



Beachwood City Council Meeting
Monday, June 16, 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. 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)**)
3. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors

3. **Public Hearings:**

Ordinance No. 2024-63 An Ordinance Rezoning 2555 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-036) and 2561 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-037), from U-1 Single Family Residential District to U-5 Public and Institutional District

Placed on First Reading and Referred to the Planning and Zoning Commission:

August 20, 2024

Placed on Second Reading and Referred to Public Hearing: April 7, 2025

Public Hearing held on: June 16, 2025

Ordinance No. 2025-12 An Ordinance Rezoning 3663 Park East Drive, Beachwood, Ohio 44122 (PPN# 742-29-017) from U-4C Integrated Mixed Use, Multi-Family Residential, Office Retail, Recreation Business District to U-9 Motor Service District

Place on First Reading and Referred to the Planning and Zoning Commission:

April 7, 2025

Referred to back from Planning and Zoning Commission: April 10, 2025

Place on Second Reading and Refer to a Public Hearing: April 21, 2025

Public Hearing held on: June 16, 2025

Ordinance No. 2025-13 An Ordinance Amending the City of Beachwood, Ohio Planning and Zoning Code by Amending Beachwood Codified Ordinance Section 1111.02(M)(2) titled "Classification of Uses"

Place on First Reading and Referred to the Planning and Zoning Commission:

April 7, 2025

Referred to back from Planning and Zoning Commission: April 10, 2025

Place on Second Reading and Refer to a Public Hearing: April 21, 2025

Public Hearing held on: June 16, 2025

Consent Agenda

Approval of Minutes

Regular City Council Meeting held on May 19, 2025

Ordinances

1. 2025-22

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

Resolutions

1. 2025-29

A Resolution Accepting a Quotation from Charter Communications Operating, LLC DBA Spectrum For Dedicated Internet Access; and declaring this to be an urgent measure

2. 2025-30 (AMENDED RESOLUTION)

A Resolution authorizing a Contract with SuperGames for the Rental of Inflatables and Other Associated Equipment for the 2025 City of Beachwood Fall Festival; and declaring this to be an urgent measure

Old Business (Regular Agenda)

Ordinances

1. 2025-15

An Ordinance enacting New Chapter 901, "Use of Public Ways by Service Providers"

Placed on First Reading: April 21, 2025

Placed on Second Reading: May 5, 2025

Place on Third Reading: May 19, 2025

Place on Final Reading and Adopted:

New Business (Regular Agenda)

Ordinances

1. 2025-20

An Ordinance adopting the 2025 Administrative Salary Ordinance for the City of Beachwood, Ohio; and declaring this to be an urgent measure

2. 2025-23

An Ordinance to authorize a temporary variance to Beachwood Codified Ordinance Section 145.01 titled "Department Established; Personnel" to permit the temporary addition of one Dispatcher position in the Police Department, Ohio; and declaring this to be an urgent measure

Presentation

Presentation from Cuyahoga County Solid Waste District – Ratification of Cuyahoga County Solid Waste Management Plan

Resolutions

1. 2025-31

A Resolution to Adopt the Solid Waste Management Plan for the Cuyahoga County Solid Waste Management District; and declaring this to be an urgent measure

2. 2025-32

A Resolution Adopting the 2025 Alternative Tax Budget of the City of Beachwood, Ohio for Fiscal Year 2026; and declaring this to be an urgent measure

3. 2025-33

A Resolution amending the authorized amount for Vehicle Bodywork and Refinishing Services with Excalibur Auto Body, Inc. for the City of Beachwood, Ohio for 2025 and 2026; waiving competitive bidding; and declaring this to be an urgent measure

Correspondence

1. Notice to Legislative Authority – Ohio Division of Liquor Control

Any other matters coming before City Council

Adjournment

Next Regular Council Meeting will be held on: Monday, July 14, 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, Peter L. Smith
Ali B. Stern, June E. Taylor
Clerk of Council: Whitney M. Crook, MMC, CPM**



**REGULAR CITY COUNCIL MEETING MINUTES
MONDAY, MAY 19, 2025, 7:00 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEYARD,
BEACHWOOD, OHIO 44122**

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

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

1. Roll Call
Present - Ms. DeLong, Mr. Isaacson, Mr. Mintz, Ms. Shoykhet, Mr. Smith, Ms. Stern, Ms. Taylor
Absent – None
Others Present - Mayor Berns, Mr. Arrietta, Ms. Bieterman, Mr. Heiser, Chief Holtzman, Mr. Hunt, Mr. Lombardi, Mr. Roenigk, Mr. Rose, Ms. Rutkowski, Ms. Turick
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

Steven Fox

Mr. Fox made remarks

3. Reports

a. Mayor

Mayor Berns expressed his appreciation to the Beachwood Police Department and Community Services for organizing the successful Cookout with the Cops event. He also announced that the Hometown Heroes ceremony will take place at the Community Center on Wednesday, May 21. Additionally, he shared his experience visiting the “Tree of Life” exhibit at the Maltz Museum.

b. Council Members (non-agenda items)

Ms. Shoykhet spoke about attending the ribbon-cutting ceremony for the ERC.

Ms. Taylor commended the Mayor and staff on the announcement of the annual Juneteenth Day event.

Mr. Isaacson delivered remarks emphasizing that “There is no place for hate and division in Beachwood.” His full remarks are attached hereto for the official record.

c. Department Directors

Ms. Turick provided an update on the Deer Management program and encouraged residents to complete the related survey by June 1st.

Mr. Lombardi shared information about community services offering weekend hours for residents to purchase pool passes.

Mr. Roenigk welcomed the new plumbing inspector, Michael Spies, and provided an overview of the annual property maintenance program.

Ms. Bieterman expressed appreciation to the Mayor and Council for attending the Team NEO event and delivered an Economic Development update.

Mr. Rose gave an update on the upcoming Shred Day event.

Fire Chief Holtzman reported on the department’s response to a house fire on May 10th. Mr. Arrietta updated Council on the Greenlawn project scheduled to begin the first week of June and thanked Mr. and Mrs. Fox for their kind remarks about the Public Works Department.

Mr. Heiser addressed current financial matters.

Ms. Supler updated Council and the public on the ongoing status of the library incident.

Mr. Hunt introduced Beachwood High School Student Michael Karris. Mr. Karris has been shadowing the Law Department over the previous few weeks.

Consent Agenda

Approval of Minutes:

Regular Council Meeting held on May 5, 2025

Ordinances

1. 2025-19

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

Resolutions

1. 2025-26

A Resolution excusing the absence of Councilwoman Danielle Shoykhet from the May 5, 2025 Meeting; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Old Business (Regular Agenda)

Ordinances

1. 2025-15

An Ordinance enacting New Chapter 901, “Use of Public Ways by Service Providers”

Placed on First Reading: April 21, 2025

Placed on Second Reading: May 5, 2025

Placed on Third Reading: May 19, 2025

Moved by: A. Stern, Seconded by: P. Smith

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED-

PLACED ON

THIRD READING

2. 2025-17

An Ordinance Amending Beachwood Codified Ordinance Chapter 927 titled “Use of City Hall Facilities”; and declaring this to be an urgent measure

Placed on First Reading: May 5, 2025

Placed on Second and Final Reading and Adopted: May 19, 2025

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

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

PLACED ON

SECOND AND

FINAL READING

AND ADOPTED

New Business (Regular Agenda)

Ordinances

1. 2025-21

An Ordinance Amending Appropriations for Current Expenditures and Other Expenses for the City of Beachwood, State of Ohio, for the Fiscal Year 2025, January 1, 2025 to December 31, 2025, inclusive; and declaring this to be an urgent measure

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

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Resolutions

1. 2025-27

A Resolution accepting a Certain Bid from Cargill, Inc. - Salt, Road Safety, through the Joint Municipal Improvement Consortium as Supplier of Untreated Rock Salt for Snow and Ice Removal for the 2025-2026 Winter Season; and declaring this to be an urgent measure

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

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

2. 2025-28

A Resolution Accepting a Certain Bid from Tri-Mor Corporation for the 2025 Road Program; and declaring this to be an urgent measure

Moved by: P. Smith, Seconded by: A. Stern

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Any other matters coming before City Council

None

Adjournment

Adjourn to the next Regular City Council Meeting at 7:46 PM

Approved:

Clerk

Mayor

Next Regular Council Meeting will be held on: Monday, June 16, 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, P. Smith
Ali B. Stern, June E. Taylor
Clerk of Council: Whitney M. Crook, MMC,
CPM**

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	June 16th 2025	\$	70,744.53
CPD	Engineering Services	\$	39,925.14
Charles Kohler	Professional Services-Arbitrator	\$	4,221.29
Michael Wildermuth	Plan Review Service	\$	1,125.00
Perspectus Architecture	Professional Services	\$	5,384.85
Roetzel	Legal Services	\$	18,674.50
Sixmo Architecture	Professional Services	\$	93.75
Tactical Planning	Professional Services	\$	1,320.00

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

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

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

Attest: I hereby certify that this legislation was duly adopted on the 16th of June 2025 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 17th day of June 2025 and filed it with the Clerk.

Mayor

Summary of Engineering Invoices

June 2, 2025 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2025	2024	2023
								ENCUMBRANCES		
2025119.90-4	5/6/2025	\$1,711.63	\$0.00	\$1,711.63	General			X		
2021119.91-44	5/6/2025	\$3,035.00	\$0.00	\$3,035.00	Capital			X		
2025119.01-4	5/9/2025	\$2,698.88	\$0.00	\$2,698.88	General			X		
2025119.02-5	5/9/2025	\$8,310.38	\$0.00	\$8,310.38	Capital			X		
2025119.04-2	5/9/2025	\$10,703.00	\$0.00	\$10,703.00	Capital			X		
2024119.04-15	5/9/2025	\$13,466.25	\$0.00	\$13,466.25	Capital				X	
Total To Pay				<u>\$39,925.14</u>						

Total Capital Fund	\$35,514.63
Total General Fund	\$4,410.51
Total Deposits	\$0.00
Total Street Const. Mant.	\$0.00
Less: Billable Charges	\$0.00
Net Paid by City:	<u>\$39,925.14</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

MAY 29 2025

May 06, 2025

Invoice No: 2025119.90 - 4

FINANCE DEPT

City of Beachwood
Attn: Chief Daniel Grispino
2700 Richmond Road
Beachwood, OH 44122

Invoice Total	\$1,711.63
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Project 2025119.90 Beachwood - Traffic Services 2025

Letter Proposal

Max Not to Exceed \$36,000.00

Professional Services from March 29, 2025 to April 25, 2025

Task 053 April Traffic Services

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Ferrell, Brett	3.00	123.00	369.00
Westbrooks, Kevin	9.00	123.00	1,107.00
Staff Engineer/Architect			
Tondra, Brandon	2.50	94.25	235.63
Totals	14.50		1,711.63
Total Labor			1,711.63

Total this Task \$1,711.63

Billing Limits

	Current	Prior	To-Date
Total Billings	1,711.63	5,222.76	6,934.39 ✓
Limit			36,000.00
Remaining			29,065.61

Total this Invoice \$1,711.63 ✓

Outstanding Invoices

Number	Date	Balance
3	4/3/2025	1,875.38
Total		1,875.38

APPROVED FOR PAYMENT

BY: D.C. [Signature]
DATE: 05-08-2025
P/O: 2025-00307

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/14/25	2025119.90-1R	2025119.90	01/31/25	POLICE	\$2,037.50
03/14/25	2025119.90-2	2025119.90	02/28/25	POLICE	\$1,309.88
04/03/25	2025119.90-3	2025119.90	03/28/25	POLICE	\$1,875.38
05/06/25	2025119.90-4	2025119.90	04/25/25	POLICE	\$1,711.63

\$6,934.39



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

Invoice

MAY 29 2025

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

FINANCE DEPT

May 06, 2025
Invoice No: 2021119.91 - 44

Invoice **\$3,035.00**
Total

Project 2021119.91 Beachwood - Richmond Road Signals

P.O. #2021-00640

Max Not to Exceed \$279,193.00

Professional Services from March 29, 2025 to April 25, 2025

Task 056 Plan Development Additional

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Ford, Ashley	8.50	123.00	1,045.50	
Goetz, Kristy	15.00	123.00	1,845.00	
Staff Designer				
Stimson, Diana	2.00	72.25	144.50	
Totals	25.50		3,035.00	
Total Labor				3,035.00
Total this Task				\$3,035.00

Billing Limits

	Current	Prior	To-Date
Total Billings	3,035.00	236,673.04	239,708.04 ✓
Limit			279,193.00
Remaining			39,484.96

Total this Invoice **\$3,035.00** *172*

Outstanding Invoices

Number	Date	Balance
43	4/3/2025	1,775.00
Total		1,775.00

Pol
APPROVED FOR PAYMENT
BY: *S.C. Reese*
DATE: *05-08-2025*
P/O: *2023-01448*

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/02/21	2021119.91-1	2021119.91	03/26/21	POLICE	\$598.50
05/07/21	2021119.91-2	2021119.91	04/30/21	POLICE	\$467.50
06/04/21	2021119.91-3	2021119.91	05/28/21	POLICE	\$4,718.50
07/01/21	2021119.91-4	2021119.91	06/25/21	POLICE	\$12,051.00
08/10/21	2021119.91-5	2021119.91	07/30/21	POLICE	\$9,089.50
09/03/21	2021119.91-6	2021119.91	08/27/21	POLICE	\$1,410.50
10/06/21	2021119.91-7	2021119.91	09/24/21	POLICE	\$17,038.00
11/05/21	2021119.91-8	2021119.91	10/29/21	POLICE	\$961.14
12/02/21	2021119.91-9	2021119.91	11/26/21	POLICE	\$5,049.50
01/14/22	2021119.91-10	2021119.91	12/31/21	POLICE	\$834.50
02/03/22	2021119.91-11	2021119.91	01/28/22	POLICE	\$957.00
03/04/22	2021119.91-12	2021119.91	02/25/22	POLICE	\$561.00
03/31/22	2021119.91-13	2021119.91	03/25/22	POLICE	\$2,267.00
05/06/22	2021119.91-14	2021119.91	04/29/22	POLICE	\$1,278.50
06/07/22	2021119.91-15	2021119.91	05/27/22	POLICE	\$670.00
07/06/22	2021119.91-16	2021119.91	06/24/22	POLICE	\$846.00
08/12/22	2021119.91-17	2021119.91	07/29/22	POLICE	\$14,696.75
09/02/22	2021119.91-18	2021119.91	08/26/22	POLICE	\$11,670.00
10/14/22	2021119.91-19	2021119.91	09/30/22	POLICE	\$3,349.00
11/11/22	2021119.91-20	2021119.91	10/28/22	POLICE	\$444.00
02/10/23	2021119.91-21	2021119.91	01/27/23	POLICE	\$1,320.00
03/10/23	2021119.91-22	2021119.91	02/24/23	POLICE	\$1,342.88
05/12/23	2021119.91-23	2021119.91	04/28/23	POLICE	\$240.00
06/08/23	2021119.91-24	2021119.91	05/26/23	POLICE	\$862.88
07/14/23	2021119.91-25	2021119.91	06/30/23	POLICE	\$2,229.00
08/11/23	2021119.91-26	2021119.91	07/28/23	POLICE	\$201.50
08/30/23	2021119.91-27	2021119.91	08/25/23	POLICE	\$10,355.00
10/13/23	2021119.91-28	2021119.91	09/29/23	POLICE	\$1,060.00
11/10/23	2021119.91-29	2021119.91	10/27/23	POLICE	\$1,500.00
12/08/23	2021119.91-30	2021119.91	11/24/23	POLICE	\$1,603.00
12/31/23	2021119.91-31	2021119.91	12/31/23	POLICE	\$14,894.50
02/09/24	2021119.91-32	2021119.91	01/26/24	POLICE	\$19,921.00
03/08/24	2021119.91-33	2021119.91	02/23/24	POLICE	\$35,822.88
04/12/24	2021119.91-34	2021119.91	03/29/24	POLICE	\$11,131.00
05/10/24	2021119.91-35	2021119.91	04/26/24	POLICE	\$1,906.50
06/09/24	2021119.91-36	2021119.91	05/31/24	POLICE	\$8,361.13
07/12/24	2021119.91-37	2021119.91	06/28/24	POLICE	\$9,093.50
09/13/24	2021119.91-38	2021119.91	08/30/24	POLICE	\$922.50
12/13/24	2021119.91-39	2021119.91	11/29/24	POLICE	\$8,386.25
01/10/25	2021119.91-40	2021119.91	12/21/24	POLICE	\$4,652.13
02/14/25	2021119.91-41	2021119.91	01/31/25	POLICE	\$7,181.50
03/14/25	2021119.91-42	2021119.91	02/28/25	POLICE	\$2,953.00
04/03/25	2021119.91-43	2021119.91	03/28/25	POLICE	\$1,775.00
05/06/25	2021119.91-44	2021119.91	04/25/25	POLICE	\$3,035.00

\$239,708.04



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

Invoice

RECEIVED

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

MAY 29 2025

May 09, 2025

Invoice No: 2025119.01 - 4

FINANCE DEPT

Invoice Total \$2,698.88

Project 2025119.01 Beachwood - General Engineering

Professional Services from March 29, 2025 to April 25, 2025

Task 100 General Meeting Attendance

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	4.00	148.50	594.00	
Engineering and Fiber Ordinance Meeting				
Parking Lot Repairs Meeting				
Ciuni, Joseph	2.00	148.50	297.00	
Library Performing Arts Center Meeting				
Totals	6.00		891.00	
Total Labor				891.00
Total this Task				\$891.00

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

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	3.00	148.50	445.50	
Ciuni, Joseph	2.00	148.50	297.00	
Parking Lots- TriMor Meeting				
Ciuni, Joseph	1.00	148.50	148.50	
Permit of Dominion - Greenlawn				
Ciuni, Joseph	1.00	148.50	148.50	
Review Dominion Plans - Greenlawn				
Sr. Project Manager				
Copley, R. Jake	.50	123.00	61.50	
Fini, Nicholas	.50	123.00	61.50	
2024 Recycling Numbers for Mike Rider				
Sr. Engineer				
Stonitsch, Erik	1.50	113.75	170.63	

APPROVED FOR PAYMENT
BY: *[Signature]*
DATE: 5-13-25
P/O: 2025-00117

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

Project	2025119.01	Beachwood - General Engineering	Invoice	4
Design Engineer				
Libert, Alicia	2.00	105.50	211.00	
2024 Recycled Materials				
Libert, Alicia	1.00	105.50	105.50	
Timberlane Green Phase 1 - Punch List Update				
2024 Parking Lot Updates				
Totals	12.50		1,649.63	
Total Labor				1,649.63
		Total this Task		\$1,649.63

Task	300	General Inspection Items		
Professional Personnel				
	Hours	Rate	Amount	
Design Engineer				
Libert, Alicia	1.00	105.50	105.50	
2024 Traffic Control Improvements - Pay Application				
Libert, Alicia	.50	105.50	52.75	
Parking Lot Extra Work				
Totals	1.50		158.25	
Total Labor				158.25
		Total this Task		\$158.25
		Total this Invoice		\$2,698.88

Outstanding Invoices

Number	Date	Balance
3	4/10/2025	2,880.50
Total		2,880.50

Billings to Date

	Current	Prior	Total
Labor	2,698.88	5,618.50	8,317.38
Totals	2,698.88	5,618.50	8,317.38

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/14/25	2025119.01-1	2025119.01	01/31/25	BUILDING	\$988.50
03/14/25	2025119.01-2	2025119.01	02/28/25	BUILDING	\$1,749.50
04/10/25	2025119.01-3	2025119.01	03/28/25	BUILDING	\$2,880.50
05/09/25	2025119.01-4	2025119.01	04/25/25	BUILDING	\$2,698.88

\$8,317.38



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

Invoice

RECEIVED

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

MAY 29 2025

May 09, 2025

Invoice No: 2025119.02 - 5

FINANCE DEPT

Invoice Total	\$8,310.38
----------------------	-------------------

Project 2025119.02 Beachwood - 2025 Road Program

Professional Services from March 29, 2025 to April 25, 2025

Task 100 Design

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	12.00	148.50	1,782.00	
Sr. Project Manager				
Fini, Nicholas	19.50	123.00	2,398.50	
Design Engineer				
Bartlett, Margaret	17.50	105.50	1,846.25	
Sr. Designer				
Woycitzky, Robert	10.50	88.75	931.88	
Totals	59.50		6,958.63	
Total Labor				6,958.63
		Total this Task		\$6,958.63

Task 300 Concrete Repair Project - TIF

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	2.00	148.50	297.00	
Sr. Project Manager				
Fini, Nicholas	3.00	123.00	369.00	
Design Engineer				
Bartlett, Margaret	6.50	105.50	685.75	
Totals	11.50		1,351.75	
Total Labor				1,351.75
		Total this Task		\$1,351.75

APPROVED FOR PAYMENT

BY: [Signature]

DATE: 5-13-25

P/O: 2025-00287

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

Project	2025119.02	Beachwood - 2025 Road Program	Invoice	5
Billing Limits		Current	Prior	To-Date
Total Billings		8,310.38	58,289.14	66,599.52
Limit				105,000.00
Remaining				38,400.48
			Total this Invoice	<u>\$8,310.38</u>

Outstanding Invoices

Number	Date	Balance
4	4/10/2025	13,339.25
Total		13,339.25

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
02/14/25	2025119.02-2	2025119.02	01/31/25	SERVICE	\$14,869.75
03/14/25	2025119.02-3	2025119.02	02/28/25	SERVICE	\$5,623.25
04/10/25	2025119.02-4	2025119.02	03/28/25	SERVICE	\$13,339.25
05/09/25	2025119.02-5	2025119.02	04/25/25	SERVICE	\$8,310.38

