaping of Residential Lots Required. Growing and/or non-growing landscaping is required on the entire lot, except for such portions as are occupied by the house, garage, driveway or other permitted improvements to prevent the wash-down of mud and other debris across sidewalks and into catch basins. Not less than thirty percent (30%) of the total lot area shall consist of Growing Landscaping. "Growing Landscaping" means grass, trees, bushes and other living plants.

(d) Tree Lawns. Tree lawn areas shall only be planted with grass and/or City authorized street trees. No other improvements or landscaping shall be permitted within tree lawns.

(e) Front Yard Landscaping Restrictions. No retaining walls, landscape timbers, or other landscape features shall be placed within twelve inches (12") of a public sidewalk. Damage to landscape features located within twelve inches (12") of a public sidewalk from snow plowing or sidewalk maintenance shall be the responsibility of the homeowner.

(f) Completion of Landscaping. Landscaping shall be completed within ninety (90) days following issuance of a certificate of occupancy unless such date occurs after November 1 of a year. In that event, the time for completion shall be extended until June 1 of the following year; provided, that the site has been stabilized with temporary seeding or other City approved method of controlling erosion and sedimentation.

(g) Temporary Stabilization. All disturbed areas, including stockpiles, must be stabilized with temporary seeding, mulching, erosion matting, or other method in accordance with City standards within thirty (30) days of disturbance.

(h) Emergency Improvements. The City may, as a condition of any building permit, enter upon single-family lots and make temporary emergency improvements required for the protection of the building, land or neighboring property. The City shall give reasonable notice to the person issued the building permit or others. The City may suspend the building permit until the cost for such emergency improvements is reimbursed to the City and/or it may assess such costs against the property.

(i) Maintenance of Landscaping in Single Family Residential Districts. The person who applies for and is issued required building permits or certificates of occupancy shall cause the landscaping required by this section to be installed as set forth in this section, and the continuing owners of the property shall maintain the lot in compliance with this Building Code. After it is installed as required, the original landscaping may be altered by the owner without an additional permit, provided that such alteration meets the standards of this Code. Owners of single-family homes shall install and maintain landscaping by planting, replanting or installing all of the growing things and maintaining other permitted landscaping features in good maintenance and repair, with the grass cut to a height not to exceed eight inches (8").

(j) Notice of Violations. The Building Commissioner shall give written notice to the owner, owner-tenant or person in charge of a single-family home found in violation of this

section. Such notice shall direct the installation and/or maintenance of landscaping and landscaping features as required by this section to be completed within five (5) days from the date the notice is to be delivered. If the owner, owner-tenant or person in charge cannot be located, the notice shall be delivered to the house occupying such lot and posted thereon, which delivery shall constitute sufficient notice under this subsection. A separate offense under this subsection shall be deemed committed each day a violation continues, but no additional notice, after the first notice, shall be required.

1113.13 FRONTAGE REQUIRED.

No permit shall be issued for a building or a use on a lot unless such lot has a frontage upon a public highway or upon a public street which has been duly dedicated and accepted for public use and which meets minimum City standards of improvement so as to insure adequate and satisfactory access to such lots, according to specifications approved by Council.

1113.14 DRIVEWAYS.

Excluding the tree lawn, not more than thirty percent (30%) of the required front yard area may be improved with driveways, parking areas, sidewalks, or any other hardscape surfaces. All driveways shall be provided with an asphalt, concrete or other similar hard surface designed in accordance with criteria established by the Engineer. All drive aprons shall be concrete. All driveways shall be graded and drained to provide positive drainage away from buildings, to prevent runoff onto adjacent properties, and to direct storm water to an approved inlet.

1113.15 FENCES.

Fences in U-1 Districts shall conform to the provisions of Chapter 1146.

1113.0916 CLUSTER DEVELOPMENT ALTERNATE.

In lieu of compliance with the standard provisions of Sections 1113.03 through 1113.08 hereof this Chapter, property owners in a Class U-1 Single-Family House District may choose to design and develop a group of single-family detached dwellings as a Cluster Development in conformance with the provisions of Chapter 1114. Where duly approved by the Commission pursuant to the provisions of Chapter 1114, the Cluster Development plan and standards shall apply and take precedence over the provisions of Sections 1113.01 through 1113.08 this Chapter.

