

# CITY OF *Beachwood*

REGULAR CITY COUNCIL MEETING MINUTES  
MONDAY, SEPTEMBER 15, 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, Mr. Smith, Ms. Stern, Ms. Taylor  
Absent – Ms. Shoykhet,  
Others Present - Mayor Berns, Mr. Arrietta, Ms. Bieterman, Police Chief Grispino,  
Mr. Heiser, Fire Chief Holtzman, Mr. Hunt, Mr. Lombardi, Mr. Roenigk, Mr. Rose,  
Ms. Rutkowski, Mr. Smerigan, 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>)

Chad Salahsholdr  
Mr. Salahsholdr made remarks.

Alan Erenrich  
Mr. Erenrich made remarks.

Deborah Erenrich  
Ms. Erenrich made remarks.

Bryan Zabell  
Mr. Zabell made remarks.

**Motion to allow Mr. Zabell's remarks to extend beyond three minutes**  
**Moved by: J. Taylor, Seconded by: J. Mintz**

3. Reports

**a. Mayor**

Mayor Berns reminded the community about the upcoming Fall Fest event and shared information regarding the redesign of the Police Department vehicles, noting their upcoming debut to the community. He also expressed his support for a Resolution on the evening's agenda to rename City Park West in honor of former Mayor Merle S. Gorden.

**b. Council Members (non-agenda items)**

Councilwoman Stern thanked law enforcement for their efforts in maintaining safety during several recent large community events and expressed her appreciation for the coordinated efforts of all safety forces.

**c. Department Directors**

Mr. Arrietta reported that the Northeast Ohio Regional Sewer District (NEORSO) has released its 2026 MCIP awards, and the City of Beachwood will receive \$278,000 in funding for the Bryden Road sanitary and storm improvements project.

Police Chief Grispino discussed the redesign of the graphics for the Police Department vehicles, highlighting the effort to modernize the department and strengthen its branding.

Fire Chief Holtzman thanked the Civil Service Committee and the Civil Service Coordinator for their time and effort during last week's interviews and spoke about the new fire truck included on the evening's agenda.

Mr. Roenigk provided updates on the Fuchs Mizrahi expansion project, upcoming software training, testing processes, and ongoing simulations.

Ms. Turick shared information with residents regarding the Fairmount Temple project.

Ms. Bieterman presented an Economic Development update and reviewed related agenda items.

Mr. Rose provided an update on Shred Day and thanked several City employees for their assistance with the event.



## Consent Agenda

Approval of Minutes:

**Regular Council Meeting held on September 2, 2025**

**Committee of the Whole Meeting held on September 8, 2025**

## Ordinances

### **1. 2025-31**

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

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

#### **Voice Vote**

#### **On the Suspension:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

#### **Voice Vote**

#### **On the Adoption:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

## Old Business (Regular Agenda)

### Ordinances

#### **1. 2025-5**

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

**Placed on First Reading and Referred to the Planning & Zoning Commission: February 3, 2025**

**Report and recommendation back to Council from Planning & Zoning Commission:**

**May 29, 2025**

**Placed on Second Reading and Referred to Public Hearing: June 14, 2025**

**Public Hearing held on: September 2, 2025**

**Placed on Third and Final Reading and Adopted as Amended: September 15, 2025**

This Ordinance was first introduced by Mr. Isaacson. Council then discussed the proposed Ordinance, after which a Motion was made by Mr. Mintz and seconded by Ms. Taylor to amend the Ordinance by removing Section 1113.009. The Motion to amend was adopted.

A Motion was then made to adopt the Ordinance as amended.

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

#### **Voice Vote**

#### **On the Amendment:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

#### **Voice Vote**

#### **On the Adoption as Amended:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

PLACED ON THIRD AND FINAL  
READING - MOTION ADOPTED

**2. 2025-18**

An Ordinance Amending the City of Beachwood, Ohio Planning and Zoning Code by Amending Beachwood Codified Ordinance Section 1107.01 titled "Amendment Procedures"

**Placed on First Reading and Referred to the Planning & Zoning Commission: May 5, 2025**  
**Report and recommendation back to Council from Planning & Zoning Commission**  
**June 26, 2025**

**Placed on Second Reading and Referred to Public Hearing: July 14, 2025**

**Public Hearing held on: September 2, 2025**

**Place on Third and Final Reading and Adopted: September 15, 2025**

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

**Voice Vote**

**On the Adoption:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

PLACED ON THIRD AND FINAL  
READING - MOTION ADOPTED

**3. 2025-25**

An Ordinance Amending Various Sections of the City of Beachwood, Ohio Building Code; and declaring this to be an urgent measure

**Placed on First Reading and referred to a Council Committee for study and recommendation:**  
**July 14, 2025**

**Committee of the Whole Meeting held on: September 8, 2025**

**Placed on Final Reading: September 15, 2025**

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

**Voice Vote**

**On the Adoption:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

PLACED ON THIRD AND FINAL  
READING - MOTION ADOPTED

## New Business (Regular Agenda)

### Ordinances

#### **1. 2025-32**

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:  
September 15, 2025**

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

#### **Voice Vote**

#### **On the Adoption:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
PLACED ON FIRST  
READING AND  
REFERRED TO THE  
PLANNING AND  
ZONING  
COMMISSION -  
MOTION ADOPTED

#### **2. 2025-33**

An Ordinance authorizing a Beachwood Economic Impact Program Forgivable Loan Agreement with 911 Cellular, LLC to stimulate Economic Development, Support Small Business, Promote Business Attraction and Expansion, and Support New Employment Opportunities, Business Growth, Commercial Revitalization and Sustainability in the City of Beachwood

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

#### **Voice Vote**

#### **On the Suspension:**

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

#### **Voice Vote**

#### **On the Adoption:**

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

**3. 2025-34**

An Ordinance authorizing a Beachwood Economic Impact Program Forgivable Loan Agreement with Surgical Theater, Inc. to stimulate Economic Development, Support Small Business, Promote Business Retention and Expansion, and Support New Employment Opportunities, Business Growth, Commercial Revitalization and Sustainability in the City of Beachwood

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

**Voice Vote**

**On the Suspension:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

## Resolutions

### 1. 2025-43

A Resolution renaming City Park West as “Gorden Gateway Park” in Honor of former Mayor Merle S. Gorden; and declaring this to be an urgent measure

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

#### Voice Vote

#### On the Suspension:

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

#### Voice Vote

#### On the Adoption:

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

### 2. 2025-44

A Resolution excusing the absence of Councilwoman June E. Taylor from the September 2, 2025 Meeting; and declaring this to be an urgent measure

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

#### Voice Vote

#### On the Suspension:

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

#### Voice Vote

#### On the Adoption:

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



**3. 2025-45**

A Resolution the Mayor to enter into a Renewal Agreement with Public Entities Pool of Ohio (PEP), and authorizing payment for Liability Insurance Coverage for the term of October 1, 2025 through September 30, 2026; and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

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

**Voice Vote**

**On the Adoption:**

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

**4. 2025-46**

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

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

**Voice Vote**

**On the Suspension:**

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

**Voice Vote**

**On the Adoption:**

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

**5. 2025-47**

A Resolution authorizing the Mayor to enter into an Agreement with Stryker ProCare Services to provide Maintenance, Inspection, and Preventative Services for certain Power Load Cots, Power Systems, and Stair Chairs, for the City of Beachwood, Ohio Fire & Rescue Department from January 1, 2026 through December 31, 2029, waiving competitive bidding; and declaring this to be an urgent measure

Moved by: J. Mintz, Seconded by: P. Smith

**Voice Vote**

**On the Suspension:**

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

**Voice Vote**

**On the Adoption:**

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

**6. 2025-48**

A Resolution authorizing the Mayor to purchase one (1) Pierce Fire Engine for the City of Beachwood, Ohio Fire & Rescue Department from Atlantic Emergency Solutions, Inc., under the Sourcewell Cooperative Purchasing Program, waiving competitive bidding; and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

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

**Voice Vote**

**On the Adoption:**

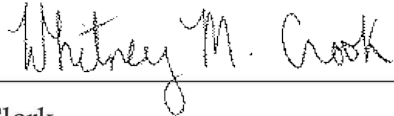
Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Any other matters coming before City Council**

**Adjournment**

Adjourn to the next Regular City Council Meeting at 8:20 PM

Approved:



Clerk



Mayor

Next Regular Council Meeting will be held on: Monday, October 20, 2025 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit:  
[www.BeachwoodOhio.com](http://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**

\*\*\*\*\*

**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:

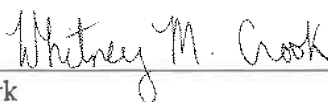
| <u>For Supplies and Services</u> | <u>September 15th, 2025</u> | <u>\$</u> | <u>2,257.40</u> |
|----------------------------------|-----------------------------|-----------|-----------------|
| Code Consultation                | Plan Review Services        | \$        | 906.25          |
| Perspectus                       | Professional Services       | \$        | 1,351.15        |

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 15th of September 2025 and presented to the Mayor.

  
Clerk

Approval: I have approved this legislation this 16th day of September 2025 and filed it with the Clerk.

  
Mayor

RECEIVED

SEP 02 2025

FINANCE DEPT

September 1, 2025

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

**RE: Building Department Plan Review**

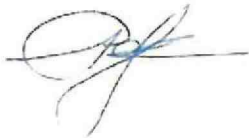
INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of August 2025 \$906.25  
(See attached sheet for breakdown)

**Total amount due**

**Nine Hundred Six Dollars and Twenty-five Cents** **\$906.25**

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



Paul Kowalczyk, MPE #798

APPROVED FOR PAYMENT

BY:

DATE:

P/O:

9-2-25

2025-00054

**City of Beachwood  
Plan Examination Services  
August 2025 Invoice**

| Beachwood<br>Plan Review<br>No.: | PK Plan<br>Review<br>No.: | Project:                                                                                                 | Time:             | Charge:         |
|----------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------|-------------------|-----------------|
| 2025-01503                       | BW25-09.2<br>8/1/25       | Funshi<br>2101 Richmond Road<br>Interior Alterations – <b>Revision 1</b>                                 | 30 min.           | \$62.50         |
| 2025-02847                       | BW25-23.1<br>8/9/25       | Fuchs Mizrahi School Expansion<br>26600 Shaker Blvd.<br>Fire Alarm System – <b>Plan Review Response</b>  | 1 hour            | \$125.00        |
| 2025-03578                       | BW25-16.3<br>8/9/25       | Statement Nail & Wax Lounge<br>3365 Richmond Road<br>Interior Alterations – <b>Revision 3</b>            | 30 min.           | \$62.50         |
| 2025-00887                       | BW25-07.2<br>8/10/25      | Cleveland Clinic<br>3050 Science Park Drive<br>NI East Side Hub Interior Alterations – <b>Bulletin 4</b> | 1 hour            | \$125.00        |
| 2025-00887                       | BW25-07.3<br>8/19/25      | Cleveland Clinic<br>3050 Science Park Drive<br>NI East Side Hub Interior Alterations – <b>Bulletin 1</b> | 1 hour<br>15 min. | \$156.25        |
| 2025-01503                       | BW25-09.3<br>8/26/25      | Funshi<br>2101 Richmond Road<br>Interior Alterations – <b>Revision 2</b>                                 | 30 min.           | \$62.50         |
| 2025-01503                       | BW25-26<br>8/26/25        | Funshi<br>2101 Richmond Road<br>Kitchen Hood Suppression System                                          | 1 hour            | \$125.00        |
| 2025-04635                       | BW25-27<br>8/28/25        | Cleveland Clinic FHC Wellness Relocation<br>26900 Cedar Road<br>Fire Sprinkler System alterations        | 45 min.           | \$93.75         |
| 2025-05098                       | BW25-28<br>8/28/25        | Raymond James<br>3300 Enterprise Parkway, Suite 200<br>Fire Alarm System Alterations                     | 45 min.           | \$93.75         |
| <b>Total:</b>                    |                           |                                                                                                          |                   | <b>\$906.25</b> |

Paul Kowalczyk, MPE #798

# PERSPECTUS

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

APPROVED  
*Christopher Arrietta*  
CHRISTOPHER ARRIETTA  
PUBLIC WORKS DIRECTOR  
9-2-25  
DATE  
CITY OF BEACHWOOD

RECEIVED  
SEP 02 2025  
FINANCE DEPT

City of Beachwood  
Accounts Payable  
25325 Fairmount Boulevard  
Beachwood, OH 44122

Invoice number 22664  
Date 08/15/2025

Project 24135 CITY OF BEACHWOOD - CITY  
HALL GLAZING REPLACEMENT

Professional Services through 07/31/2025

| Description                         | Contract Amount | Percent Complete | Prior Billed | Total Billed | Remaining | Current Billed |
|-------------------------------------|-----------------|------------------|--------------|--------------|-----------|----------------|
| <b>Basic Services</b>               |                 |                  |              |              |           |                |
| Schematic Design/Design Development | 5,250.00        | 100.00           | 5,250.00     | 5,250.00     | 0.00      | 0.00           |
| Construction Documents              | 5,125.00        | 100.00           | 5,125.00     | 5,125.00     | 0.00      | 0.00           |
| Bidding/Construction Phase Services | 5,125.00        | 25.00            | 0.00         | 1,281.25     | 3,843.75  | 1,281.25       |
| Subtotal                            | 15,500.00       | 75.20            | 10,375.00    | 11,656.25    | 3,843.75  | 1,281.25       |
| Total                               | 15,500.00       | 75.20            | 10,375.00    | 11,656.25    | 3,843.75  | 1,281.25       |

## Reimbursable Expenses

### Reimbursables

|                 | Date       | Units | Cost Rate | Cost Amount    | Multiplier | Rate | Billed Amount |
|-----------------|------------|-------|-----------|----------------|------------|------|---------------|
| <b>Mileage</b>  |            |       |           |                |            |      |               |
|                 | 07/24/2025 | 24.00 | 0.70      | 16.80          |            | 0.70 | 16.80         |
|                 | 07/31/2025 | 24.00 | 0.70      | 16.80          |            | 0.70 | 16.80         |
| <b>Printing</b> |            |       |           |                |            |      |               |
|                 | 07/31/2025 |       |           | 33.00          | 1.10       |      | 36.30         |
|                 |            |       |           | Phase subtotal |            |      | 69.90         |

Invoice total **1,351.15**

## Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current  | Over 30  | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|----------|----------|---------|---------|----------|
| 22544          | 07/07/2025   | 1,115.40    |          | 1,115.40 |         |         |          |
| 22664          | 08/15/2025   | 1,351.15    | 1,351.15 |          |         |         |          |
| Total          |              | 2,466.55    | 1,351.15 | 1,115.40 | 0.00    | 0.00    | 0.00     |

# Invoiced printing for 24135 City of Beachwood - City Hall Glazing Replacement

Jun 1, 2025 to Jun 30, 2025.

| Paper Size                                                                    | Duplex  | Color Pages | Grayscale Pages | Total Printed Pages | Jobs | Cost    |
|-------------------------------------------------------------------------------|---------|-------------|-----------------|---------------------|------|---------|
| Account: 24135 City of Beachwood - City Hall Glazing Replacement              |         |             |                 |                     |      |         |
| 30X42 (INCH30X42)                                                             | Simplex | 0           | 5               | 5                   | 5    | \$22.00 |
| Totals for account "24135 City of Beachwood - City Hall Glazing Replacement": |         | 0           | 7               | 7                   | 7    | \$33.00 |
| Totals:                                                                       |         | 0           | 7               | 7                   | 7    | \$33.00 |



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

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

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

WHEREAS, on February 3, 2025, Council placed the amendment request on first reading and referred it to the Planning and Zoning Commission for study, report, and recommendation in accordance with BCO 1107.01;

WHEREAS, following the Commission's report and recommendation, Council placed the proposed rezoning on second reading and scheduled a public hearing to occur after the required 30-day notice period;

WHEREAS, a duly advertised public hearing was held on September 2, 2025, at Beachwood City Hall, Council Chambers;

WHEREAS, this Ordinance shall be read by Council on three separate occasions, and Council now recommends approval of the amendments.

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

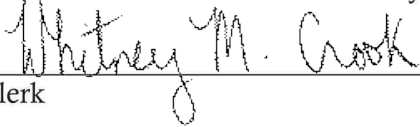
Section 1: The Council of the City of Beachwood, having received the recommendation from the City Planner and Building Commissioner for amendments to the City's Planning and Zoning Code, the details of which are attached hereto and incorporated herein as Exhibit "A", hereby places this item on third reading and approves the requested amendments to the City of Beachwood Planning and Zoning Code.

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.

**AMENDED** ORDINANCE NO. 2025-5

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 15<sup>th</sup> day of September, 2025 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of September, 2025.

  
Clerk

Approval: I have approved this legislation on this 16<sup>th</sup> day of September, 2025. and filed it with the Clerk.

  
Mayor

Placed on First Reading and Referred to the Planning & Zoning Commission: February 3, 2025 Report and recommendation back to Council from Planning & Zoning Commission: May 29, 2025  
Placed on Second Reading and Referred to Public Hearing: June 14, 2025  
Public Hearing held on: September 2, 2025  
Place on Third and Final Reading and Adopted as Amended: September 15, 2025

## **CHAPTER 153**

### **ARCHITECTURAL BOARD OF REVIEW**

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

#### **CROSS REFERENCES**

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

#### **153.01 ESTABLISHED.**

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

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

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

#### **153.02 QUALIFICATIONS OF MEMBERS.**

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

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

### **153.03        CONFLICT OF INTEREST.**

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

### **153.04        ORGANIZATION.**

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

### **153.05        QUORUM.**

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

### **153.06        PURPOSE.**

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

### **153.07        REVIEW AND APPROVAL REQUIRED.**

Each application for a building permit for:

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

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

#### **153.08        ACCESSORY STRUCTURES.**

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

#### **153.09        APPEALS.**

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

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

**1101.08 BUILDING HEIGHT.**

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

## **CHAPTER 1113**

### **U-1 SINGLE-FAMILY RESIDENTIAL DISTRICT**

- 1113.01 Permitted Uses.
- 1113.02 Accessory Uses.
- 1113.03 Lot Area Per Dwelling Unit
- 1113.04 Lot Width
- 1113.05 Lot Depth
- 1113.06 Building Setback Line.
- 1113.07 Side Yards
- 1113.08 Rear Yards
- 1113.09 House Size.
- 1113.10 Projections into and uses of required yards.
- 1113.11 Maximum Height.
- 1113.12 Frontage Required
- 1113.13 Landscaping
- 1113.14 Driveways
- 1113.15 Fences
- 1113.16 Cluster Development Alternate.

#### **1113.01 PERMITTED USES.**

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

#### **1113.02 ACCESSORY USES.**

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

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

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

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

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

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

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

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

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

#### 1113.03 LOT AREA PER DWELLING UNIT.

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

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

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

#### 1113.04 LOT WIDTH.



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

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

#### 1113.05 LOT DEPTH.

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

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

#### 1113.06 BUILDING SETBACK LINE.

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

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

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

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

#### 1113.07 SIDE YARDS.

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

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

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

#### 1113.08 REAR YARDS.

- (a) In a Class U-1 District, every building erected shall have a rear yard. The least dimension of such rear yard shall be thirty percent (30%) of the average depth of the lot, but such least dimension need not be more than forty feet (40').
- (b) Decks and similar unenclosed structures, or portions thereof, shall have a minimum rear setback equal to twenty percent (20%) of the average depth of the lot. Decks shall have a minimum side yard setback of five (5) feet.
- (c) Twenty percent (20%) of the area of the rear yard may be occupied by a one-story accessory building not more than fifteen feet (15') in height. Accessory buildings on interior lots shall be located a minimum of five feet (5') from the side and rear lot lines.
- (d) On a corner lot the rear line of which is identical with the side line of an interior lot, no accessory building, if detached from the main building, shall be erected within twenty-five feet (25') of any street line or within ten feet (10') of the rear lot line.

#### 1113.09 HOUSE SIZE.

- (a) Purpose and Intent. House size regulations are established to insure long-term compatibility within neighborhoods, preserve and protect residential property values, balance the size and bulk of housing with available lot area, avoid over building of residential lots, and provide appropriate housing opportunities within the City.
- (b) Minimum Floor Area. Each house shall have a minimum gross floor area excluding basements, as defined in Section 1101.05, and garages based upon the Area District in which it is located as set forth herein:

A-1 Area Districts      2,400 Square Feet

A-2 Area Districts      1,800 Square Feet

#### 1113.10      PROJECTIONS INTO AND USES OF REQUIRED YARDS.

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

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

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

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

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

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

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

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

#### 1113.11      MAXIMUM HEIGHT.

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

1113.12 LANDSCAPING.

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

(b) Shade Tree Planting. Any owner or builder of a house which is constructed and erected within the City shall deposit two hundred fifty dollars (\$250.00) per tree with the Public Works Department to cover all expenses for the planting of shade trees on the tree lawn abutting such house or other building. One shade tree shall be planted for each forty feet (40') of frontage, depending on the tree lawn and type of tree to be planted, as determined by the Public Works Director. Corner lots require trees on both streets. A minimum of one (1) shade tree shall be planted for each house or other building, regardless of the frontage of the lot. The Building Commissioner shall not issue a building permit to any person until this deposit has been filed.

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

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

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

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

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

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

building permit until the cost for such emergency improvements is reimbursed to the City and/or it may assess such costs against the property.

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

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

#### 1113.13 FRONTAGE REQUIRED.

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

#### 1113.14 DRIVEWAYS.

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

#### 1113.15 FENCES.

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

1113.16 CLUSTER DEVELOPMENT ALTERNATE.

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

## **CHAPTER 1146**

### **FENCES**

- 1146.01 Definitions.
- 1146.02 Fences.
- 1146.99 Violations and penalties.

#### **1146.01      DEFINITIONS.**

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

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

#### **1146.02      FENCES.**

- (a) Permitted Materials: Fences shall be constructed of wood, steel, aluminum, or PVC (polyvinyl chloride), formulated to resist impact and approved for ultraviolet stabilization, meeting requirements of ASTM D638. All fencing shall be structurally able to withstand weather conditions.
- (b) Fences Permitted In U-1, U-2A, U-3, U-3C, and U-3A Use Districts: Fences are permitted on property zoned Class U-1, U-2A, U-3, U-3C, and U-3A according to the following regulations:

- (1) Along side and rear lot lines, but not greater than six feet (6') in height where abutting land is zoned Class U-1, U-2A, U-3, U3-C or U-3A.
  - (2) Along side and rear lot lines, but not greater than eight feet (8') in height where the abutting land is zoned in any non-residential Use District.
  - (3) Within the rear yard, but not greater than six feet (6') in height.
  - (4) Ornamental fences within front yards provided that:
    - A. No ornamental fence shall exceed four (4) feet any area of a required front yard.
    - B. An ornamental fence shall not be located closer to any side lot line than the foundation wall on that side of the house.
    - C. No ornamental fence shall be erected closer than ten feet (10') from the front property line.
  - (5) Fences in the street side yard of corner lots, but not greater than six (6) feet in height or closer than twelve (12) feet from the right-of-way line.
- (c) Fences Permitted in Non-Residential Use Districts:
- (1) Along side and rear lot lines, but not greater than eight feet (8') in height.
  - (2) Within the rear yard, but not greater than eight feet (8') in height.
  - (3) Within front yard setbacks only as specifically authorized by the Commission.
- (d) Prohibited Fences: The following fences are prohibited in the City:
- (1) Wire fences constructed of material less than #11 AWG.
  - (2) Barbed wire fences.
  - (3) Fences charged with electricity.
  - (4) Fences forward of the required front yard setback, except for ornamental fences as regulated in subsection (b)(4) hereof or within non-residential districts as provided in subsection (c)(3) hereof.
  - (5) Snow fences greater than four feet (4') in height or used during the months of April through and including October.
  - (6) Fences not specifically permitted by this Chapter.
  - (7) Fences not having a uniform color, material and design except as specifically authorized by the Building Commissioner.
- (e) Construction Or Replacement; Permit Required: Before constructing or replacing any fence, except a snow fence or garden fences that enclose an area of less than two hundred (200) square feet, the owner shall apply for and be issued a permit by the Building Commissioner. Fences for land zoned other than Class U-1 Single-Family District shall also require the approval of the Planning and Zoning Commission.
- (f) Maintenance Of Fences: Fences shall be maintained with the same standards required of new fences, and the owner shall:
- (1) Replace or repair any part that is rusted or rotted.
  - (2) Re-paint or re-stain any part where the paint or stain is faded, cracked or peeling.
  - (3) Repair or replace any part that is loose, bent, bowed or leaning.
- (g) Nonconforming Fences: A nonconforming fence is defined as a fence which was constructed prior to the enactment of legislation regulating fences. Nonconforming fences shall be repaired and maintained, and shall be replaced with conforming fences if more than fifty percent (50%) of any such fence requires replacement, is destroyed or removed.



(h) Fences shall be designed, constructed and maintained so that the finished side faces the neighbor or the structure is equally attractive from the side of the adjoining property owner. (i) Fences may be placed adjacent to the property line, but shall not be placed on the property line.

#### **1146.99 VIOLATIONS AND PENALTIES.**

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

**CORRECT SECTIONS 1155.02 CHILD DAY CARE CENTERS AND  
SECTION 1155.03 ADULT DAY CARE CENTERS TO READ AS  
FOLLOWS:**

**1155.02 CHILD DAY CARE CENTERS.**

- (a) Permitted Uses; Compliance with Code and Building Code. A child day care center shall be permitted in Class U-5, U-7A, U-8, U-8A, U-9 and U-10 Districts, provided that it is in compliance with the following regulations, in addition to all other applicable requirements of this Code and the Building Code.
- (b) Definitions. The definitions provided in Ohio R.C. 5104.01, as now adopted or as amended, are incorporated by reference herein.
- (c) Submission of Applications; Transfer of Ownership.
  - (1) Application for approval to locate a child day care center shall be made to the Building Commissioner by the owner of the building where the proposed use will be located, or such owner's agent. This application may request preliminary approval subject to approval of the location by a State agency within one year. If preliminary approval is granted, an application for final approval will be considered after the final approval by a State agency.
  - (2) Approval, when granted, is not transferable to another entity without approval from the City.
  - (3) If a child day care center is sold or transferred, the new owner must apply for new approval. The new owner may operate the child day care center for up to ninety days while the new permit application is pending. A new owner shall be approved if such person meets all requirements of this Code and these Codified Ordinances.
- (d) State Approval and Licensing.
  - (1) The child day care center shall have and continue to have a valid license from an agency of the State of Ohio to operate at such location, and it shall operate at all times in compliance with all applicable laws of the City, the State, the United States and any regulatory agencies of both the State and Federal Governments.
  - (2) The owner shall file with the Building Commissioner copies of documents showing State approval and licensing, and any notice of inspection, findings of violations and plans for correction sent by the State agency and responded to by the child day care center shall be made available to any City inspector upon request.
- (e) Building Requirements.
  - (1) The use shall be located only in a one-story building with at least two exits from the child day care center directly to the outside of such building.
  - (2) The building must contain a sprinkler system approved by the Fire and Rescue Department.
  - (3) Male and female rest rooms shall be provided within and for the exclusive use of the child day care center, with sufficient facilities as determined by the Building Commissioner.
- (f) Site Development Plans. The Site Development Plan shall show:
  - (1) Any outdoor playground, with fences, curbs and locations for child playground equipment.
  - (2) Drop-off and pick-up areas for the children, with room provided for standing, loading and unloading automobiles.
  - (3) Off-street parking, which shall be one (1) space per required staff

employee, plus one space for every twenty (20) children, measured at maximum occupancy under State law.