\$66,599.52



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

Invoice

RECEIVED

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

MAY 29 2025

May 09, 2025

Invoice No: 2025119.04 - 2

FINANCE DEPT

Invoice	\$10,703.00
Total	

Project 2025119.04 Beachwood - Chagrin Highlands 43 Acres - ALTA

P.O.#2025-00742

Professional Services from March 29, 2025 to April 25, 2025

Task 100 ALTA Survey
Professional Personnel

	Hours	Rate	Amount
Field Survey Technician 3			
Novak, Rick	10.00	115.00	1,150.00
Office Survey Technician 3			
Bachman, Christian	10.00	95.00	950.00
Project Principal			
Ciuni, Joseph	1.00	148.50	148.50
Survey Project Manager			
Leech, Ryan	5.00	123.00	615.00
Treat, Adam	1.00	123.00	123.00
Sr. Surveyor			
Koenig, Russell	3.50	115.00	402.50
Shimer, Dennis	32.00	115.00	3,680.00
Project Aid/Clerical			
DuBose, Amanda	1.50	56.00	84.00
Totals	64.00		7,153.00

Total Labor

7,153.00

APPROVED FOR PAYMENT

BY: *E.D.*
DATE: 5/19/25
P/O: 2025-00742

Consultants

Consultant Reimbursable Exp			
4/14/2025	Paragon Aerial Surveys	Prof. Services	3,550.00
	Total Consultants		3,550.00

3,550.00

Total this Task

\$10,703.00

Billing Limits

	Current	Prior	To-Date
Total Billings	10,703.00	2,031.50	12,734.50
Limit			18,500.00
Remaining			5,765.50

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

Total this Invoice	\$10,703.00
--------------------	--------------------

Outstanding Invoices

Number	Date	Balance
1	4/10/2025	2,031.50
Total		2,031.50

Billings to Date

	Current	Prior	Total
Labor	7,153.00	2,031.50	9,184.50
Consultant	3,550.00	0.00	3,550.00
Totals	10,703.00	2,031.50	12,734.50

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/10/25	2025119.04-1	2025119.04	03/28/25	ECONOMIC DEV	\$2,031.50
05/09/25	2025119.04-2	2025119.04	04/25/25	ECONOMIC DEV	\$7,153.00

\$9,184.50



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

Invoice

RECEIVED

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

MAY 29 2025

May 09, 2025

Invoice No: 2024119.04 - 15

FINANCE DEPT

Invoice **\$13,466.25**
Total

Project 2024119.04 Beachwood - Bryden Sewer Pre-Design
P.O. #2024-00448
Max Not to Exceed \$175,404.00
Professional Services from March 29, 2025 to April 25, 2025

Task 100 Pre-Design
Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	8.00	148.50	1,188.00
Sr. Project Manager			
Rufener, Jesse	12.50	123.00	1,537.50
Wojciechowski, Kevin	7.00	123.00	861.00
Design Engineer			
Getz, Collin	2.00	105.50	211.00
Watson, Tyler	67.50	105.50	7,121.25
Wojciechowski, Taylor	17.00	105.50	1,793.50
Staff Engineer/Architect			
Flores, Daniel	8.00	94.25	754.00
Totals	122.00		13,466.25
Total Labor			13,466.25

Total this Task **\$13,466.25**

Billing Limits	Current	Prior	To-Date
Total Billings	13,466.25	157,943.51	171,409.76
Limit			175,404.00
Remaining			3,994.24

Total this Invoice **\$13,466.25**

Outstanding Invoices

Number	Date	Balance
14	4/10/2025	2,131.50
Total		2,131.50

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 5-16-25
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

					TOTAL
INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	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
02/14/25	2024119.04-12	2024119.04	01/31/25	SERVICE	\$12,029.88
03/14/25	2024119.04-13	2024119.04	02/28/25	SERVICE	\$717.00
04/10/25	2024119.04-14	2024119.04	03/28/25	SERVICE	\$2,131.50
05/09/25	2024119.04-15	2024119.04	04/25/25	SERVICE	\$13,466.25

\$171,409.76

CHARLES W. KOHLER
ARBITRATOR
Post Office Box 2634
Westerville, Ohio 43086
(614) 226-8521
kohlerlaw@aol.com

RECEIVED
MAY 29 2025
FINANCE DEPT

STATEMENT

Invoice No. 051625-01

Date: May 16, 2025

FMCS Case No. 240912-09847

Fraternal Order of Police Beachwood Lodge 86
and
City of Beachwood

Issue: [REDACTED]

ARBITRATOR'S COMPENSATION:

PROFESSIONAL FEES:

Charges at per diem rate of \$1700.00:

Hearing /Travel	1.0 Days
Study and Preparation of Award	3.5 days
Docketing Fee	\$500.00
Total Professional Fee	\$8150.00

ARBITRATOR'S EXPENSES

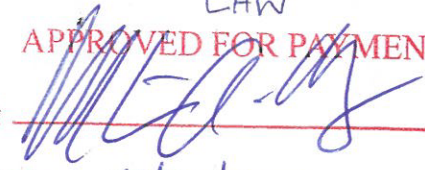
Mileage 236 miles at \$.625 = \$147.50
Lodging \$145.08

Total Expense \$292.58

INVOICE TOTAL: \$8442.58

PAYABLE BY EMPLOYER: \$4221.29

PAYABLE BY UNION: \$4221.29

LAW
APPROVED FOR PAYMENT
BY: 
DATE: 5/21/25
P/O: 2025-01244

*****PAYABLE UPON RECEIPT*****



PURCHASE ORDER

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

Vendor 07345
Kohler, Charles W.
DBA: Charles W. Kohler, Attorney and Arbitrator
P.O. Box 2634
Westerville, OH 43086

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

Page: 1
P.O. Number: **2025-01244**
P.O. Date: 05/19/2025
Req. Number: 25-141-0028-A
Requested By: Carol Morrison
Blanket Type:
Ship Via:
Terms:

Line	Description	Account	Qty	Unit	Price/Unit	Amount
001	ARBITRATION - POLICE DEPT.	101.141.53110				\$4,221.29

Page Total: \$4,221.29

Purchase Order Total: \$4,221.29

DIRECTOR OF FINANCE CERTIFICATE

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

5/19/2025

DIRECTOR OF FINANCE

Date



MICHAEL H. WILDERMUTH, AIA, ARCHITECT

RECEIVED

MAY 29 2025

FINANCE DEPT

May 9, 2025

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

Re: **Building Department**
INVOICE
Plan Review Services for April 2025

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

Plan Review for the month of April 2025..... \$1125.00
Cost Breakdown Sheet Attached

Total amount due.....\$1125.00

Respectfully,

Michael H. Wildermuth

All General Fund

Michael H. Wildermuth, AIA
Master Plans Examiner

APPROVED FOR PAYMENT
BY: _____
DATE: 5-12-25
P/O: _____

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



MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

		April 2025		
MHW	Beachwood	Job Name	Time	
Job No	Receipt No.			
CB2511-01 4-14-2025	2025-02220	Zinner and Co.	3.0 H	\$375.00
CB2513-01 5-1-2025	2025-02522	BASF Lab	4.0H	\$500.00
CB2514-01 5-1-2025	2025-02732	King David ERRS	2.0H	\$250.00
		Total	9.0 H	\$,1125.00

Perspectus Architecture
1300 East 9th Street, Suite 910
Cleveland, OH 44114
(216) 752-1800

City of Beachwood
Jennifer Twitt
25325 Fairmount Boulevard
Beachwood, OH 44122

Invoice number 22375
Date 05/22/2025

Project **24118 CITY OF BEACHWOOD PUBLIC
WORKS ROOF REPLACEMENT**

Professional Services through 04/30/2025

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Basic Services						
Schematic Design / Design Development	38,400.00	100.00	38,400.00	38,400.00	0.00	0.00
Construction Documents	23,040.00	100.00	20,736.01	23,040.00	0.00	2,303.99
Bidding / Construction	15,360.00	20.00	0.00	3,072.00	12,288.00	3,072.00
Subtotal	76,800.00	84.00	59,136.01	64,512.00	12,288.00	5,375.99
Total	76,800.00	84.00	59,136.01	64,512.00	12,288.00	5,375.99

Reimbursable Expenses

Reimbursables

	Date	Units	Cost Rate	Cost Amount	Multiplier	Rate	Billed Amount
Printing	04/30/2025			8.05	1.10		8.86
				Phase subtotal			8.86

Invoice total **5,384.85**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
22375	05/22/2025	5,384.85	5,384.85				
	Total	5,384.85	5,384.85	0.00	0.00	0.00	0.00

APPROVED FOR PAYMENT

BY: _____

DATE: _____

P/O: 2024-02381

count name	Paper Size	Color pages	Greyscale pages	Total pages	Total cost
------------	------------	-------------	-----------------	-------------	------------

118 City of Beachwood Public Works
of Replacement

15x21	0	7	7	7	\$8.05
	<u>0</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>\$8.05</u>

RECEIVED

MAY 29 2025

FINANCE DEPT

REMIT TO ADDRESS:

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

FEDERAL TAX ID 

REMITTANCE PAGE

For Professional Services Rendered

whitney.crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1497719
Client/Matter: 144096.0005
Billing Atty: RTH
April 28, 2025

Re: SPECIAL LEGAL SERVICES

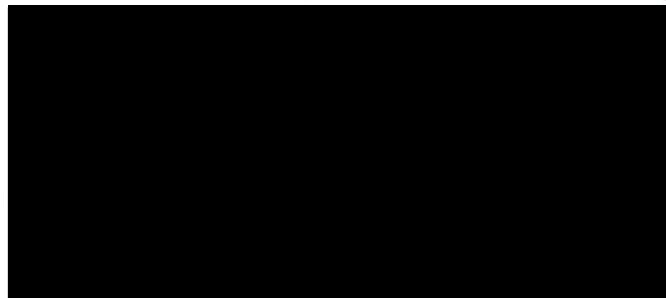
Invoice Total

\$ 2,244.50

GO GREEN!

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

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



BY: 
DATE: 5/12/2025
P/O: 2025-00166
APPROVED FOR PAYMENT

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

RECEIVED

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE

MAY 29 2025

FINANCE DEPT

REMIT TO ADDRESS:

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

FEDERAL TAX ID [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

whitney.crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1497720
Client/Matter: 144096.0006
Billing Atty: RTH
April 28, 2025

Re [REDACTED]

Invoice Total

\$ 167.50

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

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

BY: [Signature]
DATE: 5/12/2025
P/O: 2025-00166
APPROVED FOR PAYMENT

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

RECEIVED

MAY 29 2025

FINANCE DEPT

REMIT TO ADDRESS:

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

FEDERAL TAX ID [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

whitney.crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1497721

Client/Matter: 144096.0007

Billing Atty: RTH

April 28, 2025

Re: [REDACTED]

Invoice Total

\$ 2,512.50

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

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

BY: [Signature]
DATE: 5/12/2025
P/O: 2025-00166
APPROVED FOR PAYMENT

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

RECEIVED

MAY 29 2025

FINANCE DEPT

REMIT TO ADDRESS:

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

FEDERAL TAX ID 

REMITTANCE PAGE

For Professional Services Rendered

whitney.crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1497781

Client/Matter: 144096.0003

Billing Atty: RTH

April 28, 2025

Re: ROUTINE LEGAL SERVICES

Invoice Total

\$ 13,750.00

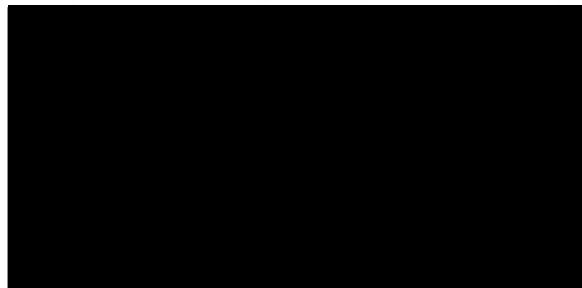
GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

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

BY:  **APPROVED FOR PAYMENT**
DATE: 5/12/2025
P/O: 2025-00166



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



RECEIVED
MAY 30 2025
FINANCE DEPT

Invoice

Date 5/30/2025
Invoice # PE1110

Remit Payment to :

Sixmo Architecture
204 Front Street
Marietta, OH 45750

Bill To

City of Beachwood
25325 Fairmount Blvd
Beachwood, OH 44122

Project

Beachwood Plan Exams 2025

For questions regarding this invoice :

Contact Sheree Wilson at 740-809-2400 ext. 118

P.O. Number

Payment Terms

Net 30

Description	Prior Billed	Current Billing
2025-02288 - Cleveland Clinic		93.75

Total Due : **\$93.75**

BY: [Signature]
DATE: 5-30-25
P/O: _____

APPROVED FOR PAYMENT



ARCHITECTURE

PLAN EXAMINATION FEE CALCULATION

City of Beachwood

25325 Fairmount Blvd

Brian Roenigk, Building Commissioner

Plan Review / Invoice No.: 2025-02288

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

Date of Initial Review: April 24, 2025
Date of 2nd Review: May 9, 2025

Project Name: Cleveland Clinic Telemedicine Renovation
Project Address: 3175 Science Park Drive
Project Description: Alterations
Area of Work: 11,090 sq. ft.

Initial Submittal:

Initial Review Date: April 24, 2025

<u> </u> hours @	\$125.00	\$ <u> </u>
Estimated Reimbursables:		\$ <u> </u>
	Sub-Total	\$ <u> 0.00</u>

Subsequent Review:

Review Date: May 9, 2025

<u>0.75</u> hours @	\$125.00	\$ <u> 93.75</u>
Estimated Reimbursables:		\$ <u> </u>
	Sub-Total	\$ <u> 93.75</u>

Current Grand Total	\$ <u> 93.75</u>
----------------------------	---------------------------

RECEIVED

JUN 02 2025

FINANCE DEPT

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

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

May 31, 2025

FED ID # 46-3453684

P.O. 2024-02559

INV # BW-2507

For professional planning services rendered with regard to **preparation of RFQ/RFP** for development of the former Fairmount Temple property in accordance with **P.O. 2024-02559** as follows:

Meeting w/ Committee re Presentations (5/15/25)

G. Smerigan	4.0 Hours	@	\$120.00 / hours	\$480.00
-------------	-----------	---	------------------	----------

Follow-up Meetings (5/20/25 & 5/21/25)

G. Smerigan	4.0 Hours	@	\$120.00 / hour	\$480.00
-------------	-----------	---	-----------------	----------

Internal Meeting w/ Mayor's Office (5/27/25)

G. Smerigan	1.0 Hours	@	\$120.00 / hour	\$120.00
-------------	-----------	---	-----------------	----------

Coordination with Proposers Re: Revisions and Financing

G. Smerigan	2.0 Hours	@	\$120.00 / hour	\$240.00
-------------	-----------	---	-----------------	----------

TOTAL DUE THIS INVOICE

\$1,320.00

Thank you,

APPROVED FOR PAYMENT

BY: Approved: 6/2/25DATE: Justin BoardP/O: 2024-02559

George Smerigan
Managing Member

Memorandum

To: Larry Heiser, Finance Director *ZAH*

From: Craig Kaufman, IT Manager

Approved 5/14/2025

Subject: Internet Service



Date: May 15, 2025

The current internet service agreement between the City of Beachwood and Crown Castle is set to expire on November 9, 2025. We are presently paying \$885.00 per month for 1G service through Crown Castle.

After reviewing multiple proposals, Spectrum has submitted the lowest bid at \$700.00 per month for a 60-month term. This offer includes no installation fees or additional costs and provides the same 1G speed currently in use. Both Spectrum and Crown Castle are offering 3 months free.

Based on this cost savings and comparable service, it is my recommendation that we request Council authorization to enter into a new agreement with Spectrum for internet access at \$700.00 per month for 60 months. These expenses have already been accounted for in the current year's budget.

There are three quotes from different vendors attached for Council's review. I would like to have this item placed on the agenda for the next Council meeting for consideration.

Feel free to contact me with any questions.

INTRODUCED BY:

RESOLUTION NO. 2025-29

A RESOLUTION ACCEPTING A QUOTATION FROM CHARTER COMMUNICATIONS OPERATING, LLC, DBA SPECTRUM, FOR DEDICATED INTERNET ACCESS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood has determined the need for reliable and high-speed dedicated internet access to support City operations and communications infrastructure; and

WHEREAS, Charter Communications Operating, LLC, dba Spectrum, has submitted a quotation to provide Dedicated Internet Access (DIA) services for a 60-month term at a cost of Seven Hundred Dollars and No/Cents (\$700.00) per month; and

WHEREAS, it is in the best interest of the City to accept the quotation and proceed with the service agreement to ensure uninterrupted internet connectivity.

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

Section 1: The Council of the City of Beachwood hereby accepts the quotation submitted by Charter Communications Operating, LLC, dba Spectrum, to provide Dedicated Internet Access services at a cost of Seven Hundred Dollars and No/Cents (\$700.00) per month for a 60-month term.

Section 2: The Mayor is hereby authorized to enter into an agreement with Charter Communications Operating, LLC, dba Spectrum, consistent with the terms of this Resolution and subject to approval by the Law Director.

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

Section 4: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City, and for the further reason that the City must ensure continuity of internet services without delay; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 16th day of June, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of June, 2025.

Clerk

Approval: I have approved this legislation this 17th day of June, 2025, and filed it with the Clerk.

Mayor

SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Business - Enterprise Commercial Terms of Service posted at, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Contact Information

Contact: Antonio F Gallina
Telephone: 330-572-4064
Email: antonio.gallina@charter.com

Customer Information

Customer Name CITY OF BEACHWOOD	Order # 14804680	
Address 25325 Fairmount Blvd BEACHWOOD OH 44122		
Telephone (216) 595-3405	Email: aj.allen@beachwoodohio.com	
Contact Name AJ Allen	Telephone (216) 595-3405	Email: aj.allen@beachwoodohio.com
Billing Address 25325 Fairmount Blvd BEACHWOOD OH 44122		
Billing Contact Name	Telephone	Email:

NEW AND REVISED SERVICES AT 25325 Fairmount Blvd , Cleveland OH 44122

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Dedicated Fiber Internet 1Gbps	60 Months	1	\$700.00	\$700.00
13 Static IP Addresses	60 Months	1	\$0.00	\$0.00
3 Months Free - Data - Dedicated Fiber Internet	60 Months	1	\$0.00	\$0.00
TOTAL*				\$700.00

ONE TIME CHARGE(S) AT 25325 Fairmount Blvd , Cleveland OH 44122

Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Dedicated Fiber Internet Install	1	\$0.00	\$0.00
Demarc Wiring Service	1	\$500.00	\$500.00
Demarc Wiring Service - Promotion	1	(\$500.00)	(\$500.00)
TOTAL*			\$0.00





1. **TOTAL CHARGE(S).** TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.
2. **TAXES.** PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).
3. **SPECIAL TERMS.**

Some or all of your order is subject to a promotional offer, of which the full Terms & Conditions can be found by going to the following URL:

<https://enterprise.spectrum.com/legal/3-months-free.html>

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE

Signature: _____

Printed Name: AJ Allen

Title: _____

Date: _____

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Spectrum Business – for enterprise Services

pre-service installation guide



Welcome, and thank you for choosing Spectrum Business. After you sign your service order, our teams will keep you updated on the status of your order. In the meantime, this document will help you understand what happens as you progress toward the service installation process.

Feel free to reach out to your sales contact if you have questions or need additional information. When installation begins, however, you'll have a dedicated project manager who'll partner with you as your main point of contact for a successful installation.

Client project milestones

Spectrum Business project milestones

- 1 Sign service order.
- 2 If necessary, work with our internal teams to provide any additional information or forms required to finalize your order.
- 3 Your Spectrum Enterprise project manager will contact you to introduce themselves and discuss next steps.

- 1 Sales team submits signed service order to Order Management team.
- 2 Internal teams gather any additional information that's required to finalize your order.
- 3 Dedicated project manager contacts you to discuss next steps.

Spectrum Business pre-service installation details

Let's look at more details about the milestones we'll reach before your service installation process begins.

Milestones

- 1 Sign service order
First, we'll finalize and sign your service order together. We are unable to proceed until the service order is signed, so if you have any concerns or questions about your order, please reach out to your sales contact right away.
- 2 Finalize order
Our internal teams will make sure we have all of the information we need to begin the installation process. This stage can take one to two weeks to complete. During this time, we may be in touch to get additional information and required forms.
If your order includes voice services, this would be a good time to engage your vendor. If you're transferring phone numbers from your current vendor to your Spectrum Enterprise account, we'll need a complete list of the numbers you're transferring. Your vendor can help you pull these from your phone server. We also request your vendor be available to participate in cutover activities on the day of activation. Your project manager will work closely with you and your vendor throughout the implementation process, and schedule the cutover once the service is ready.
- 3 Connect with project manager
As we're finalizing your order, your dedicated project manager will be in touch about next steps. Your project manager will be your primary point of contact during service installation, however, you may hear from additional team members throughout the process.
You will be invited to an introduction call where your project manager will review your order and the installation process in more detail. During this meeting, we will agree to a call and reporting schedule to ensure a smooth and efficient installation.

Additional disclaimer pending - does not apply for coax or upgrades.

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Spectrum Business

Service Level Agreement for Enterprise Services: Dedicated Fiber Internet

This Service Level Agreement (“SLA”) for Spectrum Business (“Spectrum”) Dedicated Fiber Internet (referred to herein as “DFI” or the “Service”) is a part of, and hereby incorporated by reference into the Spectrum Business Agreement for Enterprise Services (including the terms and conditions, attachments, and Service Orders described therein, the “Service Agreement”). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance goals for the Services (“SLA Targets”) are set forth in the tables below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

I. Priority Classification and Definitions

Priority classifications for Service Disruptions and Service Degradations are described as follows:

Priority	Criteria
Priority 1	- Service Disruption resulting in a total loss of Service; or - Service Degradation to the point where Customer is unable to use the Service (each a “Priority 1 Outage”)
Priority 2	Service Degradation where Customer is able to use the Service
Priority 3	- A service problem that does not impact the Service; or - A single non-circuit specific quality of Service inquiry

As used in this SLA, the following terms have the meanings assigned below:

“Service Disruption” is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum network hub; or (ii) exchange network traffic with another Spectrum network hub. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and then Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service, such as failure of the Service to achieve the SLA Targets for Latency/Frame Delay, Jitter/Frame Delay Variation, or Packet Delivery.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer’s Service Location to troubleshoot, repair or replace equipment or the Service, (iv) Service problems resulting from acts or omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer does not release the Service for testing, and (vii) Force Majeure Events.