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Justin Berns
FROM: Larry Heiser, Finance Director *LH*
DATE: January 17, 2025
SUBJECT: Northeast Ohio Public Energy Council (NOPEC)

In order to pull down the NOPEC grant monies in the amount of \$35,074 the City of Beachwood needs to sign off on the NOPEC Energized Community Grant Agreement and the legislation that NOPEC requires to pass. The grant monies are allowed to be carried forward.

The City of Beachwood will have a total of \$78,736 left to utilize for any energy savings related project after completing the parking lot LED project in 2024. We pulled down a total of \$89,600 from NOPEC in 2023 to start the LED project.

With your approval, I would like to place approval of the Grant agreement ordinance on the next available agenda for Council approval.

Please call or email if you have any questions.

Manufacturers

INTRODUCED BY:

RESOLUTION NO. 2025-9

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH NOPEC, INC., THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (“NOPEC”) FOR AN ENERGIZED COMMUNITY GRANT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood, Ohio is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for a NOPEC Energized Community Grant for 2025 as provided for in the Grant Program guidelines; and

WHEREAS, the Mayor and Council of the City of Beachwood, Ohio support entering into the an agreement for the Grant.

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

Section 1: The Mayor is authorized to enter into and execute any necessary agreements for the 2025 Energized Community Grant.

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

Attest: I hereby certify this legislation was duly adopted on the 3rd day of February, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of February, 2025.

Clerk

Approval: I have approved this legislation this 4th day of February, 2025 and filed it with the Clerk.

Mayor

NOPEC 2025 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“Grantor”), and _____, _____ County, Ohio (“Grantee”; “Grantor” and “Grantee,” the “Parties”) regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2025 Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2025 Community Grant (“NEC Grant”) to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor (“Funds”), for the purposes set forth in Grantee’s Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2027. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2025 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2025, and shall expire on December 31, 2025, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the “Committee”), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council (“NOPEC” or “Northeast Ohio Public Energy Council”) member whose residents are receiving service from Northeast Ohio Public Energy Council’s natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council’s natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

(This individual will be the designated grant representative working in the grant website)

Title: _____

Name: _____

_____, Ohio _____

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

_____, Ohio

GRANTOR:

NOPEC, INC.

Individual Authorized by Grantee's
Legislation to accept- see Section I:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

[Signature page to NOPEC 2025 Energized Community Grant Agreement.]

NOPEC Energized Community (NEC) Grant

The **NOPEC Energized Community (NEC) Grant Program** provides grants to NOPEC member communities for energy-related projects. Established by NOPEC Inc. and NextEra Energy, the primary goal of providing funds is to help implement energy savings or energy infrastructure measures.



Ideas for 2025 Grant Projects

Grants can be used for **government**, **residential**, and **commercial properties**. Here are some examples of what you can do with your grant dollars:

- Lease or purchase of plug-electric vehicles
- Traffic signal upgrades
- Energy-efficient windows
- Solar-powered LED stop signs
- Energy-efficient air conditioner
- Tree canopy restoration
- Electrical upgrades
- Generators
- Door replacement
- LED lighting upgrades
- Service garage insulation
- Energy-efficient metal roof system
- Installation of radius ceiling fans
- Energy efficient kitchen appliances

Secure Your Grant Dollars

Step 1: Submit Profile at nopecgrants.org — Due by June 30th, 2025

- A.** Accept funds by passing community legislation
- B.** Complete grant agreement

Step 2: Draw Funds — Due by November 30th, 2027

- A.** Submit disbursement requests

Questions?

Contact Jessica Renner, Community Investment Manager, at grants@nopecinc.org



CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: Alec Isaacson, Council President
Danielle Shoykhet, Council Vice President
Jillian DeLong, Member of Council
Joshua Mintz, Member of Council
Ali Stern, Member of Council
June Taylor, Member of Council

FROM: Justin B. Berns, Mayor 

DATE: January 27, 2025

SUBJECT: **Recommendation for Acceptance of Proposal - Solar Lighting Pilot Program**

I am pleased to share that we are now one step closer to launching the City of Beachwood's Solar Lighting Pilot Program—an exciting and innovative initiative that has the potential to transform how we approach residential lighting. This milestone would not have been possible without your unwavering support, vision, and commitment. After months of research, planning, and collaboration, we have received six responses to our Request for Proposals (RFP) and are now ready to move forward.