- (g) Prohibited Employees. No person shall be employed in a child day care center who is prohibited from employment in a day care center or home as provided for in Ohio R.C. 5104.09.
- (h) Operation.
  - (1) A child day care center must be operated in such a manner as to restrain loud noise, yelling or other conduct that will affect other tenants in the same or a neighboring building, and to protect the children.
  - (2) The outdoor area must be protected from vehicles, noise, smoke, vibration, odor, toxic or noxious fumes, or other hazards which threaten the health, safety and general welfare of the children. The Building Commissioner may request assistance in this regard from the City doctor or others.
  - (3) Any incident or circumstance which threatens the health, safety and general welfare of the children shall be immediately reported to the City Building Department.
  - (4) No child day care center shall permit any person to smoke in any indoor or outdoor space that is part of the center. This prohibition shall be posted in a conspicuous place at the main entrance of the center.

#### 1155.03 ADULT DAY CARE CENTERS.

- (a) Definitions.
  - (1) "Adult Day Care Center" means a building or portion of a building in which an Adult Day Care Program is conducted for any part of a day and the program that is conducted in that building or portion of a building.
  - (2) "Adult Day Care Program" means a program designed to provide personal care and/or Skilled Nursing Care services to two or more adults for a fee by persons other than their guardians, custodians or relatives by blood or marriage, for any part of but less than twenty-four (24) hours a day in a place other than the adult's own home.
  - (3) "Personal Care Services" means services, other than Skilled Nursing Care, to assist in the daily care of the participant, including but not limited to a variety of health, social and related support services.
  - (4) "Skilled Nursing Care" means procedures that require technical skills and knowledge beyond those the untrained person possesses, and that are commonly employed in providing for the physical, mental and emotional needs of the elderly, ill, functionally impaired, or otherwise incapacitated adult.
- (b) Permitted Uses; Compliance with Code and Building Code. An Adult Day Care Center shall be permitted in Class U-5, U-7A, U-8, U-8A, U-9 and U-10 Districts, provided that it is in compliance with the following regulations, in addition to all other applicable requirements of this Code and the Building Code. However, where a nursing home is already on site, any related Adult Day Care Center shall be considered a compatible and accessory use without reference to the standards herein.
- (c) Submission of Applications; Transfer of Ownership.
  - (1) Application for approval to locate an Adult Day Care Center shall be made to the Building Commissioner by the owner of the building where the proposed use will be located, or such owner's agent.
  - (2) Approval for an Occupancy Permit shall be issued to the person who

is the owner/operator of the Adult Day Care Center and is not transferable without the approval of the City.

- (3) If an Adult Day Care Center is sold or transferred, the new owner/operator must apply for new approval. The new owner/operator may operate the Adult Day Care Center for up to ninety (90) days while the new permit application is pending. A new owner/operator will be approved only if such person meets all requirements of this Code and these Codified Ordinances.

(d) Compliance with Laws.

- (1) The Adult Day Care Center shall operate at all times in compliance with all applicable laws of the City, the State, the United States and any applicable regulatory agencies of both the State and Federal Governments.
- (2) The owner/operator of the Adult Day Care Center shall file with the Building Commissioner copies of documents showing any notice of inspection, findings of violations or plans for correction sent by any governmental agency and responded to by the Adult Day Care Center, which shall be made available to any City inspector upon request.
- (3) The Adult Day Care Center shall conform to all State rules, regulations, standards and laws governing or applying to such institutions, which are incorporated by reference herein.

(e) Building and Facility Requirements.

- (1) The use shall be located in a one-story building or on the first floor of a multi-story building, and in either instance shall contain at least two (2) exits from the Adult Day Care Center directly to the outside of such building. There shall be no ingress or egress to or from the lobby area of the building.
- (2) The building must contain a fire sprinkler system installed in accordance with 4101:2-9 OBBC, approved by the Fire and Rescue and Building Departments.
- (3) Male and female rest rooms shall be provided within and for the exclusive use of the Adult Day Care Center, with sufficient facilities as determined by the Building Commissioner. Each rest room will meet handicap requirements as defined in the OBBC.
  - Toilet rooms shall conform to the following:
    - A. Separate toilet facilities are required for each sex.
    - B. One (1) water closet for every eight persons with a minimum of two (2) water closets in every toilet room.
    - C. A minimum of one (1) urinal shall be provided for each male toilet room; thereafter, urinals may be substituted for one-half (.5) of the required number of water closets.
    - D. One (1) lavatory shall be provided for each two (2) sanitary fixtures (water closet or urinal), but a minimum of one (1) lavatory shall be provided in each toilet room.
    - E. Twenty-four inches (24") of wash sink or eighteen inches (18") of circular basin shall be considered as one (1) lavatory.
- (4) One drinking fountain shall be provided for each fifty (50) persons or less.
- (5) The facility shall be accessible to people with disabilities and shall meet all applicable State and Federal guidelines regarding same.
- (6) Sound transmission shall be controlled and appropriate sound-proof walls shall be inserted between the facility and facilities containing other tenants in the building. Walls, partitions and floor/ceiling assemblies separating the Adult Day Care Center from other tenants

in the building or from public or service areas shall have a sound transmission class (STC) of not less than forty-five (45) for airborne noise when tested in accordance with ASTM E90 listed in Chapter 35.

- (7) A covering to protect participants from inclement weather shall be provided over one (1) outside entrance.
- (8) Sufficient kitchen and dining areas shall be provided for the facility's specified requirements and programs.
- (9) There shall be a fire alarm protective signaling system and automatic fire detection system serving the Adult Day Care Center, to be approved by the City's Building and Fire and Rescue Departments. In addition, there shall be an approved security alarm internally on all exit doors to notify staff of someone leaving the facility.
- (10) There shall be slip resistant surfaces on all stairs and ramps.
- (f) Site Development Plans. The Site Development Plan shall show:
  - (1) Drop-off and pick-up areas for the participants, with sufficient space provided for standing, loading and unloading automobiles and accommodations for wheelchairs.
  - (2) Off-street parking, which shall consist of one (1) parking space for every two hundred (200) square feet of space in the Adult Day Care Center, but in any event there shall be a minimum of ten (10) parking spaces.
- (g) Prohibited Employees. No person shall be employed in an Adult Day Care Center who would be prohibited from employment in a day care center or home as provided for in the requirements of Ohio R.C. 5104.09 which applies to child day care centers.
- (h) Operation.
  - (1) An Adult Day Care Center must be operated in such a manner as to restrain loud noise, yelling or other conduct that will affect other tenants in the same or a neighboring building, and to protect the participants.
  - (2) Any outdoor area specifically affiliated with or utilized by the Adult Day Care Center must be protected from vehicles (other than routine drop-off and pickup), noise, smoke, vibration, odor, toxic or noxious fumes or other hazards which threaten the health, safety and general welfare of the participants. The Building Commissioner may request assistance in this regard from the City Doctor or others.
  - (3) Any incident or circumstance which threatens the health, safety or general welfare of the participants shall be immediately reported to the Safety Director of the City.
  - (4) At least one (1) registered or licensed nurse shall be on staff and present in the center at all times.
  - (5) There shall be a minimum of direct care staff to participant ratio of one (1) to eight (8) or better, depending upon the degree of impairment of the participants.
  - (6) Every Adult Day Care Center shall require criminal records checks of its applicants for employment to be conducted through the Beachwood Police Department, in the same manner provided for child day care centers under the Ohio Revised Code Section 5104.012. The cost of such checks shall be reimbursed to the City by the adult day care center. The results shall be governed by subsection (h) hereof.
  - (7) No Adult Day Care Center shall permit any person to smoke in any indoor space that is part of the center; provided, however that smoking by visitors, employees and participants may be permitted in a designated, enclosed area which is separately ventilated to the

outside. This prohibition shall be posted in a conspicuous place at the main entrance of the center.

AN ORDINANCE AMENDING THE CITY OF BEACHWOOD PLANNING AND ZONING CODE BY AMENDING CODIFIED ORDINANCE SECTION 1107.01 TITLED “AMENDMENT PROCEDURES”

WHEREAS, the City administration has requested amendments to the City of Beachwood Planning and Zoning Code Section 1107.01;

WHEREAS, on May 5, 2025, Council placed the amendment request on first reading and referred it to the Planning and Zoning Commission for study, report, and recommendation in accordance with Beachwood Codified Ordinance Section 1107.01;

WHEREAS, the Planning and Zoning Commission reviewed the request on June 26, 2025, and recommended that Council grant the requested amendment;

WHEREAS, following the Commission’s report, Council placed the proposed rezoning on second reading and scheduled a public hearing to occur after the required 30-day notice period;

WHEREAS, a duly advertised public hearing was held on September 2, 2025, at Beachwood City Hall, Council Chambers;

WHEREAS, this Ordinance shall be read by Council on three separate occasions, and Council now recommends approval of the rezoning request.

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

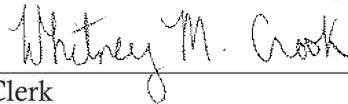
Section 1: The Council of the City of Beachwood, having received a request to amend the City’s Planning and Zoning Code, the details of which are attached hereto and incorporated herein as Exhibit “A”, hereby approves the requested amendments to the City of Beachwood Planning and Zoning Code Section 1107.01.

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.

**AMENDED** ORDINANCE NO. 2025-18

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 this 15<sup>th</sup> day of September, 2025 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on this 16<sup>th</sup> day of September, 2025.

  
Clerk

Approval: I have approved this legislation this 16<sup>th</sup> day of September, 2025 and filed it with the Clerk.

  
Mayor

**Placed on First Reading and Referred to the Planning & Zoning Commission: May 5, 2025**  
**Report and recommendation back to Council from Planning & Zoning Commission: June 26, 2025**  
**Placed on Second Reading and Referred to Public Hearing: July 14, 2025**  
**Public Hearing held on: September 2, 2025**  
**Placed on Third and Final Reading and Adopted: September 15, 2025**



## EXHIBIT "A"

### **1107.01 Amendment procedure.**

Council may amend the zoning regulations and rezone property within the City on its own motion, or at the request of a property owner or owner's agent, with the following procedure.

Every proposed amendment shall be submitted to the Council first for its **initial** consideration. Proposed amendments, prior to adoption, shall be referred to the Commission for a report and recommendation. Upon receipt of the report and recommendation of the Commission, the Council shall conduct a public hearing. **Public notice of the hearing shall be published on the City's official website and on the City's official social media pages and electronic changeable copy sign for a period of not less than thirty (30) days prior to the date of the hearing. which shall have been advertised in a newspaper of general circulation within the City for a period of not less than thirty (30) days.**

**In addition, in the situation of a proposed amendment to the Zone Map designation of a zoning district to be applied to a parcel or parcels, written notice of the public hearing shall be delivered to all Adjoining Property owners, as defined herein, by a nationally recognized delivery service or by hand-delivery, with delivery made no less than ten (10) days prior to the public hearing date.**

The Council may refer a proposed amendment to a committee of Council for further study at any time prior to adoption.

The Council may declare a moratorium for a period not to exceed one hundred twenty (120) days if it finds and determines the necessity of preventing applications for site development plan approval to the Commission, or applications for building permits to the Building Commissioner, during a period when amendments to the Code are being reviewed by the Council and legislation is pending to amend the Code, in order to prevent the vesting of property owners' rights during the limited period of time when such legislation is being considered.

**For the purposes of this section, "Adjoining Property" means any parcel of land that shares a common property line with the subject parcel or parcels of a Zone Map amendment, including parcels located within the width of the subject property of the front property line across a public or private street, alley, or right-of-way from the subject property, except for parcels located across Interstate 271 from the subject parcel or parcels.**

INTRODUCED BY: J. Taylor

**AMENDED** ORDINANCE NO. 2025-25

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE CITY OF BEACHWOOD BUILDING CODE

WHEREAS, the City Planner and Building Commissioner have recommended amendments to the City's Building Permit Fees and Other Related Matters, which amendments are attached hereto and fully incorporated by reference herein as "Exhibit A";

WHEREAS, these amendments are intended to update the City's current permit fee schedule, clarify the registration of contractors, and adjust the fee for Special Planning and Zoning Commission Meetings.

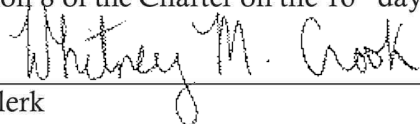
NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio that:

Section 1: The Council of the City of Beachwood, having received a recommendation from the City Planner and Building Commissioner for amendments to the City's Building Code, the details of which are attached hereto and incorporated herein as Exhibit "A", hereby approves the requested amendments to the City of Beachwood Planning and Zoning Code.

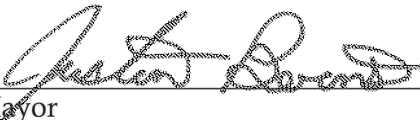
Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance shall be in full force and effect on January 1, 2026.

Attest: I hereby certify this legislation was duly adopted on the 15<sup>th</sup> day of September, 2025 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of September, 2025.

  
Clerk

Approval: I have approved this legislation on this 16<sup>th</sup> day of September, 2025. and filed it with the Clerk.

  
Mayor

**Placed on First Reading and referred to a Council Committee for study and recommendation: July 14, 2025**  
**Committee of the Whole Meeting held on: September 8, 2025**  
**Placed on Final Reading and Adopted: September 15, 2025**

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### 151.03 Meetings; rules and regulations.

- (a) The Planning and Zoning Commission shall provide for regular and special meetings, to be determined by the Commission. Special meetings may be called by the Commission, or by the Chairperson, upon at least twenty-four (24) hours written or actual notice. The Chairperson or, in the Chairperson's absence, any two (2) members of the Commission may either cancel or extend a regular or special meeting date upon being notified by the Clerk of the Commission that a quorum will not be present or that there are no agenda items to review.
- (b) Every meeting, whether regular or special, shall conform to the following regulations:
  - (1) Agenda. The agenda shall be prepared by the Clerk under the direction of the Chairperson, and the Chairperson shall be responsible for the orderly business of the Commission. A decision of the Chairperson may be overruled only by a majority vote of the Commission. In the absence of the Chairperson, the Commission shall elect an Acting Chairperson.
  - (2) Quorum. There shall be seven (7) members of the Commission and a quorum shall consist of four (4) members, but a lesser number may recess, adjourn or informally work as a committee. All formal action shall be made by motion. Motions shall be made in the affirmative, wherever possible, and all motions shall be seconded before a roll call.
  - (3) Voting. All voting of the Commission shall be taken by roll call, the Clerk calling the names of each of the members in alphabetical order and recording the vote in the minutes of the meeting. Every motion shall require at least four (4) yes votes to pass. All votes shall be recorded as either "yes" or "no." A member voting to abstain shall have his or her vote recorded as counting with the majority of those voting, either yes or no. If the vote of those voting results in a tie, a vote to abstain shall not be counted. A member who does not vote due to a conflict shall so state and shall leave the meeting for the purpose of such vote.
  - (4) Plats. All plats for the subdivision or resubdivision of land shall first be filed with the Commission and shall meet the zoning requirements of the City. The Commission shall recommend to Council, for Council's approval the location of all streets, in order to provide for the most efficient movement of vehicles and the safety of persons and property. Prior to final approval, each plat shall also be submitted to the City Engineer for his or her report and approval. After final review, each plat shall be forwarded to Council. The Commission shall approve or reject all plats submitted to it within ninety (90) days and Council shall approve or reject all plats within sixty (60) days, unless either body determines a necessity to extend the time for good cause. Any plat not approved within these times shall be considered rejected.
  - (5) Other rules. The Commission shall adopt such other rules as it requires for its orderly business, not inconsistent with this section.
  - (6) Rezoning. Applications for the rezoning of land must be filed in accordance with Section 1107.03 of the Planning and Zoning Code.
  - (7) Site plan approval. Applications for site plan approval may be made for preliminary or final approval. Preliminary approval will be granted, in the discretion of the Commission, where the applicant is unable to finalize plans. A preliminary approval is nonbinding on the City.
  - (8) Variances. When an applicant's plans on file with the City do not meet a requirement of the Zoning Code, the Commission shall, upon request, consider recommending or not recommending the granting of a variance to Council. A variance may be recommended if the Commission finds, from the totality of the applicable circumstances and evidence presented it, that:
    - A. Substantial hardship or practical difficulty prevents compliance with a zoning standard.
    - B. The variance, if granted, will not work an undue hardship on other properties.

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- C. The resulting development, with the approved variance, will not be contrary to the spirit, intent and purpose of the Zoning Code and a more harmonious and useful development will result and substantial justice will be done.

The Commission shall make its recommendation to Council and Council shall review each decision of the Commission on a case-by-case basis in order that the City will achieve the best quality development and the integrity of its Zoning Code will be preserved. Council may accept, modify or reject any recommendation of the Commission.

Since each parcel of real estate is unique and each circumstance is different, the granting of any variance shall not be considered a precedent which is necessarily applicable to any other property. Where a variance is granted, it shall be the least variance which is found to be reasonable under all the circumstances, and the decision of Council shall be final.

- (9) Administrative appeals. Where specifically authorized, decisions of City officials made in the administration and enforcement of these Codified Ordinances may be appealed to the Planning and Zoning Commission by any person or persons claiming to be adversely affected by such decisions. Any such appeal shall be taken within five (5) days from the date of the administrative decision or enforcement action being appealed by filing with the Clerk of the Commission a notice of appeal. Such appeal shall be heard at the next regularly scheduled meeting of the Commission occurring not less than twenty-one (21) days after the appeal has been filed. On appeal, the Commission shall examine the facts of each case fully, shall hear all persons desiring to be heard and claiming to be affected by the decision appealed from and shall affirm, reverse or modify the decision or action of the City official in conformity with the provisions of these Codified Ordinances and the laws of the State.
- (10) General procedure. An application to the Commission shall be in the following form and shall contain, at a minimum, the following information, accompanied by a minimum of fourteen (14) copies, filed at least fourteen (14) days before the meeting:
- A. A letter containing a full and complete statement, signed by a principal of the corporation, partnership or individual requesting approval, explaining the purpose of the application and other relevant information; and
  - B. A proposed site development plan locating the building and improvements intended to be developed. Printed on the site plan shall be a box score and other information demonstrating compliance with these Codified Ordinances and applicable State law in a form to be approved by the Building Commissioner.
  - C. In the event that a special meeting or work session is called at the request of the property owner or developer, then the property owner or developer shall prepay the costs to the City for the members' compensation and any other administrative expenses at the rate of one thousand dollars (\$1000.00) per meeting.

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## **CHAPTER 737. Electrical Contractors**

### **737.1 Registration required.**

No person shall hereafter engage in work as an electrical contractor or electrician in the City until such person has first been issued a registration therefor from the City in accordance with this chapter.

(Ord. 2016-45. Passed 3-7-16)

### **737.2 Evidence of qualifications and competence.**

An electrical contractor's registration shall be issued only to those persons having evidence of a State license.

### **737.3 Period of registration.**

Upon showing evidence of meeting the requirements of Section 737.02, a person shall be issued a registration to engage in electrical contractor work in the City. Such registration shall be valid for a period of one (1) year, from January 1 of the year of issuance, and shall be renewable on January 1 of each succeeding year of the use of such registration.

(Ord. 2016-45. Passed 3-7-16)

### **737.4 Issuance of registration; fee.**

- (a) All registrations shall be issued by the Building Commissioner.
- (b) A fee prescribed in Section 705.01 shall be charged for each registration issued in accordance with the provisions of this chapter.

(Ord. 2016-45. Passed 3-7-16)

### **737.5 Revocation of registration.**

Any registration issued under the provisions of this chapter may be revoked by the Mayor for a violation of any provision of these Codified Ordinances, State law or any regulation adopted by either government, directly by reference, regulating electrical connection. Prior to any order of revocation, a person may have his registration temporarily suspended for a period not to exceed five (5) days by the Building Commissioner, pending a hearing by the Mayor.

(Ord. 2016-45. Passed 3-7-16)

### **737.99 Penalty.**

Editor's note(s)—See Section 101.99 for general Code penalty if no specific penalty is provided.

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## ***CHAPTER 915. Registering Plumbers and Sewer Contractors***

### **915.1 Registration required.**

No person shall engage in or work at the trade or occupation of plumbing or sewer building in the City until such person has first been issued a registration therefor from the City in accordance with the provisions of this chapter.

(Ord. 2016-45. Passed 3-7-16)

### **915.2 Evidence of qualifications and competence.**

A plumber's or sewer builder's registration shall be issued to only those persons with evidence of a State license.

### **915.3 Period of registration.**

Upon showing evidence of meeting the requirements of Section 915.02, a person shall be issued a registration to engage in plumbing contractor work within the City. Such registration shall be valid for a period of one (1) year, from January 1 of the year of issuance, and shall be renewable on January 1 of each succeeding year of the use of such registration.

### **915.4 Issuance of registration; fee.**

- (a) All registrations shall be issued by the Building Commissioner.
- (b) The fee prescribed in Section 705.01 shall be charged for each registration issued in accordance with the provisions of this chapter.

(Ord. 2016-45. Passed 3-7-16)

### **915.5 Revocation of registration.**

Any registration issued under the provisions of this chapter may be revoked by the Mayor for a violation of any provision of these Codified Ordinances, state law or any regulation adopted by either government, directly by reference, regulating sewer connections. Prior to any order of revocation, a person may have his registration temporarily suspended for a period not to exceed five (5) days by the Building Commissioner, pending a hearing by the Mayor.

(Ord. 2016-45. Passed 3-7-16)

### **915.99 Penalty.**

Editor's note(s)—See Section 101.99 for general Code penalty if no specific penalty is provided.

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### **1329.02 Effective period of permits.**

- (a) If, after a permit has been issued, the operation called for by it is not begun within six (6) months of the date thereof, such permit shall be void. Before operation can begin, a new permit shall be taken out by the owner or by his agent, contractor or architect, and fees fixed in this chapter for the original permit shall be paid therefor.
- (b) If after work has commenced, there is a cessation of the work for a period of six (6) months, then, upon notice to the holder of a building permit, which notice may be posted upon the premises, the permit shall expire. Before work may be continued, the permit must be renewed by the payment of a fee herein fixed for an original permit. Upon the cessation of work for any length of time, the Building Commissioner may order the filling in of any excavation, the protection of property or materials, or the abatement of any condition of nuisance or danger. The Building Commissioner shall have the authority to allow for reasonable extensions of the timelines herein.
- (c) After work has been commenced, all work to be performed under such permit, including finish grading leveling of all excavations, provision for motor vehicle access to any main building and adequate enclosing and preservation from the elements shall be completed in accordance with plans and specifications within one (1) year from the date of such permit. Such completion must be sufficient to permit use of any building for which it may be designed, sufficient to prevent the creation of nuisances or dangerous conditions or the unnecessary deterioration of materials, and sufficient to prevent a continuing adverse effect upon surrounding property values. Such one (1) year period shall run regardless of the issuance of a stop-work order issued by the Building Commissioner for a failure to comply with or for a violation of any of the provisions of this Building Code.
- (d) Failure to complete any operation or work for which a permit has been issued within one (1) year from date thereof, as provided herein, shall be deemed a violation of this section by the owner of any property upon which such condition exists.
- (e) Upon the failure of any owner of property to complete any operation or work for which a permit has been issued within one (1) year from date thereof, as provided herein, the Building Commissioner may institute an injunction suit in the Court of Common Pleas of Cuyahoga County for an order of Court ordering such property owner to complete such operation or work within a specified time, to remove any incomplete building or structure, to fill or grade any excavation, to abate any condition of nuisance or danger, or for other relief appropriate to the enforcement of this Building Code.
- (f) Failure to obtain a permit within one (1) year after final site development plan approval or final approval of the Architectural Board of Review shall void all approval previously given. Thereafter, a new application must be made and another fee paid.
- (g) A permit shall be obtained from the Building Commissioner for all items listed in this chapter. No work may commence unless the proper permit listed in this chapter is first obtained by the owner of a property or his or her authorized agent.