II. SLA Targets for DFI Service

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Delivery
End to End: 100%	Priority 1 Outages within 4 hours	≤ 35ms	≤ 1ms	≥ 99.99%

SLA Targets are measured from Customer's Service Location to the location where Spectrum has local access to the Internet (i.e., the Spectrum point of presence) at the individual circuit or Service level, and any applicable credits are issued only for the affected DFI circuit or Service (the "Affected Service").

III. SLA Calculations

1. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month, less the number of minutes in the calendar month that the Service is unavailable due to a Priority 1 Outage ("Downtime"), with such difference divided by the total number of minutes in the calendar month, and expressed as a percentage.

Service Availability per calendar month is calculated as follows:

Service Availability =	$\frac{\text{Total number of minutes in the calendar month} - \text{Downtime}}{\text{Total number of minutes in a calendar month}} \times 100$
-------------------------------	--

2. Mean Time to Restore ("MTTR")

The MTTR SLA Target is applicable to Priority 1 Outages and is measured, each calendar month, as the average time for Spectrum to restore Priority 1 Outages calculated as the cumulative length of time it takes Spectrum to restore a Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

Mean Time to Restore =	$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month}}{\text{Total number of Priority 1 Outage trouble tickets per Service in the calendar month}}$
-------------------------------	---

3. Latency/Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every five (5) minutes during a calendar month (except during an Excluded Disruption), to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency/Frame Delay is calculated as follows:

Latency or Frame Delay Average (ms) =	$\frac{\text{Sum of the roundtrip delay measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}$
--	--

4. Packet Delivery

Packet Delivery is defined as the percentage of frames that are successfully received compared to the total frames that are sent in a calendar month (except during an excluded Disruption). The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Delivery is calculated as follows:

Packet Delivery (%) =	$\frac{\text{Number of frames delivered in the calendar month}}{\text{Total frames sent in the calendar month}} \times 100$
------------------------------	---

5. Jitter/Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point. Spectrum measures a sample set of frames every five (5) minutes during a calendar month (except during an Excluded Disruption), and determines the average delay between consecutive frames within each sample set. The monthly Jitter/Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter/Frame Delay Variation is calculated as follows:

Jitter or Frame Delay Variation Average (ms) =	Sum of the Frame Delay Variation measurements for a Service in the calendar month
	Total number of measurements for a Service in the calendar month

IV. Remedies

1. Service Credits

If a Service fails to satisfy the SLA Targets during any calendar month and Customer is in compliance with the terms of the Service Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges ("MRC") for the Affected Service as set forth in the tables below. Any credit to be applied will be offset against amounts due from Customer to Spectrum in the billing cycle following the date Spectrum makes its credit determination. Credit requests must be submitted to Spectrum within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability Credits		
Downtime		Service Credit
> 0	< 1 hour	10% of MRC
≥ 1 hour	< 2 hours	20% of MRC
≥ 2 hours	< 4 hours	30% of MRC
≥ 4 hours	< 8 hours	40% of MRC
≥ 8 hours	< 12 hours	50% of MRC
≥ 12 hours	< 16 hours	80% of MRC
≥ 16 hours		100% of MRC

Mean Time To Restore ("MTTR") Credits		Latency/Frame Delay (Roundtrip) Credit	Jitter/Frame Delay Variation Credit	Packet Delivery Credit
MTTR > 4 hours < 8 hours	40% of MRC	50% of MRC	50% of MRC	50% of MRC
MTTR ≥ 8 hours	50% of MRC			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum's sole and exclusive liability, with respect to any missed SLA Targets.

2. Chronic Priority 1 Outages

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum all amounts due at the time of such termination for all Services provided by Spectrum pursuant to the Service Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits.

V. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. local time.



CUSTOMER POINT OF CONTACT INFORMATION

Spectrum Business Point of Contact Information Sheet	What?: This sheet is to facilitate the expeditious fulfillment of your order with Spectrum Business. Why?: Completion of this form will assist with accurate and timely installation times and construction How?: Please provide a Local and/or Technical contact for your Service Location(s).			Is site specific contact info needed?		
Charter Contact (Sales)	Antonio F Gallina		Service Order Number:	06504523	Do all sites share one contact?	
Service Location	Local Site Contact Information: The Local contact at the Service Location must be available: • To provide access to the technician during the arrival window. • To be available throughout the installation to answer any questions the technician may have. • To confirm the service is operational. • Local Contact may be same as Technical, please indicate if so.			Technical Contact Information (ie. Phone/Data Vendor): The Technical contact at the Service Location must be able: • To coordinate with our Spectrum Project Manager • To work with our network design team • To rate your installation experience. • Technical Contact may be same as Local, please indicate if so.		
Street Address	Site Contact Name	Site Contact Phone Number	Site Contact Email	Technical Contact Name	Technical Contact Phone Number	Technical Contact Email
25325 Fairmount Blvd , Cleveland OH 44122						
3777 Richmond Rd , Beachwood OH 44122						

Certificate Of Completion

Envelope Id: 884FA5FB-99E8-4906-8D19-63EF2EBC221A

Status: Sent

Subject: Antonio Gallina has requested your signature on a document(s)

Source Envelope:

Document Pages: 12

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Antonio Gallina

AutoNav: Enabled

antonio.gallina@charter.com

Envelopeld Stamping: Disabled

IP Address: 209.112.106.2

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Antonio Gallina

Location: DocuSign

5/7/2025 12:36:15 PM

antonio.gallina@charter.com

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Signature

Timestamp

AJ Allen

aj.allen@beachwoodohio.com

Security Level: Email, Account Authentication
(None)

Sent: 5/7/2025 12:38:04 PM

Viewed: 5/8/2025 3:57:49 AM

Electronic Record and Signature Disclosure:

Accepted: 5/8/2025 3:57:49 AM

ID: 9805ad35-be3f-490b-a95e-bc8b10b44552

Company Name: Spectrum

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Antonio Gallina

antonio.gallina@charter.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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5/7/2025 12:38:04 PM

Certified Delivered

Security Checked

5/8/2025 3:57:49 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Charter Communications Operating, LLC (“Spectrum”) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. If you wish to receive paper copies in lieu of electronic documents, you may close this browser and request paper copies from the “sending party” by following the procedures outlined below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

Requesting paper copies, withdrawing consent, and updating contact information

Requesting Paper Copies.

Please provide your name, title, email, telephone, postal address and document title.

Withdraw Consent.

Please provide your name, title, email, date, telephone number and postal address.

Update Contact Information.

Please provide your name, title, email, telephone and postal address.

Any fees associated with sending paper copies or withdrawing consent will be determined by the sending party.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

To withdraw your consent with DocuSign

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. notify the “sending party” by email and in the body of such request you must state your email, full name, title, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Charter Communications Operating, LLC (“Spectrum”) as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DocuSign during the course of your relationship with Charter Communications Operating, LLC (“Spectrum”).

RE: City of Beachwood DIA renewal/A47483 Service S335586 11/9/2025

From Teixeira, Dorothy <Dorothy.Teixeira@crowncastle.com>

Date Thu 5/1/2025 10:38 AM

To AJ Allen <AJ.Allen@beachwoodohio.com>; Krayzel, Kevin <Kevin.Krayzel@crowncastle.com>

Cc Kirincic, Michael <Michael.Kirincic@crowncastle.com>

*****City of Beachwood Notice
*** This e-mail is from an
external source. Think before
you click links or open
attachments.**

Hi AJ,

My apologies for the delay. On the 48 month term we can offer 1G at \$750.00 per month. Unfortunately, there is no free month promotion.

Please let me know if you have any questions.

Best,

Dorothy Teixeira
Client Service Manager
T: (213) 204-7428
crowncastle.com

NOC SUPPORT
1-855-93 FIBER

From: AJ Allen <AJ.Allen@beachwoodohio.com>
Sent: Wednesday, April 23, 2025 5:19 AM
To: Teixeira, Dorothy <Dorothy.Teixeira@crowncastle.com>; Krayzel, Kevin <Kevin.Krayzel@crowncastle.com>
Cc: Kirincic, Michael <Michael.Kirincic@crowncastle.com>
Subject: Re: City of Beachwood DIA renewal/A47483 Service S335586 11/9/2025

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dorothy,

Thank you for getting this to me - what are we looking at for a 48 month term?

Thanks,
AJ



AJ Allen
IT Assistant Manager

Office: (216) 595-3405

Fax: (216) 292-1912

AJ.Allen@beachwoodohio.com

www.beachwoodohio.com

25325 Fairmount Blvd, Beachwood, OH 44122



All records of the City, including this message and any response to it, are public records unless the records are specifically exempted from disclosure under the Ohio Public Records Act. Public Records are available to the public and media upon request. If you have received this communication erroneously, please immediately notify the sender of the communication.

From: Teixeira, Dorothy <Dorothy.Teixeira@crowncastle.com>
Sent: Monday, April 21, 2025 11:15 AM
To: Krayzel, Kevin <Kevin.Krayzel@crowncastle.com>; AJ Allen <AJ.Allen@beachwoodohio.com>
Cc: Kirincic, Michael <Michael.Kirincic@crowncastle.com>
Subject: RE: City of Beachwood DIA renewal/A47483 Service S335586 11/9/2025

***City of Beachwood Notice *** This e-mail is from an external source. Think before you click links or open attachments.

Hello AJ and Kevin,

Thank you for your patience. I am happy to help with renewal options. The service currently expires 11/9/2025.

Are you comfortable with a 48-month term?

Please see the renewal options:

- Bandwidth: 1Gbps
- IP Block: /27
- Term: 24 months
- MRC: \$885.00
- Bandwidth: 1Gbps
- IP Block: /27
- Term: 36 months
- MRC: \$800.00

*Retention Promotion Offer: 2 months free on the 24 month term and 3 months free on the 36 month term.

Dorothy Teixeira

Client Service Manager

T: (213) 204-7428

crowncastle.com

CROWN CASTLE FIBER

624 S. Grand Avenue, Suite 2500, Los Angeles, CA 90017

NOC SUPPORT

1-855-93 FIBER

fibersupport@crowncastle.com

From: Krayzel, Kevin <Kevin.Krayzel@crowncastle.com>

Sent: Friday, April 11, 2025 10:22 AM

To: Severino, Alexis <Alexis.Severino@crowncastle.com>; AJ Allen <AJ.Allen@beachwoodohio.com>; Teixeira, Dorothy <Dorothy.Teixeira@crowncastle.com>

Cc: Kirincic, Michael <Michael.Kirincic@crowncastle.com>

Subject: RE: City of Beachwood DIA renewal

Thanks!

Kevin Krayzel

Data Infrastructure Specialist/Business Development Manager

Mobile 440.885.2999

kevin.krayzel@crowncastle.com

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CROWN CASTLE

www.crowncastle.com

From: Severino, Alexis <Alexis.Severino@crowncastle.com>

Sent: Friday, April 11, 2025 1:11 PM

To: Krayzel, Kevin <Kevin.Krayzel@crowncastle.com>; AJ Allen <AJ.Allen@beachwoodohio.com>; Teixeira, Dorothy <Dorothy.Teixeira@crowncastle.com>
Cc: Kirincic, Michael <Michael.Kirincic@crowncastle.com>
Subject: RE: City of Beachwood DIA renewal

Hello AJ, Kevin,

I am adding your Client Service Manager for this account [@Teixeira, Dorothy](#)
City of Beachwood Ohio A47483.

Dorothy, please see below.

Thank you,

Alexis Severino

Client Service Manager– Enterprise
T: (877) 486-9377 M: (203)-649-3930
CROWN CASTLE FIBER
1781 Highland Ave, Suite 102
Cheshire, CT 06410
Alexis.Severino@crowncastle.com
Fiber.CrownCastle.com



From: Krayzel, Kevin <Kevin.Krayzel@crowncastle.com>
Sent: Thursday, April 10, 2025 11:54 AM
To: AJ Allen <AJ.Allen@beachwoodohio.com>; Severino, Alexis <Alexis.Severino@crowncastle.com>
Cc: Kirincic, Michael <Michael.Kirincic@crowncastle.com>
Subject: RE: City of Beachwood DIA renewal

Hi AJ, thanks for the chat and sending the email. I have added Alexis who is the client service manager on our team. Alexis works with our customer on renewal options. She can pull this up and provide you some choices back. Thanks!

Kevin Krayzel

Data Infrastructure Specialist/Business Development Manager
Mobile 440.885.2999
kevin.krayzel@crowncastle.com

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CoLocation | Scalable 100G | Dedicated Private Fiber | Disaster Recovery | DDoS Defense

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CROWN CASTLE
www.crowncastle.com

From: AJ Allen <AJ.Allen@beachwoodohio.com>
Sent: Thursday, April 10, 2025 11:34 AM
To: Krayzel, Kevin <Kevin.Krayzel@crowncastle.com>
Subject: City of Beachwood DIA renewal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Kevin,

Our 3 year term is up at the end of August and we are looking for a renewal quote for our 1Gig DIA.

AJ



AJ Allen
IT Assistant Manager

Office: [\(216\) 595-3405](tel:(216)595-3405)

Fax: [\(216\) 292-1912](tel:(216)292-1912)

AJ.Allen@beachwoodohio.com

www.beachwoodohio.com

25325 Fairmount Blvd, Beachwood, OH 44122



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This email may contain confidential or privileged material. Use or disclosure of it by anyone other than the recipient is unauthorized. If you are not an intended recipient, please delete this email.

Service Quote

Dedicated Internet Access



For Customer:

City of Beachwood

To:



Aj Allen

IT Assistant Manager

25325 FAIRMOUNT BOULEVARD

CLEVELAND, OH, US, 44122

+1-216-292-1901

aj.allen@beachwoodohio.com

From:

Andrew Erickson

National Account Manager

(404) 481-2224

aerickson@cogentco.com

Cogent Communications, Inc.

Quote Date 04/09/2025

Quote # 1696345

Expiration Date 05/09/2025

Service Location				Service					Charges	
Address	City	State / Country	Postal Code	Port	CDR (Mbps)	Billing Model	Installation	Service Term (months)	NRC (one-time)	MRC (monthly)
25325 FAIRMOUNT BOULEVARD	CLEVELAND	OH, US	44122	GE	1000	Flat rate	N/A	36	1,325.00	1,388.00
25325 FAIRMOUNT BOULEVARD	CLEVELAND	OH, US	44122	IPv4	0	Flat rate	N/A	36	0.00	120.00

Information provided herein is confidential and intended solely for Customer's use. It shall not be disclosed to any third parties. Prices quoted herein are (i) valid until the Expiration Date set forth above (or, if no Expiration Date is indicated, until 30 days after the Quote Date), (ii) subject to service availability, and (iii) exclusive of taxes, surcharges or internal cabling (at Off-Net locations beyond the loop vendor's demarcation point; at Cogent On-Net Carrier Neutral locations, beyond Cogent's equipment, i.e. Cross-Connects to Customer equipment are excluded). Internal cabling is included at Cogent On-Net Office Building locations. NRC stands for Non-Recurring Charges and MRC for Monthly Recurring Charges.

Total Charges	NRC (one-time)	MRC (monthly)
	1,325.00	1,508.00
Quoted Currency		USD - US Dollar

Special Notes and Instructions

1. This is a BUDGETARY QUOTE, (pending Spectrum last mile site survey). . 2. NO HIDDEN fees for Layer 3 / Internet services.

Features

Not Oversubscribed
Fully Symmetrical
Ethernet Handoff (electrical/optical)
IPv4 Address Availability
IPv6 Ready
[For more information, click here](#)

Service Level Agreement (SLA)

Network Availability 100%
Installation Guarantee
On-Net: 17 business days
Off-Net: 30 business days
Packet Loss <0.01%
Latency (NA<45ms, EU<35ms, TA<85ms, TP<140ms)
[Click here](#) to view Cogent's SLA

Customer Support

24 x 7 x 365 Support Hotline & Email
eCogent Online Portal
Phones answered immediately by trained support technicians
15 minute outage notification guarantee
[For more information, click here](#)

About Cogent

Cogent Communications Holdings, Inc. (NASDAQ: CCOI) is a multinational, Tier 1 facilities-based ISP, consistently ranked as one of the top five networks in the world. Cogent specializes in providing businesses with high speed Internet access, Ethernet transport and colocation services. Cogent built one of the largest and highest capacity IP networks in existence. This network enables Cogent to offer large bandwidth connections at highly competitive prices.



Headquarters
2450 N St NW
Washington, DC 20037

1-877-875-4432
www.cogentco.com
sales@cogentco.com

[Click here to view Cogent's Network Map](#)



Interoffice Memo

Date: 5/30/25

To: City Council

From: Derek Schroeder

A red handwritten signature, appearing to be "DS", is written over the name "Derek Schroeder".

RE: SuperGames invoice – Fall Fest

We would once again like to utilize SuperGames for our Fall Fest activities and staff for the activities. SuperGames has provided excellent service for many years. The total cost is \$30,780. In 2024, the cost was \$25,999.

INTRODUCED BY:

RESOLUTION NO. 2025-30

AN RESOLUTION AUTHORIZING A CONTRACT WITH SUPERGAMES FOR THE RENTAL OF INFLATABLES AND OTHER ASSOCIATED EQUIPMENT FOR THE 2025 CITY OF BEACHWOOD FALL FESTIVAL; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City received a quotation from SuperGames for the rental of inflatables and other associated equipment for the 2025 City of Beachwood Fall Festival; and

WHEREAS, the total will be in an amount not to exceed Thirty Thousand Seven Hundred Eighty Dollars and No/Cents (\$30,780.00); and

WHEREAS, a portion of the cost will be offset by the NOPEC Energized Community Grant in an amount not to exceed One Thousand Dollars and No/Cents (\$1,000.00).

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 and directed to enter into a contract with SuperGames as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein for the 2025 City of Beachwood Fall Festival in an amount not to exceed Thirty Thousand Seven Hundred Eighty Dollars and No/Cents (\$30,780.00) with a portion of the cost being offset by the NOPEC Energized Community Grant Agreement.

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 immediate preservation of the public peace, health, safety, or the efficient operation of the City, and for the further reason to secure the rental of inflatables and associated equipment 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 16th day of June, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of June, 2025

Clerk

Approval: I have approved this legislation this 17th day of June, 2025, and filed it with the Clerk.

Mayor

SuperGames

6580 Huntley Rd Columbus, OH, 43229

Phone: (614) 846-8946

Invoice: 37726623

Order Date: 5/22/2025

Event Name: Fall Fest

Event Location

City of Beachwood

Shannon Diamond

Beachwood City Hall

25325 Fairmount Blvd

Beachwood, OH 44122

Cell: (216) 798-7614 Office: (216) 292-1970

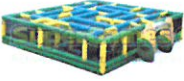
Start Date: 9/28/2025 12:00pm

End Date: 9/28/2025 5:00pm

Delivery: Fully Staffed

Surface: Pavement

Name	Qty	Total
Activities Inflatables  Frankenstein Combo (28x16x14) Minimum Height - 34"	1	
 Halloween Obstacle Course. (47x11x15H) Minimum Height - 36"	1	
 Lego Obstacle Course (47x11x14H) Minimum Height - 36"	1	
 Treasure Island (24W x 30L x 19H) Minimum Height - 42"	1	
 Turkey Bounce (19x16x18H) Minimum Height - 34"	1	
Activities Interactive  Ballistic Swing (60Wx60Lx13'5") Minimum Height - 42"	1	

 Corn Maze (35W x 40L x 11H)	1	
 Mechanical Pumpkin (15W x 15L x 10H) Minimum Height - 48"	1	
 Pirates Revenge (20W x 30L x 18H) Minimum Height - 42"	1	
 Super Slide - Carnival Slide (28'Tall 18'Wide 90'Long)	1	
Activities Sports  3 in 1 - Sports Combo (21' L X 18' W X 15' H)	1	
 Human Billiards (17W x 30L x 2H)	1	
Atmosphere  Fall Flags	20	
Generac - 17,500 Generator	1	
Height Sign for Ride	1	
Height Sign for Ride	1	
High Profile Motion Base	1	
Generac - 17,500 Generator	1	
Height Sign for Ride	1	
Infrastructure Adirondack Chair	20	

Cone and Pennant Lines	1	
Delivery	6	
Event Fence	1	
Honda 6500 Generators	5	
Inflatable Safety Sign	1	
Picnic Tables (Folding)	6	
Program Logistics	1	
Safety Mats	9	
Sand Bags	90	
Staffing Event Host	1	
Staff	15	
Staff Lunch	16	
Tents 10 x 10 Tent	1	

Rentals subtotal	\$30,780.00
Discount	\$-1,000.00
Total	\$29,780.00
Deposit Due	\$0.00
Amount Paid	\$2,000.00
Balance Due	\$27,780.00

Contract and Terms

SuperGames Event Policies

- Weather**

- Any forecast 50% or less chance of rain, the event is on as scheduled
- SuperGames reserves the right to temporally shut down activities due to hazardous conditions; i.e. significant rain, winds greater than 20 mph, lightning
- SuperGames will make every effort to reopen activities once conditions allow
- Wind Provision: State law requires that to operate inflatables, the wind speed is to be below 20 MPH sustained. Your event could experience a temporary shut down if the wind is over 20 MPH.

- Payment / Deposit / Signed Agreement**

- Once SuperGames equipment leaves warehouse, client cannot reschedule event and full payment will be due.
- Full deposit or purchase order is due 14 days before event. If rental deposit is not received by the date indicated, this agreement may be voided.