This program represents a groundbreaking opportunity for Beachwood to explore solar lighting solutions that not only enhance our streets and neighborhoods, but also align with our commitment to sustainability and environmental responsibility. The proposals we reviewed were comprehensive, with each proposer presenting detailed technical specifications and plans for implementation. We carefully evaluated key factors such as battery types, installation methods, and warranty terms, ensuring that we chose the best fit for our community's needs.

After a thorough evaluation, we recommend awarding the contract to **Fonroche Lighting America**. Their bid along with the 10% required contingency amounted to \$114,576. It did not, however, include solar lights in areas where existing streetlights are present (intersections). The goal of this program is to evaluate how solar lights perform independently without the interference of standard streetlights, which could impact the analysis. As such, we are requesting an additional allotment for up to 8 additional lights which will replace the existing CEI light fixtures at intersections for a total cost not to exceed **\$155,000**.

Fonroche Lighting America has the lowest cost per fixture as installed and the longest warranty. The remaining proposers' costs per fixture were substantially more than Fonroche and the warranty terms were much less. We will work closely with Fonroche Lighting America to finalize the installation locations, ensuring that all factors such as photometric analysis, tree canopy, and existing utilities are carefully considered.

Thank you for your consideration and if you have any questions, please let us know.

###

Enc: Bid Tabulation

Cc: Todd Hunt, Law Director; Larry Heiser, Finance Director; Chris Arrietta, Public Works Director;
Gary Yelenosky, Staff Engineer; Tina Turick, City Administrator; Whitney Crook, Clerk of Council

INTRODUCED BY:

RESOLUTION NO. 2025-10

A RESOLUTION ACCEPTING A PROPOSAL FROM FONROCHE LIGHTING AMERICA FOR THE CITY OF BEACHWOOD SOLAR LIGHTING PILOT PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood is committed to sustainability and environmental responsibility by exploring innovative solutions such as solar lighting to enhance City streets and neighborhoods;

WHEREAS, the City's proposed Solar Lighting Pilot Program represents an opportunity to evaluate the effectiveness of solar lighting solutions in providing reliable, energy-efficient, and environmentally friendly alternatives to traditional streetlighting;

WHEREAS, six (6) proposals were received by the Clerk on November 22, 2024, for the Solar Lighting Pilot Program;

WHEREAS, the City reviewed the proposals, carefully evaluating factors such as battery types, installation methods, warranty terms, and cost;

WHEREAS, Fonroche Lighting America submitted the lowest and best proposal with a cost of \$114,576, which includes a 10% contingency, and demonstrated the longest warranty and most competitive cost per fixture as installed;

WHEREAS, the Program's goal is to evaluate the independent performance of solar street lighting versus conventional lighting and, therefore, necessitated the replacement of up to eight (8) existing Cleveland Electric Illuminating Company light fixtures at intersections, thereby increasing the total Project cost to an amount not to exceed \$155,000;

WHEREAS, the Mayor and Director of Public Works have recommended that Council accept the proposal of Fonroche Lighting America.

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 Mayor and Director of Public Works, the proposal of Fonroche Lighting America is found to be the lowest and best proposal received for the Solar Lighting Pilot Program, in an amount not to exceed One Hundred Fifty-Five Thousand Dollars and No/Cents (\$155,000.00), which includes a ten percent (10%) contingency, and at a price of Four Thousand Nine Hundred Sixty Dollars and No/Cents (\$4,960.00) per fixture as installed.

Section 2: The Mayor is hereby authorized to enter into an agreement with Fonroche Lighting America for the implementation of the Solar Lighting Pilot Program.

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 efficient operation of the City and for the further reason that this important pilot project work may begin as soon as possible; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest:

5

I hereby certify this legislation was duly adopted on the 3rd day of February, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of February, 2025.

Clerk

Approval:

I have approved this legislation this 4th day of February, 2025 and filed it with the Clerk.

Mayor

City of Beachwood

PROPOSALS OPENING

DAY/ DATE:

November 22, 2024

TIME:

1:00 P.M.