### 1329.03 Building fees.

|                                                                                  |                                                                                                                                                                                                                                         |                                   |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| (a) General Fee Regulations                                                      |                                                                                                                                                                                                                                         |                                   |
| (1)                                                                              | Permits which are to be issued for Commercial Occupancies, governed by the OBC, shall pay an additional assessment of 3% in accordance with 4101:2-1-50.                                                                                |                                   |
| (2)                                                                              | Permits which are to be issued for Residential Alterations, governed by the OBC, shall pay an additional assessment of 1% in accordance with the Board of Building Standards.                                                           |                                   |
| (3)                                                                              | The Building Commissioner shall issue the permit required by this Building Code, fix and collect and give receipts for the same according to the following schedule:                                                                    |                                   |
| (4)                                                                              | Any inspections required after normal work hours, including Saturday and Sunday, require a one-hundred-dollar (\$100.00) fee in addition to required permit.                                                                            |                                   |
| (b) Building Permit Fees                                                         |                                                                                                                                                                                                                                         |                                   |
| (1)                                                                              | Additions to dwelling structure (1 & 2 Fam.) as regulated by Chapter 1303 (RCO) per sq. ft. of gross area of all stories                                                                                                                | \$1.03                            |
| (2)                                                                              | Additions to structure as regulated by Chapter 1307 (OBC) per sq. ft. of gross floor area                                                                                                                                               | \$2.00                            |
| (3)                                                                              | Alterations to dwelling structure (Interior and Exterior) and/or exterior site alterations - Includes fixed equip., damage repair and fire damage repair and roof replacement. as regulated by Chapter 1303 (RCO) * per sq. ft. of area | \$0.60 with a minimum of \$400.00 |
| (4)                                                                              | Alterations - structure (Interior and Exterior) and/or exterior site alterations - Includes fixed equip., damage repair and fire damage repair and roof replacement. as regulated by Chapter 1307 (OBC) * per \$1,000 valuation         | \$25.00                           |
| (5)                                                                              | All new dwelling structures (1 & 2 Fam.) as regulated by Chapter 1303 (RCO) per sq. ft. gross floor area all stories                                                                                                                    | \$0.72                            |
| (6)                                                                              | New Building or Structure as regulated by Chapter 1307 (OBC) per sq. ft. of gross floor area                                                                                                                                            | \$2.00                            |
| (7)                                                                              | Medical Gas and Vacuum Systems Plan Review                                                                                                                                                                                              | \$200.00                          |
| (8)                                                                              | Medical Gas Piping Systems per system                                                                                                                                                                                                   | \$153.00 plus 1% of cost          |
| (For each reinspection necessary due to faulty or incomplete work .... \$ 50.00) |                                                                                                                                                                                                                                         |                                   |
| (Any request for refund of permit fees....\$50.00 Administrative Fee)            |                                                                                                                                                                                                                                         |                                   |



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**1329.04 Miscellaneous Commercial Permit Fees**

| COMMERCIAL FEE TYPE                 | FEE                  |
|-------------------------------------|----------------------|
| <u>BOILER</u>                       | <u>\$200.00</u>      |
| <u>CELL TOWER (new work)</u>        | <u>\$3,000.00</u>    |
| <u>GENERATOR</u>                    | <u>\$250.00</u>      |
| <u>KIOSK</u>                        | <u>\$150.00</u>      |
| <u>MOVE BUILDING</u>                | <u>\$2,500.00</u>    |
| <u>OCCUPANCY</u>                    | <u>\$50.00</u>       |
| <u>P.V./WIND</u>                    | <u>\$250.00</u>      |
| <u>POOL</u>                         | <u>\$500.00</u>      |
| <u>ROOF REPLACEMENT</u>             | <u>\$250.00</u>      |
| <u>STAGE</u>                        | <u>\$100.00</u>      |
| <u>TENT</u>                         | <u>\$50.00</u>       |
| <u>LOW VOLTAGE</u>                  | <u>\$100.00</u>      |
| <u>R.T.U.</u>                       | <u>\$200.00</u>      |
| <u>HOT WATER TANK</u>               | <u>\$100.00</u>      |
| <u>LAWN IRRIGATION/BACKFLOW</u>     | <u>\$100.00</u>      |
| <u>DEMO (interior / building)</u>   | <u>\$100 / \$250</u> |
| <u>FENCE</u>                        | <u>\$200.00</u>      |
| <u>PARKING RESURFACE</u>            | <u>\$100.00</u>      |
| <u>PATIO</u>                        | <u>\$100.00</u>      |
| <u>RAIN BARREL</u>                  | <u>\$50.00</u>       |
| <u>SIGN (new)</u>                   | <u>\$200.00</u>      |
| <u>SIGN (temp, replace, reface)</u> | <u>\$150.00</u>      |
| <u>ACCESSORY STRUCTURE</u>          | <u>\$200.00</u>      |

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**1329.05 Miscellaneous Residential Permits**

| RESIDENTIAL FEE TYPE                 | FEE         |
|--------------------------------------|-------------|
| A.C./FURNACE                         | \$100/\$100 |
| GENERATOR                            | \$150.00    |
| P.V.                                 | \$200.00    |
| ABOVE GROUND POOL/HOT TUB            | \$200.00    |
| ROOF REPLACEMENT                     | \$100.00    |
| WATER CONTROL (interior or exterior) | \$150.00    |
| WATERPROOFING                        | \$150.00    |
| LOW VOLTAGE                          | \$50.00     |
| FIREPLACE INSERT                     | \$100.00    |
| BOILER                               | \$100.00    |
| HOT WATER TANK                       | \$50.00     |
| LAWN IRRIGATION/BACKFLOW             | \$75.00     |
| DEMO HOUSE                           | \$150.00    |
| FENCE (per lineal feet)              | \$50.00     |
| GARAGE/DRIVEWAY/APRON REPLACEMENT    | \$50.00     |
| MOVE HOUSE                           | \$2,500.00  |
| PATIO                                | \$50.00     |
| RAIN BARREL                          | \$0.00      |
| SIDING                               | \$50.00     |
| INGROUND POOL                        | \$250.00    |
| DECK                                 | \$200.00    |
| ACCESSORY STRUCTURE                  | \$100.00    |
| TENT                                 | \$25.00     |

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### 1329.07 Fees for inspections.

For each extra inspection in connection with the installation, alteration, removal, addition or demolition of any building pursuant to a building permit issued where such extra inspection is made necessary by faulty or incomplete work, whether construction, plumbing, heating, electrical or otherwise, the Building Commissioner shall require the payment of a fifty-dollar (\$50.00) fee.

(Ord. 2019-123. Passed 11-4-19)

### 1329.08 Submission of plans to architectural board of review and city architect; fees.

- (a) In addition to the fees required to be paid for building permits as provided in Section 1329.03, the following filing fees shall be collected from the applicant at the time plans and specifications are submitted and before a building permit may be issued:

|                                                                                                      |         |
|------------------------------------------------------------------------------------------------------|---------|
| (1) Minor alterations and repairs (up to \$1,000 valuation, including signs)                         | \$25.00 |
| (2) Major alterations and repairs (over \$1,000 up to \$25,000 valuation, including signs)           | 35.00   |
| (3) Major alterations and repairs (over \$25,000 up to \$35,000 valuation, including signs)          | 50.00   |
| (4) Major alterations and repairs (over \$35,000 valuation, including signs)                         | 75.00   |
| (5) All new single and two-family residential buildings, including additions                         | 100.00  |
| (6) All new construction other than single and two-family residential buildings, including additions | 250.00  |
| (7) Exterior deck additions for residential and commercial                                           | 25.00   |
| (8) Revisions to plans previously approved, required additional review                               | 30.00   |

Such fees shall cover the cost of architectural review, as provided for in Section 153.06. However, if the Architectural Board of Review determines that it is necessary to secure outside professional assistance and advice on plans, the cost of such professional services shall be paid by the applicant. In the case of a special meeting requested by the applicant, an additional fee of three hundred dollars (\$300.00) shall be paid by such applicant to cover the cost to each member of the Architectural Board of Review for their time at such special meeting.

- (b) In addition to the fees required to be paid for building permits as provided in Section 1329.03, and in addition to the fees required to be paid for examination by the Architectural Board of Review under subsection (a) hereof, filing fees shall be collected from the applicant at the time plans and specifications are submitted, and before a building permit can be issued, for those plans required to be reviewed by the City Plans Examiner, as specified in the administrative section of the Ohio BuildingCode.

A fee of fifty dollars (\$50.00) shall be paid to the City for each plan to be reviewed by the City Plans Examiner. The following filing fees and deposit, if required, shall also be submitted to cover all expenses of such review by the City and/or the City Plans Examiner:

| <u>Estimated Total Cost of Project</u>              | <u>Amount of Fee</u> | <u>Amount of Deposit</u> |
|-----------------------------------------------------|----------------------|--------------------------|
| \$100,000 or less                                   | \$500.00             | N/A                      |
| More than \$100,000 but no more than \$500,000      | \$1000.00            | N/A                      |
| More than \$500,000 but no more than \$1,000,000.00 | \$1500.00            | N/A                      |
| More than \$1,000,000.00                            | \$3000.00            | \$10,000.00              |

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(Ord. 2019-123. Passed 11-4-19)

### **1329.09 Refund of deposits.**

When the estimated cost of construction is over one million dollars (\$1,000,000.00) and funds are deposited with the Municipality as required by this Building Code to guarantee the performance of the provisions thereof or as a guarantee to protect the property of the Municipality during building operations, any balance remaining and due the depositor after compliance with the conditions of such guarantee shall be paid to the depositor upon demand. If, however, such remainder is not called for by the depositor, such balance shall be placed in a trust fund to be held for the depositor for a period of five (5) years and, if not called for within such period, such balance shall be paid into the General Fund.

(Ord. 2019-123. Passed 11-4-19)

### **1329.10 Cash filing fee and deposit for additional professional services.**

- (a) A non-refundable filing fee in the amount of thirty-five dollars (\$35.00) shall be paid to the City for each application to be submitted to the Planning and Zoning Commission.
- (b) A fee in the amount set forth in the following schedule shall be submitted in addition to the filing fee listed in subsection (a) hereof, at the time of application to the Planning and Zoning Commission and/or Council:

|     | <u>Zoning District</u>                                                                                                                                                                                                                                                            | <u>Fee</u> |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| (1) | U-1, A-1/U-1, A-2/U-2/U-2A Variances<br>Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application, required to be recorded with the County Recorder's Office | \$300.00   |
| (2) | All other Zoning Districts for site development plan review (new building/addition)                                                                                                                                                                                               | \$5000.00  |
| (3) | All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office                                                                                                                                                | \$1500.00  |
| (4) | For all Zoning Districts, except U-1, A-1/U-1, A-2/U-2 and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious use                                                    | \$750.00   |
| (5) | Map Amendment                                                                                                                                                                                                                                                                     | \$2500.00  |

- (c) Charges for the professional services of the Engineer, Law Director, City Planner and/or any other professional services shall be the rates set forth in their contracts.
- (d) Once approval has been granted by the City Engineer and/or the Planning and Zoning Commission for any project which requires inspectional services, by the City Engineer, the following fee and deposit, if required, shall be paid prior to the issuance of any building permit required under Chapter 1329:

| <b>Estimated Total Cost of Construction</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Amount of Fee</b> | <b>Amount of Deposit</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------------|
| 100,000 or less                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$2,500.00           | \$1,500.00*              |
| More than 100,000 to 500,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$4,000.00           | \$1,500.00*              |
| More than 500,000 to 1,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$5,000.00           | \$1,500.00*              |
| More than 1,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$10,000.00          | \$10,000.00              |
| Deposit fee will be used, in part, to keep street clean of debris during construction. A minimum three hundred dollar (\$300.00) fee shall be subtracted from the deposit each time the City of Beachwood Public Works Department is dispatched to clean the streets in the area of single-family new construction. Any sum not charged against the deposit required in this subsection and subsection (b) above shall be refunded to the applicant or credited against other monies due the City for other pending projects of the applicant. |                      |                          |
| * Deposit only applies to single-family new construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                      |                          |

(Ord. 2002-30. Passed 4-15-02; Ord. No. 2023-56. Passed (5-15-23; Ord. No. 2023-62. Passed 6-13-23)

**AN ORDINANCE AUTHORIZING A BEACHWOOD ECONOMIC IMPACT PROGRAM FORGIVABLE LOAN AGREEMENT WITH 911 CELLULAR, LLC TO STIMULATE ECONOMIC DEVELOPMENT, SUPPORT SMALL BUSINESS, PROMOTE BUSINESS ATTRACTION AND EXPANSION, AND SUPPORT NEW EMPLOYMENT OPPORTUNITIES, BUSINESS GROWTH, COMMERCIAL REVITALIZATION AND SUSTAINABILITY IN THE CITY OF BEACHWOOD.**

WHEREAS, the City, pursuant to Ordinance No. 2023-114, its Charter and the laws of the State (including, without limitation, Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution and Chapter 165, Ohio Revised Code) in order to promote economic development and thereby create and preserve jobs and employment opportunities available to, and improve the economic welfare of, residents of the City and, in furtherance of that public purpose, created the Beachwood Economic Impact Program to expand financing and loan resources for the purposes of supporting small business; promoting business retention, expansion and attraction; supporting new employment opportunities, stimulating economic development, business growth, commercial revitalization and sustainability within the City;

WHEREAS, the City received a Forgivable Loan Program Application from 911 Cellular, LLC, a business relocating from the City of Solon requesting a \$20,000.00 loan to provide assistance with purchasing furniture, fixtures and a renovation and building improvements, all with an anticipated total cost of approximately \$175,000.00 (the “Project”), in order to relocate eleven (11) jobs and create an additional new employment anticipated within the City over the next three (3) years;

WHEREAS, this Council has determined it to be in the best interest of the City to provide a loan in the principal amount of \$20,000.00 to provide funds for the Project, and said loan is forgivable and only repayable if certain deadlines and job creation levels are not met, all as set forth in the Loan Agreement on file with the Clerk of Council (the “Loan Agreement”);

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

SECTION 1. This Council hereby authorizes the execution and delivery in the name and on behalf of the City of the Loan Agreement in substantially the form now on file with the Clerk of Council, with all changes thereto that, in the judgment of the Mayor, are not inconsistent with this ordinance or materially adverse to the City. The approval of any changes to the form of the Loan Agreement, and that such changes are not inconsistent with this Ordinance and not materially adverse to the City, shall be conclusively evidenced by the execution of the Loan Agreement by the Mayor.

SECTION 2. This Council hereby appropriates \$20,000.00 to the Beachwood Economic Impact Fund, established pursuant to Ordinance Nos. 2023-114 and 2024-18 (the “Program Fund”)

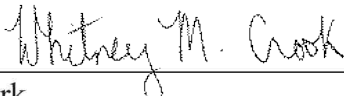
and the Finance Director is authorized to make payments from the Program Fund as set forth in the Loan Agreement.

SECTION 3. This Council authorizes each of the Mayor, the Law Director, the Finance Director, and the Director of Economic Development, and other appropriate officers of the City, to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement the transactions contemplated in the Loan Agreement and this Ordinance.

SECTION 4 This Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including ORC 121.22.

SECTION 5. This Ordinance shall take effect and be in force at the earliest time permitted by law.

ATTEST: I hereby certify that this legislation was duly adopted on the 15th day of September, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16th day of September, 2025.

  
Clerk

APPROVAL: I have approved this legislation this 16th day of September, 2025 and filed it with the Clerk.

  
Mayor

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**LOAN AGREEMENT**

**(911 Cellular, LLC)**

**by and between**

**THE CITY OF BEACHWOOD, OHIO**

**and**

**911 Cellular, LLC**

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## TABLE OF CONTENTS

(This Table of Contents is not a part of the  
Loan Agreement but is for convenience of reference only.)

|                                                                             | <u>Page</u> |
|-----------------------------------------------------------------------------|-------------|
| ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION .....                       | 1           |
| SECTION 1.1 Definitions .....                                               | 1           |
| SECTION 1.2 Rules of Construction .....                                     | 2           |
| SECTION 1.3 Captions and Headings .....                                     | 3           |
| ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS .....                  | 3           |
| SECTION 2.1 Representations, Warranties and Covenants of the Lender .....   | 3           |
| SECTION 2.2 Representations, Warranties and Covenants of the Borrower ..... | 4           |
| ARTICLE III LOAN DISBURSEMENTS .....                                        | 4           |
| SECTION 3.1 Disbursements .....                                             | 4           |
| SECTION 3.2 Conditions Precedent to Disbursements .....                     | 4           |
| ARTICLE IV LOAN BY LENDER, REPAYMENT OF THE LOAN; LOAN FORGIVENESS .....    | 5           |
| SECTION 4.1 Loan by Lender; Repayment of the Loan .....                     | 5           |
| SECTION 4.2 Loan Forgiveness .....                                          | 5           |
| ARTICLE V PARTICULAR COVENANTS .....                                        | 5           |
| SECTION 5.1 Indemnification .....                                           | 6           |
| SECTION 5.2 Maintenance of Existence .....                                  | 6           |
| SECTION 5.3 Compliance with Laws .....                                      | 6           |
| SECTION 5.4 Real Estate Taxes; Utility Charges; Liens .....                 | 7           |
| SECTION 5.5 Insurance .....                                                 | 7           |
| SECTION 5.6 Right of Access .....                                           | 7           |
| SECTION 5.7 Minority Hiring Goal .....                                      | 7           |
| SECTION 5.8 Litigation Notice .....                                         | 7           |
| ARTICLE VI DEFAULTS AND REMEDIES .....                                      | 7           |
| SECTION 6.1 Events of Default .....                                         | 7           |
| SECTION 6.2 Remedies on Default .....                                       | 9           |
| SECTION 6.3 No Remedy Exclusive .....                                       | 9           |
| SECTION 6.4 Agreement to Pay Attorney's Fees and Expenses .....             | 9           |
| SECTION 6.5 Remedies Subject to Provisions of Law .....                     | 10          |
| SECTION 6.6 Remedies Under Uniform Commercial Code .....                    | 10          |
| ARTICLE VII MISCELLANEOUS .....                                             | 10          |

|                 |                                                                |    |
|-----------------|----------------------------------------------------------------|----|
| SECTION 7.1     | Terms of Agreement.....                                        | 10 |
| SECTION 7.2     | Notices.....                                                   | 10 |
| SECTION 7.3     | Binding Effect .....                                           | 11 |
| SECTION 7.4     | Severability.....                                              | 11 |
| SECTION 7.5     | Amendments, Changes and Modifications.....                     | 11 |
| SECTION 7.6     | Execution Counterparts .....                                   | 11 |
| SECTION 7.7     | Extent of Covenants of the Lender; No Personal Liability ..... | 11 |
| SECTION 7.8     | Governing Law.....                                             | 11 |
| SIGNATURES..... |                                                                | S  |

-1

EXHIBIT A - FORM OF NOTE

EXHIBIT B - FORM OF COST CERTIFICATE

## LOAN AGREEMENT

(911 Cellular, LLC)

This LOAN AGREEMENT (the "Agreement"), is made as of 20th MAY, 2025 by and between THE CITY OF BEACHWOOD, an Ohio municipal corporation, (the "Lender" or "City") having mailing address of 25325 Fairmount Boulevard, Beachwood, Ohio 44122, and 911 CELLULAR, LLC; an Ohio limited liability company, ("Borrower") having a mailing address of 6011 Cedarburg Road, Cedarburg, Ohio 44110 (Borrower and the Lender are each a "Party" hereto and collectively the "Parties"), under the following circumstances (with the capitalized terms used but not defined in the following recitals being used as defined in Article I):

### RECITALS

A. Pursuant to Ordinance No. 2023-114 duly passed by the City Council on November 6, 2023, City Council approved and authorized the Beachwood Economic Impact Program including the Forgivable Loan Program and the Borrower submitted a Forgivable Loan Program Application to the City requesting assistance with the renovation and improvements at the Project Site, all with an anticipated total cost of approximately one hundred and seventy five thousand \$175,000.00 the "Project"), and expected to relocate (11) jobs to the City of Beachwood within the term of this agreement.

B. Pursuant to the provisions of Section 13 of Article VIII, Ohio Constitution, the City has determined that the Project is in the best interest of the City, that the Project furthers the health, safety and welfare of its residents, and that the Project is in accordance with the public purposes and provisions of applicable state, and local laws and requirements, which purposes include, but are not limited to, furtherance of the City's goals to revitalize the part of the City where the Project Site is located; and facilitate commercial development in the City, all of which are expected to create and preserve jobs and employment opportunities in the City and enhance City tax revenues.

C. To expedite and facilitate Borrower's redevelopment of the Project Site with the Project, the City has determined it to be in the best interest of the City to provide a loan to the Borrower in the principal amount of \$20,000.00 to provide funds for the Borrower's capital improvements at the Project Site, and said loan is forgivable and only repayable if certain deadlines and job creation levels are not met, as set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto covenant, agree and bind themselves as follows:

### ARTICLE I

#### DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1 Definitions. In addition to the words and terms defined in the recitals and elsewhere in this Agreement, the words and terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, except as otherwise expressly provided or unless the context otherwise requires.

“Borrower” means 911 Cellular Control Systems, LLC.

“Cost Certificate” means the cost certificate in the form attached to this Agreement as Exhibit B and any related and supporting documentation reasonably requested by the City Finance Director to support the payment of funds for capital improvements for the Project.

“Guaranty Agreement” means the Guaranty dated May 20th, 2025, executed by the Guarantors in favor of the Lender guarantying payment of the Loan and other obligations therein.

“Event of Default” means any of the events described as an Event of Default in Section 6.1 hereof.

“Legislative Authority” means the City Council of the City.

“Loan” means the loan made by the Lender to the Borrower hereunder.

“Loan Balance” means the \$20,000.00 disbursed to or on behalf of Borrower, plus interest due on the Loan, and less any Loan forgiveness pursuant to Section 4.2 of this Agreement.

“Loan Closing Documents” means, in addition to this Agreement, the Guaranty Agreement, and the Note, such certificates and opinions as may reasonably be requested by the Parties to the Agreement, or their counsel, with respect to this Agreement or the Note.

“Loan Repayment Date” means the date that the balance of the Loan is due and payable to the Lender, which is [December 31], 2027

“Note” means the promissory note of the Borrower in the form attached to this Agreement as Exhibit A and in the principal amount of \$20,000.00 evidencing the obligations of the Borrower to repay the Loan.

“Person” or “person” or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Project Site” means 21403 Chagrin Boulevard, Beachwood, Ohio 44122, located within the City.

“State” means the State of Ohio.

## SECTION 1.2 Rules of Construction.

(a) Unless the context clearly indicates to the contrary, the words “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used. Words importing the singular number shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders.

(b) Any reference herein to the Lender or any officer or official thereof shall include those which succeed to their respective functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing such functions. Any reference herein to any other person or entity shall include his or its respective successors and assigns. Any reference herein to a section or provision of the Code or the Constitution of the State or to a section, provision or chapter of the Ohio Revised Code shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented or superseded; provided that no such change shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights of the Lender or the Borrower, as applicable, under this Agreement.

(c) The parties hereto acknowledge and agree that this Agreement is the product of an extensive and thorough arm's length negotiation and that each party has been given the opportunity to independently review the Agreement with legal counsel, and that each party has the requisite experience and sophistication to negotiate, understand, interpret and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement may not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction must be utilized.

SECTION 1.3 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

## ARTICLE II

### REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 2.1 Representations, Warranties and Covenants of the Lender.  
The Lender represents and warrants that:

(a) It is a municipal corporation and body corporate and politic duly organized and validly existing under the laws of the State.

(b) It has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement.

(c) It is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations contained in this Agreement.

(d) It has the legal right and is empowered to enter into the transactions contemplated by this Agreement.

(e) It has duly authorized the execution, delivery and performance of this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

The Lender makes no representation, either express or implied, as to the feasibility or utility of the Project for any purposes or needs of the Borrower or as to the present or any future condition of the Project.

**SECTION 2.2     Representations, Warranties and Covenants of the Borrower.**  
Borrower represents, warrants and covenants that:

(a) Borrower is a limited liability company duly organized and validly existing under the laws of the State and duly qualified to carry on its operations under the laws of the State.

(b) Borrower has full power and authority to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated hereby. That execution, delivery and performance do not, and will not, violate any provision of law applicable to Borrower or its governing documents and do not, and will not, conflict with or result in a default under any agreement or instrument to which Borrower is a party or by which it is bound. This Agreement has, by proper action, been duly authorized, executed and delivered by Borrower and all steps necessary have been taken to constitute this Agreement as a valid and binding obligation of Borrower.

(c) The provision of financial assistance to be made available to Borrower under this Agreement and the commitments therefor made by the Lender have induced Borrower to undertake the transactions contemplated by this Agreement.

(d) Borrower does not have any material liabilities, contingent or otherwise, whether due or to become due, including, without limitation, liabilities as guarantor under any guaranty, liabilities for taxes, liabilities for long-term leases, liabilities for unusual forward or long-term commitments or judgments.

(e) Borrower owns or leases the Project Site.

### **ARTICLE III**

#### **LOAN DISBURSEMENTS**

**SECTION 3.1     Disbursements.** In accordance with the terms of this Agreement, including, without limitation, those conditions precedent specified in Section 3.2, the Lender agrees to disburse the Loan to Borrower to pay the costs of the Project.

**SECTION 3.2     Conditions Precedent to Disbursements.** The Lender's obligation to fund disbursement of the Loan shall be subject to the following conditions precedent: (a) all Loan Closing Documents have been executed and delivered to the Lender prior to disbursement; (b) Borrower submitted a Cost Certificate to the City documenting the Borrower has spent \$20,000.00 or more on capital improvements for the Project; (c) the City Finance Director approves the Cost Certificate; and (d) no uncured Events of Default exist.



## ARTICLE IV

### LOAN BY LENDER, REPAYMENT OF THE LOAN; LOAN FORGIVENESS

#### SECTION 4.1 Loan by Lender; Repayment of the Loan.

(a) Upon the terms and conditions of this Agreement, the Lender will make the Loan to the Borrower, subject to interest as set forth in the Note, in the amount of \$20,000.00. In consideration of and in repayment of the Loan, the Borrower shall repay the Loan on the Loan Repayment Date in accordance with the terms of this Agreement for the account of the Lender. To secure the Borrower's performance of its obligations under this Agreement and the Note, the Borrower shall on or before the Effective Date of this Agreement (i) execute and deliver the Note to the Lender, in the form attached hereto as Exhibit A and (ii) cause the Guarantors to execute and deliver the Guaranty Agreement to the Lender.

(b) Full repayment of the Loan Balance shall be due on the Loan Repayment Date (as such date may be extended by mutual written agreement of the Parties hereto).

(c) The obligation of Borrower to repay the Loan Balance shall be absolute and unconditional, and Borrower shall make such payments without abatement, diminution or deduction regardless of any cause or circumstance whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which Borrower may have or assert against Lender or any other person.

SECTION 4.2 Loan Forgiveness. Provided the Borrower (a) obtains all necessary occupancy permits and relocates its business operations to the Project Site, (b) maintains business operations at the Project Site for three years from the date of this Agreement, (c) invests \$175,000.00 or more in building improvements at the Project Site, and (d) remits income tax to the City regarding employees at the Project Site on a payroll of \$2,200,000.00 on or before July 1, 2028, the Loan Balance will be forgiven. In order for the applicable portion of the Loan Balance to be forgiven, the Borrower shall submit a written request for such forgiveness to the City's Director of Finance, together with such evidence that the Borrower has paid said City income tax as the Director of Finance may reasonably require. Forgiveness shall be effective upon issuance of the Director of Finance of a written determination that he or she has confirmed the amount of loan forgiveness that the Borrower is entitled to pursuant to this Agreement, which determination shall not be unreasonably withheld. If the Loan Balance is fully forgiven, at Borrower's request, Lender will return the NOTE and Guaranty to Borrower and Guarantors marked "Discharged."

SECTION 4.3 Borrower Required to Pay Costs in the Event Proceeds Insufficient. Borrower understands and agrees that the proceeds of the Loan are not intended to be sufficient to pay all costs of the Project, and therefore Borrower shall complete the Project and pay all costs of such completion in full from its own or other funds.

## ARTICLE V

### PARTICULAR COVENANTS

**SECTION 5.1     Indemnification.** Borrower, its successors and assigns (collectively "Borrower Parties"), release Lender, its public officials, officers, employees, agents and contractors (collectively "Lender Parties") from, and agree that the Lender Parties shall not be liable for, and agree to protect, defend, indemnify and hold harmless the Lender Parties from and against any claim, loss or damage to property, or any injury to or death of any person, that may be occasioned by any cause whatsoever pertaining to the performance of any work with respect to the Project Site, or any breach or default on the part of such Borrower Parties in the performance of any covenant or agreement to be performed by the Borrower Parties pursuant to the terms of this Agreement.

Borrower further agrees to protect, defend, indemnify and hold harmless Lender from and against any and all costs, liabilities, expenses and claims arising from any breach or default on the part of Borrower in the performance of any covenant or agreement to be performed by Borrower pursuant to the terms of this Agreement, or arising from any act or failure to act by Borrower, or any of its agents, contractors, servants, employees, or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the term of this Agreement, in or about the Project Site, and from and against all costs, liabilities and expenses incurred in or in connection with any claim, action or proceeding brought thereon. In case any action or proceeding is brought against Lender by reason of any such claim, Borrower, upon notice from Lender, covenants to resist or defend such action or proceeding at Borrower's expense. Nothing contained in this Section, however, shall require Borrower to indemnify Lender from any cost, liability, expense, loss or claim arising out of or resulting from the willful misconduct or gross negligence of Lender. This provision shall survive the expiration or termination of this Agreement.