- Deposit can be paid by check or credit card
- Deposit is non refundable but can be applied to future programs within the current calendar year

- **Rescheduling events**

- If there is an Indoor Option available, we prefer to use that instead of rescheduling.
- If no Indoor Option, events can be rescheduled to a later date within the same calendar year

Please initial below to agree to these policies

Initials _____

Information & Terms: A non-refundable deposit and an authorized signature on your proposal will reserve your activities and date. The balance is due on or before the date of the event prior to set-up. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment.

Rescheduling an Event: This contract, after signing, is a legal and binding contract. To reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Deposit is non-refundable, however it may then be applied to an event date occurring in the same calendar year from the original event date. The contract price for the rescheduled event must be equal to or greater than the contract price for the cancelled event. Any rescheduled event is subject to availability of activities at the time of notification of postponement.

Weather During Event: In the event that inclement weather occurs while equipment is located on site during event, SuperGames reserves the right to deflate and cover equipment or otherwise terminate operations. Please note, all inflatable equipment is affected by wind and moisture, and will be deflated when raining or when sustained winds are over twenty (20) miles per hour.

Equipment: Equipment and entertainers are rented based on the signed agreement and deposits. While every effort is made to meet requests for specific equipment and/or entertainers, SuperGames reserves the right to substitute comparable equipment and/or entertainers of equal or greater value for any reason.

Volunteer Requirements: SuperGames will provide instruction for the proper and safe use of all equipment rented. This instruction will be made available to any employees, families, guests, or other individuals who wish to volunteer. Volunteer attendants must enforce all safety and behavior rules. If volunteer attendants fail to adhere to the provided instructions or fail to enforce safety and behavior rules, rented equipment may be taken down and removed. Volunteers are not covered by SuperGames insurance. SuperGames retains sole discretion to determine if rented equipment will be removed for such violations. The operator of any ride or equipment may, at his/her discretion, deny participation to anyone for any reason, including but not limited to intoxication, behavior, size, or medical conditions. Volunteers must follow and strictly adhere to all requirements for operating any inflatable or activity, as established by the Ohio Department of Agriculture Ride Safety Division.

Please note that items and equipment are reserved from the date of booking and therefore cannot be booked or reserved for other events. As equipment is held specifically for Client, cancellations made at any time will incur a penalty. This cancellation penalty applies to all events, unless otherwise authorized in writing by SuperGames management. Please note that your rental is not officially reserved until the signed contract is received. Cancellation of event after contract is signed and returned will result in loss of deposit. SuperGames reserves the right to bill the client for incidental expenses incurred as a result of event cancellation, including but not limited to vendor fees, food/catering expenses, labor costs, travel expenses, and lodging.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Printed Name

AN ORDINANCE ENACTING NEW CHAPTER 901, "USE OF PUBLIC WAYS BY SERVICE PROVIDERS".

WHEREAS, from time to time it becomes necessary to update and amend the Codified Ordinances of the City of Beachwood, Ohio to preserve the public health, safety and welfare, to protect public and private property, and promote the enjoyment and convenience of residents in the community; and

WHEREAS, to facilitate the orderly management of the public ways of the City and to provide for the use or occupation of all public ways by issuing permits for such use or occupancy, the Mayor and Council believe it is in the City's best interest to enact regulations for the use of its public ways by enacting new Chapter 901 of the Codified Ordinances of the City of Beachwood entitled "Use of Public Ways by Service Providers".

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

Section 1: That new Chapter 901 of the Codified Ordinances of Beachwood, Ohio entitled "Use of Public Ways by Service Providers" shall be enacted to provide as follows:

"901.01 SCOPE OF CHAPTER; DEFINITIONS.

(a) The purpose and intent of this Chapter is to:

(1) Manage reasonable access to the City's Public Ways by utility and other Service Providers and ensure their compliance with the ordinances, rules and regulations of the City.

(2) Conserve the limited physical capacity of the Public Ways held in trust by the City for the benefit of the public.

(3) Assure that the City fairly and responsibly protects the public health, safety and welfare.

(4) Enable the City to discharge its public trust consistent with rapidly evolving federal and State regulatory policies, industry competition and technological development.

(b) For the purpose of this Chapter, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

(1) "Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with another Person.

(2) "Cable Operator" means a Person providing or offering to provide Cable Service within the City as that term is defined in the Cable Communications Policy Act of 1984, codified at 47 U.S.C. § 532, et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as each might be further amended.

(3) "Capital Improvement" means an addition made to enhance the value or extend the useful life of an existing System or Facilities, including Construction, Reconstruction,

installation, rehabilitation, renovation, improvement, enlargement and extension of Facilities, but not including ordinary or Routine Maintenance.

(4) “Construct, Constructing, Construction, etc.” means installing, repairing, replacing or removing any Facility, regardless of the methods employed, including Excavation.

(5) “Construction Permit or Permit” means a permit issued pursuant to Section 901.08 of this Chapter.

(6) “Emergency” means an unforeseen occurrence or condition calling for immediate action.

(7) “Excavate, Excavating or Excavation” means cutting, sawing, breaking, drilling into, boring under, or otherwise altering any Public Street or sidewalk pavement, and/or digging, drilling into or boring under any unpaved portion of the Public Way, including any other work or activity which disturbs the existing surface or subsurface structure, composition, or soil compaction.

(8) “Excess Capacity” means the volume or capacity in any existing or future Facility in the Public Ways that is or will be available for use for additional Facilities.

(9) “Facilities or Facility” means the plant, equipment and property, including but not limited to, cables, fibers, wires, lines, pipes, conduits, ducts, pedestals, antennae, electronics, poles, pipes, mains, plant, equipment and other appurtenances located under, on or above the surface of the ground in the Public Ways of the City and used or to be used to operate a System to transmit, receive, distribute, provide or offer a service, publicly or privately.

(10) “Lane Obstruction” means the blocking or diverting of vehicular and/or pedestrian traffic from a street or sidewalk for the purpose of Constructing, Excavating, maintaining or operating any Facility, including (A) the lifting or removing of manhole or handhole covers, and (B) the opening or accessing of at-grade or pole-mounted cabinets, pedestals, transformers, power supplies, amplifiers, splice enclosures, traps or other Facilities.

(11) “Mayor” means the Mayor or his or her designee.

(12) “New Service Orders” means the connection from the Service Provider's existing Facilities on private property for the purpose of providing a new Service to a customer in the City.

(13) “Occupancy, Occupy or Use” means, with respect to the Public Ways, to place a tangible thing in the Public Ways for any purpose, including, but not limited to, Constructing, repairing, positioning, maintaining or operating lines, poles, pipes, conduits, ducts, equipment or other structures, appurtenances or Facilities necessary to operate, or relating to, a System for the delivery of Services or private services over the Public Ways.

(14) “ODOT” means the Ohio Department of Transportation.

(15) “Other Ways” means the highways, streets, alleys, Utility Easements or other rights-of way within the City, but under the jurisdiction and control of a governmental entity other than the City.

(16) “Overhead Facilities” means utility poles and wires, cables and other such equipment running between and on such poles, including the underground supports and foundations for such Facilities.

(17) “Person” means and includes corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies, trusts and individuals and includes their lessors, trustees and receivers.

(18) “Public Easement” means any easement under the jurisdiction and control of the City and acquired, established, dedicated or devoted for public purposes, including utility purposes.

(19) “Public Way or Right-of-Way” means the surface of, and the space within, through, on, across, above or below, any Public Street, public road, public highway, public freeway, public lane, public path, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, Public Easement and any other land dedicated or otherwise designated for a compatible public use, which is owned or controlled by the City but excludes a private easement.

(20) “Public Street” means the paved and unpaved portion of any street, road, boulevard, drives, highway, freeway, parkway, lane court, alley or other Public Ways in which the City has an interest in law or equity and which has been acquired, established, dedicated or devoted to street purposes.

(21) “Public Way Fee” means a fee levied to recover the costs incurred by the City and associated with the occupancy or use of a Public Way.

(22) “PUCO or Public Utilities Commission of Ohio” means the State Administrative agency, or lawful successor, authorized to regulate and oversee certain Public Service Providers and Services in the State of Ohio.

(23) “Reconstruct, Reconstruction, etc.” means substantial physical change to or Capital Improvement of all or a portion of an existing System or Facilities including, but not limited to, the addition or alteration of Facilities to accommodate the provision of an additional Service or Services, and a change in location, or additional locations, of Facilities along the same Public Ways involving Construction in Public Streets, Utility Easements, or Public Ways.

(24) “Routine Maintenance” means repair, upkeep, replacement or restoration of existing Facilities located in the Public Ways that requires no more than three (3) working days to complete, is not an Emergency and does not include Excavation of the Public Ways.

(25) “Service” means the offering of water, sewer, electric, gas, telephone, telecommunications, cable television, video, information or other utility-like service for a fee directly to the public, or to such classes of users as to be effectively available to the public, regardless of the Facilities used.

(26) “Service Provider” means any Person who, pursuant to the consent to Occupy or Use the Public Ways pursuant to Section 901.02 of this Chapter, directly or indirectly owns, controls, operates or manages Facilities within the City's Public Ways, used or to be used for the purpose of operating a System to: (i) offer Service to the public within the City or outside of the City's boundaries or (ii) transmit, receive, distribute or provide telecommunications or other services between or among private buildings or facilities where there is no service offered to the public. For the purposes of this Chapter “Service Provider” shall also include their/its subcontractors.

(27) “State” means the State of Ohio.

(28) “Surplus Space” means that portion of the Usable Space on a utility pole that has the necessary clearance from the Facilities of other Public Service Providers using the pole, as required by the orders and regulations of PUCO and other applicable State and local orders and regulations, to allow its use by an additional Service Provider for a pole attachment.

(29) “System” means a network of Facilities for the transmission and/or distribution of a particular Service.

(30) “Trenchless Technology” means the use of directional boring, horizontal drilling and micro-tunneling and other techniques in the Construction of underground portions of Facilities that result in the least amount of disruption and damage to the Public Ways as possible.

(31) “Underground Facilities” means that portion of a System located under the surface of the ground, excluding the underground foundations or supports for Overhead Facilities.

(32) “Usable Space” means the total distance between the top of a utility pole and the lowest possible attachment point that provides the minimum allowable vertical clearance as specified in the orders and regulations of the PUCO.

(33) “Utility Easement” means any easement owned by a Service Provider and acquired, established, dedicated or devoted for the purpose of providing Service to the public.

(34) “Video Service Provider” means a person granted a video service authorization from the Ohio Department of Commerce under Sections 1332.21 through 1332.34 of the Ohio Revised Code.

(35) “City” means the City of Beachwood, Ohio.

(c) This Chapter does not apply to utility connections for properties or maintenance and repair work related thereto which are subject to Title Three, Utilities.

901.02 CONSENT TO OCCUPY OR USE THE PUBLIC WAYS.

(a) Consent Required to Occupy Public Ways. No Person shall Occupy or Use the Public Ways without obtaining prior consent from the City to do so.

(b) Persons Required to Apply for Consent to Occupy or Use Public Ways.

(1) The following Persons shall apply to the City for consent to Occupy or Use the Public Ways on a form provided by the Building Commissioner if such Person:

A. Does not currently have an existing System or Facilities in the City's Public Ways and desires to Construct a System or Facilities in the Public Ways;

B. Has an existing System or Facilities in the Public Ways on the effective date of this Chapter and does not have presumed initial consent under Section 901.02(c)(1) below; or

C. Has initial presumed consent or City consent to Occupy or Use the Public Ways for an existing System or Facilities, but is planning:

1. A Capital Improvement or Reconstruction of existing Facilities; or

2. To Construct additional Facilities or an additional System anywhere in the City.

(c) Initial Consent Presumed.

(1) A Person with existing Facilities in the Public Ways on the effective date of this Chapter shall be presumed to have initial consent for those Facilities to Occupy or Use the Public Ways if such Person:

A. Is subject to jurisdiction by the PUCO;

B. Has a valid franchise agreement with the City to provide Cable Services or other Services in the City, and/or

C. Is any other Person whose existing Facilities lawfully Occupy the Public Ways on the effective date of this Chapter.

(2) Initial presumed consent for Occupancy or Use of the Public Ways is limited to the Service Provider's existing Facilities.

(3) Any Service Provider with initial presumed consent to Occupy or Use the Public ways shall file an Initial Registration with the City within ninety (90) days of the effective date of this Chapter, on a form provided by the Building Commissioner, which shall include the information required by Section 901.02(d) of this Chapter.

(4) A Person with initial presumed consent must comply with the requirements of this Chapter with respect to the ongoing Occupancy or Use of the Public Ways including, but not limited to, the Insurance, Indemnity, Performance Bond and Registration requirements of Sections 901.04(a), (b) and (c) and 901.05 of this Chapter.

(d) Application for Consent to Occupy or Use the Public Ways and Initial Registration of Service Providers with Initial Presumed Consent. The application for Consent to Occupy or Use the Public Ways and/or initial registration pursuant to Section 901.02(c) for Service Providers with initial presumed consent to Occupy or Use the Public Ways shall include the following information with respect to the applicant's or Service Provider's planned or existing System and/or Facilities in the Public Ways as well as plans for any planned Capital Improvements or Reconstruction for the following twelve (12) months:

(1) The identity, legal status and federal tax identification number of the applicant, including all Affiliates of the applicant or Service Provider that will Use or Occupy the Public Ways or are in any way responsible for Facilities located in the Public Ways.

(2) The name, address and telephone number of the local officer, agent or employee responsible for the accuracy of the application or initial registration and available at all reasonable times to be notified in case of emergency.

(3) A general description of the Service provided or to be provided by the applicant or Service Provider over its System or Facilities. Where Services are or will be provided by a nonaffiliated provider, the applicant or Service Provider shall identify that provider.

(4) A description of the type of transmission medium used, or to be used, by the applicant or Service Provider to operate a System.

(5) A description of the existing or proposed Facilities in the City's Public Ways, all in sufficient detail to identify:

A. The location and route of the applicant's or Service Provider's Facilities or proposed Facilities.

B. The location of all known existing Overhead and/or Underground Facilities in the Public Ways along the route or proposed route of the applicant's or Service Provider's Facilities or proposed Facilities that is sufficient to show the impact of the applicant's Facilities on other existing Facilities.

C. The location of all known overhead and underground Utility Easements.

(6) Evidence that the applicant or Service Provider has complied, or will comply, with the Indemnification, Insurance, Performance Bond and Construction Bond requirements of this Chapter.

(7) Information sufficient to determine that the applicant or Service Provider has received any certificate of authority required by the PUCO, FCC or other applicable State or Federal Agency to operate a System and provide Services in the City.

(8) Written acknowledgement of receipt of a copy of this Chapter.

(9) Such other information as the Building Commissioner or the City Engineer may reasonably require relevant to the Provider's Use or intended Use of the Public Ways.

(e) City Consent or Denial for Occupancy or Use of the Public Ways.

(1) The City shall grant or deny, in writing, a Person's application for consent to Occupy or Use the Public Ways within sixty (60) days of the date on which the Person filed the application with the City.

A. The City may withhold, deny or delay its consent to a Person's application to Occupy or Use the Public Ways based on the Person's failure to possess the financial, technical and managerial resources necessary to protect the public health, safety and welfare, or for other reasons based on the health, safety and welfare of the City and in accordance with Ohio law.

B. If the City denies a Person's application to Occupy or Use the Public Ways, the City will provide its reasons in writing for denying the application, and will provide any information reasonably requested by that Person necessary to obtain the City's consent to Occupy or Use the Public Ways.

(2) The City's grant of consent for a Person to Occupy or Use the Public Ways shall be in the form of a Public Ways Occupancy Certificate which shall set forth the specific terms of the City's consent for such Person to Occupy or Use the Public Ways.

(f) Application to Existing Franchise. For purposes of this Chapter, a Franchise (ordinance or agreement) shall be deemed consent authorizing the Franchisee's Occupancy or Use of the Public Ways to the extent described in the Franchise. The Franchisee's use of the Public Ways beyond that authorized by the Franchise shall require additional consent for such additional Occupancy or Use. Franchisees shall comply with all other provisions of this Chapter except that if there is a direct conflict between a specific provision in the Franchise and the provisions of this Chapter, the Franchise shall control.

901.03 ANNUAL REGISTRATION OF SERVICE PROVIDERS.

(a) Annual Registration Required. All Service Providers with consent to Occupy or Use the Public Ways as provided in Section 901.02 shall register with the City each calendar year between January 1 and January 31 on a form provided by the City. Service Providers who file an Initial Registration after September 1st need not file an Annual Registration for the next calendar year.

(b) Purpose of Annual Registration. The purpose of Annual Registration is to assist the City in monitoring use of the Public Ways; to maintain an accurate and current database of information concerning Service Providers that Occupy or Use the Public Ways; and to assist the City in managing the Public Ways in a manner that best serves the public health, safety and welfare.

(c) Information Required for Annual Registration. Registration forms will be provided by the City and shall require the following information:

(1) Any material changes to the information the Service Provider provided the City in the application for consent to Occupy or Use the Public Ways or Initial Registration, including, but not limited to:

A. The identity, legal status, and federal tax identification number of the Service Provider, including any Affiliates.

B. The name, address and telephone number of the local officer, agent or employee responsible for the accuracy of the Service Provider's registration statement and available at all reasonable times to be notified in case of emergency.

(2) Evidence that the Service Provider is in compliance with the Insurance, Indemnity and Performance Bond requirements pursuant to Section 901.04 of this Chapter.

(3) Information regarding, and a preliminary Construction schedule and completion date for, any Capital Improvements the Service Provider plans in the Public Ways for the following twelve (12) months.

(4) Any other information the Building Commissioner or the City Engineer may reasonably require relevant to the Service Provider's Occupancy or Use of the Public Ways.

(d) Facilities Maps. The City shall have the right to access and review all the Service Provider's maps and/or as-built plans showing the location of its Facilities in the City's Public ways, upon ten (10) days' notice to the Service Provider.

(e) Registration to be Kept Current. In addition to Annual Registration, each Service Provider shall keep the required registration information current at all times and shall provide the City with notice of changes to that information within fifteen (15) days following the date on which the Service Provider has notice of such change.

(f) Registration Fee. Each Service Provider shall pay an annual registration fee as determined by the Mayor to reimburse the City for its administrative costs related to maintaining annual registration and as provided in Section 901.08.

901.04 INSURANCE, BOND AND INDEMNIFICATION.

(a) Service Provider Insurance. As a condition of the consent to Occupy or Use the Public Ways, a Service Provider must secure and maintain, at a minimum, the following liability insurance policies insuring the Service Provider and naming the City, its elected and appointed officers, officials, agents, employees and representatives as additional insureds:

(1) Comprehensive general liability insurance with limits not less than

A. Five Million Dollars (\$5,000,000) for bodily injury or death to each Person;

B. Five Million Dollars (\$5,000,000) for property damage resulting from any one accident; and

C. Five Million Dollars (\$5,000,000) for all other types of liability.

(2) Automobile liability for owned, non-owned and hired vehicles with a limit of Three Million Dollars (\$3,000,000) for each Person and Three Million Dollars (\$3,000,000) for each accident.

(3) Worker's compensation within statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000).

(4) Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than Three Million Dollars (\$3,000,000).

(5) The liability insurance policies required by this Section shall be maintained by the Service Provider throughout the period of time during which the Service Provider is

Occupying or Using the Public Ways, or is engaged in the removal of its Facilities. Each such insurance policy shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until sixty (60) days after receipt by the City, by registered mail or by commercial carrier (e.g., FedEx), of a written notice addressed to the Mayor of such intent to cancel or not to renew."

(6) Within sixty (60) days after receipt by the City of said notice, and in no event later than thirty (30) days prior to said cancellation, the Service Provider shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section.

(7) Upon written application to, and written approval by, the Mayor, a Service Provider may be self-insured to provide all of the same coverages as listed in this Section; except that all coverages for Workers' Compensation shall comply with State law. No approval for self-insurance shall be given until the Mayor has made a complete review of the Service Provider's financial ability to provide such self-insurance. As part of the review process, the Mayor may require, and the self-insurance applicant shall provide, any and all financial documents necessary to make a valid determination of the applicant's ability to meet the needs of this Chapter.

(c) General Indemnification. Each application for consent to Occupy or Use the Public Ways, and each annual registration, shall include, to the extent permitted by law, the Service Provider's express undertaking to defend, indemnify and hold the City and its elected and appointed officers, officials, employees, agents, representatives and subcontractors harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Service Provider or its Affiliates, officers, employees, agents, contractors or subcontractors relating to the Service Provider's Occupancy or Use of the Public Ways, whether such acts or omissions are authorized, allowed or prohibited by this Chapter.

(d) Performance Bond. As a condition of consent to Occupy or Use the Public Ways, and to ensure the full and complete compliance with, and performance under this Chapter, including any costs, expenses, damages or loss the City pays or incurs because of any failure attributable to the Service Provider to comply with the codes, ordinances, rules, regulations or permits of the City, each Service Provider shall, in the amount of Fifty Thousand Dollars (\$50,000) or such lesser amount as the Mayor may determine to be necessary (i) provide an unconditional letter of credit, or other instrument acceptable to the City, or (ii) furnish and file with the City a Performance Bond running to the City in the required amount from a company licensed to do business in the State of Ohio or a cash bond; which performance bond or letter of credit or other instrument shall be maintained at the sole expense of the Service Provider so long as any of the Service Provider's Facilities are located within the City's Public Ways. The requirements of this subsection shall not apply to a Service Provider that: (1) has presumed initial consent to Occupy or Use the Public Ways under Section 901.02 (c); and (2) has not been the subject of litigation or other enforcement action by the City arising from the Service Provider's activities in the Public Ways within the five (5) years prior to registration hereunder.

(1) Before claims are made against the Performance Bond or letter of credit or other instrument, the City shall give written notice to the Service Provider:

A. Describing the act, default or failure to be remedied, or the damages, cost or expenses which the City has incurred by reason of the Service Provider's act or default;

B. Providing a reasonable opportunity for the Service Provider to remedy the existing or ongoing default or failure, if applicable;

C. Providing a reasonable opportunity for the Service Provider to pay any monies due the City before the City makes a claim against the Performance Bond or letter of credit or other instrument;

D. That the Service Provider will be given an opportunity to review the act, default or failure described in the notice with the Mayor.