LOCATION HELD:

Conference Room A

month/day/year

FOR (ITEM OR PROJECT): Proposers for RFP Solar Lighting Pilot Program

PERSON OPENING PROPOSALS: Whitney Crook, Clerk of Council

<u>BIDDER NAME</u>	<u>AMOUNT</u> <i>Beachwood Blvd/Ranch</i>	<u>PRICE/FIXTURE</u> <i>Including Shipping and Installation</i>	<u># FIXTURES</u>	<u>WARRANTY</u>	<u>TOTAL</u> <i>Including 10% Contingency</i>
FONROCHE LIGHTING AMERICA	\$104,160	\$4,960	21	8 Years	\$114,576*
G&B ELECTRIC	\$538,600	\$11,968.88	45	5 Years	\$592,460
GRIDSHIFT SOLUTION	\$127,196	\$7,949.75	16	5 Years	\$139,916*
SELS SOLAR	\$248,534	\$8,690	26	5 years	\$248,534
<i>Submitted 2 options</i>	\$277,763.20	\$9,712	26	5 years	\$277,763.20
STREETLEAF	N/A	Note: Base bid was not bid only alternate price per fixture installed was \$6,350			N/A
TRAFFTECH INC.	\$420,000	\$8,750	48	5-7 Years	\$462,000

*The required contingency of 10% was added.

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

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: January 22, 2025

RE: Council Agenda Item: Traffic Control Cabinet

Mayor,

The traffic control cabinet located at the intersection of Richmond and Harvard will need to be replaced due to damage and deterioration. The cabinet houses the units that control the four-way traffic signals in the intersection and is a key component to keeping traffic moving through this corridor. The lowest and best proposal was submitted by Signal Service Company with a total cost of \$29,730.00. With your permission, I would like to place this item on the next council agenda. Please let me know if you have any questions in regards to this item.

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SIGNAL SERVICE COMPANY FOR THE REPLACEMENT OF THE TRAFFIC CONTROL CABINET AT THE INTERSECTION OF RICHMOND ROAD AND HARVARD ROAD IN THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the traffic control cabinet located at the intersection of Richmond Road and Harvard Road is essential to the proper functioning of the four-way traffic signals at this intersection;

WHEREAS, the existing traffic control cabinet has sustained damage and deterioration, necessitating its replacement to ensure safe and efficient traffic flow through this key corridor;

WHEREAS, two quotation were received by the City for the replacement of the Traffic Control Cabinet located at the intersection of Richmond Road and Harvard Road;

WHEREAS, Signal Service Company has submitted the lowest and best quotation to replace the traffic control cabinet in a total amount not to exceed \$29,730.00;

WHEREAS, the Public Works Director has recommended that Council accept the quotation of Signal Service Company.

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

Section 1: Based upon the recommendation of the Public Works Director, the Mayor is hereby authorized and directed to enter into an agreement with Signal Service Company for the replacement of the traffic control cabinet located at the intersection of Richmond Road and Harvard Road in an amount not to exceed Twenty-Nine Thousand Seven Hundred Thirty Dollars and No/Cents (\$29,730.00).

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

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

Attest: I hereby certify this legislation was duly adopted on the 3rd day of February, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of February, 2025.

Clerk

Approval: I have approved this legislation this 4th day of February, 2025, and filed it with the Clerk.