**SECTION 5.2     Maintenance of Existence.** Borrower shall maintain its existence and shall remain in good standing and qualified to do business in the State and will not change its structure or amend its certificate of organization in any manner without the prior written consent of Lender. Borrower further will not dissolve or sell, transfer or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided, that it may do so if the surviving, resulting or transferee entity is other than Borrower, it assumes in writing all of the obligations of Borrower under this Agreement and it has a net worth equal to or greater than that of Borrower immediately prior to such consolidation, merger, sale or transfer. Borrower shall not permit one or more other entities to consolidate with or merge into it, without the prior written consent of Lender, or take any action or allow any action to be taken to terminate its existence except as provided herein. Notwithstanding the foregoing, Borrower shall be entitled to take any or all of the actions above if the Loan Balance has been forgiven in full (pursuant to section 4.2) or Borrower has paid off the Loan Balance in full. Borrower shall maintain its operations at the Project Site throughout the term of the Loan.

**SECTION 5.3     Compliance with Laws.** Borrower shall, throughout the term of this Agreement and at no expense to Lender, promptly comply or cause compliance with all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to any work on the Project Site. Notwithstanding the foregoing, Borrower shall have the right to contest the legality or the applicability of any such law, ordinance, order, rule, regulation or requirement so long as in the opinion of Lender such



contest shall not in any way materially adversely affect or impair the obligations of Borrower hereunder or any right or interest of the Lender in, to and under this Agreement.

SECTION 5.4 Real Estate Taxes; Utility Charges; Liens. Borrower shall pay and discharge, promptly as and when the same shall become due and payable, all real estate taxes, assessments, utility charges and mechanics liens or other liens that may be lawfully assessed against Borrower with respect to any work on the Project Site. Borrower may in good faith contest any such charges or liens, and in such event may permit such charges or liens to remain unsatisfied during the period of such contest and any appeal therefrom unless in the opinion of Lender by such action any right or interest of Lender in the Project Site or any part thereof shall become subject to imminent loss or forfeiture, in which event such charge or lien shall be paid prior to any such loss or forfeiture.

SECTION 5.5 Insurance. At all times during the term of the Loan, the Borrower shall cause insurance policies to be maintained with companies, coverages, and in amounts consistent with businesses similar to the Borrower's business and shall maintain written documentation of such insurance coverage on file and produce a copy at the request of the Lender.

SECTION 5.6 Right of Access. Borrower shall keep all customary and necessary books and records related to the work on the Project Site it has undertaken and its performance under this Agreement. Borrower agrees that, subject to reasonable security and safety regulations and reasonable notice, Lender, and any of its duly authorized officials, employees, agents or contractors, shall have the right during normal business hours to inspect records with respect to the Project and to enter upon the Project Site for purposes of Project review and inspection. Borrower further agrees that after the occurrence of an Event of Default Lender, and its duly authorized officers, employees, agents or contractors, shall have such rights of reasonable access to the Project to cause the proper maintenance of the Project and for all other purposes consistent with its ownership of or interest in the Project Site.

SECTION 5.7 Minority Hiring Goal. Borrower shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in Cuyahoga County.

SECTION 5.8 Litigation Notice. Borrower shall give the prompt notice of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, or of any of the same which may be threatened, which if adversely determined, would materially impair its right to carry on the business which is contemplated in connection with the Project, or would materially and adversely affect its business, operations, properties, assets or condition.

## ARTICLE VI

### DEFAULTS AND REMEDIES

SECTION 6.1 Events of Default. Each of the following events is hereby declared an Event of Default:

(a) Borrower's failure to repay the Loan on the Loan Repayment Date when required therein (subject to notice and cure periods provided in the Note).

(b) Borrower's failure to observe and perform any of its other covenants, conditions or agreements contained herein for a period of 30 days after written notice (unless Lender shall agree in writing to an extension of such time prior to its expiration) specifying such failure and requesting that it be remedied, given by Lender to Borrower; provided however that if such failure shall be such that it can be corrected but not within such period, it shall not constitute an Event of Default if corrective action is instituted by Borrower within such period and diligently pursued and corrected within 30 days after the expiration of the initial 30 day cure period.

(c) Borrower shall commence any case, proceeding or other action relating to it in bankruptcy or seeking reorganization, liquidation, dissolution, winding-up, arrangement, composition, readjustment of its debts, or for any other relief, under any bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or other similar act or law of any jurisdiction, now or hereafter existing; or Borrower shall apply for a receiver, custodian or trustee for all or a substantial part of its property; or Borrower shall make an assignment for the benefit of creditors; or Borrower shall be unable to, or shall admit in writing the inability to, pay its debts as they become due; or Borrower shall take any action indicating its consent to, approval of or acquiescence in, or in the furtherance of, any of the foregoing.

(d) Any case, proceeding or other action against Borrower shall be commenced in bankruptcy or seeking reorganization, liquidation, dissolution, winding up, arrangement, composition or readjustment of its debts, or any other relief, under any bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or other similar act or law of any jurisdiction, now or hereafter existing; or a receiver, custodian or trustee of Borrower or for all or a substantial part of its property shall be appointed; or a warrant of attachment, execution or restraint, or similar process shall be issued against any substantial part of the property of Borrower; and in each such case such condition shall continue for a period of 60 days undismissed, undischarged or unbonded.

(e) The death or dissolution of all of the Guarantors and failure to replace such Guarantors with other guarantors reasonably satisfactory to Lender within 90 days following the death or dissolution of the last remaining Guarantor, or a default by any of the Guarantors under the Guaranty Agreement.

The provisions of paragraph (b) of this Section are subject to the following limitations: if by reason of acts of God; winds; fires; epidemics; landslides; floods; droughts; famines; strikes; impacting space debris; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority not related to a direct act or omission by Borrower; insurrection; military action; war, whether or not declared; sabotage; riots; civil disturbances; explosions; breakage or accident to transmission pipes or canals; partial or entire failure of utilities; or any cause or event not reasonably within the control of Borrower, Borrower is unable in whole or in part to carry out the agreements on Borrower's part herein contained, other than obligations on the part of Borrower to carry insurance, to pay any taxes, and to make other payments or deposits pursuant to the terms hereof, Borrower shall not be deemed in default during the continuance of such inability. Borrower shall, however, use Borrower's best

efforts to remedy with all reasonable dispatch the cause or causes preventing Borrower from carrying out Borrower's agreements provided, that Borrower shall not in any event be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of Borrower, not in the interest of Borrower.

The provisions of paragraphs (c) and (d) of this Section are subject to the condition that the declaration of an Event of Default due to any of the acts or circumstances specified therein, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of the United States Bankruptcy Code affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

**SECTION 6.2     Remedies on Default.** Whenever any Event of Default shall have happened and be continuing, any one or more of the following rights and remedies may be exercised:

(a)     Acceleration of the Loan Balance whereupon the same shall become immediately due and payable.

(b)     Lender may have access to and inspect, examine and make copies of, the financial books, records and accounts of Borrower pertaining to the Project.

(c)     Lender may exercise any remedy provided for in this Agreement, the Note or under the Guaranty Agreement.

(d)     Lender may take whatever action at law or in equity may appear necessary or desirable to collect any sums then due and thereafter to become due hereunder or to enforce the observance or performance of any covenant, condition or agreement of Borrower hereunder.

**SECTION 6.3     No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other remedy, and every remedy shall be cumulative and in addition to every other remedy herein, or other agreements between Borrower and Lender pertaining to the Project, now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to enable Lender to exercise any remedy reserved to it herein, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

**SECTION 6.4     Agreement to Pay Attorney's Fees and Expenses.** If an Event of Default should occur and Lender should incur expenses, including reasonable attorneys' fees and expenses, in connection with the enforcement of this Agreement or the collection of sums due thereunder, the Borrower shall reimburse Lender for the expenses so incurred upon demand. If any such expenses are not so reimbursed, the amount thereof, together with interest thereon from the date of demand for payment at the interest rate for the Note plus 3.0%, and in any action brought to collect that indebtedness, Lender shall be entitled to seek the recovery of those expenses in such action except as limited by law or by judicial order or decision entered in such proceedings.

SECTION 6.5 Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling, and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable under the provisions of any applicable law.

SECTION 6.6 Remedies Under Uniform Commercial Code. In addition to any other remedies provided for hereby, Lender shall have the rights of a secured party and Borrower shall have the rights of a debtor under the Uniform Commercial Code of the State of Ohio with respect to this Agreement upon the occurrence and continuance of an Event of Default hereunder.

## ARTICLE VII

### MISCELLANEOUS

SECTION 7.1 Terms of Agreement. This Agreement shall terminate upon the first to occur of (a) the Loan Balance being forgiven in full (pursuant to section 4.2) or (b) payment in full of all sums payable under this Agreement, whereupon this Agreement, and the covenants of Borrower contained herein, shall be discharged, except for the obligations of Borrower under Section 5.3, which shall survive any termination of this Agreement. Lender in such case, on demand of Borrower and at Borrower's cost and expense, shall execute and deliver to Borrower such proper instrument or proper instruments acknowledging the release, satisfaction and termination of this Agreement.

SECTION 7.2 Notices. Unless otherwise provided for herein, all notices under this Agreement shall be in writing and shall be deemed duly given and delivered, if (i) mailed by certified mail, return receipt requested, first class postage prepaid, (ii) sent by a reputable commercial overnight or express delivery service with delivery confirmation, or (iii) personally delivered with signed receipt to the address set forth below or to such alternate address as any party hereto gives written notice in accordance herewith. If notice is delivered personally or by overnight or express delivery service and such delivery is refused by the recipient, notice shall be deemed given and delivered after two (2) business days after the time of mailing of notice in regular mail, first class postage prepaid. Notices shall be addressed as follows unless a Party provides written notice of a change of address to the other Party as provided herein.

If to Lender:

City of Beachwood, Ohio  
25325 Fairmount Boulevard  
Beachwood, Ohio 44122  
Attention: Economic Development Director

If to Borrower:

911 Cellular, LLC  
6001 Chochran Road, Suite 200  
Solon, Ohio 44139

Attention: Chad Shalahshour, Owner

SECTION 7.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lender and Borrower and their respective heirs, legal representatives, successors and assigns.

SECTION 7.4 Severability. In case any clause, provision or section of this Agreement, or in case any covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Agreement, or any application thereof, is for any reason held to be illegal, invalid or inoperable, such illegality or invalidity or inoperability shall not affect the remainder thereof or any other clause, provision or section of this Agreement or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Agreement, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein, nor shall such illegality or invalidity or inoperability or any application thereof affect any legal and valid and operable application from time to time, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent from time to time permitted by law.

SECTION 7.5 Amendments, Changes and Modifications. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated except by a writing executed by both Lender and Borrower.

SECTION 7.6 Execution Counterparts. This Agreement may be simultaneously executed in several counterparts (including electronically executed counterparts), each of which shall be an original and all of which shall constitute but one and the same instrument. Signatures transmitted by facsimile or electronic means are deemed original signatures. It will not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

SECTION 7.7 Extent of Covenants of the Lender; No Personal Liability. All covenants, obligations and agreements of Lender contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of Lender or the Legislative Authority in other than his or her official capacity, and neither the members of the Legislative Authority nor any official executing the Agreement shall be subject to any personal liability or accountability by reason of the issuance of the Loan or by reason of the covenants, obligations or agreements of Lender contained in this Agreement.

SECTION 7.8 Governing Law and Waiver of Jury Trial. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio, except to the extent that Ohio conflict of law rules would require the substantive rules of law of any other jurisdiction to apply. The parties hereby waive any right to trial by jury.

[Signatures begin on next page]

IN WITNESS WHEREOF, Lender and Borrower have executed this Agreement all as of the date first above written.

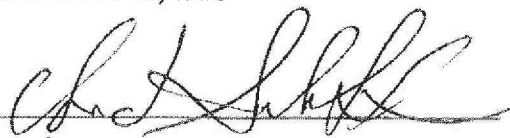
THE CITY OF BEACHWOOD, OHIO

By: \_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Law Director

911 CELLULAR, LLC

By:   
Its: CEO



**CERTIFICATE**

The undersigned, fiscal officer of the City of Beachwood, Ohio, hereby certifies that the money required to meet the obligations of the City under the Agreement during calendar year 2025 has been lawfully appropriated by City Council for the purposes mentioned and is in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

\_\_\_\_\_  
Director of Finance

Dated: \_\_\_\_\_, 2025



EXHIBIT A  
FORM OF NOTE  
COGNOVIT PROMISSORY NOTE

(911 Cellular, LLC)

\$ 20,000.00 Principal Amount

[February \_\_], 2025

For value received, 911 Cellular, LLC, an Ohio limited liability company, (the "Borrower"), promises to pay to the order of the City of Beachwood, Ohio (the "Lender"), located at 25325 Fairmount Boulevard, Beachwood, Ohio 44122, or at such other address as may be designated in writing by the Lender, the Loan Balance as defined in the Loan Agreement for the Loan by and between the Lender and the Borrower, of even date (the "Loan Agreement"), with interest on the amount of the Loan Balance from time to time at the rate of the three percent (3%), until paid in full or forgiven pursuant to the Loan Agreement. The annual rate of interest stated herein shall be calculated based on a 365/366-day year and actual days elapsed.

The principal of and interest on this Note shall be paid in full on the Loan Repayment Date (as defined in the Loan Agreement), subject to any Loan forgiveness pursuant to the Loan Agreement.

This Note does not of itself constitute a commitment by Lender to make the disbursement of the Loan (as defined in the Loan Agreement) to Borrower. The conditions for making the disbursement are set forth in the Loan Agreement. The disbursement made by Lender to Borrower shall not exceed the face amount of this Note and the disbursement is limited by and subject to the conditions for making disbursement of the Loan as set forth in the Loan Agreement.

Borrower may prepay all or any portion of the principal sum hereof at any time. All such prepayments shall be applied first to the payment of accrued interest and then principal.

If a default shall occur in the payment due under this Note, in either case continuing for a period of ten (10) days after written notice of the failure to make any such payment when due and payable, or if an Event of Default as defined in the Loan Agreement shall have occurred and be continuing, then, at the option of Lender, the entire principal sum and all interest accrued hereon shall become due and payable at once, without demand or notice.

If any provision hereof is in conflict with any statute or rule of law of the State of Ohio or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed separable from and shall not invalidate any other provision of this Note.

If this Note is placed in an attorney's hands for collection or collected by suit or through the bankruptcy or probate, or any other court, either before or after maturity, there shall be paid to the holder of this Note reasonable attorney fees, costs and other expenses incurred by the holder in enforcing the terms of this Note.

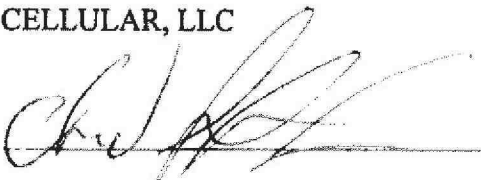
The undersigned hereby authorizes any attorney-at-law to appear in any court of record situated in Cuyahoga County in the State of Ohio, or elsewhere where the undersigned resides or has its principal place of business, signed this Note, or can be found, after the obligation evidenced hereby, or any part thereof becomes due and is unpaid, and waives the issuance and service of process and confesses judgment against the undersigned in favor of the holder of this Note for the amount then appearing due, together with the costs of the suit, and thereupon to release all errors and waive all right to appeal and stay of execution. The authority granted in this paragraph may be exercised by an attorney retained by the holder of this Note, in which case Borrower waives any conflict of interest that may arise or appear to arise as a result of the attorney's actions pursuant to this authority, and Borrower consents to the payment of legal fees to that attorney by the holder of this Note.

This Note is executed as part of a business transaction and is not part of any consumer transaction.

This Note is executed in the City of Beachwood, Cuyahoga County, Ohio, and shall be construed in accordance with the laws of the State of Ohio.

**WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE, AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE (Section 2323.13, Ohio Revised Code).**

911 CELLULAR, LLC

By: 

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_ the \_\_\_\_\_ of 911 Cellular, LLC who acknowledged that he/she did sign the foregoing instrument as authorized representative of said company and that such signing is the free act and deed of said company for the uses and purposes therein mentioned. No oath or affirmation was administered.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT B**  
**COST CERTIFICATE**

To: City of Beachwood, Ohio

Attention: \_\_\_\_\_, \_\_\_\_\_

Subject: Cost Certificate for Project pursuant to the terms of the Loan Agreement dated \_\_\_\_\_, 2025 (the "Agreement"), by and between the City of Beachwood, Ohio (the "City") and 911 CELLULAR, LLC (the "Borrower").

You are hereby requested to approve the amount of \$20,000.00 as the qualifying cost of the Project for the purposes set forth in the schedule attached hereto. Unless otherwise defined herein, all capitalized terms set forth but not defined in this Cost Certificate have the respective meanings assigned to them in the Agreement.

The undersigned authorized representative of the Company does hereby certify on behalf of the Company that:

1. I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents relating to the matters covered by this Cost Certificate.
2. The disbursement herein requested is for an obligation properly incurred, is a proper charge as qualifying costs of the Project and the Company, have not been previously paid by the City or any other governmental entity, and has not been the basis of any previous reimbursement request submitted to the City.
3. The Company is in material compliance with all provisions and requirements of the Agreement.
4. The reimbursement requested hereby does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement.

EXECUTED this \_\_\_\_ day of 20\_\_.

911 CELLULAR, LLC

By: 

Printed: CHAD SALANSH

Title: CEO

Date: 05.20.2025

**AN ORDINANCE AUTHORIZING A BEACHWOOD ECONOMIC IMPACT PROGRAM FORGIVABLE LOAN AGREEMENT WITH SURGICAL THEATER INC. TO STIMULATE ECONOMIC DEVELOPMENT, SUPPORT SMALL BUSINESS, PROMOTE BUSINESS RETENTION AND EXPANSION, AND SUPPORT NEW EMPLOYMENT OPPORTUNITIES, BUSINESS GROWTH, COMMERCIAL REVITALIZATION AND SUSTAINABILITY IN THE CITY OF BEACHWOOD.**

WHEREAS, the City, pursuant to Ordinance No. 2023-114, its Charter and the laws of the State (including, without limitation, Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution and Chapter 165, Ohio Revised Code) in order to promote economic development and thereby create and preserve jobs and employment opportunities available to, and improve the economic welfare of, residents of the City and, in furtherance of that public purpose, created the Beachwood Economic Impact Program to expand financing and loan resources for the purposes of supporting small business; promoting business retention, expansion and attraction; supporting new employment opportunities, stimulating economic development, business growth, commercial revitalization and sustainability within the City;

WHEREAS, the City received a Forgivable Loan Program Application from Surgical Theater Inc., a business located within the City requesting a \$20,000.00 loan to provide assistance with purchasing furniture, fixtures and a renovation and building improvements, all with an anticipated total cost of approximately \$40,000.00 (the "Project"), in order to retain seven (7) jobs and create an additional three (3) jobs within the City over the next three (3) years;

WHEREAS, this Council has determined it to be in the best interest of the City to provide a loan in the principal amount of \$20,000.00 to provide funds for the Project, and said loan is forgivable and only repayable if certain deadlines and job creation levels are not met, all as set forth in the Loan Agreement on file with the Clerk of Council (the "Loan Agreement");

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

SECTION 1. This Council hereby authorizes the execution and delivery in the name and on behalf of the City of the Loan Agreement in substantially the form now on file with the Clerk of Council, with all changes thereto that, in the judgment of the Mayor, are not inconsistent with this ordinance or materially adverse to the City. The approval of any changes to the form of the Loan Agreement, and that such changes are not inconsistent with this ordinance and not materially adverse to the City, shall be conclusively evidenced by the execution of the Loan Agreement by the Mayor.

SECTION 2. This Council hereby appropriates \$20,000.00 to the Beachwood Economic Impact Fund, established pursuant to Ordinance Nos. 2023-114 and 2024-18 (the "Program Fund")

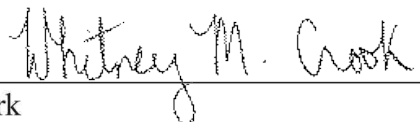
and the Finance Director is authorized to make payments from the Program Fund as set forth in the Loan Agreement.

SECTION 3. This Council authorizes each of the Mayor, the Law Director, the Finance Director, and the Director of Economic Development, and other appropriate officers of the City, to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement the transactions contemplated in the Loan Agreement and this Ordinance.

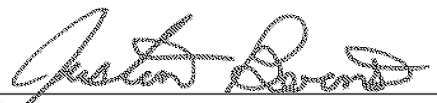
SECTION 4 This Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including ORC 121.22.

SECTION 5. This Ordinance shall take effect and be in force at the earliest time permitted by law.

ATTEST: I hereby certify that this legislation was duly adopted on the 15th day of September, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16th day of September, 2025.

  
Clerk

APPROVAL: I have approved this legislation this 16th day of September, 2025 and filed it with the Clerk.

  
Mayor

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LOAN AGREEMENT

(Surgical Theater Inc.)

by and between

THE CITY OF BEACHWOOD, OHIO

and

SURGICAL THEATER INC.

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## TABLE OF CONTENTS

(This Table of Contents is not a part of the  
Loan Agreement but is for convenience of reference only.)

|                                                                             | <u>Page</u> |
|-----------------------------------------------------------------------------|-------------|
| ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION .....                       | 1           |
| SECTION 1.1 Definitions.....                                                | 1           |
| SECTION 1.2 Rules of Construction.....                                      | 2           |
| SECTION 1.3 Captions and Headings.....                                      | 3           |
| ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS.....                   | 3           |
| SECTION 2.1 Representations, Warranties and Covenants of the Lender .....   | 3           |
| SECTION 2.2 Representations, Warranties and Covenants of the Borrower ..... | 4           |
| ARTICLE III LOAN DISBURSEMENTS .....                                        | 4           |
| SECTION 3.1 Disbursements .....                                             | 4           |
| SECTION 3.2 Conditions Precedent to Disbursements.....                      | 4           |
| ARTICLE IV LOAN BY LENDER, REPAYMENT OF THE LOAN; LOAN FORGIVENESS ..       | 5           |
| SECTION 4.1 Loan by Lender; Repayment of the Loan. ....                     | 5           |
| SECTION 4.2 Loan Forgiveness .....                                          | 5           |
| ARTICLE V PARTICULAR COVENANTS .....                                        | 5           |
| SECTION 5.1 Indemnification .....                                           | 5           |
| SECTION 5.2 Maintenance of Existence .....                                  | 6           |
| SECTION 5.3 Compliance with Laws.....                                       | 6           |
| SECTION 5.4 Real Estate Taxes; Utility Charges; Liens .....                 | 6           |
| SECTION 5.5 Insurance .....                                                 | 7           |
| SECTION 5.6 Right of Access .....                                           | 7           |
| SECTION 5.7 Minority Hiring Goal .....                                      | 7           |
| SECTION 5.8 Litigation Notice .....                                         | 7           |
| ARTICLE VI DEFAULTS AND REMEDIES .....                                      | 7           |
| SECTION 6.1 Events of Default.....                                          | 7           |
| SECTION 6.2 Remedies on Default.....                                        | 9           |
| SECTION 6.3 No Remedy Exclusive.....                                        | 9           |
| SECTION 6.4 Agreement to Pay Attorney's Fees and Expenses.....              | 9           |
| SECTION 6.5 Remedies Subject to Provisions of Law.....                      | 9           |
| SECTION 6.6 Remedies Under Uniform Commercial Code .....                    | 9           |
| ARTICLE VII MISCELLANEOUS.....                                              | 10          |



|                 |                                                                |    |
|-----------------|----------------------------------------------------------------|----|
| SECTION 7.1     | Terms of Agreement .....                                       | 10 |
| SECTION 7.2     | Notices.....                                                   | 10 |
| SECTION 7.3     | Binding Effect .....                                           | 10 |
| SECTION 7.4     | Severability .....                                             | 10 |
| SECTION 7.5     | Amendments, Changes and Modifications .....                    | 11 |
| SECTION 7.6     | Execution Counterparts .....                                   | 11 |
| SECTION 7.7     | Extent of Covenants of the Lender; No Personal Liability ..... | 11 |
| SECTION 7.8     | Governing Law.....                                             | 11 |
| SIGNATURES..... |                                                                | S  |

-1

#### EXHIBIT A – FORM OF NOTE

## LOAN AGREEMENT

(Surgical Theater Inc. Loan)

This LOAN AGREEMENT (the “Agreement”), is made as of \_\_\_\_\_, 2025 by and between THE CITY OF BEACHWOOD, an Ohio municipal corporation, (the “Lender” or “City”) having mailing address of 25325 Fairmount Boulevard, Beachwood, Ohio 44122, and SURGICAL THEATER INC., an Ohio limited liability company, (“Borrower”) having a mailing address of 23645 Mercantile Road, Beachwood, Ohio 44122 (Borrower and the Lender are each a “Party” hereto and collectively the “Parties”), under the following circumstances (with the capitalized terms used but not defined in the following recitals being used as defined in Article I):

### RECITALS

A. Pursuant to Ordinance No. 2023-114 duly passed by the City Council on November 6, 2023, City Council approved and authorized the Beachwood Economic Impact Program including the Forgivable Loan Program and the Borrower submitted a Forgivable Loan Program Application to the City requesting assistance with purchasing furniture, fixtures and renovation and improvements at the Project Site, all with an anticipated total cost of approximately \$40,000 (the “Project”), and expected to retain seven (7) jobs and create an additional three (3) jobs with an expected growth in payroll of \$475,000 over three (3) years.

B. Pursuant to the provisions of Section 13 of Article VIII, Ohio Constitution, the City has determined that the Project is in the best interest of the City, that the Project furthers the health, safety and welfare of its residents, and that the Project is in accordance with the public purposes and provisions of applicable state, and local laws and requirements, which purposes include, but are not limited to, furtherance of the City’s goals to revitalize the part of the City where the Project Site is located; and facilitate commercial development in the City, all of which are expected to create and preserve jobs and employment opportunities in the City and enhance City tax revenues.

C. To expedite and facilitate Borrower’s redevelopment of the Project Site with the Project, the City has determined it to be in the best interest of the City to provide a loan to the Borrower in the principal amount of \$20,000.00 to provide funds for the Borrower’s capital improvements at the Project Site, and said loan is forgivable and only repayable if certain deadlines and payroll creation levels are not met, as set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto covenant, agree and bind themselves as follows:

### ARTICLE I

#### DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1 Definitions. In addition to the words and terms defined in the recitals and elsewhere in this Agreement, the words and terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, except as otherwise expressly provided or unless the context otherwise requires.

“Borrower” means Surgical Theater Inc.

“Event of Default” means any of the events described as an Event of Default in Section 6.1 hereof.