(2) Service Providers shall maintain the full value of the Performance Bond or letter of credit or other instrument regardless of claims against the Performance Bond or letter of credit or other instrument made by, or paid to, the City.

(3) Any draw upon the Performance Bond or letter of credit and to recover the City's costs related to a Service Provider's use of the Public Ways shall be considered Public Way Fees as that term is defined in Chapter 4939 of the Ohio Revised Code and shall be assessed by the Mayor in accordance with Chapter 4939 and any other applicable law.

901.05 GENERAL PUBLIC WAYS USE REGULATIONS.

(a) Rights Conveyed. Consent granted to or initially presumed of a Service Provider to Occupy or Use the Public Ways under Section 901.02:

(1) Shall be limited to a grant to Occupy or Use the specific Public Ways and defined portions thereof including the specific System or Facilities and location along the Public Ways;

(2) Shall not confer any exclusive right, privilege, license or franchise to Occupy or Use the Public Ways of the City to operate a System for delivery of Services or any other purposes; and

(3) Shall not convey any right, title or interest in the Public Ways, but shall be deemed consent only to Occupy or Use the Public Ways for the limited purposes granted by the consent. Further, no consent shall be construed as any warranty of title.

(b) Maintenance of Facilities. Each Service Provider shall maintain its System or Facilities in good and safe condition and in a manner that complies with all applicable federal, State and local requirements.

(c) Safety Procedures. A Service Provider or other Person acting on its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as necessary and in accordance with applicable State and local requirements for the safety of all members of the general public and to prevent injury or damage to any Person, vehicle or property by reason of such work in or affecting such Public Ways or property.

(d) Interference with the Public Ways. No Service Provider may locate or maintain its Facilities so as to unreasonably interfere, as determined by the City Engineer, with the use of the Public Ways by the City, by the general public or by other Persons authorized to use or be present in or upon the Public Ways. All such Facilities shall be moved by the Service Provider, temporarily or permanently, as determined by the City Engineer.

(e) Damage to Public and Private Property. No Service Provider nor any Person acting on the Service Provider's behalf shall take any action or permit any action to be done which may impair or damage any City Property, Public Ways, Other Ways or other public or private property located in, on or adjacent thereto.

(f) Restoration of Public Ways, Other Ways and City Property.

(1) When a Service Provider, or any Person acting on its behalf, does any Construction, Reconstruction, Excavation, Routine Maintenance, Emergency Work or any other work in or affecting any Public Ways, Other Ways or City Property, it shall, after the work is completed and at its own expense, promptly remove any obstructions from and restore such ways or property, within ten (10) to thirty (30) days, at the Building Commissioner's discretion, to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.

(2) If weather or other conditions prevent the complete restoration required by this Section, the Service Provider shall temporarily restore the affected ways or property as directed by the Building Commissioner, at the Service Providers' sole expense. The Service Provider shall promptly undertake and complete the required permanent restoration when weather or other conditions no longer prevent permanent restoration.

(g) Duty to Provide Information. Within ten (10) days of a written request from the Building Commissioner, each Service Provider shall:

(1) Furnish the City with documentation sufficient to show that the Service Provider has complied with all requirements of this Chapter.

(2) Make available for inspection by the City, at reasonable times, all books, records, maps and other documents, maintained by the Service Provider with respect to its Facilities in the Public Ways.

(h) Leased Capacity. A Service Provider shall have the right, without prior City approval, to lease capacity or bandwidth to an unaffiliated Service Provider, provided:

(1) The Service Provider shall notify the City of the lease agreement within thirty (30) days of such lease agreement.

(2) The lessee has complied with the applicable requirements of this Chapter.

(i) Assignments or Transfers of Consent. Consent to Occupy or Use the Public Ways may be, directly or indirectly, transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the Service Provider, by operation of law or otherwise, without consent of the City; provided that with respect to any transactions (including transactions between Affiliated entities) that singularly or collectively result in a change of twenty-five percent (25%) or more of the ownership or ultimate working control of a Service Provider, of the ownership or working control of the Service Provider's Facility, or of control of the capacity or bandwidth of the Service Provider's System, Facilities or substantial parts thereof, the transferor and transferee shall comply with the following:

(1) Notify the City of the proposed transfer before the date of transfer; and

(2) The transferee shall fully comply with this Chapter within sixty (60) days of the transfer, including, but not limited to providing the City with all information required by the Initial Registration required by Section 901.02 (d) of this Chapter.

(j) Revocation of Consent. Subject to Section 901.05 (k), consent granted by the City to Occupy or Use the Public Ways of the City, or a Construction Permit, may be revoked for any one of the following reasons:

(1) Construction, Reconstruction or operation or Excavation at an unauthorized location.

(2) Construction, Reconstruction or operation in violation of City safety and/or Construction requirements.

(3) Material misrepresentation or lack of candor by or on behalf of a Service Provider in any application or registration required by this Chapter.

(4) Failure to relocate or remove Facilities, or failure to restore the Public Ways, as required by this Chapter.

(5) Insolvency or bankruptcy of the Service Provider.

(6) Violation of material provisions of this Chapter.

(k) Notice of Violation and Duty to Cure. In the event that the Building Commissioner believes that grounds exist for revocation of consent to Occupy or Use the Public Ways or Construction Permit, he or she shall give the Service Provider written notice of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the Service Provider a reasonable period of time not exceeding thirty (30) days to furnish evidence:

(1) That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or noncompliance;

(2) That rebuts the alleged violation or noncompliance; and/or

(3) That a lesser penalty or sanction would better serve the public interest.

(l) Waiver of Requirements. It is within the Building Commissioner's reasonable discretion to waive any portion of this Chapter, if in his or her judgment, such requirements are not necessary or appropriate to protect the City's interests and the purposes and intent of this Chapter.

901.06 LOCATION, RELOCATION AND REMOVAL OF FACILITIES.

(a) Location of Facilities. All Facilities shall be Constructed, Reconstructed, installed and located in accordance with the following terms and conditions:

(1) Overhead Facilities. Unless application of this provision is specifically prohibited by state or federal law, a Service Provider with permission to install Overhead Facilities shall install its Facilities on pole attachments to existing utility poles only, and then only if Surplus Space is available. Except for Overhead Facilities as provided herein, no Facilities shall be located above ground in a Public Ways without the express written permission of the City Engineer.

(2) Underground Facilities. Whenever the existing electric, cable, telecommunications and other similar Facilities are located underground in a Public Ways, a Service Provider with permission to Occupy the same Public Ways with the electric, cable, telecommunications or other similar Facilities, must also locate its Facilities underground. Facilities shall be installed within an existing compatible underground duct or conduit whenever Excess Capacity exists within such Facility.

(b) Relocation or Removal of Facilities. Within thirty (30) days following written notice from the City, a Service Provider shall, at its expense, temporarily or permanently remove, relocate, change or alter the position of any Facilities in the Public Ways whenever the City determines that such removal, relocation, change or alteration is reasonably necessary for:

(1) The Construction, Reconstruction, maintenance or installation of any City or other public improvement in or upon the Public Ways.

(2) The operations of the City or other governmental entity in or upon the Public Ways. Notwithstanding the above, no Service Provider shall be required to bear the expense of removal, relocation, change or alteration of position of any Facilities if such requirement would be prohibited by law.

(c) Removal of Unauthorized Facilities. Within thirty (30) days following written notice from the City, any Service Provider or other Person that owns, controls or maintains any unauthorized System, Facility or related appurtenances in the City's Public Ways shall, at its own expense, remove those Facilities or appurtenances from the Public Ways or shall, at the City's option, arrange to sell the System, Facilities or appurtenances to the City. After the thirty (30) days have expired, the City may remove the Facilities or appurtenances from the Public Ways at the other party's expense. A System or Facility is unauthorized and subject to removal in the following circumstances:

(1) Upon revocation of the Service Provider's consent to Occupy or Use the Public Ways;

(2) If the System or Facility was Constructed, Reconstructed, operated or maintained without the consent to do so, except as otherwise provided by this Chapter;

(3) Upon abandonment of a Facility in the Public Ways of the City, with the exception of underground facilities abandoned in a manner authorized and approved by the City Engineer;

(4) If the System or Facility was Constructed or Reconstructed, or any Excavation of a Public Ways was performed, without prior issuance of a required Construction Permit, except as otherwise provided by this Chapter;

(5) If the System or Facility was Constructed, Reconstructed, operated or maintained, or any Excavation of a Public Ways was performed, at a location not permitted pursuant to the City's consent for the Provider to Occupy or Use the Public Ways or Construction Permit; or

(6) If the Service Provider fails to comply with, or cure a violation of, a material requirement of this Chapter.

(d) Emergency Removal or Relocation of Facilities. The City retains the right and privilege to cut or move any Facilities, or stop work on any Construction, Reconstruction, or Excavation, located in the Public Ways, as the Building Commissioner or the City Engineer may determine to be necessary, appropriate or useful in response to any need to protect the public health, safety or welfare.

901.07 NOTICE OF WORK, ROUTINE MAINTENANCE AND EMERGENCY WORK.

(a) Notice of Work. Except in case of Emergency, as provided in Section 901.07(c), or for Routine Maintenance as provided in Section 901.07 (b), no Service Provider, or any Person acting on the Service Provider's behalf, shall commence any work in the Public

Ways of the City or Other Ways without twenty-four (24) hours advance notice to the City, obtaining a Construction Permit pursuant to Section 901.08 if required, and complying with the consent and registration requirements of Section 901.02.

(b) Routine Maintenance and New Service Orders.

(1) A Service Provider need not obtain a Construction Permit or notify the City prior to or after commencing any Routine Maintenance or New Service Orders that do not include the Construction in, or Excavation or Lane Obstruction of, a Public Ways or closing of a Public Street.

(2) For Routine Maintenance and New Service Orders that require the Service Provider to cause a Lane Obstruction in a Public Street for more than four (4) hours, the Service Provider shall provide the City with forty-eight (48) hours advance notice prior to commencing the Routine Maintenance or New Service Order, and shall submit a drawing showing the planned traffic maintenance and indicating how the Service Provider will meet all requirements of ODOT's Manual of Traffic Control Devices or other applicable ODOT regulations.

(3) A Service Provider performing Routine Maintenance shall otherwise comply with the requirements of this Chapter.

(c) Emergency Work. In the event of the need for any unexpected repair or Emergency work, a Service Provider may commence such Emergency response work as required under the circumstances, provided that for Emergency work that requires Excavation of a Public Ways or Lane Obstruction or closing of a Public Street, the Service Provider shall notify the Building Commissioner as promptly as possible before commencing such Emergency work, or as soon as possible thereafter if advance notice is not practicable.

901.08 CONSTRUCTION PERMIT AND STANDARDS.

(a) Construction Permit.

(1) No Construction Permit is required for Routine Maintenance and New Service Orders that do not include Excavation in a Public Street.

(2) No Person shall commence or continue with the Construction or Reconstruction of Facilities or Excavation in the Public Ways without obtaining a Construction Permit from the Building Commissioner as provided in this Section, including but not limited to the following circumstances:

A. The Construction of a new System or Reconstruction of Facilities to provide a new Service;

B. The extension of a Service Provider's System in the Public Ways in an area of the City not currently serviced by that Service Provider; not including New Service Orders unless a Public Street will be Excavated;

C. The relocation or replacement of more than two hundred (200) lineal feet of a Service Provider's existing System or Facilities in the Public Ways;

D. Any Construction, Reconstruction or replacement of Facilities or New Service Orders in the Public Ways requiring more than one (1) working day to complete; or

E. Any Construction, Reconstruction or New Service Orders requiring the Excavation of a Public Street.

(3) The proposed installation of small cell or micro wireless facilities or wireless support structures associated with small cell or micro wireless facilities shall be governed by Chapter 903, Use of Public Ways for Small Cell Wireless Facilities and Wireless Support Structures, and the City's Small Cell Design Guidelines set forth in Chapter 905.

(4) No Construction Permit shall be issued for the Construction or Reconstruction of Facilities, or Excavation, in the Public Ways unless the Service Provider has obtained consent from the City to Use or Occupy that portion of the Public Ways and filed a current registration pursuant to Sections 901.02 and 901.03 of this Chapter.

(5) The Building Commissioner may waive or modify, as reasonably required, the construction permit requirements for Service Providers with Underground Facilities whose routine maintenance of Facilities requires Excavation.

(b) Construction Permit Applications. Applications for Construction Permits shall be submitted upon forms provided by the City and be accompanied by relevant drawings, plans and specifications in sufficient detail and include the following information:

(1) A preliminary construction schedule.

(2) Above-Ground Facilities. If the applicant is proposing to Construct or Reconstruct Overhead Facilities:

A. Evidence that Surplus Space is available for locating its Facilities on existing utility poles along the proposed route;

B. The location and route of all Facilities to be located or installed on existing utility poles.

(3) Underground Facilities.

A. If the applicant is proposing new Underground Facilities in existing ducts, pipes or conduits in the Public Ways, information in sufficient detail to identify:

1. The Excess Capacity currently available in such ducts or conduits before the installation of the applicant's Facilities.

2. The Excess Capacity, if any that will exist in such ducts or conduits after installation of the applicant's Facilities.

B. If the applicant is proposing new Underground Facilities in new ducts or conduits to be Constructed in the Public Ways:

1. The location and depth proposed for the new ducts or conduits; and

2. The Excess Capacity that will exist in such ducts or conduits after installation of the applicant's Facilities.

C. The location and route of all Facilities to be located under the surface of the ground, including the line and grade proposed for the burial at all points along the route which are in the Public Ways. Included with the installation shall be magnetic and florescent tape placed at a minimum of one (1) foot to a maximum of two (2) feet above the entire Facility as installed for the purpose of locating the Facility during future Construction activities, or other such location device as approved by the Building Commissioner. The tape shall be marked with the type of Facility installed.

D. The location of all known existing underground utilities, conduits, ducts, pipes, mains and installations that are in the Public Ways along the underground route proposed by the applicant.

(4) The location(s), if any, for interconnection with the Facilities of other Service Providers.

(5) The construction methods to be employed to protect existing structures, fixtures and Facilities in or adjacent to the Public Ways.

(6) The structures, improvements, Facilities and obstructions, if any, that the applicant proposes to temporarily or permanently remove or relocate, and any necessary plans for their restoration.

(7) The impact of Construction or Reconstruction of Facilities on trees and landscaping in or adjacent to the Public Ways along the route proposed by the applicant, together with a landscape plan for protecting, trimming, removing, replacing and restoring any trees, landscaping or areas disturbed during Construction.

(8) Information to establish that the applicant has obtained all other governmental approvals and permits to Construct and operate the Facilities and to offer or provide the Services.

(9) An attestation that the Facilities will be Constructed or Reconstructed, or the Public Ways Excavated, in accordance with all applicable codes, rules and regulations.

(10) Any other information the Building Commissioner or the City Engineer may reasonably request related to the Service Provider's application for a Construction Permit.

(c) Construction Codes. Facilities shall be Constructed, Reconstructed and Excavated in accordance with all applicable federal, State and local codes, rules, regulations and technical codes including, but not limited to, the National Electrical Safety Code.

(d) Issuance of Permit. Within ten (10) business days after submission of all plans and documents required of the applicant, the Building Commissioner, if satisfied that the applications, plans and documents comply with all requirements of this Chapter, shall issue a Construction Permit authorizing the Construction or Reconstruction of the Facilities, or Excavation in the Public Ways, subject to such further conditions, restrictions or regulations affecting the time, place and manner of performing the work as the Building Commissioner may deem necessary or appropriate. The ten (10) business day period shall begin after the Building Commissioner deems all submissions to be complete and in accordance with the requirements of this Chapter.

(e) Modification of Construction Schedule. The Service Provider may modify the construction schedule at any time provided that forty-eight (48) hours advance notice is given to the Building Commissioner and the City Engineer. The Service Provider shall further notify the Building Commissioner and the City Engineer and the Ohio Utility Protection Service (OUPS) not less than forty-eight (48) hours in advance of any Excavation or work in the Public Ways.

(f) Least Disruptive Technology. To the extent reasonably possible, all Facilities shall be Constructed or Reconstructed in the manner resulting in the least amount of damage and disruption of the Public Ways. Unless otherwise authorized by the City Engineer for good cause, Service Providers Constructing or Reconstructing Underground Facilities shall utilize Trenchless Technology, including, but not limited to, horizontal drilling, directional boring, and microtunneling, if technically and/or technologically feasible.

(g) Compliance with Permit. All Construction practices and activities shall be in

accordance with the Construction Permit and approved final plans and specifications for the Facilities. The Building Commissioner and the City Engineer shall have access to the work and such further information as he or she may require to ensure compliance with such requirements. Field changes may be approved by the Building Commissioner or the City Engineer if such changes are determined to be necessary due to site conditions or other changed circumstances.

(h) Display of Permit. The Service Provider shall maintain a copy of the Construction Permit and approved plans at the construction site, which shall be displayed and made available for inspection by the Building Commissioner and the City Engineer whenever Construction work is occurring.

(i) Noncomplying Work. Upon order of the Building Commissioner or the City Engineer, all work that does not comply with the Permit, the approved plans and specifications for the work, or the requirements of this Chapter, shall immediately cease and be immediately removed and/or corrected by the Service Provider.

(j) Record Drawings. Within sixty (60) days after completion of Construction, the Service Provider shall provide the City with two (2) complete sets of plans, drawn to scale and certified to the City as accurately depicting the location of all Facilities Constructed pursuant to the Permit. If required by the City, the Service Provider shall submit the Record Drawings in a digital format compatible with the City's computer software, in accordance with Section 901.05 (f).

(k) Restoration of Improvements. Upon completion of any Construction work, the Service Provider shall promptly repair any and all Public ways, property improvements, fixtures, structures and Facilities which were damaged during the course of Construction, and restore them as nearly as practicable to their prior condition.

(l) Landscape Restoration.

(1) All trees, landscaping and grounds removed, damaged or disturbed as a result of the Construction, Reconstruction, installation, maintenance, repair or replacement of Facilities must be replaced or restored as nearly as may be practicable, to the condition existing prior to performance of work, except to the extent that tree trimming is necessary to prevent the interference of tree branches with Overhead Facilities.

(2) All restoration work within the Public Ways shall be done in accordance with landscape plans approved by the Building Commissioner or the City Engineer.

(m) Construction and Completion Bond. Prior to issuance of a Construction Permit the Service Provider shall deposit with the City a Construction Bond written by a corporate surety or cash bond acceptable to the City equal to at least one hundred percent (100%) of the estimated cost of Constructing or Reconstructing the Service Provider's Facilities or Excavation in the Public Ways of the City, or such lesser amount as the Mayor may determine to adequately protect the City's interest.

(1) The Construction Bond shall remain in force until eighteen (18) months after substantial completion of the work, as determined by the Building Commissioner or the City

Engineer, including restoration of Public Ways and other property affected by the Construction, unless a bond for a lesser time period is approved by the Mayor.

(2) The Construction Bond shall guarantee, to the satisfaction of the City:

A. Timely completion of Construction;

B. Construction in compliance with applicable plans, permits, technical codes and standards;

C. Proper location of the Facilities as specified by the City;

D. Restoration of the Public Ways and other property affected by the Construction;

E. The submission of Record Drawings, in written and digital format, after completion of the work as required by this Chapter; and

F. Timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work.

(3) In lieu of filing a Construction Bond with the City for each Construction Permit, a Service Provider with the approval of the Mayor may file an Annual Construction Bond (or Annual Bond) in the form described above in an amount that the Mayor may determine will adequately protect the City's interests as described above.

(4) Any draw upon the Construction Bond to recover the City's costs related to a Service Provider's use of the Public Ways shall be considered Public Way Fees as that term is defined in Chapter 4939 of the Ohio Revised Code and shall be assessed by the Mayor in accordance with Chapter 4939 and any other applicable law.

(n) Responsibility of Owner. The owner of the Facilities to be Constructed or Reconstructed and, if different, the Service Provider, are responsible for performance of and compliance with all provisions of this Section.

901.09 RECOVERY OF CITY COSTS IN MANAGING THE PUBLIC WAYS.

(a) Purpose. It is the purpose of this Section 901.09 to provide for the recovery of all direct and indirect costs and expenses actually incurred by the City and associated with a Public or Private Service Provider's Occupancy or Use of the Public Ways and related to the enforcement and administration of this Chapter. All fees related to the Occupancy or Use of the Public Ways shall be considered to be Public Way Fees as that term is defined in this Chapter and shall be assessed by the City in a manner which is in accordance with Chapter 4939 of the Ohio Revised Code and any other applicable law.

(b) Waiver or Offset of Public Way Fees. Public Way Fees assessed against a governmental entity shall be waived. Any Video Service Provider paying a Video Service Provider fee to the City shall be entitled to a credit, offset or deduction against any reimbursement of City costs assessed under this Chapter for all such Video Service Provider fees.

(c) Assessment of Public Way Fees. The Mayor shall have the authority to assess Public Way Fees for Occupancy or Use of the Public Ways consistent with the provisions of this Chapter without further action of City Council.

(d) Other City Costs. All Service Providers who have been issued a Public or Private

Service Provider's Occupancy or Use of the Public Ways shall, within thirty (30) days after written demand therefor, reimburse the City for all direct and indirect costs and expenses incurred by the City in connection with the management of the City's Public Ways, not otherwise specified in this Chapter.

(e) Regulatory Fees and Compensation Not a Tax. The regulatory fees and costs provided for in this Chapter are separate from, and additional to, any and all federal, State, local and City taxes as may be levied, imposed or due from a Service Provider, its customers or subscribers, or on account of the lease, sale, delivery or transmission of Services.