Mayor

Signal Service Company

CONTROLS
TRAFFIC SIGNALS
INSTALLATION AND
MAINTENANCE

Phone: (216) 662-4820/21

Fax: (216) 662-4823

Email: signal@signalservicecompany.net

4341 Cranwood Parkway • Warrensville Heights, Ohio 44128

GPD GROUP
520 SOUTH MAIN STREET
AKRON, OHIO 44311

ATTN: KEVIN WESTBROOKS

DECEMBER 6, 2024

QUOTE: GPD1--BEA1--031

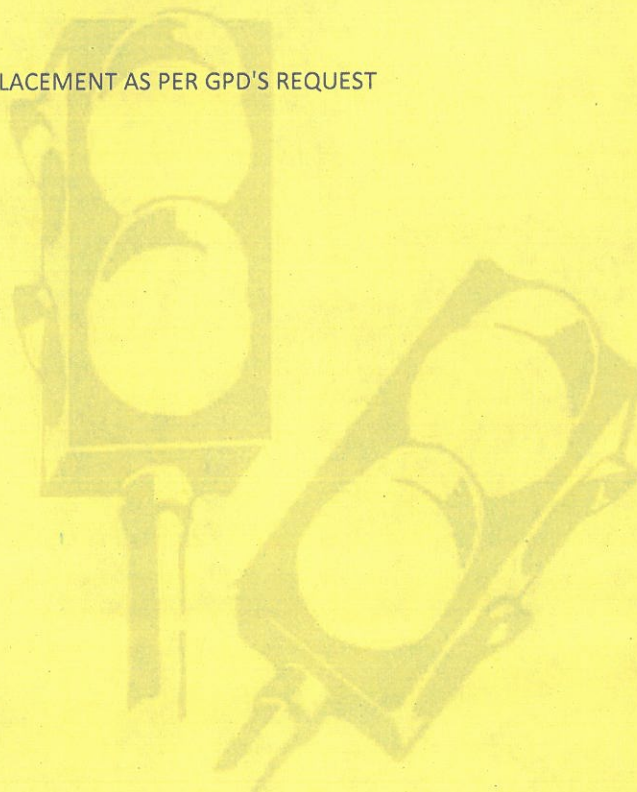
APPROVED _____ DECLINED _____

QUOTATION

We are pleased to quote on the installation and/or purchase of Traffic Signal Equipment at the intersection of:

RICHMOND RD. & HARVARD RD.

CONTROLLER CABINET REPLACEMENT AS PER GPD'S REQUEST



Date _____ PO# _____

Authorized Acceptance Signature _____

Above signed agrees to pay in full 30 days upon completion of work.

NOTE: Prices subject to change after 30 days.

"An Equal Opportunity Employer"

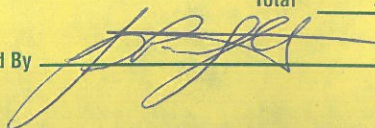
Complete Price Materials and Installation \$29,730.00

Complete Price Materials Only _____

Approximate Price _____

Sales Tax _____

Total \$29,730.00

Quoted By 



December 9, 2024

Mr. Chris Arrietta
City of Beachwood
23355 Mercantile Road
Beachwood, Ohio 44112

Re: 71-2024 – Replace Controller Cabinet at Richmond Road and Harvard Road - REVISED

Mr. Arrietta,

Per your request, we are pleased to offer a proposal for the replacement of the existing controller cabinet at the intersection of Harvard Road and Richmond Road. Our price is based on the following scope of work:

- Modify existing controller foundation to accommodate controller cabinet with integral UPS compartment.
- Replace existing controller cabinet.
- Install cabinet riser.
- Reinstall existing controller unit and MMU.
- Install 13 new loop detector units.
- Remove and reinstall existing battery backup system.
- Reconnect all existing signal cables and fiber optic interconnect cables.
- Furnish LEOs to direct traffic while the signal is out of service.
- Any utility company fees that may be required to disconnect/reconnect power are unknown and not included, and will be billed at cost.

Your total investment for this work would be \$34,969.00.

We hope that you would favor us with an agreement. If you have any questions, please contact me at (330) 239-2661, extension 17.

Sincerely,

Zoltan J. Kovacs
President



Interoffice Memo

Date: 01/17/25

To: City Council

From: Derek Schroeder, Community Services Director

RE: BFAC Pool Management Contract

I am recommending we enter into a contract with Branden R. Burns, LLC to provide pool management through the 2025 BFAC season. Branden R. Burns, LLC provided supervisory and management for the 2023 and 2024 pool seasons. I have been happy with the management the last 2 years and would like to continue this relationship.

INTRODUCED BY:

RESOLUTION NO. 2025-12

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BRANDEN R. BURNS, LLC TO PROVIDE POOL MANAGEMENT SERVICES THROUGH THE 2025 SEASON FOR THE CITY OF BEACHWOOD FAMILY AQUATIC CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Community Services Director recommends hiring a Pool Manager for the 2025 season and has recommended Branden R. Burns, LLC for the position.

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 Community Services Director, the Mayor is hereby authorized to enter into an agreement with Branden R. Burns, LLC for pool management services for the 2025 season at the City's Family Aquatic Center as set forth in the agreement for services, 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, Codified Ordinances of the City.

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, or safety, or the efficient operation of the City, and for the further reason that these management services be available for the 2025 season; 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 3rd day of February, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of February, 2025.

Clerk

Approval: I have approved this legislation this 4th day of February, 2025, and filed it with the Clerk.

Mayor

This agreement, between Branden R Burns LLC., (hereafter known as BB) and The City of Beachwood, (hereinafter known as CITY), is to provide for the management by BB of the CITY's swimming pool(s) located in Beachwood, Ohio in accordance with the specifications, conditions and terms set forth hereinafter.

EFFECTIVE DATE OF THIS CONTRACT

BB management service will be provided from the date of signing, through the date of 11/1/2025.

The normal swim season being:

5/24/2025-9/1/2025

Additional Extended dates available at additional fee.