“Legislative Authority” means the City Council of the City.

“Loan” means the loan made by the Lender to the Borrower hereunder.

“Loan Balance” means the \$20,000.00 disbursed to or on behalf of Borrower, plus interest due on the Loan, and less any Loan forgiveness pursuant to Section 4.2 of this Agreement.

“Loan Closing Documents” means this Agreement, the Note, and such certificates and opinions as may reasonably be requested by the Parties to the Agreement, or their counsel, with respect to this Agreement or the Note.

“Loan Repayment Date” means the date that the balance of the Loan is due and payable to the Lender, which is [December 31], 2028

“Note” means the promissory note of the Borrower in the form attached to this Agreement as Exhibit A and in the principal amount of \$20,000.00 evidencing the obligations of the Borrower to repay the Loan.

“Person” or “person” or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Project Site” means 24100 Chagrin Blvd, Suite 290, Beachwood, Ohio 44122, located within the City.

“State” means the State of Ohio.

#### SECTION 1.2 Rules of Construction.

(a) Unless the context clearly indicates to the contrary, the words “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used. Words importing the singular number shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders.

(b) Any reference herein to the Lender or any officer or official thereof shall include those which succeed to their respective functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing such functions. Any reference herein to any other person or entity shall include his or its respective successors and assigns. Any reference herein to a section or provision of the Code or the Constitution of the State or to a section, provision or chapter of the Ohio Revised Code shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented or superseded; provided that no such

change shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights of the Lender or the Borrower, as applicable, under this Agreement.

(c) The parties hereto acknowledge and agree that this Agreement is the product of an extensive and thorough arm's length negotiation and that each party has been given the opportunity to independently review the Agreement with legal counsel, and that each party has the requisite experience and sophistication to negotiate, understand, interpret and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement may not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction must be utilized.

SECTION 1.3 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

## ARTICLE II

### REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 2.1 Representations, Warranties and Covenants of the Lender.  
The Lender represents and warrants that:

(a) It is a municipal corporation and body corporate and politic duly organized and validly existing under the laws of the State.

(b) It has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement.

(c) It is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations contained in this Agreement.

(d) It has the legal right and is empowered to enter into the transactions contemplated by this Agreement.

(e) It has duly authorized the execution, delivery and performance of this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

The Lender makes no representation, either express or implied, as to the feasibility or utility of the Project for any purposes or needs of the Borrower or as to the present or any future condition of the Project.

SECTION 2.2      Representations, Warranties and Covenants of the Borrower.

Borrower represents, warrants and covenants that:

(a)      Borrower is a limited liability company duly organized and validly existing under the laws of the State and duly qualified to carry on its operations under the laws of the State.

(b)      Borrower has full power and authority to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated hereby. That execution, delivery and performance do not, and will not, violate any provision of law applicable to Borrower or its governing documents and do not, and will not, conflict with or result in a default under any agreement or instrument to which Borrower is a party or by which it is bound. This Agreement has, by proper action, been duly authorized, executed and delivered by Borrower and all steps necessary have been taken to constitute this Agreement as a valid and binding obligation of Borrower.

(c)      The provision of financial assistance to be made available to Borrower under this Agreement and the commitments therefor made by the Lender have induced Borrower to undertake the transactions contemplated by this Agreement.

(d)      Borrower does not have any material liabilities, contingent or otherwise, whether due or to become due, including, without limitation, liabilities as guarantor under any guaranty, liabilities for taxes, liabilities for long-term leases, liabilities for unusual forward or long-term commitments or judgments.

ARTICLE III

LOAN DISBURSEMENTS

SECTION 3.1      Disbursements. In accordance with the terms of this Agreement, including, without limitation, those conditions precedent specified in Section 3.2, the Lender agrees to disburse the Loan to Borrower to pay the costs of the Project.

SECTION 3.2      Conditions Precedent to Disbursements. The Lender's obligation to fund disbursement of the Loan shall be subject to the following conditions precedent: (a) all Loan Closing Documents have been executed and delivered to the Lender prior to disbursement; and (b) no uncured Events of Default exist.

ARTICLE IV

LOAN BY LENDER, REPAYMENT OF THE LOAN; LOAN FORGIVENESS

SECTION 4.1      Loan by Lender; Repayment of the Loan.

(a)      Upon the terms and conditions of this Agreement, the Lender will make the Loan to the Borrower, subject to interest as set forth in the Note, in the amount of \$20,000.00. In consideration of and in repayment of the Loan, the Borrower shall repay the Loan on the Loan Repayment Date in accordance with the terms of this Agreement for the account of the Lender. To secure the Borrower's performance of its obligations under this Agreement and the Note, the

Borrower shall on or before the Effective Date of this Agreement execute and deliver the Note to the Lender, in the form attached hereto as Exhibit A.

(b) Full repayment of the Loan Balance shall be due on the Loan Repayment Date (as such date may be extended by mutual written agreement of the Parties hereto).

(c) The obligation of Borrower to repay the Loan Balance shall be absolute and unconditional, and Borrower shall make such payments without abatement, diminution or deduction regardless of any cause or circumstance whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which Borrower may have or assert against Lender or any other person.

SECTION 4.2 Loan Forgiveness. Provided the Borrower (a) maintains business operations in the City for a continuous period of at least three years from the date of this Agreement and (b) remits income tax to the City regarding employees at the Project Site during that three year period of \$28,500 (the “Base Income Tax” and any income tax remitted by the Borrower to the City regarding employees at the Project Site greater than the Base Income Tax shall be the “Additional Income Tax”), on July 1, 2027, an amount equal to 75% of the Additional Income Tax, from the date of this Agreement through June 30, 2027, will be forgiven and any accrued interest on that applicable portion. In order for the applicable portion of the Loan Balance to be forgiven, the Borrower shall submit a written request for such forgiveness to the City’s Director of Finance, together with such evidence that the Borrower has paid said City income tax as the Director of Finance may reasonably require. Forgiveness shall be effective upon issuance of the Director of Finance of a written determination that he or she has confirmed the amount of loan forgiveness that the Borrower is entitled to pursuant to this Agreement, which determination shall not be unreasonably withheld.

## ARTICLE V

### PARTICULAR COVENANTS

SECTION 5.1 Indemnification. Borrower, its successors and assigns (collectively “Borrower Parties”), release Lender, its public officials, officers, employees, agents and contractors (collectively “Lender Parties”) from, and agree that the Lender Parties shall not be liable for, and agree to protect, defend, indemnify and hold harmless the Lender Parties from and against any claim, loss or damage to property, or any injury to or death of any person, that may be occasioned by any cause whatsoever pertaining to the performance of any work with respect to the Project Site, or any breach or default on the part of such Borrower Parties in the performance of any covenant or agreement to be performed by the Borrower Parties pursuant to the terms of this Agreement.

Borrower further agrees to protect, defend, indemnify and hold harmless Lender from and against any and all costs, liabilities, expenses and claims arising from any breach or default on the part of Borrower in the performance of any covenant or agreement to be performed by Borrower pursuant to the terms of this Agreement, or arising from any act or failure to act by Borrower, or any of its agents, contractors, servants, employees, or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during

the term of this Agreement, in or about the Project Site, and from and against all costs, liabilities and expenses incurred in or in connection with any claim, action or proceeding brought thereon. In case any action or proceeding is brought against Lender by reason of any such claim, Borrower, upon notice from Lender, covenants to resist or defend such action or proceeding at Borrower's expense. Nothing contained in this Section, however, shall require Borrower to indemnify Lender from any cost, liability, expense, loss or claim arising out of or resulting from the willful misconduct or gross negligence of Lender. This provision shall survive the expiration or termination of this Agreement.

SECTION 5.2     Maintenance of Existence. Borrower shall maintain its existence and shall remain in good standing and qualified to do business in the State and will not change its structure or amend its certificate of organization in any manner without the prior written consent of Lender. Borrower further will not dissolve or sell, transfer or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided, that it may do so if the surviving, resulting or transferee entity is other than Borrower, it assumes in writing all of the obligations of Borrower under this Agreement and it has a net worth equal to or greater than that of Borrower immediately prior to such consolidation, merger, sale or transfer. Borrower shall not permit one or more other entities to consolidate with or merge into it, without the prior written consent of Lender, or take any action or allow any action to be taken to terminate its existence except as provided herein. Notwithstanding the foregoing, Borrower shall be entitled to take any or all of the actions above if the Loan Balance has been forgiven in full (pursuant to section 4.2) or Borrower has paid off the Loan Balance in full.

SECTION 5.3     Compliance with Laws. Borrower shall, throughout the term of this Agreement and at no expense to Lender, promptly comply or cause compliance with all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to any work on the Project Site. Notwithstanding the foregoing, Borrower shall have the right to contest the legality or the applicability of any such law, ordinance, order, rule, regulation or requirement so long as in the opinion of Lender such contest shall not in any way materially adversely affect or impair the obligations of Borrower hereunder or any right or interest of the Lender in, to and under this Agreement.

SECTION 5.4     Real Estate Taxes; Utility Charges; Liens. Borrower shall pay and discharge, promptly as and when the same shall become due and payable, all real estate taxes, assessments, utility charges and mechanics liens or other liens that may be lawfully assessed against Borrower with respect to any work on the Project Site. Borrower may in good faith contest any such charges or liens, and in such event may permit such charges or liens to remain unsatisfied during the period of such contest and any appeal therefrom unless in the opinion of Lender by such action any right or interest of Lender in the Project Site or any part thereof shall become subject to imminent loss or forfeiture, in which event such charge or lien shall be paid prior to any such loss or forfeiture.

SECTION 5.5     Insurance. At all times during the term of the Loan, the Borrower shall cause insurance policies to be maintained with companies, coverages, and in amounts consistent with businesses similar to the Borrower's business and shall maintain written



documentation of such insurance coverage on file and produce a copy at the request of the Lender.

SECTION 5.6 Right of Access. Borrower shall keep all customary and necessary books and records related the work on the Project Site it has undertaken and its performance under this Agreement. Borrower agrees that, subject to reasonable security and safety regulations and reasonable notice, Lender, and any of its duly authorized officials, employees, agents or contractors, shall have the right during normal business hours to inspect records with respect to the Project and to enter upon the Project Site for purposes of Project review and inspection. Borrower further agrees that after the occurrence of an Event of Default Lender, and its duly authorized officers, employees, agents or contractors, shall have such rights of reasonable access to the Project to cause the proper maintenance of the Project and for all other purposes consistent with its ownership of or interest in the Project Site.

SECTION 5.7 Minority Hiring Goal. Borrower shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in Cuyahoga County.

SECTION 5.8 Litigation Notice. Borrower shall give the prompt notice of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, or of any of the same which may be threatened, which if adversely determined, would materially impair its right to carry on the business which is contemplated in connection with the Project, or would materially and adversely affect its business, operations, properties, assets or condition.

## ARTICLE VI

### DEFAULTS AND REMEDIES

SECTION 6.1 Events of Default. Each of the following events is hereby declared an Event of Default:

(a) Borrower's failure to repay the Loan on the Loan Repayment Date when required therein (subject to notice and cure periods provided in the Note).

(b) Borrower's failure to observe and perform any of its other covenants, conditions or agreements contained herein for a period of 30 days after written notice (unless Lender shall agree in writing to an extension of such time prior to its expiration) specifying such failure and requesting that it be remedied, given by Lender to Borrower; provided however that if such failure shall be such that it can be corrected but not within such period, it shall not constitute an Event of Default if corrective action is instituted by Borrower within such period and diligently pursued and corrected within 30 days after the expiration of the initial 30 day cure period.

(c) Borrower shall commence any case, proceeding or other action relating to it in bankruptcy or seeking reorganization, liquidation, dissolution, winding-up, arrangement, composition, readjustment of its debts, or for any other relief, under any bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or other



similar act or law of any jurisdiction, now or hereafter existing; or Borrower shall apply for a receiver, custodian or trustee for all or a substantial part of its property; or Borrower shall make an assignment for the benefit of creditors; or Borrower shall be unable to, or shall admit in writing the inability to, pay its debts as they become due; or Borrower shall take any action indicating its consent to, approval of or acquiescence in, or in the furtherance of, any of the foregoing.

(d) Any case, proceeding or other action against Borrower shall be commenced in bankruptcy or seeking reorganization, liquidation, dissolution, winding up, arrangement, composition or readjustment of its debts, or any other relief, under any bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or other similar act or law of any jurisdiction, now or hereafter existing; or a receiver, custodian or trustee of Borrower or for all or a substantial part of its property shall be appointed; or a warrant of attachment, execution or restraint, or similar process shall be issued against any substantial part of the property of Borrower; and in each such case such condition shall continue for a period of 60 days undismissed, undischarged or unbonded.

The provisions of paragraph (b) of this Section are subject to the following limitations: if by reason of acts of God; winds; fires; epidemics; landslides; floods; droughts; famines; strikes; impacting space debris; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority not related to a direct act or omission by Borrower; insurrection; military action; war, whether or not declared; sabotage; riots; civil disturbances; explosions; breakage or accident to transmission pipes or canals; partial or entire failure of utilities; or any cause or event not reasonably within the control of Borrower, Borrower is unable in whole or in part to carry out the agreements on Borrower's part herein contained, other than obligations on the part of Borrower to carry insurance, to pay any taxes, and to make other payments or deposits pursuant to the terms hereof, Borrower shall not be deemed in default during the continuance of such inability. Borrower shall, however, use Borrower's best efforts to remedy with all reasonable dispatch the cause or causes preventing Borrower from carrying out Borrower's agreements provided, that Borrower shall not in any event be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of Borrower, not in the interest of Borrower.

The provisions of paragraphs (c) and (d) of this Section are subject to the condition that the declaration of an Event of Default due to any of the acts or circumstances specified therein, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of the United States Bankruptcy Code affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

SECTION 6.2 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, any one or more of the following rights and remedies may be exercised:

(a) Acceleration of the Loan Balance whereupon the same shall become immediately due and payable.

(b) Lender may have access to and inspect, examine and make copies of, the financial books, records and accounts of Borrower pertaining to the Project.

(c) Lender may exercise any remedy provided for in this Agreement.

(d) Lender may take whatever action at law or in equity may appear necessary or desirable to collect any sums then due and thereafter to become due hereunder or to enforce the observance or performance of any covenant, condition or agreement of Borrower hereunder.

SECTION 6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other remedy, and every remedy shall be cumulative and in addition to every other remedy herein, or other agreements between Borrower and Lender pertaining to the Project, now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to enable Lender to exercise any remedy reserved to it herein, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

SECTION 6.4 Agreement to Pay Attorney's Fees and Expenses. If an Event of Default should occur and Lender should incur expenses, including reasonable attorneys' fees and expenses, in connection with the enforcement of this Agreement or the collection of sums due thereunder, the Borrower shall reimburse Lender for the expenses so incurred upon demand. If any such expenses are not so reimbursed, the amount thereof, together with interest thereon from the date of demand for payment at the interest rate for the Note plus 3.0%, and in any action brought to collect that indebtedness, Lender shall be entitled to seek the recovery of those expenses in such action except as limited by law or by judicial order or decision entered in such proceedings.

SECTION 6.5 Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling, and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable under the provisions of any applicable law.

SECTION 6.6 Remedies Under Uniform Commercial Code. In addition to any other remedies provided for hereby, Lender shall have the rights of a secured party and Borrower shall have the rights of a debtor under the Uniform Commercial Code of the State of Ohio with respect to this Agreement upon the occurrence and continuance of an Event of Default hereunder.

## ARTICLE VII

### MISCELLANEOUS

SECTION 7.1 Terms of Agreement. This Agreement shall terminate upon the first to occur of (a) the Loan Balance being forgiven in full (pursuant to section 4.2) or (b) payment in full of all sums payable under this Agreement, whereupon this Agreement, and the covenants of Borrower contained herein, shall be discharged, except for the obligations of Borrower under Section 5.3, which shall survive any termination of this Agreement. Lender in such case, on demand of Borrower and at Borrower's cost and expense, shall execute and deliver to Borrower such proper instrument or proper instruments acknowledging the release, satisfaction and termination of this Agreement.

SECTION 7.2 Notices. Unless otherwise provided for herein, all notices under this Agreement shall be in writing and shall be deemed duly given and delivered, if (i) mailed by certified mail, return receipt requested, first class postage prepaid, (ii) sent by a reputable commercial overnight or express delivery service with delivery confirmation, or (iii) personally delivered with signed receipt to the address set forth below or to such alternate address as any party hereto gives written notice in accordance herewith. If notice is delivered personally or by overnight or express delivery service and such delivery is refused by the recipient, notice shall be deemed given and delivered after two (2) business days after the time of mailing of notice in regular mail, first class postage prepaid. Notices shall be addressed as follows unless a Party provides written notice of a change of address to the other Party as provided herein.

|               |                                                                                                                           |
|---------------|---------------------------------------------------------------------------------------------------------------------------|
| If to Lender: | City of Beachwood, Ohio<br>25325 Fairmount Boulevard<br>Beachwood, Ohio 44122<br>Attention: Economic Development Director |
|---------------|---------------------------------------------------------------------------------------------------------------------------|

|                 |                                                                                                                                                                       |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to Borrower: | Surgical Theater Inc.<br>23645 Mercantile Rd. Suite M<br>Beachwood, Ohio 44122<br>Attention: Alon Zuckerman, President and<br>Jeff Witherite, Chief Financial Officer |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SECTION 7.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lender and Borrower and their respective heirs, legal representatives, successors and assigns.

SECTION 7.4 Severability. In case any clause, provision or section of this Agreement, or in case any covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Agreement, or any application thereof, is for any reason held to be illegal, invalid or inoperable, such illegality or invalidity or inoperability shall not affect the remainder thereof or any other clause, provision or section of this Agreement or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Agreement, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein, nor shall such illegality or invalidity or inoperability or any application thereof affect any legal and valid and operable application from time to time, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be

effective, operative, made, entered into or taken in the manner and to the full extent from time to time permitted by law.

SECTION 7.5      Amendments, Changes and Modifications. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated except by a writing executed by both Lender and Borrower.

SECTION 7.6      Execution Counterparts. This Agreement may be simultaneously executed in several counterparts (including electronically executed counterparts), each of which shall be an original and all of which shall constitute but one and the same instrument. Signatures transmitted by facsimile or electronic means are deemed original signatures. It will not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

SECTION 7.7      Extent of Covenants of the Lender; No Personal Liability. All covenants, obligations and agreements of Lender contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of Lender or the Legislative Authority in other than his or her official capacity, and neither the members of the Legislative Authority nor any official executing the Agreement shall be subject to any personal liability or accountability by reason of the issuance of the Loan or by reason of the covenants, obligations or agreements of Lender contained in this Agreement.

SECTION 7.8      Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio, except to the extent that Ohio conflict of law rules would require the substantive rules of law of any other jurisdiction to apply.

[Signatures begin on next page]

IN WITNESS WHEREOF, Lender and Borrower have executed this Agreement all as of the date first above written.

THE CITY OF BEACHWOOD, OHIO

By: \_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Law Director

SURGICAL THEATER INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

CERTIFICATE

The undersigned, fiscal officer of the City of Beachwood, Ohio, hereby certifies that the money required to meet the obligations of the City under the Agreement during calendar year 2025 has been lawfully appropriated by City Council for the purposes mentioned and is in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

\_\_\_\_\_  
Director of Finance

Dated: \_\_\_\_\_, 2025

EXHIBIT A  
FORM OF NOTE  
COGNOVIT PROMISSORY NOTE

(Surgical Theater Inc.)

\$ 20,000.00 Principal Amount

[August \_\_], 2025

For value received, Surgical Theater Inc., an Ohio limited liability company, (the “Borrower”), promises to pay to the order of the City of Beachwood, Ohio (the “Lender”), located at 25325 Fairmount Boulevard, Beachwood, Ohio 44122, or at such other address as may be designated in writing by the Lender, the Loan Balance as defined in the Loan Agreement for the Loan by and between the Lender and the Borrower, of even date (the “Loan Agreement”), with interest on the amount of the Loan Balance from time to time at the rate of the three percent (3%), until paid in full or forgiven pursuant to the Loan Agreement. The annual rate of interest stated herein shall be calculated based on a 365/366-day year and actual days elapsed.

The principal of and interest on this Note shall be paid in full on the Loan Repayment Date (as defined in the Loan Agreement), subject to any Loan forgiveness pursuant to the Loan Agreement.

This Note does not of itself constitute a commitment by Lender to make the disbursement of the Loan (as defined in the Loan Agreement) to Borrower. The conditions for making the disbursement are set forth in the Loan Agreement. The disbursement made by Lender to Borrower shall not exceed the face amount of this Note and the disbursement is limited by and subject to the conditions for making disbursement of the Loan as set forth in the Loan Agreement.

Borrower may prepay all or any portion of the principal sum hereof at any time. All such prepayments shall be applied first to the payment of accrued interest and then principal.

If a default shall occur in the payment due under this Note, in either case continuing for a period of ten (10) days after written notice of the failure to make any such payment when due and payable, or if an Event of Default as defined in the Loan Agreement shall have occurred and be continuing, then, at the option of Lender, the entire principal sum and all interest accrued hereon shall become due and payable at once, without demand or notice.

If any provision hereof is in conflict with any statute or rule of law of the State of Ohio or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed separable from and shall not invalidate any other provision of this Note.

If this Note is placed in an attorney's hands for collection or collected by suit or through the bankruptcy or probate, or any other court, either before or after maturity, there shall be paid to the holder of this Note reasonable attorney fees, costs and other expenses incurred by the holder in enforcing the terms of this Note.

The undersigned hereby authorizes any attorney-at-law to appear in any court of record situated in Cuyahoga County in the State of Ohio, or elsewhere where the undersigned resides or has its principal place of business, signed this Note, or can be found, after the obligation evidenced hereby, or any part thereof becomes due and is unpaid, and waives the issuance and service of process and confesses judgment against the undersigned in favor of the holder of this Note for the amount then appearing due, together with the costs of the suit, and thereupon to release all errors and waive all right to appeal and stay of execution.

This Note is executed as part of a business transaction and is not part of any consumer transaction.

This Note is executed in the City of Beachwood, Cuyahoga County, Ohio, and shall be construed in accordance with the laws of the State of Ohio.



**WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE, AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE (Section 2323.13, Ohio Revised Code).**

By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Notary Public

My commission expires: \_\_\_\_\_

A RESOLUTION RENAMING CITY PARK WEST AS “GORDEN GATEWAY PARK” IN HONOR OF FORMER MAYOR MERLE S. GORDEN

WHEREAS, former Mayor Merle S. Gorden provided dedicated leadership and vision to the City of Beachwood during his many years of public service; and

WHEREAS, Mayor Gorden was actively involved in the City’s government for more than 30 years, serving as a volunteer firefighter, a Member of City Council, Council President, and Mayor, and throughout that time demonstrated a steadfast commitment to leading the community toward a strong and bright future; and

WHEREAS, Merle Gorden was appointed to City Council in July 1989, served until August 1995, and was then appointed Mayor, a role in which he served from 1995 through the end of his fifth term on December 31, 2017; and

WHEREAS, during his tenure, Mayor Gorden was instrumental in the creation of a central City park, which continues to serve as a vital community hub for residents of all ages; and

WHEREAS, the City of Beachwood has a long tradition of honoring individuals who have made significant contributions to the community, including Mayor Harvey Friedman, recognized with a plaque in the Community Center, and Mayor George Zieger, for whom George Zieger Drive is named; and

WHEREAS, it is both fitting and proper for the City of Beachwood to recognize and honor the legacy of Mayor Gorden by renaming City Park West in his honor; and

WHEREAS, after administrative review and consultation with the Law Department, it is recommended that City Park West be renamed “Gorden Gateway Park”.

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

Section 1: City Park West shall hereafter be known as “Gorden Gateway Park” in honor of former Mayor Merle S. Gorden.

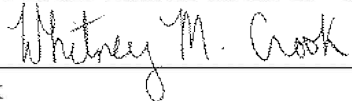
Section 2: The Clerk of Council is directed to cause this Resolution to be properly recorded, and the Mayor and administration are authorized to take all necessary actions to implement this renaming, including signage, publications, communications, and the planning and hosting of a public dedication ceremony in recognition of Mayor Gorden’s service.

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.

RESOLUTION NO. 2025-43

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 15<sup>th</sup> day of September, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of September, 2025.

  
Clerk

Approval: I have approved this legislation this 16<sup>th</sup> day of September, 2025 and filed it with the Clerk

  
Mayor

# CITY OF BEACHWOOD

## INTER-OFFICE MEMORANDUM

---

**TO:** Alec Isaacson, Council President  
Danielle Shoykhet, Council Vice President

**FROM:** Justin Berns, Mayor



**DATE:** August 19, 2025

**SUBJECT:** Merle S. Gorden Naming – City Park

I am asking for Council's consideration in naming the City Park West in honor of former Mayor Merle. S Gorden, whose leadership and vision were instrumental in creating a park in the center of our City that continues to serve as a vital community hub for residents of all ages.

As a community, we have made meaningful efforts to honor the legacy of those who have shaped our City:

- Mayor Harvey Friedman has a plaque in the Community Center vestibule, and
- George Zieger Drive was named after former Mayor George Zieger

It should also be noted that long standing members of City Council, who made significant contributions to our City, have also received various recognitions. In that spirit, it is only fitting that we recognize Mayor Gorden for his significant contributions to our City. After reviewing this administratively, we recommend renaming City Park West to **"Gorden Gateway Park."**

If members of Council have any questions or want to further discuss this matter, please let me know. Before sending this memo, I talked this over with the Law Department. Moving forward requires Council to pass affirmative legislation. Your thoughtful consideration is most appreciated in hopes of having this approval on the next available Council Agenda.

**Cc:** Members of City Council  
Todd Hunt, Law Director  
Derek Schroeder, Community Services Director  
Tina Turick, City Administrator  
Whitney Crook, Clerk of Council

###

INTRODUCED BY: A. Stern

RESOLUTION NO. 2025-44

A RESOLUTION EXCUSING THE ABSENCE OF COUNCILWOMAN JUNE E. TAYLOR FROM THE SEPTEMBER 2, 2025 MEETING; AND DECLARING THIS TO BE AN URGENT MEASURE

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

WHEREAS, Councilwoman Taylor was unable to attend the September 2, 2025 due to personal circumstances; and

WHEREAS, City Council recognizes the importance of ensuring that absences for legitimate medical or personal reasons are duly acknowledged and excused to maintain compliance with the Charter; and

WHEREAS, Council desires to excuse this absence in accordance with the provisions of the Beachwood City Charter.

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

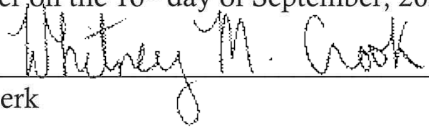
Section 1: The absence of Councilwoman June E. Taylor from the September 2, 2025 is hereby excused due to personal circumstances.