(f) Construction Deposit May be Required. The Building Commissioner may determine, within his or her reasonable discretion, that the circumstances related to an application for a Construction Permit in the Right-of-Way require the Person applying for such permit to deposit funds designated for the professional services of plan review and on-site inspection. Further, in the case of Excavation that will disturb the Right-of-Way and any associated infrastructure such as the street pavement, a Damage Control Deposit may be required. Any unused deposit funds shall be returned to the Person applying for the Construction Permit upon completion and approval of the project.

901.10 MISCELLANEOUS PROVISIONS.

(a) Preemption by State and Federal Law. Except as may be preempted by applicable State or Federal laws, rates, regulations, and orders, this Chapter shall apply and be controlling over each Service Provider with Facilities in the Public Ways.

(b) Exemption for City-Owned or Operated Facilities. Except as otherwise required by law, nothing in this Chapter shall be construed to apply the provisions of this Chapter to Facilities owned or operated by the City or any of its operations.

(c) Private Facilities. Persons who wish to use the Public Ways of the City for Facilities that provide service not available to the general public shall obtain consent from the City pursuant to Section 901.02, register pursuant to Section 901.03, obtain a Construction Permit (if applicable) pursuant to Section 901.07 and comply with all provisions of this Chapter.

(d) Application to Existing Code Provisions. In the event of a direct conflict between any provision of this Chapter and any other section of the City's Codified Ordinances, the provisions of this Chapter shall apply.

(e) Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Chapter, or its application to any Person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, that decision shall not affect the validity of the remaining portions hereof.

901.99 PENALTIES AND OTHER REMEDIES.

(a) Criminal Penalties. Any Person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Chapter shall be guilty of a misdemeanor of the fourth (4th) degree. A separate and distinct offense shall be deemed committed each day on which a violation occurs or continues.

(b) Civil Violations and Forfeiture.

(1) In lieu of the criminal penalties set forth above, the Mayor may make an initial finding of a civil violation by any Person for violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Chapter.

(2) The Civil Forfeiture shall be in an amount payable to the City of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each offense. A separate and distinct offense shall be deemed committed each day on which a violation occurs or continues.

(3) An action for civil forfeiture shall be commenced by the Mayor providing the violating Person with written notice describing in reasonable detail the alleged violation of one or more provisions of this Chapter and the amount of the penalty that will be assessed against it.

(4) The violating Person shall have fifteen (15) days, or other period of time as specifically set forth in this Chapter for the violation, subsequent to receipt of the notice of violation in which to correct the violation before the City may assess penalties against the violating Person. The time in which to cure the violation may be extended by the City if additional time is required to correct the violation; provided that the violating Person commences corrective action within seven (7) days of the notice of violation and proceeds with reasonable diligence.

(5) The Person may dispute the alleged violation as set forth in Subsection (c) of this Section 901.99.

(6) If the Mayor finds after hearing that the alleged violation(s) did occur, the penalty shall be assessed starting from the day upon which the period allowed to cure the violation terminated and shall continue until the violation has been corrected.

(c) Appeals. Any notice of violation or determination of a denial of an application or registration under this Chapter may be appealed by filing a written request for a hearing by the Mayor within fifteen (15) days from the date that such notice of violation or determination is received by the alleged violator, unless the provisions of this Chapter otherwise set forth a different time period for filing an appeal. Upon receipt of such a request, the Mayor shall set a time and place for such hearing and shall cause notice thereof to be given to such person, in the manner provided below, not less than five (5) days prior to the hearing. The notice shall advise the appellant that evidence and testimony will be heard, that the appellant may call witnesses and cross examine witnesses against the appellant, and that the Mayor may subpoena any person who the appellant reasonably believes can provide competent testimony or evidence on the matter. A copy of such notice, specifying the purpose of the hearing and the time and place thereof at which all interested persons shall be heard, shall also be posted at City Hall. Such notice may also be published in one or more newspapers of general circulation in the City.

Such hearing shall be conducted by the Mayor, and shall be conducted in the manner described in the notice. Not more than ten (10) days after the conclusion of such hearing, the Mayor shall issue an order confirming, modifying or rescinding the notice of violation or

determination on appeal. Any such order shall be a final order, within the meaning of Ohio Revised Code Section 2506.01, upon the filing of a copy thereof with the Clerk of Council. A copy of such order shall be served as soon as possible, in the manner provided below, upon the person requesting the hearing.

Any notice or order referenced in this Section is properly served upon a Service Provider or person identified in the annual registration under Section 901.03 (c) as set forth below.

(1) Delivered Personally to the Service Provider or person identified in the annual registration;

(2) Left at the Service Provider's or person identified in the annual registration's usual place of business with someone representing themselves as an employee of the Service Provider, or person identified in the annual registration, who is eighteen (18) years of age or older who would reasonably be responsible for receiving correspondence addressed to the Service Provider or person identified in the annual registration;

(3) Sent by certified, pre-posted U.S. mail to the last known address of the Service provider or person identified in the annual registration;

(4) If the notice is attempted to be served by certified, pre-posted U.S. mail and then returned showing that the letter was not delivered, or the certified letter is not returned within fourteen (14) days after the date of mailing, then notice may be sent by regular, pre-posted, first class U.S. mail; or

(5) If the notice is attempted to be served by regular, first class U.S. mail, postage prepaid, and the letter is then returned showing that the letter was not delivered, or is not returned within fourteen (14) days after the date of mailing, then notice shall be posted in a conspicuous place in or about the structure, building, premises, or property affected by such notice.

(d) Other Remedies. Nothing in this Chapter shall be construed as limiting any judicial remedies that the City may have, at law or in equity, for enforcement of this Chapter."

Section 2: That existing Chapter 901, "Street Excavations", of the Codified Ordinances of the City of Beachwood is hereby repealed.

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

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

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

To: Alec Isaacson, Council President
Danielle Shoykhet, Council Vice President
Jillian Delong, Legal and Personnel Committee Chair

From: Tina Turick, City Administrator 

Date: May 12, 2025

Subject: Administrative Salary Ordinance Amendment

The Administration conducts a review of the Administrative Salary Ordinance and submits recommended updates to clarify language or address issues that may have arisen regularly. Our goal is to maintain one comprehensive and up-to-date version of the ordinance and the accompanying schedules for ease of reference and transparency.

This year, the proposed changes are minimal and primarily consist of grammatical corrections and general clean-up. The most notable update involves the removal of tuition reimbursement language from the ordinance. Since the City already has a formal Tuition Reimbursement Policy in place, we are eliminating the duplicate language in the ordinance to ensure consistency and avoid confusion.

Most of the proposed changes are to the ordinance language only. However, we have included all schedules, so we have one complete package. We only made one proposed change to Schedule D. All updates are clearly marked in red within the attached ordinance document.

These revisions have been reviewed and approved by Human Resources, the Finance, Audit, and Law Departments, as well as Mayor Berns. We respectfully request Council's consideration and approval of these changes at the next scheduled meeting.

If you have any questions or would like to discuss any part of the ordinance in more detail, please don't hesitate to reach out.

Enc.

Cc: Justin Berns, Mayor
Todd Hunt, Law Director
Larry Heiser, Finance Director
Harvey Rose, Audit Director
Michelle Kaplan, Assistant Finance Director
Dana Canzone, Human Resources Manager
Whitney Crook, Clerk of Council

INTRODUCED BY:

ORDINANCE NO. 2025-20

AN ORDINANCE ADOPTING THE 2025 ADMINISTRATIVE SALARY ORDINANCE FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Administration regularly conducts a review of the Administrative Salary Ordinance and submits recommended updates to clarify language and address any issues that may arise;

WHEREAS, the City's objective is to maintain a single, comprehensive, and up-to-date version of the ordinance and its accompanying schedules to promote ease of reference and transparency;

WHEREAS, the proposed 2025 updates are minimal in nature and primarily consist of grammatical corrections and general organizational clean-up to improve the clarity and consistency of the ordinance;

WHEREAS, the most substantive revision involves the removal of tuition reimbursement language, which is duplicative of the City's existing Tuition Reimbursement Policy and is being eliminated to avoid confusion and ensure consistency;

WHEREAS, all changes have been reviewed and approved by the Human Resources, Finance, Audit, and Law Departments, as well as by Mayor Berns, and include one proposed modification to Schedule D, with all updates clearly identified in the attached Exhibit "A";

WHEREAS, Council finds that adopting the revised Administrative Salary Ordinance is in the best interest of the City and supports the goals of clarity, consistency, and administrative efficiency.

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

Section 1: Council hereby adopts the 2025 Administrative Salary Ordinance, including Schedules A, B, C, D, E, and F as set forth in the attached Exhibit "A" for all administrative personnel of the City of Beachwood who are not members of a collective bargaining unit.

Section 2: The provisions of this Administrative Salary Ordinance will commence immediately.

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 Codified Ordinances of the City.

Section 4: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason of the immediate necessity of providing appropriate terms and conditions, organizational chart and pay grade for City employees who are not members of a collective bargaining unit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2025-20

Attest: I hereby certify this legislation was duly adopted on the 16th day of June, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of June, 2025.

Clerk

Approval: I have approved this legislation this 17th day of June, 2025, and filed it with the Clerk.

Mayor

Exhibit A

SALARY ORDINANCE FOR ADMINISTRATIVE STAFF AND ELECTED OFFICIALS

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

1.0 DEFINITIONS

1.1 EMPLOYMENT STATUS

1.1.1 FULL-TIME EMPLOYMENT

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

1.1.2 PART-TIME EMPLOYMENT

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

1.1.3 TEMPORARY EMPLOYEES

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

1.1.4 INTERIM EMPLOYEES

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

1.1.5 INTERMITTENT/SEASONAL EMPLOYEES

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

1.1.6 TEMPORARY WORKING LEVEL

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

1.2 WORKWEEK

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

1.3 PAYROLL

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

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to eligible employees on alternating Fridays throughout the year or, in the event of holidays, on the business day closest to the regular pay day.

1.4 BIWEEKLY AND HOURLY RATES

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

1.5 PROBATIONARY PERIODS

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

1.6 SERVICE TIME

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

1.6.1 CREDIT FOR PRIOR SERVICE

As of January 1, 2017, new employees who possess prior full-time work experience with an agency or division of the State of Ohio, other political subdivisions of the State of Ohio, or municipalities within the State of Ohio

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may, with the express authorization of the Mayor, receive credit for up to 65% of such prior service. The Mayor is not required to accept any of a prospective employee's request for credit for prior service time. The percentage of prior service credit to be granted must be established within 90 days of the date of hire.

1.6.2 VERIFICATION OF PRIOR SERVICE TIME

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

1.6.3 Repealed

1.6.4 Repealed

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

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

1.7 ELIGIBILITY DETERMINATIONS

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

1.7.1 IMMEDIATE FAMILY

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

1.7.2 ACTIVE PAY STATUS

Leave accruals for sick and vacation hours will be posted if an employee is in an active pay status for the 80-hour period comprising an individual payroll period. Employees are considered to be in an active pay status if, during the 80-hour pay period, they have worked one or more days or have requested use of approved leave hours supported by sufficient balances for one or more days in the pay period. If an employee works or uses approved leave accounting for less than 80 hours during the pay period, he or she will receive a pro-rated amount of the accrual based upon the number of hours reported. In instances where there have been no hours recorded for an employee during

the 80-hour pay period, the employee is not considered to be in an active pay status. An inactive pay status may result from absences arising from claims allowed for Workers Compensation, FMLA, and approved unpaid Administrative Leave or Leave without Pay.

1.7.3 OVERTIME

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

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

1.7.4 OVERTIME EXEMPT EMPLOYEES

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

1.7.5 COMPENSATORY TIME

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

1.7.6 VARIABLE WORK SCHEDULES

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

1.7.7 ADHERENCE TO FAIR LABOR STANDARDS ACT

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

1.8 EFFECTIVE DATES OF PERSONNEL ACTIONS

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

1.9 RETIREMENT

1.9.1 RETIREMENT AFTER 20 YEARS OF CONTINUOUS SERVICE

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

1.9.2 RETIREMENT UNDER OPERS

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

1.9.3 CASH SETTLEMENT FOR UNUSED LEAVE AT RETIREMENT

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

1.9.4 RETIREMENT AND REHIRE

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

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However, provisions have been made under each form of leave conversion as defined in this Ordinance, for the carryover of some leave if requested. These carryover provisions will apply to all employees rehired under this section.

2.0 BENEFITS FOR EMPLOYEES

2.1 SICK LEAVE

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

2.1.1 RESTRICTIONS ON SICK LEAVE USE

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

2.1.2 TRANSFER OF SICK LEAVE FROM PRIOR SERVICE

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

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2.1.3

SICK LEAVE CONVERSION

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

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

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

2.1.4

ANNUAL SICK LEAVE CONVERSION

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

2.2

BEREAVEMENT LEAVE

Bereavement leave shall be granted to all ~~to~~ (a) full-time, (b) interim, and (c) permanent part-time employees who are regularly scheduled to work the day(s) for which they are requesting Bereavement Leave. For full time employees, Bereavement Leave shall be granted for a period not to exceed three (3) days up to a maximum of 24 hours for the death of a member of the employee's immediate family or one (1) day up to a maximum of 8 hours for any other family member. For permanent part-time employees, Bereavement Leave shall be granted based on the normal number of hours scheduled for the day. For immediate family, the amount of leave granted is for a period not to exceed 3 days or a maximum of 24 hours. For any other family member,

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~~the amount of leave granted is for 1 day up to a maximum of 8 hours.~~

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

Employees may, with supervisory approval, use any available paid leave, including sick leave, for additional time off as necessary. ~~Permanent part-time employees will be compensated during Bereavement Leave at a level equal to what they would normally earn for regularly scheduled hours during the bereavement period.~~ No amount of unused Bereavement Leave will be paid at year-end or upon termination.

2.3

HOLIDAYS

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

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

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

2.3.1

PERSONAL LEAVE

All full-time and interim employees shall be granted 24 hours of Personal Leave time. Such leave time shall be posted to the employee payroll records in the first pay period of each year. Employees entering an eligible

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employment classification at a point subsequent to the posting of the first pay period of the year shall receive credit for a prorated amount of personal leave for the payroll year as follows:

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

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

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

2.4 VACATION LEAVE BENEFITS

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

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

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

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

2.4(a) Repealed

2.4.1 CASH PAYMENT AT YEAR END FOR UNUSED VACATION HOURS

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

2.4.2 POSTING OF VACATION LEAVE HOURS

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

2.4.3 Repealed

2.4.4 TERMINATION PAYMENTS FOR UNUSED VACATION LEAVE HOURS

Upon voluntary or involuntary termination of employment, the Finance Director is authorized to convert all unused vacation hours credited to the terminated employee into a cash payment equal to the employee's total rate of pay at the date of termination, multiplied by the verified unused vacation hours retained by the employee as of the date of termination. Employees rehired under section 1.9.4 of this Ordinance may elect to carryover some or all of their accrued and unused vacation. Any hours carried over will be

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subject to the terms of section 2.4.1 at year-end. The cash value of any hours carried over will be based upon the employee's rate of pay when converted, not when carried over. No adjustment will be made for any differences. Employees must have completed one year of continuous service in order to be eligible for a cash payout of unused vacation hours at termination. Any employee not completing the required one-year of continuous service shall not receive compensation for unused vacation hours if their termination date precedes the date at which they will have served continuously for one year. Any such unpaid and unused vacation time will be considered forfeited to the City at termination.

2.5 OTHER AUTHORIZED ADMINISTRATIVE LEAVES

2.5.1 COURT RELATED LEAVES

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

2.5.2 ADMINISTRATIVE LEAVE

The Mayor is authorized to grant paid or unpaid Administrative Leave to employees if, in the judgement of the Mayor, such leave is in the best interest of the security and/or operation of the City government, or if weather or other emergencies pose a threat to the health, safety, or welfare of City employees. In accordance with Ordinance 2020-134, Council shall be notified in writing of any personnel placed on administrative leave longer than three months.

2.5.3 PAID PARENTAL LEAVE

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1. **Purpose.** Under the Family Medical Leave Act (FMLA), employees are entitled to twelve (12) weeks of parental leave for the birth or adoption of a child. However, often times the leave under FMLA is unpaid, which can result in a new parent taking an inadequate amount of leave to care for the newborn or newly adopted child. Paid Parental Leave is intended to provide an opportunity for City of Beachwood employees to take up to a maximum of four (4) calendar weeks of continuous paid leave to provide necessary parental care following the birth or adoption of a minor child.
2. **Eligibility.** To be eligible for benefits under Paid Parental Leave, an employee shall:
 - a. Have been employed by the City of Beachwood for at least twelve (12) months;
 - b. Have worked at least 1,250 hours over the previous twelve (12) months period immediately preceding the date when the requested leave would begin;
 - c. Be the biological parent of a newly born child or legal guardian of a newly adopted child;
 - d. Be required to provide documentation of the date of birth or adoption, as well as documentation of the parentage or adoption of the child;
 - e. Submit the request to Human Resources in the appropriate form at least thirty (30) days prior to the requested time off for foreseeable leave or as much notice as is practicable under the circumstances for unforeseeable leave; and
 - f. Any employee who provides false or misleading information on the appropriate form under subsection (e), above, or who fails to submit the appropriate form under subsection (e), above, or who otherwise provides false or misleading information as to subsections (c), or (d), above, shall be subject to discipline, up to and including termination.
3. **Duration of Leave.** An employee who is eligible for Paid Parental Leave pursuant to subsection (2), above, may take Paid Parental Leave for all hours of work during the four (4) calendar weeks commencing with, and immediately following, the effective date and triggering event, as set forth in subsection (4), below. Under no circumstances shall Paid Parental Leave be taken beyond six (6) calendar months from the exact date of birth or placement of a child for adoption. The employee may elect to utilize intermittent Paid Parental Leave, ~~provided, provided~~ that the minimum amount of any portion of intermittent leave shall be one (1) full

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work day, and, in the event an employee elects to take intermittent Paid Parental Leave, the leave shall not extend beyond six (6) calendar months from the exact date of birth or placement of a child for adoption. Additionally, any employee utilizing intermittent Paid Parental Leave must submit the request for leave to the employee's supervisor prior to any work day where the leave will be utilized.

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

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

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

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

weeks of Paid Parental Leave shall not extend the time period for Paid Parental Leave.

7. **FMLA/Paid Time Off.** Paid Parental Leave shall run concurrently with Family Medical Leave Act (FMLA) Leave, and employees using Paid Parental Leave who meet eligibility requirements of the FMLA shall have the entire non-working period of Paid Parental Leave counted towards the employee's FMLA entitlement. Upon the exhaustion of the Paid Parental Leave Benefit, Section 4.9(D)(2)(a) (see the portion of the City's FMLA Policy as set forth in the Personnel Policy Manual that discusses use of paid time off) will take effect requiring accrued leave time be used. Paid Parental Leave does not supersede or replace an employee's rights under FMLA.
8. **Death of an Unborn or Newborn Child.** An employee who would otherwise be eligible for Paid Parental Leave pursuant to subsection (2), above, whose child is stillborn or dies during the third trimester of pregnancy is eligible for three (3) calendar weeks of Paid Parental Leave following the date of death of the unborn or stillborn child. In the event that a newly born or adopted child dies during the period of time that the employee is on Paid Parental Leave, the employee shall be entitled to the full extent of the Paid Parental Leave permitted under subsection (3), above, and the Paid Parental Leave shall not terminate due to the death of the child. All other provisions of Paid Parental Leave granted pursuant to this subsection (8) shall apply.

2.5.4 WORKERS COMPENSATION

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

2.5.5 OTHER LEAVE ISSUES

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

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

2.5.6 LEAVE WITHOUT PAY

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

2.5.7 MILITARY LEAVE

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

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2.6 CITY PROVIDED INSURANCE BENEFITS

2.6.1 HEALTH CARE INSURANCE COVERAGE

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

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

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

2.6.2 Repealed.

2.6.3 GROUP TERM LIFE INSURANCE COVERAGE

Full-time and interim employees of the City will be provided with group term life insurance coverage (which may include accidental death and

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dismemberment coverage) obtained from a reputable provider. This benefit will be provided at 1.5 times the base annual salary, not to exceed \$150,000. The coverage is subject to the limitations and provisions of the current carrier. The cost of procuring such plans shall be the sole responsibility of the City. The City will follow federal tax guidelines regarding reportable income when applicable.