PRE-SEASON INSPECTION

BB will, as reasonably as possible, make a complete pre-season inspection and evaluation of CITY'S facility. BB will advise CITY of any missing or broken equipment, and if any repairs deemed necessary to maintain swimming pool at the standards of the local health department.

Normal HOURS OF OPERATION

M-F 6:15a-8p

Sat & Sun 9a-7:30p

Reduced Hours –Labor Day:

August 14-Sept 1

Closed M-Weds

Th & Fri 6:15a-8:30a, 4p-8p

Sat & Sun 9a-7:30p

Labor Day Open normal hours

***Dates will change per year based off Beachwood City Schools Schedule**

Guard staff will be scheduled to meet the demand of the facility. CITY is to provide lifeguards needed to provide effective surveillance during operations. BB is only responsible for management of CITY lifeguards. BB will provide an on-site manager as well as provide management support, training, and safety/skill audits. Lifeguards, even though CITY employees, will be required to attend mandatory monthly in-service training. If BB determines CITY staff are unqualified to work, they will be removed from the schedule and BB will notify CITY.

Operating Supplies

CITY will provide the following supplies for staff and management use:

- Testing reagents as required by Health Department
- Supplies to clean tile area
- Refill for the First Aid Kit
 - Band-Aids
 - Gauze Pads
 - Tape
 - Rolled gauze
 - Antibacterial wipes
 - Latex or Non-latex first aid gloves
 - Eye protectors
 - Triangular bandage
 - Biohazard bag and labels
- Exposure Control Plan as required by OSHA
- Material Data Safety Sheets as required by OSHA
- County Board of Health Record Sheet
- Pool vacuum head, pole, and hose
- Pool brush
- Garden hose with spray nozzle
- Broom and dustpan
- Ring buoy with heaving line
- Shepard's Crook with straight pole
- 12' straight pole
- CPR mask for each lifeguard on duty
- Fanny pack for each lifeguard on duty
- Eyewash Station
- Shade at lifeguard station(s) per OSHA regulations
- Trash receptacle
- Water Test Kit as required by State and/or County Health Departments
- Safety line with adequate safety floats and hooks
- First Aid Kit Container
- One rescue tube for each lifeguard on duty
- One Fanny Pack for each lifeguard on duty

- Danger Pool Closed sign
- Emergency Phone sign
- Spa Caution Sign (if applicable)
- Spine Board with three straps (Board must be in good repair with no splinters or holes)
- Thermometer for each pool
- Facility Cleaning Supplies

PERSONNEL

BB will provide the management staff for the facility to the best of our ability during all normal pool hours as specified in this contract. All required lifeguards will be certified in accordance with the rules and codes specified by the State of Ohio and hired by CITY. The BB pool manager position will be filled by Sarah Tobin.

Management Staff will perform the following services in respect to daily operation:

1. Test the pool water periodically to ensure proper chemical balance per the standards of the local Health Department.
2. Enforce all rules and regulations posted by CITY and BB. CITY will provide copies of their rules and regulations prior to pool opening for the season.
3. Maintain and keep records required by the local Health Department.
4. Maintain any additional reasonable records required and supplied by CITY.
5. Schedule all staff for the facility utilizing designated scheduling software.
6. CITY agrees to provide a safe working environment for managers, guards, and other BB employees free from the threat of harm or bodily injury.
7. CITY agrees to maintain adequate number of lifeguards to ensure patron surveillance and safety.

BB agrees to the following conditions concerning personnel:

1. BB will work with the CITY in selection of pool manager. CITY will have the right to make suggestions and recommendations to BB; however, final decision shall be made by BB.
2. BB will work within CITY HR protocols to discharge any incompetent, uncooperative or otherwise unqualified employee. BB must make fair and just decisions concerning dismissal of its' employees. If for any reason this paragraph is enforced, the employee being discharged will not work more than week after BB receives the request for discharge.
3. BB shall be responsible for the payment of wages, taxes, etc., to all said management employees and for the maintenance of Worker's Compensation and Unemployment Insurance.
4. If is deemed necessary as the season progresses to add additional personnel, this will be determined by agreement between CITY and BB. BB may adjust personnel as is necessary daily per bather load, time of year or day, available staff, etc. BB will consult CITY in all scheduling matters.
5. If during the term of this contact the federal or state governments impose required benefits for seasonal employees BB will notify CITY of the increase and the CITY agrees to pay an additional amount not to exceed 3% of the total contract price. If the required benefit amount will increase the contract by more than 3% BB reserves the right to renegotiate this contract.
6. If at any time during the term of this contract the federal, state, or local government impose legislation that will increase employee labor costs, BB has the right to charge CITY additionally for these costs. BB will notify CITY if this should occur. This increase will be calculated by BB and payable by CITY in addition to the installments listed. Examples include but are not limited to minimum wage increases, employee benefit increases, and/or employee benefit tax increases.
7. BB will provide a manager who shall oversee supervising CITY personnel. The manager will