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

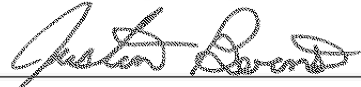
Section 3: This Resolution is hereby declared an urgent measure necessary for the immediate preservation of the public peace, health or safety and/or the efficient operation of the City wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2025-44

Attest: I hereby certify this Resolution was duly adopted on the 15<sup>th</sup> day of September, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of September, 2025.

  
Clerk

Approval: I have approved this Resolution this 16<sup>th</sup> day of September, 2025, and filed it with the Clerk.

  
Mayor

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A RENEWAL AGREEMENT WITH PUBLIC ENTITIES POOL OF OHIO (PEP), AND AUTHORIZING PAYMENT FOR LIABILITY INSURANCE COVERAGE FOR THE TERM OF OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City received a renewal quote from Public Entities Pool of Ohio (PEP);

WHEREAS, based upon the recommendation of the Finance Director, Council desires to authorize the Mayor of the City of Beachwood, Ohio to enter into a renewal agreement with Public Entities Pool of Ohio (PEP) and authorize payment for liability insurance in an amount not to exceed Three Hundred Sixty-Two Thousand Six Hundred Forty-Eight Dollars and No/Cents (\$362,648.00) for liability insurance coverage for the term of October 1, 2025, through September 30, 2026.

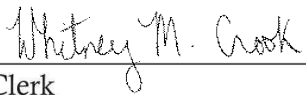
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Mayor of the City of Beachwood, Ohio is hereby authorized and directed to enter into a renewal agreement with Public Entities Pool of Ohio (PEP) for liability insurance for the coverage term October 1, 2025, through September 30, 2026 and authorizes payment for liability insurance in an amount not to exceed Three Hundred Sixty-Two Thousand Six Hundred Forty-Eight Dollars and No/Cents (\$362,648.00).

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

Section 3: This Resolution is declared to be an urgent measure necessary for the preservation of the public peace, health, or safety, or the efficient operation of the City; and for the further reason that the contract authorized herein is necessary to immediately protect the City with appropriate insurance coverage; 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 15<sup>th</sup> day of September, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of September, 2025.

  
Clerk

Approval: I have approved this legislation this 16<sup>th</sup> day of September, 2025 and filed it with the Clerk

  
Mayor



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

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**TO:** Mayor Justin Berns, Finance Chair Jillian Delong  
**FROM:** Larry Heiser, Finance Director *LH*  
**DATE:** September 11, 2025  
**SUBJECT:** Liability Insurance for the City

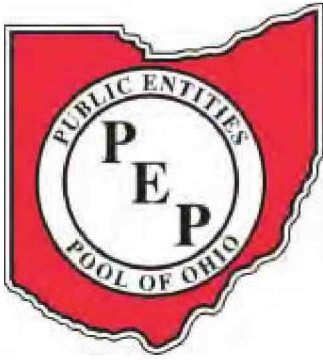
I am recommending that the City of Beachwood remain with the Public Entities Pool of Ohio (PEP) for the time period October 1, 2025, through September 30, 2026. The total yearly premium is 362,648. Last year the premium was \$307,942 The increase represents a 17.7% increase. As the prices of such items as Ambulances and Salt Trucks increase so does the cost to insure those increased values. The Service Center by way of example has an insured value of \$31,703,750 and the Safety Center has a value of \$10,310,260.

Our liability insurance renewal runs from October 1, 2025, through September 30, 2026.

I have been awaiting a quote from Travelers Insurance. Per our internal discussions, when I was contacted by a local Agency, we decided we should fill out applications and review pricing options. There were a total of 12 various applications sent to them along with our current loss runs. Both the Police Chief and Community Services Director filled out applications related to their operations as part of the process. I interacted with all of the Directors and Chiefs in order to complete the information requested. My first completed application was signed and sent on July 2, 2025. We will review the information when presented by the broker who represents Travelers Insurance. I have had a few follow up emails with questions from their underwriting team over the past 3 weeks. At this point I do not have any data for comparison purposes. If, after receiving the quote, that a plan change would be in the best interests for the City of Beachwood, then I would express that opinion to you and Council.

Please call or email if you have any questions.





## **PEP Invoice Summary**

For City of Beachwood

Effective Date: 10/01/2025

Invoice Number: R5295PC2025-1

| Coverage                    | Invoiced         |
|-----------------------------|------------------|
| General Liability           | \$72,089         |
| Auto Liability              | \$12,194         |
| Law Enforcement Liability   | \$8,467          |
| Public Officials Liability  | \$1,179          |
| Excess Liability            | \$33,197         |
| Auto Physical Damage        | \$53,239         |
| Property/Boiler & Equipment | \$182,130        |
| Crime                       | \$153            |
| <b>Total</b>                | <b>\$362,648</b> |

Please make check payable to Public Entities Pool and mail to the following address:

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Public Entities Pool  
10100 Innovation Drive  
Suite 220  
Dayton, OH 45342



## Legal Defense and Claim Payment Agreement – Schedule of Coverages City of Beachwood

| <u>Coverage</u>                                         | <u>Effective<br/>Date</u> | <u>Expiration<br/>Date</u> | <u>Retroactive<br/>Date</u> | <u>Limit</u>               | <u>Deductible</u> |
|---------------------------------------------------------|---------------------------|----------------------------|-----------------------------|----------------------------|-------------------|
| <b>Legal Liability for Automobile<br/>Claims</b>        | <b>10/1/2025</b>          | 10/1/2026                  | <b>10/1/2025</b>            | <b>\$15,000,000</b>        | <b>\$0</b>        |
| Covered Pollution Cost or Expense<br>for Automobiles    | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$15,000,000               | \$0               |
| Uninsured and Underinsured<br>Motorist Per Person       | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$100,000                  | \$0               |
| Uninsured and Underinsured<br>Motorist Per Occurrence   | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$100,000                  | \$0               |
| Medical Expenses - Automobile                           | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$5,000                    | \$0               |
| <b>Legal Liability for General Liability<br/>Claims</b> | <b>10/1/2025</b>          | 10/1/2026                  | <b>10/1/2025</b>            | <b>\$15,000,000</b>        | <b>\$0</b>        |
| Active Assailant                                        | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | See LDCP 0500<br>(01 19)   | \$0               |
| Appeal Bonds                                            | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | Unlimited                  | \$0               |
| Bail Bonds                                              | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | Unlimited                  | \$0               |
| Bonds to Release Property                               | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | Unlimited                  | \$0               |
| Broad Legal Defense Fund                                | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$5,000 occ/\$5,000<br>agg | \$0               |
| Claim and Defense Expenses                              | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | Unlimited                  | \$0               |
| Fire Department Pollution Coverage                      | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$500,000                  | \$0               |
| Fire Department Training Activities                     | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$15,000,000               | \$0               |
| Fire Departments                                        | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$500,000                  | \$0               |
| Fungi or Bacteria Clean Up                              | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$25,000                   | \$0               |
| Fungi or Bacteria Clean Up<br>Aggregate                 | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$50,000                   | \$0               |
| Fungi or Bacteria Injury                                | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$25,000                   | \$0               |
| Fungi or Bacteria Injury Aggregate                      | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$50,000                   | \$0               |
| Good Samaritan                                          | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$15,000,000               | \$0               |
| Medical Expenses - Other than<br>Automobile             | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$5,000                    | \$0               |
| Medical Malpractice                                     | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$15,000,000               | \$0               |
| Member Expenses                                         | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$10,000                   | \$0               |
| Moral Obligation to Pay                                 | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$2,500                    | \$0               |
| Non-Monetary Relief Defense<br>Expense                  | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$50,000                   | \$0               |
| Post-Judgment Interest                                  | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | Unlimited                  | \$0               |
| Pre-Judgment Interest                                   | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | Unlimited                  | \$0               |
| Stop Gap                                                | 10/1/2025                 | 10/1/2026                  | 10/1/2025                   | \$15,000,000               | \$0               |



## Legal Defense and Claim Payment Agreement – Schedule of Coverages City of Beachwood

|                                                    |                  |                  |                  |                                |                |
|----------------------------------------------------|------------------|------------------|------------------|--------------------------------|----------------|
| Wastewater Treatment Plants- Clean Up Expense      | 10/1/2025        | 10/1/2026        | 10/1/2025        | \$25,000 Occ /<br>\$25,000 Agg | \$0            |
| Wastewater Treatment Plants- Third Party Liability | 10/1/2025        | 10/1/2026        | 10/1/2025        | \$50,000 Occ /<br>\$50,000 Agg | \$0            |
| Pollution Liability Coverage - Pesticides          | 10/1/2025        | 10/1/2026        | 10/1/2025        | \$1,000,000                    | 0              |
| Liquor Liability                                   | 10/1/2025        | 10/1/2026        | 10/1/2025        | \$1,000,000                    | 1000           |
| <b>Public Officials Wrongful Acts</b>              | <b>10/1/2025</b> | <b>10/1/2026</b> | <b>10/1/1987</b> | <b>\$15,000,000</b>            | <b>\$5,000</b> |
| Employment Expense                                 | 10/1/2025        | 10/1/2026        | 10/1/2025        | \$15,000,000                   | \$0            |
| Employee Benefit Liability                         | 10/1/2025        | 10/1/2026        | 10/1/2025        | \$3,000,000                    | \$1,000        |
| Employment Practices Wrongful Acts                 | 10/1/2025        | 10/1/2026        | 10/1/1987        | \$15,000,000                   | \$5,000        |
| <b>Legal Liability for Law Enforcement Claims</b>  | <b>10/1/2025</b> | <b>10/1/2026</b> | <b>10/1/2025</b> | <b>\$15,000,000</b>            | <b>\$5,000</b> |

| <u>Coverage</u>                                                         | <u>Effective Date</u> | <u>Expiration Date</u> | <u>Retroactive Date</u> | <u>Limit</u>                         | <u>Deductible</u> |
|-------------------------------------------------------------------------|-----------------------|------------------------|-------------------------|--------------------------------------|-------------------|
| Anti-skid Material Storage and Application                              | 10/1/2025             | 10/1/2026              | 10/1/2025               | \$15,000,000                         | \$0               |
| Chlorine                                                                | 10/1/2025             | 10/1/2026              | 10/1/2025               | \$15,000,000                         | \$9               |
| Sewer Back-up                                                           | 10/1/2025             | 10/1/2026              | 10/1/2025               | \$1,000,000 occ /<br>\$1,000,000 agg | \$0               |
| Underground Gasoline, Diesel and Fuel Oil Storage Tanks Aggregate       | 10/1/2025             | 10/1/2026              | 10/1/2025               | \$55,000                             | \$0               |
| Underground Gasoline, Diesel and Fuel Oil Storage Tanks Each Occurrence | 10/1/2025             | 10/1/2026              | 10/1/2025               | \$55,000                             | \$0               |



# GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

## Public Entities Pool of Ohio

### City of Beachwood

Effective Date: 10/01/2025

Expiration Date: 10/01/2026

SUBJECT TO THE TERMS AND CONDITIONS OF THE  
GOVERNMENTAL PROPERTY AGREEMENT

| SECTION | COVERAGE LIMIT | DEDUCTIBLE |
|---------|----------------|------------|
|---------|----------------|------------|

#### SECTION III – PROPERTY DAMAGE

|                                                                   |                |         |
|-------------------------------------------------------------------|----------------|---------|
| Buildings*                                                        | \$119,662,127  | \$2,500 |
| Personal Property*                                                | \$7,651,569    | \$2,500 |
| Accounts Receivable                                               | \$250,000      |         |
| Animals                                                           | \$25,000       |         |
| Appearance Allowance                                              | \$25,000       |         |
| Arson or Theft Reward                                             | \$10,000       |         |
| Athletic Surfaces                                                 | \$50,000       |         |
| Building or Addition Under Construction                           | \$1,000,000    | \$2,500 |
| Building or Addition Under Construction - Frame Construction Type | Excluded       |         |
| Debris Removal                                                    | \$250,000      |         |
| Decontamination Costs                                             | \$25,000       |         |
| Electronic Vandalism                                              | \$250,000      |         |
| Equipment Rental Reimbursement                                    | \$250,000      |         |
| Errors or Omissions                                               | \$500,000      |         |
| Expediting Expenses                                               | \$250,000      |         |
| Fine Arts - Unscheduled                                           | \$25,000       |         |
| Fire Department Service Charge                                    | Actual Cost    |         |
| Fire Extinguishing Systems                                        | Actual Cost    |         |
| Fire Hydrants (Unscheduled)                                       | \$10,000       |         |
| Golf Course Sand Traps, Tee and Greens                            | 10,000/250,000 |         |
| Green Coverage                                                    | \$100,000      |         |
| Guide Rails                                                       | \$10,000       |         |
| Land and Water Cleanup Expense                                    | \$10,000       |         |
| Locks and Keys                                                    | \$25,000       |         |

# GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

## Public Entities Pool of Ohio

### City of Beachwood

Effective Date: 10/01/2025

Expiration Date: 10/01/2026

SUBJECT TO THE TERMS AND CONDITIONS OF THE  
GOVERNMENTAL PROPERTY AGREEMENT

| SECTION                                            | COVERAGE LIMIT | DEDUCTIBLE |
|----------------------------------------------------|----------------|------------|
| Money and Securities                               | \$250,000      | \$1,000    |
| New Generation                                     | \$10,000       |            |
| Newly Constructed or Acquired Property             | \$2,000,000    | \$2,500    |
| Off-Premises Service Interruption Property Damage  | \$25,000       |            |
| Off-Premises Storage - Property Under Construction | \$10,000       |            |
| Ordinance or Law                                   | \$500,000      |            |
| Outdoor Signs                                      | \$10,000       |            |
| Outdoor Trees and Shrubs                           | 10,000/250,000 |            |
| Parking Meters and Charging Stations               | \$5,000        |            |
| Personal Prop Not at a Covered Location            | \$50,000       |            |
| Personal Property of Others                        | \$250,000      | \$2,500    |
| Pollution Cleanup Expense                          | \$100,000      |            |
| Professional Fees                                  | \$5,000        |            |
| Property Removed from a Covered Location           | \$250,000      |            |
| Protection and Preservation of Property            | \$250,000      |            |
| Terrorism                                          | See GPA 0780   | \$0        |
| Transit Coverage                                   | \$100,000      |            |
| Underground Fiber Optic Cable                      | \$10,000       |            |
| Underground Lines                                  | \$1,000,000    |            |
| Unscheduled Misc Property                          | \$10,000       |            |
| Unscheduled Playground Equipment                   | \$25,000       |            |
| Unscheduled Property in the Open                   | \$100,000      |            |
| Valuable Papers and Records                        | \$250,000      |            |
| Water and Sewer Backup                             | \$100,000      |            |

# GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

## Public Entities Pool of Ohio

### City of Beachwood

Effective Date: 10/01/2025

Expiration Date: 10/01/2026

SUBJECT TO THE TERMS AND CONDITIONS OF THE  
GOVERNMENTAL PROPERTY AGREEMENT

| SECTION                                         | COVERAGE LIMIT   | DEDUCTIBLE |
|-------------------------------------------------|------------------|------------|
| SECTION IV - TIME ELEMENT                       |                  |            |
| Civil Authority                                 | Maximum 30 days  |            |
| Civil Authority                                 | \$25,000         |            |
| Computer Systems and Non-physical Damage        | \$10,000         |            |
| Contingent Tax Revenue Interruption             | \$25,000         |            |
| Contingent Time Element                         | \$10,000         |            |
| Earnings During Protection/Preservation         | \$25,000         |            |
| Expenses to Reduce Loss                         | \$25,000         |            |
| Extended Earnings, Extra Expense and Cost       | \$50,000         |            |
| Extended Gross Earnings, Extra Expense and Cost | Maximum 180 days |            |
| Extended Period of Coverage                     | \$25,000         |            |
| Extra Expense and Cost                          | \$250,000        |            |
| Gross Earnings                                  | \$250,000        |            |
| Leasehold Interest                              | \$10,000         |            |
| Rental Coverage                                 | \$10,000         |            |
| Soft Costs                                      | \$5,000          |            |
| Storm Debris Removal                            | \$5,000          |            |

# GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

## Public Entities Pool of Ohio

### City of Beachwood

Effective Date: 10/01/2025

Expiration Date: 10/01/2026

SUBJECT TO THE TERMS AND CONDITIONS OF THE  
GOVERNMENTAL PROPERTY AGREEMENT

| SECTION | COVERAGE LIMIT | DEDUCTIBLE |
|---------|----------------|------------|
|---------|----------------|------------|

#### SECTION V - EQUIPMENT BREAKDOWN

|                                             |                                            |              |
|---------------------------------------------|--------------------------------------------|--------------|
| Total Limit per one Breakdown*              | \$100,000,000                              | See GPA 0644 |
| Power Generating Equipment                  | Excluded                                   |              |
| Civil Authority                             | \$25,000                                   |              |
| Data or Media                               | \$250,000                                  |              |
| Defense                                     | Unlimited                                  |              |
| Dependent Properties                        | \$25,000                                   |              |
| Earnings                                    | \$100,000                                  |              |
| Electrical Surge and Electrical Disturbance | \$100,000                                  |              |
| Error in Description                        | \$500,000                                  |              |
| Expediting Expenses                         | \$250,000                                  |              |
| Extended Earnings and Extra Expense         | \$100,000                                  |              |
| Extra Expense                               | \$100,000                                  |              |
| Green Alternatives                          | \$100,000                                  |              |
| Hazardous Substance                         | \$100,000                                  |              |
| New Generation                              | \$10,000                                   |              |
| Newly Acquired Locations                    | \$2,000,000                                |              |
| Off Premises Equipment                      | \$50,000                                   |              |
| Ordinance or Law                            | \$500,000                                  |              |
| Refrigerant Contamination                   | \$100,000                                  |              |
| Service Interruption                        | \$100,000                                  |              |
| Spoilage                                    | Included with Refrigerant<br>Contamination |              |
| Water Damage                                | \$100,000                                  |              |

#### SECTION VI – CRIME

|                                            |           |         |
|--------------------------------------------|-----------|---------|
| Crime                                      | \$250,000 | \$1,000 |
| Computer Fraud and Funds Transfer          | \$250,000 |         |
| Employee Theft - Per Employee              | \$250,000 | \$1,000 |
| Employee Theft - Per Loss                  | \$250,000 | \$1,000 |
| Forgery or Alteration                      | \$250,000 |         |
| Inside Premises - Robbery or Safe Burglary | \$250,000 | \$1,000 |
| Money Orders and Counterfeit Money         | \$250,000 | \$1,000 |
| Outside Premises                           | \$250,000 | \$1,000 |
| Theft, Disappearance, Destruction of Money | \$250,000 | \$1,000 |



# GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

## Public Entities Pool of Ohio

### City of Beachwood

Effective Date: 10/01/2025

Expiration Date: 10/01/2026

SUBJECT TO THE TERMS AND CONDITIONS OF THE  
GOVERNMENTAL PROPERTY AGREEMENT

| SECTION                                  | COVERAGE LIMIT | DEDUCTIBLE |
|------------------------------------------|----------------|------------|
| SECTION VII - AUTOMOBILE PHYSICAL DAMAGE |                |            |
| Airbags                                  | \$5,000        | \$0        |
| Commandeered Property                    | \$250,000      | \$0        |
| Emergency Response Automobile            | \$25,000       | \$0        |
| Freezing of Equipment Coverage           | \$25,000       | \$0        |
| Hired Automobile Physical Damage         | \$50,000       | \$0        |
| Lease Gap                                | \$25,000       | \$0        |
| Not At Fault Collision Deductible Waiver | \$2,500        | \$0        |
| Personal Automobile (Deductible)         | Actual Cost    | \$0        |
| Property in an Unattended Auto           | \$1,000        | \$0        |
| Recertification                          | Actual Cost    | \$0        |
| Rental Automobile Agreement              | \$10,000       | \$0        |
| Rental Reimbursement Aggregate           | \$100,000      | \$0        |
| Rental Reimbursement Per Day             | \$1,000        | \$0        |
| Roadside Assistance                      | \$5,000        | \$0        |
| Temporary Substitute Automobile          | \$2,500        | \$0        |
| Terrorism                                | See GPA 0780   | \$0        |



# GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

## Public Entities Pool of Ohio

### City of Beachwood

Effective Date: 10/01/2025

Expiration Date: 10/01/2026

SUBJECT TO THE TERMS AND CONDITIONS OF THE  
GOVERNMENTAL PROPERTY AGREEMENT

| SECTION | COVERAGE LIMIT | DEDUCTIBLE |
|---------|----------------|------------|
|---------|----------------|------------|

#### SECTION VIII - EARTH MOVEMENT

|                                                                        |              |          |
|------------------------------------------------------------------------|--------------|----------|
| Earthquake                                                             | \$10,000,000 | \$25,000 |
| Earth Movement Accounts Receivable                                     | \$250,000    |          |
| Earth Movement Animals                                                 | \$25,000     |          |
| Earth Movement Athletic Surfaces                                       | \$50,000     |          |
| Earth Movement Debris Removal                                          | \$250,000    |          |
| Earth Movement Decontamination Costs                                   | \$25,000     |          |
| Earth Movement Expediting Expense                                      | \$250,000    |          |
| Earth Movement Fine Arts - Unscheduled                                 | \$25,000     |          |
| Earth Movement Fire Department Service Charge                          | Actual Cost  |          |
| Earth Movement Fire Extinguishing Systems                              | Actual Cost  |          |
| Earth Movement Green Coverage                                          | \$100,000    |          |
| Earth Movement Locks and Keys                                          | \$25,000     |          |
| Earth Movement Money and Securities                                    | \$25,000     |          |
| Earth Movement Off-Premises Service Interruption Property Damage       | \$25,000     |          |
| Earth Movement Off-Premises Storage - Property Under Construction      | \$10,000     |          |
| Earth Movement Ordinance or Law                                        | \$500,000    |          |
| Earth Movement Outdoor Signs                                           | \$10,000     |          |
| Earth Movement Parking Meters and Charging Stations                    | \$5,000      |          |
| Earth Movement Personal Prop Not at a Covered Location                 | \$50,000     |          |
| Earth Movement Personal Property at Newly Acquired or Leased Locations | \$1,000,000  |          |
| Earth Movement Professional Fees                                       | \$5,000      |          |
| Earth Movement Property Removed from a Covered Location                | \$250,000    |          |
| Earth Movement Protection and Preservation of Property                 | \$250,000    |          |
| Earth Movement Transit Coverage                                        | \$100,000    |          |
| Earth Movement Unscheduled Misc Property                               | \$10,000     |          |
| Earth Movement Unscheduled Playground Equipment                        | \$25,000     |          |
| Earth Movement Valuable Papers and Records                             | \$250,000    |          |

# GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

## Public Entities Pool of Ohio

### City of Beachwood

Effective Date: 10/01/2025

Expiration Date: 10/01/2026

SUBJECT TO THE TERMS AND CONDITIONS OF THE  
GOVERNMENTAL PROPERTY AGREEMENT

| SECTION | COVERAGE LIMIT | DEDUCTIBLE |
|---------|----------------|------------|
|---------|----------------|------------|

#### SECTION IX – FLOOD

|                                                               |              |          |
|---------------------------------------------------------------|--------------|----------|
| Flood                                                         | \$10,000,000 | \$25,000 |
| Flood Accounts Receivable                                     | \$100,000    |          |
| Flood Animals                                                 | \$25,000     |          |
| Flood Athletic Surfaces                                       | \$50,000     |          |
| Flood Debris Removal                                          | \$250,000    |          |
| Flood Decontamination Costs                                   | \$25,000     |          |
| Flood Expediting Expenses                                     | \$250,000    |          |
| Flood Fine Arts - Unscheduled                                 | \$5,000      |          |
| Flood Fire Department Service Charge                          | Actual Cost  |          |
| Flood Fire Extinguishing Systems                              | Actual Cost  |          |
| Flood Green Coverage                                          | \$100,000    |          |
| Flood Locks and Keys                                          | \$25,000     |          |
| Flood Money and Securities                                    | \$25,000     |          |
| Flood Off-Premises Service Interruption Property Damage       | \$25,000     |          |
| Flood Off-Premises Storage - Property Under Construction      | \$10,000     |          |
| Flood Ordinance or Law                                        | \$500,000    |          |
| Flood Outdoor Signs                                           | \$10,000     |          |
| Flood Parking Meters and Charging Stations                    | \$5,000      |          |
| Flood Personal Prop Not at a Covered Location                 | \$25,000     |          |
| Flood Personal Property at Newly Acquired or Leased Locations | \$1,000,000  |          |
| Flood Professional Fees                                       | \$5,000      |          |
| Flood Property Removed from a Covered Location                | \$250,000    |          |
| Flood Protection and Preservation of Property                 | \$250,000    |          |
| Flood Transit Coverage                                        | \$10,000     |          |
| Flood Unscheduled Misc Property                               | \$10,000     |          |
| Flood Unscheduled Playground Equipment                        | \$25,000     |          |
| Flood Valuable Papers and Records                             | \$100,000    |          |

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS the City has adopted a tax budget effective January 1, 2026; and

WHEREAS, the City is required to adopt a Resolution Accepting the Amounts and Rates as determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Fiscal Officer by October 1, 2025; and

WHEREAS, for Fiscal Year 2026, the County Budget Commission established the City's tax rate as follows:

|                       |            |
|-----------------------|------------|
| Inside 10 mill limit  | 1.60 mills |
| Outside 10 mill limit | 0.00 mills |
| Total                 | 1.60 mills |

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

Section 1: Council hereby adopts this Resolution Accepting the Amounts and Rates as determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Fiscal Officer in accordance with Exhibit "A", which is attached hereto and made a part hereof.

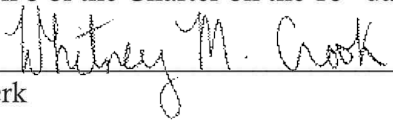
Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

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 the Tax Budget must be filed with the County Fiscal Officer no later than October 1, 2025; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2025-46

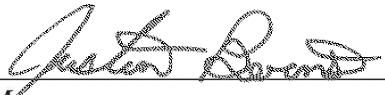
Attest:

I hereby certify this legislation was duly adopted on the 15<sup>th</sup> day of September, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of September, 2025.

  
Clerk

Approval:

I have approved this legislation this 16<sup>th</sup> day of September, 2025 and filed it with the Clerk

  
Mayor

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

---

**TO:** Mayor Justin Berns, Finance Chair Jillian DeLong  
**FROM:** Larry A. Heiser, Finance Director *LAH*  
**RE:** Accepting the rates from County Budget Commission  
**DATE:** September 5, 2025

As the second step of the 2026 Budget Cycle – we have received back from the County the approved property tax rates for 2026. City Council will need to approve the Resolution Accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Fiscal Officer. Deadline is September 30, 2025.

The first step of the 2026 Budget cycle was passage of the Tax Budget. The City submits the Tax Budget to the County for review and approval. The County then returns the Tax Rate Resolution, which is based upon the Tax Budget, which was filed, to the City for approval. Now the City will vote to confirm the rates. In most cases the County does not modify or change the rate without consultation with the city, in Beachwood's case the rates approved by the Tax Budget are the same rates being approved by the Tax Rate Resolution. This process is designed to have the proper checks and balances in place with regards to property tax collections by the County on behalf of the political subdivisions (Metro Parks, Libraries, MRDD). The County is confirming all property taxes levied against each property owner in each political subdivision in the County.