2.6.4 SHORT-TERM DISABILITY INSURANCE COVERAGE

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

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

2.7 FRINGE BENEFIT ALLOWANCES

2.7.1 UNIFORM ALLOWANCES

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

Eligible personnel shall be authorized to receive an allowance in the first quarter of the year if they are in an active pay status. Said allowances or

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

2.7.2 CELLULAR PHONE ALLOWANCE

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

2.8 EDUCATION AND TRAINING

2.8.1 TRAINING PROGRAMS, SEMINARS, AND CONTINUING EDUCATION

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

2.8.2 EDUCATIONAL PROGRAM, DEGREE, OR CERTIFICATE

~~The City's policy and procedure for eligibility and the reimbursement of costs associated with educational programs, degrees or certifications are outlined in the City's Personnel Policy Manual. This section hereby repeals any previous language in the ordinance regarding educational reimbursement to avoid duplication and to ensure consistency with current policy.~~

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

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~~a. As determined within the reasonable discretion of the Mayor, the course is directly related to the employment duties of the employee; or is a specifically required core course of a degree program related to the specific duties of the employee; or will enhance the qualifications for the performance in that person's employment category. Participation in the program cannot conflict with regular work hours or job performance.~~

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

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

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~~d. An employee who is terminated for just cause or who voluntarily resigns from the service of the City of Beachwood within one three (3) years after completing a course, for which tuition reimbursement is given, shall return the full amount of such reimbursement to the City.~~

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

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

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

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

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2.9 OTHER FRINGE BENEFITS

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

2.9.1 VEHICLES

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

3.0 SALARY SCHEDULES AND SUPPLEMENTAL PAY

3.1 ORGANIZATIONAL CHART

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

3.2 PAY GRADE/RANGES

Amended: Ordinance #2025-20

Date: June 16, 2025

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

3.2.1 ANNUAL ADJUSTMENT

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

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

3.3 SALARIES FOR ELECTED OFFICIALS

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

3.4 WAGE SCHEDULE FOR ADMINISTRATIVE PERSONNEL

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

3.4.1 SALARIES FOR NEW HIRES/RECLASSIFIED EMPLOYEES

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

3.4.2 ANNUAL PERFORMANCE EVALUATION/MERIT INCREASES

Amended: Ordinance #2025-20

Date: June 16, 2025

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

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

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

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

3.5 SALARIES FOR OTHER APPOINTMENTS

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

3.6 LONGEVITY PAY

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

Years of Service Longevity	Annual Supplement
7	\$1,500.00
8	\$1,550.00
9	\$1,600.00
10	\$1,650.00
11	\$1,700.00
12	\$1,750.00
13	\$1,800.00

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14	\$1,850.00
15	\$1,900.00
16	\$1,950.00
17	\$2,000.00
18	\$2,050.00
19	\$2,100.00
20	\$2,150.00
21	\$2,200.00
22	\$2,250.00
23	\$2,300.00
24	\$2,350.00
25+	\$2,400.00

3.7 **WAGES FOR SEASONAL EMPLOYEES**

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

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

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

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6.0 **RECREATION PROGRAMS**

6.1 **AQUATIC CENTER**

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

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

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

6.2 **DAY AND SPORTS CAMPS/CLINICS**

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

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

6.3 TENNIS CAMPS, CLINICS, AND LESSONS

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

6.4 GAME ~~OFFICIALS~~ OFFICIALS' COMPENSATION

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

6.5 THEATRE AND DRAMA PRODUCTIONS

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

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

6.5.2 DRAMA PRODUCTION STAFF

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

6.6 CHILD CARE PROGRAMS

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

6.7 PROGRAM DIRECTORS AND ASSISTANT PROGRAM DIRECTORS

A Program Director is responsible for the design, coordination, and operation of a specific Recreation Program. The individual conducts the program with minimum supervision from the Community Services Director or their

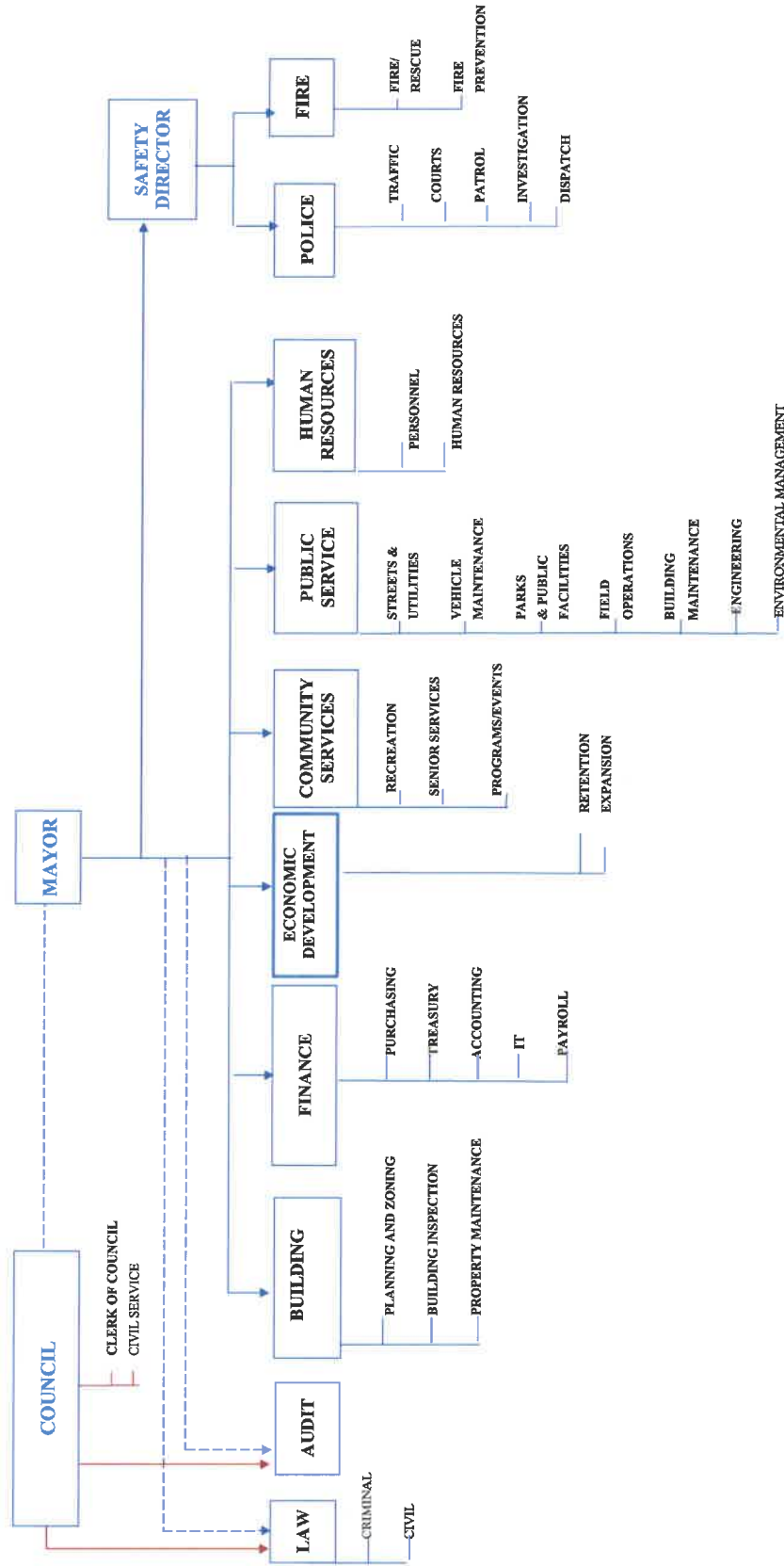
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designee. The Program Director may supervise additional program employees such as Assistant Program Directors or Program Aides. The Program Director will recommend the employment of additional staff if needed for the operation and safety of the program.

SCHEDULE A
CITY OF BEACHWOOD - ORGANIZATIONAL CHART

CITY OF BEACHWOOD
Organizational Chart



SCHEDULE B

CITY OF BEACHWOOD - PAY GRADE TABLE/STEPS FOR 2025

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
1													
2	35,304.88	36,646.46	38,039.03	39,484.51	40,984.93	42,542.35	44,131.10	45,587.43	47,091.81	48,645.84	50,251.16	51,909.43	52,957.32
3													
4	46,008.56	47,756.88	49,571.65	51,455.37	53,410.68	55,440.29	57,510.70	59,408.56	61,369.03	63,394.22	65,486.22	67,647.27	69,012.84
5	48,662.90	50,512.09	52,431.55	54,423.95	56,492.06	58,638.76	60,828.63	62,835.98	64,909.56	67,051.57	69,264.27	71,549.99	72,994.35
6	53,086.80	55,104.09	57,198.05	59,371.58	61,627.70	63,969.55	66,358.50	68,548.33	70,810.42	73,147.17	75,561.02	78,054.54	79,630.20
7	54,683.72	56,761.70	58,918.64	61,157.55	63,481.54	65,893.83	68,354.65	70,610.35	72,940.49	75,347.53	77,834.00	80,402.53	82,025.58
8	57,510.70	59,696.11	61,964.56	64,319.21	66,763.34	69,300.35	71,888.38	74,260.70	76,711.29	79,242.77	81,857.77	84,559.08	86,266.05
9	60,165.04	62,451.32	64,824.46	67,287.79	69,844.73	72,498.83	75,206.30	77,688.10	80,251.81	82,900.12	85,635.83	88,461.82	90,247.56
10	61,934.60	64,288.12	66,731.07	69,266.85	71,898.98	74,631.15	77,418.25	79,973.05	82,612.17	85,338.37	88,154.53	91,063.63	92,901.90
11	66,358.50	68,880.12	71,497.57	74,214.47	77,034.62	79,961.94	82,948.13	85,685.42	88,513.04	91,433.96	94,451.28	97,568.18	99,537.75
12	69,012.84	71,635.33	74,357.47	77,183.05	80,116.01	83,160.42	86,266.05	89,112.83	92,053.56	95,091.32	98,229.34	101,470.89	103,519.26
13	70,782.40	73,472.13	76,264.07	79,162.11	82,170.26	85,292.74	88,478.00	91,397.77	94,413.90	97,529.55	100,748.04	104,072.72	106,173.60
14	72,551.96	75,308.93	78,170.67	81,141.15	84,224.53	87,425.06	90,689.95	93,682.72	96,774.24	99,967.79	103,266.73	106,674.54	108,827.94
15	75,206.30	78,064.14	81,030.58	84,109.73	87,305.91	90,623.54	94,007.88	97,110.15	100,314.78	103,625.16	107,044.79	110,577.27	112,809.45
16	84,054.10	87,248.16	90,563.59	94,005.00	97,577.20	101,285.13	105,067.63	108,534.87	112,116.50	115,816.35	119,638.29	123,586.35	126,081.15
17	88,478.00	91,840.16	95,330.10	98,952.63	102,712.83	106,615.93	110,597.50	114,247.22	118,017.37	121,911.95	125,935.04	130,090.90	132,717.00
18	92,901.90	96,432.17	100,096.60	103,900.26	107,848.48	111,946.72	116,127.38	119,959.59	123,918.24	128,007.54	132,231.79	136,595.44	139,352.85

Ordinance #: 2025-20

Adopted: June 16, 2025

SCHEDULE B

CITY OF BEACHWOOD - PAY GRADE TABLE/STEPS FOR 2025

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
19	101,749.70	105,616.19	109,629.61	113,795.53	118,119.76	122,608.32	127,187.13	131,384.31	135,719.98	140,198.74	144,825.30	149,604.53	152,624.55
20	110,597.50	114,800.21	119,162.61	123,690.79	128,391.04	133,269.90	138,246.88	142,809.03	147,521.72	152,389.93	157,418.81	162,613.63	165,896.25
21	119,445.30	123,984.22	128,695.62	133,586.06	138,662.32	143,931.49	149,306.63	154,233.75	159,323.46	164,581.14	170,012.31	175,622.71	179,167.95

Part-Time and Other Positions

Administrative Assistant/Secretary/Clerk	Hourly	Not to Exceed	30.47
Corrections Officer	Hourly	Not to Exceed	28.76
Crossing Guard	Hourly	Not to Exceed	19.81
Fire Inspector	Hourly	Not to Exceed	36.45
Intermittent/Seasonal/Temporary Staff (Administration)	Hourly	Not to Exceed	18.91
Intermittent/Seasonal/Temporary Staff (Service)	Hourly	Not to Exceed	18.91
Laborer/Janitor	Hourly	Not to Exceed	18.91
Laborer - CDL	Hourly	Not to Exceed	20.75
Messenger	Hourly	Not to Exceed	18.91
Patrol Officer	Hourly	Not to Exceed	37.10
Plans Examiner - Fire Department	Hourly	Not to Exceed	61.00
Program Building Supervisor	Hourly	Not to Exceed	23.83
Van Driver	Hourly	Not to Exceed	18.91

SCHEDULE B

CITY OF BEACHWOOD - PAY GRADE TABLE/STEPS FOR 2026

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
1													
2	36,540.55	37,929.09	39,370.40	40,866.47	42,419.40	44,031.33	45,675.69	47,182.99	48,740.02	50,348.44	52,009.95	53,726.26	54,810.83
3													
4	47,618.86	49,428.37	51,306.66	53,256.31	55,280.05	57,380.70	59,523.57	61,487.86	63,516.95	65,613.02	67,778.24	70,014.92	71,428.29
5	50,366.10	52,280.01	54,266.65	56,328.79	58,469.28	60,691.12	62,957.63	65,035.24	67,181.39	69,398.37	71,688.52	74,054.24	75,549.15
6	54,944.84	57,032.73	59,199.98	61,449.59	63,784.67	66,208.48	68,681.05	70,947.52	73,288.78	75,707.32	78,205.66	80,786.45	82,417.26
7	56,597.65	58,748.36	60,980.79	63,298.06	65,703.39	68,200.11	70,747.06	73,081.71	75,493.41	77,984.69	80,558.19	83,216.62	84,896.48
8	59,523.57	61,785.47	64,133.32	66,570.38	69,100.06	71,725.86	74,404.47	76,859.82	79,396.19	82,016.27	84,722.79	87,518.65	89,285.36
9	62,270.82	64,637.12	67,093.32	69,642.86	72,289.30	75,036.29	77,838.52	80,407.18	83,060.62	85,801.62	88,633.08	91,557.98	93,406.22
10	64,102.31	66,538.20	69,066.66	71,691.19	74,415.44	77,243.24	80,127.89	82,772.11	85,503.60	88,325.21	91,239.94	94,250.86	96,153.47
11	68,681.05	71,290.92	73,999.98	76,811.98	79,730.83	82,760.61	85,851.31	88,684.41	91,611.00	94,634.15	97,757.07	100,983.07	103,021.57
12	71,428.29	74,142.57	76,959.98	79,884.46	82,920.07	86,071.03	89,285.36	92,231.78	95,275.43	98,419.52	101,667.37	105,022.37	107,142.43
13	73,259.78	76,043.65	78,933.31	81,932.78	85,046.22	88,277.99	91,574.73	94,596.69	97,718.39	100,943.08	104,274.22	107,715.27	109,889.68
14	75,091.28	77,944.74	80,906.64	83,981.09	87,172.39	90,484.94	93,864.10	96,961.62	100,161.34	103,466.66	106,881.07	110,408.15	112,636.92
15	77,838.52	80,796.38	83,866.65	87,053.57	90,361.62	93,795.36	97,298.16	100,509.01	103,825.80	107,252.04	110,791.36	114,447.47	116,757.78
16	86,995.99	90,301.85	93,733.32	97,295.18	100,992.40	104,830.11	108,745.00	112,333.59	116,040.58	119,869.92	123,825.63	127,911.87	130,493.99
17	91,574.73	95,054.57	98,666.65	102,415.97	106,307.78	110,347.49	114,468.41	118,245.87	122,147.98	126,178.87	130,342.77	134,644.08	137,362.10
18	96,153.47	99,807.30	103,599.98	107,536.77	111,623.18	115,864.86	120,191.84	124,158.18	128,255.38	132,487.80	136,859.90	141,376.28	144,230.20

Ordinance#: 2025-20

Adopted: June 16, 2025

SCHEDULE B

CITY OF BEACHWOOD - PAY GRADE TABLE/STEPS FOR 2026

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
19	105,310.94	109,312.76	113,466.65	117,778.37	122,253.95	126,899.61	131,638.68	135,982.76	140,470.18	145,105.70	149,894.19	154,840.69	157,966.41
20	114,468.41	118,818.22	123,333.30	128,019.97	132,884.73	137,934.35	143,085.52	147,807.35	152,684.98	157,723.58	162,928.47	168,305.11	171,702.62
21	123,625.89	128,323.67	133,199.97	138,261.57	143,515.50	148,969.09	154,532.36	159,631.93	164,899.78	170,341.48	175,962.74	181,769.50	185,438.83

Part-Time and Other Positions

Administrative Assistant/Secretary/Clerk	Hourly	Not to Exceed	31.54
Corrections Officer	Hourly	Not to Exceed	29.77
Crossing Guard	Hourly	Not to Exceed	20.50
Fire Inspector	Hourly	Not to Exceed	37.73
Intermittent/Seasonal/Temporary Staff (Administration)	Hourly	Not to Exceed	19.57
Intermittent/Seasonal/Temporary Staff (Service)	Hourly	Not to Exceed	19.57
Laborer/Janitor	Hourly	Not to Exceed	19.57
Laborer - CDL	Hourly	Not to Exceed	21.48
Messenger	Hourly	Not to Exceed	19.57
Patrol Officer	Hourly	Not to Exceed	38.40
Plans Examiner - Fire Department	Hourly	Not to Exceed	61.00
Program Building Supervisor	Hourly	Not to Exceed	24.66
Van Driver	Hourly	Not to Exceed	19.57

SCHEDULE C
CITY OF BEACHWOOD - ELECTED OFFICIALS

Compensation for elected officials is established on an annual basis and more specifically provided for under separate ordinances. Elected officials shall be exempt from overtime provisions. Specific regulations and conditions of salaries for elected officials are more explicitly detailed under separate Ordinance.

SCHEDULE D
CITY OF BEACHWOOD - SCHEMATIC LIST OF PAY GRADES

Department name	Position Title	Grade	Exempt	#	Type
Audit	Audit Director	18	Yes	1	Full Time
Audit	Administrative Coordinator	6	No	1	Full Time
Building Dept	Building Commissioner	20	Yes	1	Full Time
Building Dept	Asst Building Commissioner	15	Yes	1	Full Time
Building Dept	Building and Planning & Zoning Coordinator	9	Yes	1	Full Time
Building Dept	Administrative Assistant 2	4	No	2	Full Time
Building Dept	Administrative Assistant/Secretary/Clerk	*	No	1	Part Time
Community Services Department	Community Services Director	20	Yes	1	Full Time
Community Services Department	Program Manager	11	Yes	3	Full Time
Community Services Department	Graphic Designer	9	Yes	1	Full Time
Community Services Department	Administrative Coordinator	6	No	1	Full Time
Community Services Department	Administrative Assistant 2	4	No	2	Full Time
Community Services Department	Community Center Maintenance Coordinator	4	No	1	Full Time
Community Services Department	Van Driver/Scheduler	2	No	1	Full Time
Community Services Department	Van Driver	*	No	6	Part Time
Community Services Department	Program Building Supervisor	*	No	N/A	Part Time
Council	Clerk of Council	13	Yes	1	Full Time
Economic Development Department	Economic Development Director	19	Yes	1	Full Time
Economic Development Department	Economic Development Manager	13	Yes	1	Full Time
Finance Department	Finance Director	21	Yes	1	Full Time
Finance Department	Assistant Finance Director	16	Yes	1	Full Time
Finance Department	Information Technology Manager	20	Yes	1	Full Time
Finance Department	Information Technology Assistant Manager	15	Yes	1	Full Time
Finance Department	Accounting Supervisor/Tax Administrator	12	Yes	1	Full Time
Finance Department	Purchasing Supervisor	11	Yes	1	Full Time
Finance Department	GIS Analyst	9	No	1	Full Time
Finance Department	Staff Accountant	9	No	1	Full Time
Finance Department	Payroll Specialist	8	No	1	Full Time
Finance Department	Administrative Coordinator	6	No	1	Full Time
Finance Department	Administrative Assistant 2	4	No	1	Full Time
Fire Department	Fire Chief	21	Yes	1	Full Time
Fire Department	Assistant Fire Chief	20	Yes	1	Full Time
Fire Department	Fire Inspector	11	No	3	Full Time
Fire Department	Fire Inspector	*	No	1	Part Time
Fire Department	Administrative Coordinator	6	No	1	Full Time
Fire Department	Administrative Assistant 2	4	No	1	Full Time
Human Resources	Human Resources Manager	16	Yes	1	Full Time
Human Resources	Human Resources Coordinator	8	No	1	Full Time
Law Department	Law Director	21	Yes	1	Full Time
Law Department	Assistant Law Director/Prosecutor	18	Yes	1	Full Time
Law Department	Assistant Law Director/Associate Counsel	16	Yes	1	Full/Part Time
Law Department	Legal Assistant	6	No	1	Full/Part Time
Mayor's Office	City Administrator	19	Yes	1	Full Time
Mayor's Office	Communications Manager	11	Yes	1	Full Time
Mayor's Office	Mayor's Executive Assistant	10	Yes	1	Full Time

SCHEDULE D
CITY OF BEACHWOOD - SCHEMATIC LIST OF PAY GRADES

Department name	Position Title	Grade	Exempt	#	Type
Police Department	Police Chief	21	Yes	1	Full Time
Police Department	Deputy Police Chief	20	Yes	1	Full Time
Police Department	Accreditation Manager	11	Yes	1	Full Time
Police Department	Clerk of Court	9	Yes	1	Full Time
Police Department	Assistant Jail Administrator	6	No	1	Full Time
Police Department	Assistant Clerk of Court	5	No	1	Full Time
Police Department	Administrative Assistant 3	5	No	2	Full Time
Police Department	Dispatch Supervisor	*	N/A	N/A	Spec-1
Police Department	Patrol Officers	*	No	N/A	Part Time
Police Department	Corrections Officer	*	No	N/A	Part Time
Police Department	Crossing Guard	*	No	N/A	Part Time
Public Service Department	Public Works Director	21	Yes	1	Full Time
Public Service Department	Assistant Public Works Director	16	Yes	1	Full Time
Public Service Department	Staff Engineer	20	Yes	1	Full Time
Public Service Department	Superintendent	13	Yes	6	Full Time
Public Service Department	Administrative Assistant 2	4	No	2	Full Time
Public Service Department	Shipping and Receiving Clerk	4	No	2	Full Time
Public Service Department	Intermittent/Temporary Laborer	*	No	N/A	N/A
Public Service Department	Laborer/Janitor	*	No	N/A	Part Time
Public Service Department	Messenger	*	No	1	Part Time
Administration	Administrative Assistant/Secretary/Clerk	*	No	N/A	Part Time
Administration	Intermittent/Temporary Staff	*	No	N/A	N/A

SCHEDULE E
CITY OF BEACHWOOD - OTHER APPOINTED OFFICIALS

Regulation of hourly billings is subject to conditions of specific governing ordinance.
Board Members are not entitled or eligible for employee benefits.