except in writing, signed by both parties hereto. This Agreement shall be binding upon and endure to the benefit of the CITY and BB and to their respective successors and assigns.

There are no representations, warranties or Agreements between the parties hereto concerning the transaction contemplated by this Agreement except as herein set forth.

CITY’S RIGHT TO TERMINATE

CITY may terminate this agreement for cause if BB fails to fulfill its material obligations and responsibilities under this Agreement on five (5) business days written notice to BB. BB, however, shall have five (5) business days from the date of the notice to cure default. Upon termination of this agreement, an accounting of costs incurred by BB to the date of the termination shall be mutually determined and any excess funds paid by CITY shall be immediately refunded. If CITY is found to owe payment at the time of termination that payment will become immediately due.

CATASTROPIC EVENT OR POOL FAILURE

In the event the pool is inoperable due to pool failure or act of God including but not limited to a pandemic the contract will pause. Any payments yet to be made will be paused and an accounting of all expenses incurred will be conducted by BPM. Hours paid for and not utilized due to the closing of the pool will be rebated after year-to-date expenses are paid and OWNER will not be responsible for the remainder of the seasons billing. CITY shall pay a one-time \$500 fee to help cover administrative costs incurred by BB during this process.

INDEMNIFICATION

The CITY agrees to defend, indemnify, and hold harmless BB, its employees, officials, and representatives from any claims, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the CITY. In turn, BB agrees to defend, indemnify, and hold harmless CITY, its employees, officials, and representatives from any claims, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of BB.

Branden Burns:

City of Beachwood Representative:

Signature Date

Signature Date

Print Name Date

Print Name Date

INTEROFFICE MEMO

Approved 1/24/2025



TO: Mayor Berns
FROM: Steven M. Holtzman, Chief
DATE: January 24, 2025
SUBJECT: Mobile Radio Replacement program

Mayor Berns,

I would like to request approval to have this placed on the next council meeting agenda.

Attached is a price quote for 8 new mobile radios for our fire department vehicles. In 2025 the MARCS radio system is performing an update to their system and our older radios will not be supported on the system, making these radios unreliable. We have worked to replace radios each year since we were made aware that this update was planned. We have budgeted for the balance of the radios to be replaced in 2025; which will allow us to complete the radio replacement prior to this update. The cost for 6 standard mobile radios with programming are \$4982.93 each. We will also be purchasing 2 mobile radios that are enhanced for each fire station radio rack each costing \$5119.13. Programming for 8 radios to add county template at a total programming cost of 789.76. The total cost of this project is \$ 40925.60. This purchase of the radios is on the Ohio State Contract Pricing term. Please feel free to contact me with any questions that you may have.

Respectfully Submitted





BEACHWOOD, CITY OF

08/28/2024

08/28/2024

BEACHWOOD, CITY OF
25325 FAIRMOUNT BLVD
BEACHWOOD, OH 44122

Dear Robert Searles,

Motorola Solutions is pleased to present BEACHWOOD, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BEACHWOOD, CITY OF with the best products and services available in the communications industry. Please direct any questions to Dwayne Hershey at dhershey@bandccomm.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Dwayne Hershey

Motorola Solutions Manufacturer's Representative

Notes:

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

INTRODUCED BY:

RESOLUTION NO. 2025-13

A RESOLUTION ACCEPTING A QUOTATION FROM MOTOROLA SOLUTIONS, INC. FOR THE PURCHASE OF MOBILE RADIOS FOR THE CITY OF BEACHWOOD, OHIO FIRE DEPARTMENT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Fire Chief has recommended the purchase of eight (8) mobile radios as set forth in the quotation supplied to Council;

WHEREAS, the Motorola Solutions, Inc. price quotation to the City of \$40,925.60 is in accordance with State Bid Contract Index # STS 573077-0.