Please let me know if you have any questions.

Larry

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE  
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES  
AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER

(CITY COUNCIL)  
Revised Code, Secs. 5705.34-5705.35

The Council of the City of Beachwood, Cuyahoga  
County, Ohio, met in \_\_\_\_\_ session on the \_\_\_\_\_ day of \_\_\_\_\_  
(Regular Or Special)  
2025, at the office of \_\_\_\_\_ with the following members  
present:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mr./Mrs. \_\_\_\_\_ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously  
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st,  
2026; and

WHEREAS, The Budget Commission of Cuyahoga County, Ohio, has  
certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate  
of each tax necessary to be levied by this Council, and what part thereof is without, and what part  
within the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of Beachwood,  
Cuyahoga County, Ohio, that the amounts and rates, as determined  
by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate  
of each tax necessary to be levied within and without the ten mill limitation as follows:

| FUND                         | Amount to Be Derived from Levies Outside 10 M. Limitation | Amount Approved by Budget Commission Inside 10 M. Limitation | County Fiscal Officer's Estimate of Tax Rate to be Levied |                     |
|------------------------------|-----------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------|---------------------|
|                              |                                                           |                                                              | Inside 10 M. Limit                                        | Outside 10 M. Limit |
|                              | Column II                                                 | Column IV                                                    | V                                                         | VI                  |
| General Fund                 |                                                           |                                                              | 0.40                                                      | 0.00                |
| General Bond Retirement Fund |                                                           |                                                              | 0.40                                                      | 0.00                |
| Police Pension               |                                                           |                                                              | 0.80                                                      |                     |
| Park Fund                    |                                                           |                                                              |                                                           | 0.00                |
| Recreation Fund              |                                                           |                                                              |                                                           |                     |
| Fund                         |                                                           |                                                              |                                                           |                     |
| Fund                         |                                                           |                                                              |                                                           |                     |
| Fund                         |                                                           |                                                              |                                                           |                     |
| TOTAL                        | \$0                                                       | \$0                                                          | 1.60                                                      | 0.00                |

**SCHEDULE B**

**LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

| FUND                                                                                     | Maximum Rate<br>Authorized<br>to Be Levied | Co. Fiscal Officer's<br>Est. of Yield of Levy<br>(Carry to Schedule<br>A, Column II) |
|------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------------|
| <b>GENERAL FUND:</b>                                                                     |                                            |                                                                                      |
| Current Expense Levy authorized by voters on _____,20<br>for not to exceed _____ years.  |                                            |                                                                                      |
| Current Expense Levy authorized by voters on _____,20<br>for not to exceed _____ years.  |                                            |                                                                                      |
| <b>Total General Fund outside 10m. Limitation.</b>                                       |                                            |                                                                                      |
| Park Fund: Levy authorized by voters on _____,20<br>for not to exceed _____ years.       |                                            |                                                                                      |
| Recreation Fund: Levy authorized by voters on _____,20<br>for not to exceed _____ years. |                                            |                                                                                      |
| Fund: Levy authorized by voters on _____<br>for not to exceed _____ years.               |                                            |                                                                                      |
| Fund: Levy authorized by voters on _____,20<br>for not to exceed _____ years.            |                                            |                                                                                      |
| Fund: Levy authorized by voters on _____,20<br>for not to exceed _____ years.            |                                            |                                                                                      |
| Fund: Levy authorized by voters on _____,20<br>for not to exceed _____ years.            |                                            |                                                                                      |

and be it further

RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this

Resolution to the Fiscal Officer of said County.

Mr./Mrs. \_\_\_\_\_ seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

Mr./Mr \_\_\_\_\_

Mr./Mr \_\_\_\_\_

Mr./Mr \_\_\_\_\_

Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Attest:

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Clerk of Council



**CERTIFICATE OF COPY  
ORIGINAL ON FILE**

The State of Ohio, \_\_\_\_\_ County, ss.

I, \_\_\_\_\_, Clerk of the Council of the City

of \_\_\_\_\_ within and for said County, and in whose custody the Files  
and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby  
certify that the foregoing is taken and copied from the original \_\_\_\_\_

\_\_\_\_\_

now on file, that the foregoing has been compared by me with said original document,  
and that the same is a true and correct copy thereof.

WITNESS my signature, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Clerk of Council  
\_\_\_\_\_

No. \_\_\_\_\_

\_\_\_\_\_  
COUNCIL OF THE CITY OF

\_\_\_\_\_  
County, Ohio.  
\_\_\_\_\_

RESOLUTION  
ACCEPTING THE AMOUNTS AND RATES  
AS DETERMINED BY THE BUDGET  
COMMISSION AND AUTHORIZING THE  
NECESSARY TAX LEVIES AND CERTIFYING  
THEM TO THE COUNTY FISCAL OFFICER

(City Council)

\_\_\_\_\_  
Adopted \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Clerk of Council  
\_\_\_\_\_

Filed \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
County Fiscal Officer

By \_\_\_\_\_  
Deputy

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH STRYKER PROCARE SERVICES TO PROVIDE MAINTENANCE, INSPECTION, AND PREVENTATIVE SERVICES FOR POWER LOAD COTS, POWER LOAD SYSTEMS, AND STAIR CHAIRS FOR THE CITY OF BEACHWOOD, OHIO FIRE & RESCUE DEPARTMENT FROM JANUARY 1, 2026 THROUGH DECEMBER 31, 2029, WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, based upon the recommendation of the Fire Chief, the City desires to enter into a four-year service agreement with Stryker ProCare Services to provide maintenance, inspection, and preventative services for the City of Beachwood Fire & Rescue Department's power load cots, power load systems, and stair chairs; and

WHEREAS, this preventative maintenance program keeps the units in good working order, extends the life of the systems, certifies their functionality and safety, and ensures that the equipment used in patient transport and stairway movement is reliable and safe; and

WHEREAS, the proposal from Stryker reflects a total cost not to exceed Sixty-Four Thousand Four Hundred Thirty-Six Dollars and Eighty Cents (\$64,436.80) for four (4) consecutive years, effective January 1, 2026 through December 31, 2029; and

WHEREAS, competitive bidding is waived as Stryker is the Original Equipment Manufacturer (OEM) and sole source provider of parts and services for this equipment.

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

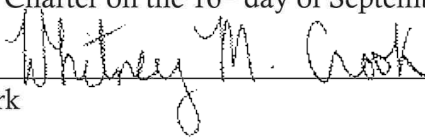
Section 1: Based upon the recommendation of the Fire Chief, the Mayor is hereby authorized to enter into an agreement and waive competitive bidding based upon the quotation from Stryker ProCare Services, a copy of which is attached hereto and incorporated herein as Exhibit "A", to provide maintenance, inspection, and preventative services for power load cots, power load systems, and stair chairs used by the City of Beachwood Fire & Rescue Department in an amount not to exceed Sixty-Four Thousand Four Hundred Thirty-Six Dollars and Eighty Cents (\$64,436.80) for four (4) consecutive years, effective January 1, 2026 through December 31, 2029. The contract shall be in a form approved by and acceptable to the Law Director.

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

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that it is necessary to approve this Agreement at the earliest time so that the City can continue to provide safe and reliable safety/rescue services to its residents; 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 15<sup>th</sup> day of September, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of September, 2025.

  
Clerk

Approval:

I have approved this legislation this 16<sup>th</sup> day of September, 2025 and filed it with the Clerk.

  
Mayor

## **INTEROFFICE MEMO**

**TO:** Mayor Berns  
**FROM:** Steven M. Holtzman, Chief  
**DATE:** September 2, 2025  
**SUBJECT:** Power Cot Load System Service contract

Mayor Berns,

Attached is a four-year service agreement with the Stryker company for service, inspection and maintenance of our rescue squad's power load cots, power load system and stair chairs. This preventative maintenance program keeps our units in good working order, extends the life of the systems, certifies their functionality and safety. These Cots and load systems are used on every patient transport and the stair chair systems are used several times a month to move patients up and down stairs safely. The total cost for the four years is \$64,436.80. I would like to get this placed on the council meeting agenda. Please feel free to contact me with any questions that you may have.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read "Steven M. Holtzman", with a long horizontal flourish extending to the right.



4 YEAR PREVENT

Quote Number: 11158910

Version: 1

Prepared For: CITY OF BEACHWOOD FIRE AND RESCUE

Attn:

Rep: Jason Roberts

Email:

Phone Number:

GPO: CUSTOMER CONTRACT

Quote Date: 08/05/2025

Expiration Date: 11/03/2025

DUAL Service Rep Name: BrentRieman

DUAL Service Rep Email: brent.rieman@stryker.com

Contract Start: 01/01/2026

Contract End: 12/31/2029

| Delivery Address |                                   | Sold To - Shipping |                                   | Bill To Account |                                   |
|------------------|-----------------------------------|--------------------|-----------------------------------|-----------------|-----------------------------------|
| Name:            | CITY OF BEACHWOOD FIRE AND RESCUE | Name:              | CITY OF BEACHWOOD FIRE AND RESCUE | Name:           | CITY OF BEACHWOOD FIRE AND RESCUE |
| Account #:       | 20126190                          | Account #:         | 20126190                          | Account #:      | 20126190                          |
| Address:         | 2655 RICHMOND RD                  | Address:           | 2655 RICHMOND RD                  | Address:        | 2655 RICHMOND RD                  |
|                  | BEACHWOOD                         |                    | BEACHWOOD                         |                 | BEACHWOOD                         |
|                  | Ohio 44122-1755                   |                    | Ohio 44122-1755                   |                 | Ohio 44122-1755                   |

ProCare Products:

| #                       | Product           | Description                                                                                     | Months | Qty | Discount % | Sell Price | Total       |
|-------------------------|-------------------|-------------------------------------------------------------------------------------------------|--------|-----|------------|------------|-------------|
| 1.0                     | POWERPRO-PROCARE  | PROCARE-SVC-POWERPRO<br>√ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service   | 48     | 5   | 15.0%      | \$5,630.40 | \$28,152.00 |
| 2.0                     | POWERLOAD-PROCARE | PROCARE-SVC-POWER-LOAD<br>√ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service | 48     | 4   | 15.0%      | \$7,996.80 | \$31,987.20 |
| 3.0                     | STR-CHAIR-PROCARE | PROCARE-SVC-STAIR-CHAIR<br>√ Parts, Labor, Travel √ Preventative Maintenance                    | 48     | 4   | 15.0%      | \$1,074.40 | \$4,297.60  |
| ProCare Annual Payment: |                   |                                                                                                 |        |     |            |            | \$16,109.20 |

Price Totals:

Grand Total: \$64,436.80



4 YEAR PREVENT

Quote Number: 11158910  
Version: 1  
Prepared For: CITY OF BEACHWOOD FIRE AND RESCUE  
Attn:

Rep: Jason Roberts  
Email:  
Phone Number:

GPO: CUSTOMER CONTRACT  
Quote Date: 08/05/2025  
Expiration Date: 11/03/2025

DUAL Service Rep Name: BrentRieman  
DUAL Service Rep Email: brent.rieman@stryker.com

Contract Start: 01/01/2026  
Contract End: 12/31/2029

\_\_\_\_\_  
Authorized Customer Signer (Printed)      Date

\_\_\_\_\_  
Stryker Authorized Signature (Printed)      Date

\_\_\_\_\_  
Authorized Customer Signature      Date

\_\_\_\_\_  
Stryker Authorized Signature      Date

\_\_\_\_\_  
Purchase Order Number

**Service Terms and Conditions:**  
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at [www.stryker.com/stnc](http://www.stryker.com/stnc) The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement. The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a written agreement governing the purchase/sale of goods and/or services.

Payment Schedule

Starting Balance:

\$64,436.80

| Date       | Payment     | Balance     |
|------------|-------------|-------------|
| 01/01/2026 | \$16,109.20 | \$48,327.60 |
| 01/01/2027 | \$16,109.20 | \$32,218.40 |
| 01/01/2028 | \$16,109.20 | \$16,109.20 |
| 01/01/2029 | \$16,109.20 | \$ -        |

## **Equipment Service Plan**

| <b>Line Item #</b> | <b>Model</b>   | <b>ProCare Materials</b> | <b>Serial #</b> |
|--------------------|----------------|--------------------------|-----------------|
| 1.0                | 650600000<br>0 | PROCARE-SVC-POWERPRO     | 140239314       |
| 1.0                | 650600000<br>0 | PROCARE-SVC-POWERPRO     | 140239316       |
| 1.0                | 650600000<br>0 | PROCARE-SVC-POWERPRO     | 2102003500505   |
| 1.0                | 650600000<br>0 | PROCARE-SVC-POWERPRO     | 140239315       |
| 1.0                | 650600000<br>0 | PROCARE-SVC-POWERPRO     | 161239048       |
| 2.0                | 639000000<br>0 | PROCARE-SVC-POWER-LOAD   | 161239853       |
| 2.0                | 639000000<br>0 | PROCARE-SVC-POWER-LOAD   | 140239176       |
| 2.0                | 639000000<br>0 | PROCARE-SVC-POWER-LOAD   | 140239175       |
| 2.0                | 639000000<br>0 | PROCARE-SVC-POWER-LOAD   | 140239177       |
| 3.0                | 625200000<br>0 | PROCARE-SVC-STAIR-CHAIR  | 040139807       |
| 3.0                | 625200000<br>0 | PROCARE-SVC-STAIR-CHAIR  | 040139806       |
| 3.0                | 625200000<br>0 | PROCARE-SVC-STAIR-CHAIR  | 040139808       |
| 3.0                | 625200000<br>0 | PROCARE-SVC-STAIR-CHAIR  | 120339607       |



## Purchase Order Form



Account Manager \_\_\_\_\_  
Cell Phone \_\_\_\_\_

Purchase Order Date \_\_\_\_\_  
Expected Delivery Date \_\_\_\_\_  
Stryker Quote Number \_\_\_\_\_

Check box if Billing same as Shipping ☐

| BILL TO               | CUSTOMER # |
|-----------------------|------------|
| Billing Account Num   |            |
| Company Name          |            |
| Contact or Department |            |
| Street Address        |            |
| Add'l Address Line    |            |
| City, ST ZIP          |            |
| Phone                 |            |

| SHIP TO               | CUSTOMER # |
|-----------------------|------------|
| Shipping Account Num  |            |
| Company Name          |            |
| Contact or Department |            |
| Street Address        |            |
| Add'l Address Line    |            |
| City, ST ZIP          |            |
| Phone                 |            |

Authorized Customer Initials \_\_\_\_\_

Authorized Customer Initials \_\_\_\_\_

| DESCRIPTION                          | QTY                  | TOTAL                |
|--------------------------------------|----------------------|----------------------|
| REFERENCE QUOTE <input type="text"/> | <input type="text"/> | <input type="text"/> |

### Accounts Payable Contact Information

Name \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_

Stryker Terms and Conditions  
[www.stryker.com/stnc](http://www.stryker.com/stnc)

### Authorized Customer Signature

Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

Attachment Stryker Quote Number

\*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

## STANDARD TERMS OF SALE (US)

- 1. General.** All sales of Products distributed by Stryker in the United States are subject to the following terms and conditions. In these “Standard Terms of Sale”, “Stryker” means Stryker Corporation and any of its affiliates providing Products to Customer, goods and services sold by Stryker are referred to as “Products”, and the purchaser of the Products is referred to as the “Customer.” Stryker and Customer are herein collectively referred to as “Parties”.
- 2. Price and Taxes.**
  - 2.1. Prices shown on Stryker invoices are net of discounts provided at the time of purchase and Products listed on an invoice may be subject to additional rebates or discounts, for which separate documentation is provided by Stryker. Customer must: (i) claim the value of all rebates and/or discounts in Customer’s fiscal year earned or the immediately following fiscal year; (ii) properly report and appropriately reflect and allocate prices paid net of all discounts and rebates in Medicare/Medicaid cost reports and all claims for payment filed with third party payors as required by law or contract; and (iii) provide agents of the U.S. or a state agency with access to all information from Stryker concerning discounts and rebates upon request.
  - 2.2. Stryker’s price does not include sales, use, value added, franchise, gross receipts, profits, excise, privilege, occupation, personal property, withholding and all other federal, state or local or foreign taxes, import or customs fees and duties associated with an order, however designated (collectively, “Taxes”). Customer will be liable for all Taxes, whether or not Stryker invoices Customer for such Taxes (unless Customer will provide Stryker at the time an order is submitted with an exemption certificate or other documents acceptable to taxing or customs authorities).
- 3. Payment Terms.** Unless otherwise provided on Stryker’s invoice, invoices must be paid in full by Customer thirty (30) days after the date of Stryker’s invoice. Any amount not paid on time may be subject to a late fee of 1.5% per month prorated (18% per annum), or the maximum interest rate allowable by law, whichever is the highest. Stryker, in its sole discretion, reserves the right to change terms of payment and/or discontinue further shipments or suspend services, without prejudice to any other lawful remedy, in the event that: (i) the sale would cause to be exceeded any credit limit that Stryker will have extended to Customer under Section 4 below; (ii) if at any time Stryker determines that Customer’s financial condition or credit rating does not justify a sale on credit; or (iii) Customer is at any time in default in any indebtedness or obligation that Customer owes to Stryker. Stryker may require advance payment or may ship Cash on Delivery (“COD”). Payment must be made to Stryker at the location designated in Stryker’s invoice. Customer must notify Stryker in writing of any disputed invoice within fifteen (15) days of its receipt. The writing must provide Stryker with sufficient detail regarding the basis and amount of the dispute. If Customer does not dispute an invoice within fifteen (15) days of its receipt, such invoice will be deemed to have been approved and accepted by Customer.
- 4. Credit Policies.** Based upon Customer’s financial position and payment history, Stryker may, in Stryker’s sole discretion, assign Customer a credit limit. Customer’s total pending orders and outstanding accounts payable to Stryker must remain within the amount of the credit limit. Stryker may at any time, in Stryker’s sole discretion, modify or discontinue Customer’s credit limit or modify Stryker’s credit terms and other credit policies. Neither this paragraph nor any other provision of these Standard Terms of Sale makes Customer a dealer or distributor of Stryker or obligates Stryker to sell any Products to Customer.
- 5. Delivery, Title and Risk of Loss.** Unless otherwise provided on an invoice, or except for Products purchased on a consignment basis, all Products purchased directly from Stryker will be shipped F.O.B Origin, freight, insurance and handling prepaid and added to the invoice. Title and risk of loss transfer to Customer upon Stryker’s delivery of the Products to a common carrier. Shipping and delivery dates are estimates only, and time is not of the essence. Stryker may ship all the Products at one time or in portions. Stryker will have the right to determine the method of shipment and routing of the Products, unless Stryker agrees otherwise in writing. Stryker will not utilize Customer’s designated third party freight management service to ship Product. All Products will be shipped to the address indicated in the “ship to” portion of Customer’s purchase order. Stryker reserves the right to refuse to ship the Products to third parties.
- 6. Consignment and Loaned Instrumentation.** To the extent Products are consigned or loaned to Customer, the additional terms and conditions set forth in in [Appendix 1](#) hereto will apply.
- 7. Stryker Communications Products.** To the extent Products purchased by Customer include equipment and installation services provided by Stryker’s Communications division, the additional terms and conditions set forth in [Appendix 2](#) hereto will apply.
- 8. Trade-in Equipment.** If applicable, any trade-in discount offered by Stryker and may be reflected on an invoice is an additional discount given by Stryker as a result of trade-in equipment remitted to Stryker by Customer at Customer’s request. Customer transfers and delivers unto Stryker all of Customer’s rights, title and interest in and to such trade-in equipment and all trade-in equipment must be shipped, at Customer’s expense, to the address designated by Stryker within the time period agreed to by the Parties. All trade-in equipment must be appropriately packaged, consistent with Stryker’s instructions or if such instructions have not been provided, with good commercial practice. Customer assumes responsibility for shipment of trade-in equipment to Stryker and for risk of loss or damage during shipment. Trade-in equipment must be accompanied by a copy of the purchase order or the trade-in order number. Failure to return trade-in equipment in accordance with these instructions may result in forfeiture of the trade-in discount, for which Stryker will bill Customer, to be paid by Customer in accordance with Section 3.
- 9. Service Providers.** In the event Customer utilizes any supply chain solutions and/ or invoicing systems (“Service Provider”) other than GHX, Stryker is not responsible for any fees associated with such Service Provider. Notwithstanding the foregoing if Customer

utilizes a Service Provider at Customer's own cost, Stryker requires a separately executed agreement between Stryker and such Service Provider which shall require the Service Provider to maintain the confidentiality of Stryker's proprietary or confidential information ("**Confidential Data**") and prohibits Service Provider from (i) disclosing and/or selling any data disclosed to a third party or (ii) using it for the sole purpose of obtaining benchmarking analysis. Customer represents and warrants that any data disclosed to Service Provider will be protected by confidentiality language no less stringent than in these Standard Terms of Sale and also including the following limitations: Confidential Data shall not be sold to a third party or used for the any purpose other than for the reason it was disclosed (e.g., billing and/or invoicing).

- 10. Product Training.** Stryker may provide technical training, including both initial training for new users and supplemental training for existing users, as needed to promote the safe and effective use of its Products sold to Customer. Such technical training will be provided for any health care practitioner who uses or intends to use the Product and is employed by, or is on the active medical staff of, Customer. If Stryker provides the technical training to a health care professional, it may pay for or reimburse the reasonable expenses, including meals, lodging and transportation, actually incurred by eligible recipients in connection with the technical training provided under this paragraph. Such training is not deemed a condition precedent to sale of the Products or Customer's acceptance thereof.

**11. Warranties, Return Policies and Maintenance.**

- 11.1. In addition to Stryker's current standard Product warranties, if applicable, Stryker warrants that: (i) it has good title to Products shipped directly to Customer, free of all liens, claims and encumbrances; and (ii) the Products, at the time of sale, meet applicable FDA clearance or approval (as applicable) necessary for commercial sale. Notwithstanding the foregoing clause (i), Customer agrees that Stryker will retain a purchase money security interest in the Products, and to any proceeds from the disposition of such Products, until the purchase price and other charges due Stryker have been paid in full. Upon any default by Customer hereunder, Stryker will have any and all rights and remedies of secured party under the Uniform Commercial Code which right will be cumulative.
- 11.2. THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1 AND STRYKER'S STANDARD PRODUCT WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS SOLD TO CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
- 11.3. Products returned by Customer for credit, replacement and/or repair will be at Stryker's sole discretion and in accordance Stryker's applicable return policy.
- 11.4. Stryker's standard Product warranties and return policies can be found at [www.stryker.com/returnpolicy](http://www.stryker.com/returnpolicy). Stryker's Product warranties apply only to (i) the original end-user purchaser of Products directly from Stryker or its authorized distributors and (ii) Products manufactured by Stryker. Unless otherwise agreed to in writing by Stryker, non-Stryker Products are sold "as-is" with no warranty of any kind, express or implied.
- 11.5. In addition to Stryker's standard Product warranties, service plans for repairs and maintenance may be purchased at any time for a number of Stryker's capital equipment Products. These special service plans cover repair and/or maintenance that the designated piece of equipment may require during the term of the service plan contract. Specific service plan details are available through your local Stryker sales representative. Stryker's service terms and conditions are set forth in **Appendix 3** hereto.
- 11.6. Customer agrees that Stryker may monitor use of the Products, and services provided through the Products, by Customer and users and collect and use Stryker Data, including to compile information related to the provision, operation or use of a Product, facilitate the provision of support, consulting, training and other services, and verify compliance with the terms of this Standard Terms of Sale. Stryker may use and make publicly available, Stryker Data to the extent and in the manner permitted under applicable law. Stryker owns Stryker Data, and Customer grants Stryker a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer's Content incorporated within the Stryker Data. "**Stryker Data**" means any data relating to or arising from the business operations or plans, services and products of Stryker or the performance or use of the Products or that may aide Stryker in optimizing resources and support; may be used to improve products or services, may be used in research and development regarding products or services; may be used in verification of security and data integrity of products or services or in resource planning, industry trends, benchmarking, or contract administration (e.g., data used for sales compensation), and any Personal Information that is aggregated and not identified or identifiable to any individual.

**12. Software License.**

- 12.1. Certain Products contain software that is installed into the Products by Stryker. Stryker owns this software and each sale of a software-containing Product is not a sale of such software; it includes only a license to use the software in the Product in which the software was initially installed solely in accordance with the documentation provided with such Product. The license for any such software may be embedded in the equipment, the product documentation or available on <https://www.stryker.com/us/en/legal/it.html> and shall automatically apply to such product on first use of the product. ANY SOFTWARE LICENSE PROVIDED BY STRYKER DOES NOT EXTEND TO ANY MAINTENANCE OR SERVICE SOFTWARE SHIPPED TO OR LOCATED AT CUSTOMER'S PREMISES WHICH IS INTENDED TO ASSIST STRYKER EMPLOYEES OR AGENTS IN THE INSTALLATION, TESTING, SERVICE, AND MAINTENANCE OF ANY PRODUCT. CUSTOMER ACKNOWLEDGES THAT SOFTWARE PROVIDED WITH A PRODUCT MAY CONTAIN THIRD PARTY SOFTWARE (INCLUDING BUT NOT LIMITED TO OPEN SOURCE SOFTWARE LICENSES), AND THAT SUCH SOFTWARE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE APPLICABLE LICENSE THAT ACCOMPANIES IT. A LIST OF OPEN SOURCE SOFTWARE USED IN STRYKER PRODUCTS AND THEIR APPLICABLE LICENSES MAY BE FOUND AT <https://www.stryker.com/us/en/legal/it.html>.



- 12.2. Any license granted by Stryker to use the software contained in its Products does not give the licensee the right to copy, alter, disassemble, reverse engineer, create derivative works of such software or to use such software in either original or modified form in any product other than the Stryker Product in which the software was initially installed by Stryker. Such use is strictly prohibited.
- 12.3. Prior to delivering a Product containing software, Stryker may, but is not required to, require Customer to execute a license agreement to acknowledge the terms of this Section 12 and any additional terms under which Stryker may elect to license its software. If a Customer elects not to sign a license agreement, Stryker reserves the right to cancel the order for the Product containing the software. If Customer accepts a Product without agreeing to any additional licensee agreement, Customer is still bound by the license term set forth herein. If Customer receives a Stryker Product without executing a license, the Customer is still bound by the applicable license.