POSITION	O/T EXEMPT	ANNUAL SALARY LIMIT / RATE OF COMPENSATION	AUTH NO.	TYPE
Law Director	Yes	Set per separate ordinance	1	Spec 1
City Prosecutor	Yes	Set per separate ordinance	1	Spec 1
Architectural Review Board		\$87.00/hour	5	
Civil Service Commission		\$25.00 /first hour; \$20.00/hour thereafter	3	Spec 2
Planning & Zoning Commission		\$75.00/meeting	5	
Records Commission		\$75.00/meeting	1	
Audit Committee		\$75.00/meeting	1	

NOTES:

Specific Ordinance exists detailing nature of compensation
Civil Service Commission Members will be paid a minimum of one (1) hour

SCHEDULE F
CITY OF BEACHWOOD - SEASONAL SALARIES RECREATION

JOB CLASSIFICATIONS POSITION TITLE	SALARY/SESSION - RATE/HOUR
Camp Positions	
Camp Director(s)	Not to exceed \$30.00 per hour (limit 1 per camp)
Assistant Camp Director(s)	Not to exceed \$25.00 per hour (limit 2 per camp)
Camp Activities Leader	Not to exceed \$23.00 per hour
Senior Camp Counselors	Not to exceed \$23.00 per hour
Camp Secretary/Administrative Assistant(s)	Not to exceed \$20.00 per hour (limit 1 per camp)
Camp Counselor(s)	Not to exceed \$15.00 per hour
Safety Town Director	Not to exceed \$30.00 per hour (limit 3 sessions)
Nurse	Not to exceed \$42.00 per hour
General Programs	
Program Director(s)	Not to exceed \$24.00 per hour (limit 1 per program)
Assistant Program Director(s)	Not to exceed \$19.00 per hour (limit 2 per program)
Program/Building Supervisor(s)	Not to exceed \$18.00 per hour
Program Aide(s)	Not to exceed \$15.00 per hour
Instructor(s)	Not to exceed \$32.00 per hour
Interpreter(s)	Not to exceed \$32.00 per hour
Special Needs Aide(s)	Not to exceed \$40.00 per hour
Sports Official	
Basketball/Soccer/Baseball	Not to exceed \$17.00 per hour
Umpire/Referee (Uncertified)	Not to exceed \$17.00 per hour
Aquatic Center Positions	
Aquatic Center Manager	Not to exceed \$30.00 per hour (limit 1)
Assistant Aquatic Center Manager	Not to exceed \$24.00 per hour (limit 2)
Maintenance Lead	Not to exceed \$22.00 per hour (limit 1)
Learn to Swim Director	Not to exceed \$24.00 per hour (limit 1)
Head Lifeguard	Not to exceed \$22.00 per hour (limit 1)
Asst. Learn to Swim Director/Asst. Head Lifeguard	Not to exceed \$22.00 per hour
WSI Certified Lifeguards	Not to exceed \$22.00 per hour
Lifeguard (Certified)	Not to exceed \$20.00 per hour
Aquatic Center Staff	Not to exceed \$15.00 per hour
Private Lessons	\$8.00/lesson plus normal rate of pay
	\$2.00 per hour more than your current rate for duty
Early Swim Rate	6:00 - 8:30 a.m.

INTRODUCED BY:

RESOLUTION NO. 2025-31

A RESOLUTION TO ADOPT THE SOLID WASTE MANAGEMENT PLAN FOR THE CUYAHOGA COUNTY SOLID WASTE MANAGEMENT DISTRICT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood is located within the jurisdiction of the Cuyahoga County Solid Waste Management District (District); and

WHEREAS, the Cuyahoga County Solid Waste Management District Policy Committee prepared and adopted a final draft of the Cuyahoga County Solid Waste Management Plan Update in accordance with *Ohio Revised Code Sections 3734.53 3734.54 and 3734.55*; and

WHEREAS, the District provided a copy of the Cuyahoga County Solid Waste Management Plan Update (2026-2040) for ratification to each of the legislative authorities of the District; and

WHEREAS, the City of Beachwood must decide whether it approves of said Solid Waste Management Plan Update no later than August 10, 2025.

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

Section 1: The City of Beachwood approves the Cuyahoga County Solid Waste Management Plan Update.

Section 2: The Clerk of Council is hereby directed to send the District a copy of this Resolution to the attention of Elizabeth Biggins-Ramer, Executive Director, Cuyahoga County Solid Waste Management District, 4750 East 131 Street, Garfield Heights, Ohio 44105.

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 Codified Ordinances of the City.

Section 4: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that the immediate adoption of the Solid Waste Management Plan update is required to meet the statutory deadline of August 10, 2025; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2025-31

Attest: I hereby certify this legislation was duly adopted on the 16th day of June, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of June, 2025.

Clerk

Approval: I have approved this legislation this 17th day of June, 2025, and filed it with the Clerk.

Mayor

RATIFICATION OF THE CUYAHOGA COUNTY SOLID WASTE MANAGEMENT PLAN UPDATE (2026 – 2040)

A Fact Sheet for Community Officials – DEADLINE TO RATIFY IS August 10, 2025

The development of the solid waste plan is a requirement of Ohio law. Every solid waste management district in Ohio must periodically update their solid waste management plan and submit it to each political subdivision to be ratified. Ratification occurs when city/village councils and township trustees representing 60% of a district's population, including its largest city and the legislative authority of the county, vote to approve the plan. If a district's plan is not ratified, the Ohio EPA will prepare the plan and order it to be implemented. **This fact sheet provides general information about Cuyahoga County's solid waste plan which is now out for ratification.**

The Cuyahoga County Solid Waste Management Plan

The Cuyahoga County Solid Waste Management Plan was first ratified by communities in 1994 and four times since. The Cuyahoga County Solid Waste District (the District) and its Solid Waste Policy Committee are now seeking local approval for the fifth Plan Update. **The ratification process takes place from May 10, 2025 through August 10, 2025.** This Plan Update complies with an Ohio EPA format and contains 6 chapters and 23 appendices. It describes the waste management methods to be used in the upcoming planning period and details how the ten waste reduction and recycling goals established in the State Solid Waste Management Plan will be achieved. It also describes how the Plan will be implemented by the Cuyahoga County Solid Waste District.

What's the best way to review the Plan Update?

The plan chapters provide an executive summary of the plan. The District recommends reading the chapters for an overview of the plan and if additional information is desired, referring to the appendices for more detail. **Please find enclosed the 2026-2040 Plan Update summary presentation for your review. Your council clerk will soon receive a Plan Update Summary booklet.** The complete Cuyahoga County Solid Waste Management Plan Update (2026 – 2040) is also available on the District's website at CuyahogaRecycles.org and at the Cuyahoga County Solid Waste District's office.

Who prepared the Plan Update?

The Plan Update was prepared by the Cuyahoga County Solid Waste District in conjunction with the Cuyahoga County Solid Waste Policy Committee. Various stakeholders were also consulted through the 18-month process. **The Policy Committee consists of the Cuyahoga County Planning Commission members and two public members.**

Who implements the Plan Update and how is it funded?

The District is responsible for implementing the Plan Update which contains programs and services that support waste reduction and recycling. The District employs seven staff and is funded by a "generation fee". This fee of \$2.00 is levied on each ton of waste produced in Cuyahoga County and landfilled in Ohio. Cuyahoga County's current \$2.00 per ton fee was increased by \$0.50 per ton in 2023, only the second increase since 1994, and remains one of the lowest in Ohio. **Under this Plan Update, the generation fee remains at the current level through 2040. For comparison, the average fee statewide is \$4.74 per ton.**

Programs and services offered through the Plan

All the existing programs and services offered by the Cuyahoga County Solid Waste District will continue with the ratification of this Plan Update while some new programs will be initiated. See program summary list below.

Education Services	Community Services & Programs	Expanded or New Programs
• CuyahogaRecycles.org • Speakers / presenters • Residential recycling outreach • Children's education • Business recycling assistance • Recycling program assistance • Compost seminars • Compost bin sales	• Household Hazardous Waste Program • Scrap Tire Round-Up • Litter Collection Program • Special Waste Collections • Program analysis and contracting services • Environmental Crimes Task Force • Health Department Funding	• Grants for communities • Promote food waste, fiber, glass, yard waste drop-off super sites • Waste Reduction Grant for schools and universities • Volume-based fee support • Scrap tire education and enforcement • Expanded litter collection program

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Council and Mayor
FROM: Larry A. Heiser, Finance Director 
RE: 2026 Alternative Tax Budget (Fiscal Year 2025)
DATE: June 3, 2025

The Tax Budget is the start of the 2026 budget cycle. The basic purpose of the Tax Budget is to indicate to Cuyahoga County the amount of property tax collections we are requesting. This is the document used by the County to set the City's property tax collections for 2026 and prepare our initial "Certificate of Estimated Resources". We will then have a follow-up resolution accepting the rates from Cuyahoga County.

As previously voted on by Beachwood City Council regarding the Beachwood School District capital building levy passing in 2023; the City committed to not levy any Charter millage for a three-year period, which had been 2.4 mills. By Beachwood City Charter the City can levy up to 9.2 mills. For 2026, tax year 2025 the City will be levying 1.6 mills, which is the "inside millage". As the initial discussions and April 2023 presentation indicated, 2026 would be the final year of this arrangement

Total debt payments due in 2026 are \$904,622.50 and .4 mills will go to the Debt Service Fund (331) which will generate approximately \$415,000 which along with assessments and 2025-year end debt service fund balance will be sufficient to pay debt obligations in 2026. .8 mills will go to the Police Pension Fund to assist in paying Police Pension obligations. Lastly, .4 mills will go to the General Fund, which will be used to pay County fees and Cuyahoga County Board of Health.

Please let me know if you have any questions or would like further explanations.

INTRODUCED BY:

RESOLUTION NO. 2025-32

A RESOLUTION ADOPTING THE 2025 ALTERNATIVE TAX BUDGET OF THE CITY OF BEACHWOOD, OHIO FOR FISCAL YEAR 2026; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the proposed alternative tax budget was recommended by the Finance Director to Council; and

WHEREAS, pursuant to Section 5705.30 of the Ohio Revised Code, the City of Beachwood is not required to hold a public hearing on this document; and

WHEREAS, the Finance Director has recommended the approval of this document by City Council.

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

Section 1: The 2025 Alternative Tax Budget (Fiscal Year 2026) prepared by the Finance Director of the City of Beachwood and recommended to City Council, a copy of which is attached hereto and incorporated herein as Exhibit “A”, is hereby approved.

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, safety, or the efficient operation of the City, and for the further reason that it is immediately required to be passed in accordance with statutory requirements; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 16th day of June, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of June, 2025.

Clerk

Approval: I have approved this legislation this 17th day of June, 2025 and filed it with the Clerk.

Mayor

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit CITY OF BEACHWOOD

For the Fiscal Year Commencing JANUARY 1, 2026

Fiscal Officer Signature _____ Date _____

COUNTY OF CUYAHOGA

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Under the law in effect prior to June 3, 2002, the budget commission could only waive the tax budget for a subdivision or other taxing unit that was receiving a share of the county undivided local government fund or the county undivided local government revenue assistance fund under an alternative method or formula pursuant to ORC Sections 5747.53 and 5747.63. Thus, tax budgets could be waived only for counties, municipalities, townships, and park districts. This restriction is now removed.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action

On October 11, 2002, during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (Including Schools) to adopt a tax budget as provided under ORC Section 5705.281, but shall require the filing of this Alternative Tax Budget Information document on an annual basis.

Alternative Tax Budget Information Filing Deadline

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION

SCHEDULE 1

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into separate levies. For help use the schedule B issued by the budget commission for the current year and add any new levies. This will help to ensure that no levies are missed.

In column 1 list only those individual funds which are requesting general property tax revenue. In column 2 purpose refers to the following terms, inside, current expenses, and special levy for example. In column 4 levy type refers to renewal, additional, and replacement for example. In column 9 identify the amount of general property tax you wish to request.

NOTE:

The general purpose of column 9 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year. ORC Section 5705.341 states in part;

"Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for the ensuing fiscal year is clearly required by a budget properly and lawfully, adopted under this chapter or by other information required per ORC 5705.281."

Property tax revenue includes real estate taxes, personal property taxes, homestead and rollback, and the personal property 10,000 exempt monies.

SCHEDULE 2

The general purpose of schedule 2 is to produce an Official Certificate of Estimated Resources for all funds.

In column 3, total estimated receipts should include all revenues plus transfers in excluding property taxes and local government revenue. All taxing authority must submit a list of all tax transfers.

SCHEDULE 3

The general purpose of schedule 3 is to provide inside/charter millage for debt service. The basic security for payment of general obligation debt is the requirement of the levy of ad valorem property taxes within the 10 mill limitation imposed by Ohio law. Ohio law requires a levy and collection of ad valorem property tax to pay debt service on general obligation debt as it becomes due, unless that debt service is paid from other sources.

SCHEDULE 4

The general purpose of schedule 4 is to provide for the proper amount of millage to cover debt service requirements on voted bond issues. Major capital improvement projects are sometimes financed through the use of voted bonds. The taxing authority seeks voter approval of general obligation bonds and of the levy of property taxes outside the indirect debt limitation in whatever amount is necessary to pay debt service on those bonds.

SCHEDULE 5

The general purpose of schedule 5 is to properly account for tax anticipation notes. See schedule 5 for more details.

DIVISION OF TAXES LEVIED

Exhibit A

(Levies Inside & Outside 10 Mill Limitation, Inclusive Of Debt Levies)

(List All Levies Of The Taxing Authority)

2024

SCHEDULE 1

I	II	III	IV	V	VI	VII	VIII	IX
Fund	Purpose	Authorized By Voters On MM/DD/YY	Levy Type	Number Of Years Levy To Run	Tax Year Begins/ Ends	Collection Year Begins/ Ends	Maximum Rate Authorized	\$ AMOUNT Requested Of Budget Commission
General Fund		-	Inside Millage				.4 Mills	\$413,000.00
Debt Service Fund		-	Inside Millage				.4 Mills	\$413,000.00
Police Pension Fund		-	Inside Millage				.8 mills	\$826,000.00
Totals								\$1,652,000.00

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Revenue	IV Other Sources Receipts	V Total Resources Available for Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
General Fund	15,000,000.00	413,000.00	48,000,000.00	63,413,000.00	58,000,000.00	5,413,000.00
Revolving Loan Fund	250,000.00		0.00	250,000.00	250,000.00	0.00
General Bond Retirement Fund	360,000.00	413,000.00	300,000.00	1,073,000.00	904,622.50	168,377.50
Police Pension Fund	150,000.00	826,000.00		976,000.00	900,000.00	76,000.00
Street Const. Maint. & Repair	2,900,000.00	0.00	750,000.00	3,650,000.00	800,000.00	2,850,000.00
State Highway	440,000.00	0.00	70,000.00	510,000.00	70,000.00	440,000.00
Mayor's Court Improvement	50,000.00	0.00	4,000.00	54,000.00	50,000.00	4,000.00
Federal Equitable Sharing	200,000.00	0.00	12,000.00	212,000.00	60,000.00	152,000.00
Law Enforcement Trust	60,000.00	0.00	3,000.00	63,000.00	45,000.00	18,000.00
Barkwood Donations	4,050.00	0.00	500.00	4,550.00	1,900.00	2,650.00
Blossom Road Street Lights	300.00	0.00	1,000.00	1,300.00	1,300.00	0.00
Zeiger Drive Street Lights	43,500.00	0.00	6,000.00	49,500.00	35,000.00	14,500.00
One Opioid	60,000.00	0.00	0.00	60,000.00	25,000.00	35,000.00
NOPEC Grant Fund	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00
ESID (Energy Special Improvement District Fund)	0.00	0.00	230,000.00	230,000.00	230,000.00	0.00
Eaton TIF Fund	5,000,000.00	0.00	4,400,000.00	9,400,000.00	6,500,000.00	2,900,000.00
OMNOVA TIF Fund	0.00		190,000.00	190,000.00	200,000.00	-10,000.00
WC Self Insurance Fund	1,500,000.00		80,000.00	1,580,000.00	80,000.00	1,500,000.00
Capital Improvement Fund	3,000,000.00		3,000,000.00	6,000,000.00	6,000,000.00	0.00
Other Trust & Agency Funds	12,000.00	0.00	10,500,000.00	10,512,000.00	10,500,000.00	12,000.00
Estimated expenditures for the General Fund include a transfer of \$4,000,000 to Capital Improvement Fund and \$500,000 to revolving Loan Fund						

UNVOTED GENERAL OBLIGATION DEBT

(Include General Obligation Debt To Be Paid From Inside/Charter Millage Only)

(Do Not Include General Obligation Debt Being Paid By Other Sources)

(Do Not Include Special Obligation Bonds & Revenue Bonds)

SCHEDULE 3

I Purpose Of Bonds Or Notes	II Date Of Issue	III Final Maturity Date	IV Principal Amount Outstanding At The Beginning Of The Calendar Year	V Amount Required To Meet Calendar Year Principal & Interest Payments	VI Amount Receivable From Other Sources To Meet Debt Payments
2017 Fire Station #2	10/12/17	12/01/42	\$6,830,000.00	\$534,962.50	
2015 Various Purpose	07/23/15	12/01/35	\$3,075,000.00	\$369,660.00	
Totals			\$9,905,000.00	\$904,622.50	

VOTED DEBT OUTSIDE 10 MILL LIMIT

(Bonds Or Notes Must Actually Be Issued In Order To Commence Collection Of Property Taxes For Debt Service)

SCHEDULE 4

I	II	III	IV	V	VI	VII
Purpose Of Notes Or Bonds	Authorized By Voters On MM/DD/YY	Date Of Issue	Final Maturity Date	Principal Amount Outstanding At The Beginning Of The Calendar Year	Amount Required To Meet Calendar Year Principal & Interest Payments	Amount Receivable From Other Sources To Meet Debt Payments

TAX ANTICIPATION NOTES

(Schools Only)

SCHEDULE 5

Tax anticipation notes are issued in anticipation of the collection of the proceeds of a property tax levy. The amount of money required to cover debt service must be deposited into a bond retirement fund, from collections and distribution of the tax levy, in the amounts and at the times required to pay those debt charges as provided in the legislation authorizing the tax anticipation notes. (ORC Section 133.24)

The appropriation to the fund which normally receives the tax levy proceeds is limited to the balance available after deducting the amounts to be applied to debt service.

After the issuance of general obligation securities or of securities to which section 133.24 of the ORC applies, the taxing authority of the subdivision shall include in its annual tax budget, and levy a property tax in a sufficient amount, with any other monies available for the purpose, to pay the debt charges on the securities payable from property tax. (ORC Section 133.25)

	Name Of Tax Anticipation Note Issue	Name Of Tax Anticipation Note Issue
Amount Required To Meet Budget Year Principal & Interest Payments:		
Principal Due		
Principal Due Date		
Interest Due		
Interest Due Date		
Interest Due		
Interest Due Date		
Total		
Name Of The Special Debt Service Fund		

Amount Of Debt Service To Be Apportioned To The Following Settlements:		
February Real		
August Real		
June Tangible		
October Tangible		
Total		
Name Of Fund To Be Charged		

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Justin Berns
FROM: Larry A. Heiser, Finance Director *LAH*
RE: Excalibur Auto Body
DATE: May 20, 2025

Approved 5/21/2025



With Resolution 25-6, Council approved continued use of Excalibur auto body for light /medium vehicle bodywork for an amount not to exceed \$25,000 in 2025. Unfortunately, city vehicles have exceeded that amount and there is a need to increase the amount by \$25,000. The excess cost this year is due to the various accidents involving Police vehicles. As reference, in 2024 the city spent \$7,293.54 with Excalibur and \$6986.14 in 2023.

I am requesting that the City of Beachwood increase the not to exceed amount for Excalibur to \$50,000.

I would like to place this on the next available Council agenda.

Please contact me with questions or concerns.

INTRODUCED BY:

RESOLUTION NO. 2025-33

A RESOLUTION AMENDING THE AUTHORIZED AMOUNT FOR VEHICLE BODYWORK AND REFINISHING SERVICES WITH EXCALIBUR AUTO BODY, INC. FOR THE CITY OF BEACHWOOD, OHIO FOR 2025 AND 2026; WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, by prior action, Council authorized the Mayor to enter into an agreement with Excalibur Auto Body, Inc. for light/medium vehicle bodywork and refinishing services for the City of Beachwood for calendar years 2025 and 2026; and

WHEREAS, the Finance Director has recommended amending the previously authorized not-to-exceed amount to reflect an increase to Seventy-Five Thousand Dollars and No/Cents (\$75,000.00) per year for 2025 and 2026 due to operational needs; and

WHEREAS, Excalibur Auto Body, Inc. has long provided these services to the satisfaction of the City and is uniquely familiar with the City's needs and standards, making it in the best interest of the City to waive competitive bidding for this contract amendment.

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

Section 1: The Mayor is hereby authorized to enter into an amended agreement with Excalibur Auto Body, Inc. to increase the authorized not-to-exceed amount for light/medium vehicle bodywork and refinishing services to Seventy-Five Thousand Dollars and No/Cents (\$75,000.00) per year for 2025 and 2026, for a total amount not to exceed One Hundred Fifty Thousand Dollars and No/Cents (\$150,000.00).

Section 2: Pursuant to Beachwood Codified Ordinance Section 121.09, competitive bidding is hereby waived for this amendment, as Excalibur Auto Body, Inc. has provided dependable and cost-effective services for many years, and it is in the best interest of the City to continue its relationship with this provider without interruption.

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

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that services can continue to be provided uninterrupted in calendar years 2025 and 2026; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2025-33

Attest: I hereby certify this legislation was duly adopted on the 16th day of June, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of June, 2025.

Clerk

Approval: I have approved this legislation this 17th day of June, 2025, and filed it with the Clerk.

Mayor

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6806 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

2971298		NEW		FX DANCE ACADEMY LLC 3637 GREEN RD STE 3A BEACHWOOD OH 44122
PERMIT NUMBER		TYPE		
ISSUE DATE				
04 30 2025				
FILING DATE				
D5				
PERMIT CLASSES				
18	022	C	E52780	
TAX DISTRICT		RECEIPT NO.		

FROM 05/13/2025

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 05/13/2025

RESPONSES MUST BE POSTMARKED NO LATER THAN.

06/13/2025

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES

C NEW 2971298

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF BEACHWOOD CITY COUNCIL
ATTN CLERK OF COUNCIL
25325 FAIRMOUNT BLVD
BEACHWOOD OHIO 44122