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 quotation received from Motorola Solutions, Inc., the Mayor is authorized to purchase eight (8) mobile radios in a total amount not to exceed Forty Thousand Nine Hundred Twenty-Five Dollars and Sixty Cents (\$40,925.60).

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

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, or safety, or the efficient operation of the City, and for the further reason that the project may move forward at the earliest time possible; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 3rd day of February, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of February, 2025.

Clerk

Approval: I have approved this legislation this 4th day of February, 2025, and filed it with the Clerk.

Mayor

City of Beachwood
INTEROFFICE MEMORANDUM

TO: Justin Berns, Mayor

FROM: Daniel Grispino, Chief of Police 

DATE: January 16, 2025

SUBJECT: Vehicle Purchases

The police department is requesting to purchase four replacement vehicles that were approved as part of the 2025 budget. The purchase will include three Ford Explorers at \$44,280 per unit and one Ford F150 totaling \$48,516.30. We are requesting to waive competitive bidding because all the vehicles will be purchased under state bid pricing contract (RS1023078) from Montrose Auto Group.

Outfitting the vehicles will be performed by Hall Public Safety in the amount of \$66,626.02 for the Ford Explorers and \$16,393.76 for the Ford F150. We are requesting to waive competitive bidding for the outfitting as Hall Public Safety has been a preferred vendor for the City of Beachwood for over 10 years. Hall Public Safety has done quality work and been responsive to the needs of the City, provided professional guidance, and completed tasks in a timely and professional manner.

The total cost for the Ford F150 is \$64,810.06 and the total cost for the three Ford Explorers is \$199,466.02. The grand total cost is \$264, 276.08.

RESOLUTION NO. 2025-14

Attest: I hereby certify this legislation was duly adopted on the 3rd day of February, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of February, 2025.

Clerk

Approval: I have approved this legislation this 4th day of February, 2025, and filed it with the Clerk.

Mayor

These items below can be added to the build - Select what you need, or ask Salesman if you have questions

CODE	DESCRIPTION	PRICE	TYPE YES OR NO
18D	Global Lock / Unlock feature	\$ -	YES
59B	Keyed Alike – 1284x	\$ 50.00	YES
17A	Aux Air Conditioning (STD IN 2025)	INCLUDED	INCLUDED
19K	H8 AGM Battery (STD IN 2025)	INCLUDED	INCLUDED
19V	Rear Camera On-Demand (STD IN 2025)	INCLUDED	INCLUDED
43D	Dark Car Feature (STD IN 2025)	INCLUDED	INCLUDED
47A	Police Engine Idle Feature (STD IN 2025)	INCLUDED	INCLUDED
55B	BLIS - Blind Spot Monitor w/ x Traffic Alt (STD IN 2025)	INCLUDED	INCLUDED
68B	Police Perimeter Alert (STD IN 2025)	INCLUDED	INCLUDED
76P	Pre-Collision Assist w/ Ped. Detection (STD IN 2025)	INCLUDED	INCLUDED
76R	Reverse Sensing System (STD IN 2025)	INCLUDED	INCLUDED
86T	Tail Lamp / Police Housing Only (STD IIN 2025)	INCLUDED	INCLUDED
61B	OBD – II Split Connector (N/A IN 2025'S)	N/A	N/A
85S	Rear Center Seat Delete (N/A IN 2025'S)	N/A	N/A
87P	Power Passenger Seat (N/A IN 2025'S)	N/A	N/A
87R	Rear View Camera (mirror display) (N/A IN 2025'S)	N/A	N/A
593	PER. ANTI-THEFT	N/A	N/A
AVAILABLE COLORS			
YZ	OXFORD WHITE	\$ -	4

Motion

BEACHWOOD PUBLIC WORKS DEPARTMENT INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: January 22, 2025

RE: Council Agenda Item: Public Works Roof Replacement

Mayor,

The roof at the Public Works Facility has been rapidly declining over the past few years and is in need of a complete replacement. The rubber membrane has completely failed which has led to the saturation of the insulation that rests on top of the pan decking. At this time, the pan decking has started to rust and we have multiple roof leaks that happen frequently during rain or snow events.

We will also need to remove and cap a few of the nonfunctioning HVAC units and perform tuck pointing of the brick on the southeast and southwest corners of the building. These items will need to be performed during this project. With your permission, we would like to seek permission to competitively bid this project. Please let me know if you have any questions in regards to this project.