### **13. Indemnity.**

- 13.1. ~~Stryker agrees to indemnify Customer from any third party liability ("Claims") which Customer suffers directly as a result of: (i) a defect in workmanship of the Products that are manufactured by Stryker; or (ii) if applicable, a defect in the reprocessing services, for any Products that are subject to Stryker's reprocessing services. This indemnification does not apply to Claims arising from: (a) an injury due to the negligence of any person other than an employee or agent of Stryker; (b) the failure of any person other than an employee or agent of Stryker to follow any labeling, manuals and/or instructions for use of the Products; (c) the use of any product (or any accessories) not purchased from Stryker; or (d) Product that has been modified, altered, or repaired by any person other than an employee or agent of Stryker. Customer agrees to indemnify Stryker against any Claims to the extent arising from (a) through (d) above due to the negligent acts or omissions of Customer or its officers, employees, representatives or agents. The rights and obligations relating to indemnification for any Claims relating to a Product are expressly defined only by these Standard Terms of Sale.~~
- 13.2. ~~Stryker's indemnification obligations under this Section 13 are conditioned on Customer promptly providing Stryker with timely written notice of any Claim for which indemnification is sought. Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent (which will not be unreasonably withheld).~~

### **14. Insurance.**

- 14.1. Stryker will maintain general liability insurance, including coverage for products and completed operations liability, auto liability insurance and workers' compensation and employer's liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Stryker that might arise out of Stryker's execution under these Standard Terms of Sale. To the extent permitted by applicable laws and regulations, Stryker has the right to comply with this requirement through a program of self-insurance. When requested by Customer in writing, Stryker will furnish an insurance certificate or other documentation evidencing the insurance or self-insurance coverage required above.
- 14.2. Customer will maintain appropriate types of liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Customer that might arise out of purchases of Products by Customer hereunder, including liability arising out of Customer's indemnity obligations set forth in Section 13 above. When requested by Stryker in writing, Customer will provide a certificate of insurance evidencing such coverage.

**15. Limitation of Liability.** STRYKER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THESE STANDARD TERMS OF SALE (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) WILL NOT EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCTS MINUS DEPRECIATION OR IN THE CASE OF SERVICES, SERVICE FEES PAID BY CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. NEITHER PARTY WILL BE ENTITLED TO, NOR WILL BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS OR REVENUE OR BUSINESS INTERRUPTION.

**16. Confidentiality.** Stryker and Customer: (i) will hold in strictest confidence Product pricing, proposals, invoices and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; (ii) hereby covenant that, subject to Section 2.1, they will not disclose such information to any third party without prior written authorization of the one to whom such information relates; and (iii) agree that any breach or threatened breach of this section may cause irreparable harm, that a remedy at law will be inadequate to remedy such a breach or threatened breach, and that this section will be enforceable by way of a restraining order or injunction, without the necessity of posting a bond, in addition to any other available legal remedies.

**17. Default.** In the event of Customer's default in payment for the Products purchased hereunder, Customer will be responsible for all reasonable costs and expenses (including reasonable attorney's fees) incurred by Stryker in collection of any sums owing by Customer, and Stryker will not be obligated to make any further deliveries to Customer. Should Customer elect to cancel its order, in whole or in part, Customer will be liable to Stryker for any non-refundable deposits and reasonable cancellation charges that will include, but not be limited to, all costs and expenses incurred by Stryker in connection with procuring and filling Customer's purchase order.

**18. Unavoidable Delay.** If Stryker is not able to finish and deliver the Products to Customer on time because of anything that Stryker cannot control (such as act of God, casualty, labor trouble, accidents or unavailability of supplies or transportation), then the estimated delivery time will be extended accordingly, and Stryker will not be liable to Customer for any damages that the delay causes.

- 19. Compliance with Law; Not For Resale or Export.** Customer represents and warrants that it: (i) will comply with all applicable laws and regulations of the various states and of the United States in the use of the Products; and (ii) is buying Product(s) for its internal use only, and not for resale or export.
- 20. Miscellaneous.** These Standard Terms of Sale constitute the entire agreement between the Parties with respect to the purchase of Products, and any modification or amendments must be in writing and signed by both Parties. The Standard Terms of Sale are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer. In the event the Parties enter into a written agreement with respect to the purchase of Products and there is a conflict between the written agreement and these Standard Terms of Sale, the terms and conditions of such written agreement shall govern. Any additional, different, or conflicting terms and conditions on any such document issued by Customer at any time are hereby rejected by Stryker and will not be binding in any way on Stryker. Neither Party will transfer or assign any or all of its rights or interests, or delegate any of its obligations, hereunder, without the prior written consent of the other Party (which consent will not be unreasonably withheld); provided, however, Stryker may assign its rights or interests, or delegate its obligations, in whole or in part, to any of its affiliates without the prior consent of Customer. The Standard Terms of Sale will be binding upon, will inure to the benefit of, and be enforceable by permitted successors and assigns of the Parties. The rights and remedies conferred under these Standard Terms of Sale apply only to Stryker and Customer and will not be construed to inure to the benefit of or provide any right of action to any other person, including without limitation any patient or third-party payor. In the event that any provision of these Standard Terms of Sale is determined to be unenforceable or invalid, such provision will nonetheless be enforced to the fullest extent permitted by applicable law, and such determination will not affect the validity and enforceability of any other remaining provisions. These Standard Terms of Sale will be governed by and construed in accordance with the laws of the State of Michigan as applicable to contracts made and to be performed in that state, without regard to conflicts of laws principles.
- 21. Professional Services.** Stryker may provide professional services to Customer, including, but not limited to, consulting, advisory, program development and implementation and data analytics services. Such services are only provided to Customer, and governed by, separate services contracts entered into by Stryker and Customer and are not subject to these Standard Terms of Sale.

## APPENDIX 1 - CONSIGNMENT AND LOANED INSTRUMENTATION TERMS

### 1. Consignment.

- 1.1. Stryker will place at Customer's facility on a consignment basis, such quantities and types of Product as Customer and Stryker may mutually agree upon (the "**Consigned Inventory**"). The initial quantities, types and applicable par levels for Consigned Inventory (and any future modification thereto) will be agreed upon in writing by the Parties. Customer must provide appropriate space to store and safeguard the Consigned Inventory. Customer fully acknowledges and accepts complete responsibility for the Consigned Inventory and agrees to handle and store the Consigned Inventory in compliance with all applicable Product labeling, laws and regulations. Customer agrees to maintain protocols and/or procedures to ensure compliance with the same.
- 1.2. All Consigned Inventory is the property of Stryker until withdrawn by Customer; however, Customer accepts all risk of loss and full responsibility for the condition of any shortages in and the payment for all Consigned Inventory which may be used, opened, lost, or damaged. Customer must return to Stryker all damaged Consigned Inventory, and Stryker will arrange to have the damaged items destroyed. Customer must use reasonable efforts to: (i) identify all Consigned Inventory as being the property of Stryker and label it separately by Stryker division within Customer's storerooms and operating rooms; (ii) separate Consigned Inventory from property of Customer (including products housed in inventory carts); and (iii) maintain complete and accurate records concerning the Consigned Inventory.
- 1.3. Customer, in its sole discretion, will determine whether to withdraw items of Consigned Inventory. As a Product is withdrawn from the Consigned Inventory, the Product will be deemed to have been purchased by Customer, title in the Product will pass to Customer and title in the sale proceeds will vest in and belong to Stryker. Within two (2) business days from the withdrawal from Consigned Inventory, Customer must issue to Stryker a purchase order for such withdrawn Product. In the event Customer fails to issue a purchase order to Stryker, Stryker, at its option, may place Customer on credit hold and remove Consigned Inventory from Customer's facility. Customer acknowledges that Stryker incurs substantial administrative costs when purchase orders are delayed beyond the purchase order issuance timeframe set forth herein. Stryker shall assess, and Customer shall pay, an administrative surcharge for the delayed issuance of purchases orders as follows (the "**Administrative Surcharge**"): 2% of the purchase order amount for a purchase order issued one to five (1-5) days late; 5% of the purchase order amount for a purchase order issued six to ten (6-10) days late; 8% of the purchase order amount for a purchase order issued eleven to fifteen (11-15) days late; 10% of the purchase order amount for a purchase order issued sixteen (16) or more days late.
- 1.4. Stryker may conduct an audit (including a physical inventory) of the Consigned Inventory during business hours upon 24 hours' notice to Customer. In the event that Stryker's audit of the Consigned Inventory concludes that inventory is missing, Customer agrees that it will pay to Stryker any monies which are due and owing based on the missing inventory. In the event that Stryker's audit of the Consigned Inventory concludes that a surplus exists, Stryker will adjust Consigned Inventory par levels as necessary to reflect the levels as determined by the audit. Customer and Stryker agree to meet within fifteen (15) days after an audit has been completed by Stryker to resolve whether a surplus or a shortfall exists.
- 1.5. In the event the Consigned Inventory includes human tissue grafts, Customer agrees to: (i) comply with all applicable federal and state laws and regulations relating to the consigned human tissue grafts, including, without limitation, all applicable tissue tracking requirements and applicable standards and guidelines adopted by the American Association of Tissue Banks; and (ii) control the consigned human tissue grafts according to temperature requirements and JCAHO Tissue and Issuance Standards 17.10, 17.20, and 17.30.
- 1.6. Upon notice or expiration or termination of a consignment arrangement, Customer will, within ten (10) days, deliver as directed by Stryker all Consigned Inventory then in the possession or control.

### 2. Loaned Instrumentation. If applicable, Stryker may provide certain of its non-disposable orthopaedic surgical instruments ("**Instrumentation**") to Customer as follows:

- 2.1. Stryker will place at Customer's facility on a loaned basis, such quantities and types of Product or Instrumentation as Customer and Stryker mutually agree upon (collectively, the "**Loaned Inventory**").
- 2.2. Customer will have no ownership interest in the Instrumentation; however, Customer is responsible for maintaining the Instrumentation in good condition and for using reasonable care in its handling and storage. Customer will be responsible for any loss of or damage to the Instrumentation. Customer must use reasonable efforts to (i) identify all Loaned Inventory as being the property of Stryker, (ii) separate Loaned Inventory from other property of Customer, and (iii) maintain complete and accurate records concerning the Loaned Inventory.
- 2.3. Except as otherwise provided, Instrumentation will be provided by Stryker on a loaned basis at no additional cost or expense to Customer except as noted in the preceding paragraph. The Instrumentation provided is restricted for use with the Products only and is not separately reimbursable and has no independent value. Customer will maintain appropriate property insurance on the Instrumentation during the term of any Instrumentation loan arrangement to provide coverage against loss by theft, fire damage, acts of nature or other cause. Upon request by Stryker, Customer will provide a certificate of insurance evidencing such coverage, which will name Stryker as a named insured and loss payee, as its interests may appear.
- 2.4. Upon expiration of termination of an Instrumentation loan arrangement, Customer shall within ten (10) days, deliver by Stryker all Loan Inventory then in its possession or control.

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## APPENDIX 2 – STRYKER COMMUNICATIONS EQUIPMENT PURCHASE AND INSTALLATION SERVICES TERMS

The terms of this Appendix 2 will apply to Customer's purchase of Stryker Communications equipment ("**Equipment**") and any related services from Stryker's Communications division. In the event of a conflict or inconsistency between the Standard Terms of Sale and this Appendix 2, relative to Equipment and services sold by the Communications division only, this Appendix 2 will govern. Stryker Communications may offer standalone software products to Customer. Such software is only licensed to Customer, and governed by, separate software license agreements entered into by Stryker Communications and Customer and are not subject to these Standard Terms of Sale, including this Appendix 2.

### 1. **Equipment Purchases.**

#### 1.1. **Payment Terms:**

- 1.1.1. **Deposit:** A non-refundable deposit of fifty percent (50%) of the Equipment purchase price will be due upon Stryker Communications acceptance of Customer's purchase order ("**Deposit**").
- 1.1.2. **Additional Payments:** Additional payments for Equipment will be invoiced upon Stryker Communications shipment of the Equipment and are payable by Customer in accordance with the Standard Terms of Sale.
- 1.1.3. **Engineering Services:** Charges for any Engineering Services (as defined in Section 1.3 below) will be invoiced by Stryker Communications as they are performed, or upon shipment of Equipment to Customer, whichever is later. Such invoices are payable by Customer in accordance with the Standard Terms of Sale.
- 1.1.4. **Contingency:** Customer may elect to include a contingency charge amount on its purchase order that may be applied as a credit for potential future changes or additions to the Stryker Communications Equipment that Customer wishes to purchase ("**Contingency Charge**"). If Customer elects to make such a change or addition, any charges for such change or addition will be added to the Equipment purchase price and will be deducted from the Contingency Charge until such Contingency Charge is exhausted. Customer may make changes or additions in an amount up to the then current balance of the Contingency Charge without initiating the Change Order process as further described in Section 1.4 below. Pricing for all Equipment changed or added in such a way will be at a discount off Stryker Communications list price equivalent to the discount provided on the applicable purchase order. In the event of an unapplied Contingency Charge balance upon completion of the order, Customer will not be obligated to pay such amount. Unapplied Contingency Charge balances may be cancelled upon written request from the Customer.

#### 1.2. **Shipment and Installation Dates:**

- 1.2.1. The Parties agree to estimate the date that installation of the Equipment will occur (the "**Anticipated Installation Date**"). The actual dates of shipment will be mutually agreed upon between Stryker Communications and Customer ("**Shipment Date**"); provided, however, that the Anticipated Installation Date may not be changed less than eight (8) weeks prior to the scheduled Anticipated Installation Date. Stryker Communications will use its commercially reasonable best efforts to meet all Shipment Dates requested by Customer. Customer understands that production and installation scheduling will not occur until Stryker Communications' receipt of: (i) Customer's deposit payment pursuant to Section 1.1.1; and (ii) a completed shipment and installation date confirmation form. If Customer requests a rescheduling of the installation date with less than eight (8) weeks' notice prior to the Anticipated Installation Date, Customer agrees to accept all shipments of ordered Products no later than the original installation date and, if necessary, make necessary arrangements for storage of the Stryker Communications Equipment at Customer's expense until the rescheduled installation date.
- 1.2.2. If Customer delays or extends shipment or installation of the Equipment, Customer will arrange for and notify Stryker Communications of the place or places to which Stryker Communications will ship the Equipment for storage at Customer's expense and all risk of loss or damage to the Equipment will be the responsibility of the Customer. Stryker Communications will invoice Customer for the Equipment upon shipment and Customer agrees to pay such invoice in accordance with the Standard Terms of Sale.
- 1.3. **Engineering Services:** Stryker Communications agrees to provide the engineering services described in the project proposal provided to Customer, if any, subject to the terms and conditions hereof ("**Engineering Services**").
- 1.4. **Change Orders:** Options, upgrades and additions to Stryker Communications Equipment may be available ("**Change Orders**"). Change Orders will require a new purchase order or an addendum to the original purchase order, which could result in changes to the total purchase price. Change Orders made less than eight (8) weeks prior to the scheduled installation date may result in shipping delays and additional expenses for expedited shipping.

**2. Installation Services:** Charges for Installation Services (as defined in Section 2.2 below) will be invoiced upon Customer Acceptance (as defined in Section 2.2 below). If installation of the Equipment is completed in phases at Customer's request, Stryker Communications will invoice Customer separately for the Installation Services provided in each phase. Such invoices are payable by Customer in accordance with the Standard Terms of Sale.

- 2.1. **Customer Acceptance:** Acceptance of Installation Services will occur on the earlier of the following: (i) Stryker Communications' receipt of a "Customer Acceptance Form" signed by Customer; (b) clinical utilization of Stryker Communications Equipment by Customer; or (iii) fifteen (15) days after the completion of installation of Stryker Communications Equipment ("**Customer Acceptance**").
- 2.2. **Installation Services:** The Installation Services to be provided by Stryker in connection with Stryker Communications Equipment are further defined in the project proposal provided to Customer (the "**Installation Services**"). Customer's proposal should state whether



installation pricing includes work on nights, weekends, multiple trips (e.g. phased project installations), and/or union support. If not explicitly noted, Installation Services are presumed to include regular working hours, single phase, and no union support. Please consult the appropriate Stryker Communications Sales Representative with any questions. If additional Installation Services are required: (i) because of Customer's failure to complete its Pre-Installation Responsibilities described below in Section 2.4.2; (ii) because of a Customer requests to install in a manner dissimilar to that quoted (e.g. weekends only); or (iii) if the installation date is rescheduled with less than eight (8) weeks' notice prior to the Anticipated Installation Date, Stryker Communications may, at its discretion, invoice Customer an additional \$1,500 per day per installation technician.

## 2.3. Stryker Responsibilities

- 2.3.1. **Pre-Installation Meeting Responsibilities:** Stryker Communications will facilitate an Equipment pre-installation planning meeting to be held at Customer's site before construction begins. At, or before this meeting, Stryker Communications will provide Customer and Customer representatives with Stryker Communications Equipment pre-installation guide ("**Pre- Installation Guide**"). Additional detailed pre-installation requirements are included in the Pre-Installation Guides. All pre- installation work performed must adhere to the Pre-Installation Guide. Stryker Communications will schedule and lead the discussions and review the Drawings (as defined in Section 2.4.2 below) with Customer's Project Manager, Clinical Department Manager and representatives from all installing contractors. Stryker Communications will schedule and lead the discussion and review of the Pre-Installation Guide and designation of exact responsibilities of all contractors. Stryker Communications will schedule and lead the discussion of mounting plate(s) placement, pre-install design specifications and routing requirements of all applicable services.
- 2.3.2. **Layout/Placement Drawings:** Stryker Communications will provide final Equipment layout/placement drawings ("**Drawings**") for review within five (5) business days of acceptance of purchase order and Deposit payment. The Drawings will include Product placement and configuration of services. Within six (6) weeks after acceptance of Customer's purchase order and no less than fourteen (14) weeks before the scheduled Shipment date, Customer must deliver to Stryker Communications a copy of the signed Drawings, which have been approved by the Customer's Project Manager and the Clinical Department Manager (or respective designees). Customer understands Stryker Communications will not schedule production until the signed Drawings are received by Stryker Communications; and Stryker Communications is not responsible for any direct or indirect costs related to resulting delays.
- 2.3.3. **Inspection and Evaluation Responsibilities:** Stryker Communications will review superstructure requirement (e.g. weights and moments) with Customer's contractors and Project Manager. When requested, Stryker Communications will provide Customer with knowledgeable third-party resources regarding superstructure. Any consulting done with said third parties will be at the Customer's expense. Stryker Communication will review equipment installation procedures and process with Customer. Stryker Communications will track construction schedules and make certain both Parties are adhering to originally agreed upon timelines. Stryker Communications will provide Customer with specifications necessary to order applicable network services (obtaining and payment for these services are the Customer's responsibility).
- 2.3.4. **Installation Responsibilities:** Stryker Communications is responsible for the Equipment installation responsibilities as stated in the Pre-Installation Guide (these responsibilities apply only to purchased Stryker Communications Equipment unless otherwise agreed upon in the project proposal).
- 2.3.5. **Technical Support:** Technical phone support for trouble shooting and technical questions on the Equipment is available at no charge to Participant during the applicable warranty period. Technical phone support for trouble shooting and technical questions is available 8:00 a.m. to 5:00 p.m. CST Monday- Friday. Additional service and support packages, if not purchased under this Agreement, are available at Stryker Communications then-prevailing rates for such services. Please contact your Stryker Communications Sales Representative for more information.

## 2.4. Customer Responsibilities

- 2.4.1. **Customer Pre-Installation Meeting Responsibilities:** Customer commits to: (i) ensure representatives of Customer's contractors (e.g. electrical, mechanical, gas installer, architect, structural engineer) and Customer's Project Manager, Clinical Department Manager, and any other appropriate Customer personnel are in attendance at all meetings; (ii) provide final completion dates for completion of electrical panel test, gas performance test, and superstructure; (iii) obtain all necessary permits, inspections and/or licenses related to the proposed work; (iv) ensure that the superstructure meets the Stryker Communications requirements; (v) ensure that all Customer requirements in the Pre-Installation Guides have been addressed; and (vi) provide network access (as applicable).
- 2.4.2. **Customer Pre-Installation Responsibilities:** Prior to installation date, Customer agrees to: (i) remove all old Equipment from the installation area and transport to Customer's disposal area; (ii) provide ready access to installation site(s) for Stryker Communications personnel; (iii) ensure that the installation site has been prepared in compliance with Stryker Communications specifications as detailed in the Pre-Installation Guides, (including the installation of mounting ring and other support apparatus for the Equipment); (iv) ensure all conduits and gas installation provided by Customer's contractors are installed as specified in the Drawings and any applicable architectural drawings; (v) ensure Equipment shipping containers (unopened) are in the installation location (including endoscopic equipment, if applicable); (vi) ensure that AC electrical circuits are installed as provided in the Pre-Installation Guides; and (vii) ensure data and other rough-in requirements specified in the Pre-Installation Guides are connected, working and complete. Customer understands and agrees to complete and send to Stryker Communications the install and ship confirmation form at least eight (8) weeks prior to installation date.
- 2.4.3. **Customer Installation Responsibilities:** Customer responsibilities include: (i) arrange for a locally certified electrician to complete electrical power connections to Stryker Communications Equipment; (ii) arrange for a locally certified medical gas technician to test gas connections in Stryker Communications Equipment; (iii) ensure that the Customer designated staff members who are responsible for Product maintenance are available for instruction on basic maintenance procedures; and (iv)



perform inspection and functional assessment of installed Stryker Communications Equipment to agreed upon specifications and provide written notification of approval (Customer acceptance form) or complete a project punch list (nonconforming items that have no functional effect on the system) within ten (10) business days of completed Installation Services.

- 2.4.4. Stryker Communications and Customer jointly agree to organize an inspection and valuation meeting to be held at least thirty (30) days before installation date. Customer is responsible for ensuring all appropriate personnel are in attendance.

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## APPENDIX 3 - PROCARE SERVICES – TERMS AND CONDITIONS

The terms of this Appendix 3 will apply to Customer's purchase of Services as outlined in the Stryker Quote for Service ("Quote"). In the event of a conflict or inconsistency between the Standard Terms of Sale and this Appendix 3, relative to Service, this Appendix 3 will govern.

1. **Service.** Stryker will perform the repair and maintenance services (collectively, the "Services") to Capital Equipment ("Equipment") rendered in connection with the Quote.
2. **Service Terms and Conditions.** The Services will be subject to the ProCare Services Terms and Conditions set forth below.
3. **Product Maintenance.** Customer is required to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
4. **Warranty; Limitations of Warranty and Liability.** During the Term, Stryker warrants, with the exception of software maintenance services, the following:
  - 4.1. Stryker has the experience, capability and resources to perform the Services, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
  - 4.2. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
  - 4.3. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
  - 4.4. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
  - 4.5. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS.
5. **Customer Obligations.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of the Standard Terms of Sale. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under the Standard Terms of Sale and represents that it will obtain all necessary consents from patients.
6. **Limitations and Exclusions from Service.** Notwithstanding any other provision set forth herein, the Services not covered under this Standard Terms of Sale as determined by Stryker in its sole discretion are as follows: (a) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (b) catastrophe, fire, flood or act(s) of God; (c) damage resulting from faulty maintenance, improper storage, repair, handling or improper use (including use of non-Stryker accessories or consumables), damage and/or alteration by non-Stryker-authorized personnel; (d) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (e) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (f) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (g) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious and/ or biohazardous substances; (h) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; (i) any Services provided by Stryker Endoscopy do not include replacement lamps, fee-based software upgrades, voice control upgrades and disposable or consumable products or parts; (j) any Services provided by the Stryker Medical division do not include batteries (unless stated in Stryker's quote), mattresses, disposable items, IV poles or rust or corrosion damage; (k) any Services provided for Equipment used for Navigation does not include: (i) parts, labor & travel associated with hardware or instrument upgrades needed to accommodate software upgrades, and (ii) products associated with or required for use to accommodate software upgrades; or (l) any Services provided by Stryker Communications do not include surgical light replacement bulbs, documentation stations, fee-based software upgrades, service lines, mounting structures, upgrades/field modifications and disposable or consumable products or parts. Customer agrees to provide personal protective equipment ("PPE") to OnSite/Clinical

Specialists. Notwithstanding anything else in this Standard Terms of Sale in the event Customer fails to provide appropriate industry-standard PPE to all OnSite/Clinical Specialists, as determined in Stryker's sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite/Clinical Specialist Coverage until Customer provides such PPE; or (ii) terminate the applicable Service.

## 7. Indemnification.

- 7.1. Stryker will indemnify Customer against any third party liability and/or damages ("**Claims**") which Customer suffers directly as a result of bodily injury (including death) or property damage arising solely from the gross negligence or, willful misconduct of Stryker or its employees agents, or contractors in the course of providing Services. The foregoing indemnification will not apply to any Claims arising from: (i) an injury or damage due to the negligence of any person other than a Stryker employee or agent; (ii) the failure of any person other than a Stryker employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker; or (iv) any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent. Customer agrees to indemnify and defend Stryker against any Claims arising from (i) through (iv) above due to the negligent acts or omissions of Customer or its officers, employees, representatives or agents.
- 7.2. Stryker's indemnification obligations under this Section 7 are conditioned on Customer promptly providing Stryker with timely written notice of any Claim for which indemnification is sought. Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent (which will not be unreasonably withheld).

## 8. Return of Instrumentation or Equipment.

In the event instrumentation ("**Instrumentation**") or Equipment provided to Stryker contains patient information ("**PHI**"), such PHI should be removed before servicing. Moreover, PHI is not needed in order to properly repair any Instrumentation or Equipment provided by Customer. Stryker is not responsible for and may not be held liable for the integrity or security of any PHI contained on any Instrumentation or Equipment.

## 9. Confidentiality.

Stryker and Customer: (i) shall hold in confidence this Standard Terms of Sale and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (ii) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies.

## 10. Non-Solicitation and Non-Hire.

Customer agrees that, during the Term and for a period of one (1) year following Service, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.

## 11. Background Check.

Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check consists of the following:

- Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
- Employment history verification;
- SSN trace, including address history verification;
- OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
- FDA Debarment and Disqualified/Restricted List search;
- OIG/HHS Exclusion List check;
- EPLS/GSA Exclusion List check;
- Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
- Motor vehicle check

During the Term, a Customer may request a meeting with Stryker to review the performance, behavior or expectations of Stryker service personnel who are assigned to provide service at Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

## 12. Parts and Subcontracting.

Stryker may elect to use new or used parts related to the Services in its sole discretion. Stryker reserves the right to hire subcontractors to perform the Services.

## 13. Independent Contractor.

The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.

\*\*\*\*\*

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE ONE (1) PIERCE FIRE ENGINE FOR THE CITY OF BEACHWOOD, OHIO FIRE & RESCUE DEPARTMENT FROM ATLANTIC EMERGENCY SOLUTIONS, INC., UNDER THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM, WAIVING COMPETITIVE BIDDING, AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Fire Chief has recommended the purchase of one (1) Pierce Fire Engine under the Sourcewell Cooperative Purchasing Program Contract No. #113021-OKC;

WHEREAS, build times for new fire engines are currently estimated at fifty-one (51) to fifty-three (53) months, requiring the City to plan further in advance for vehicle replacement than previously required;

WHEREAS, purchasing the fire engine at this time will allow the City to establish and maintain a sustainable replacement schedule, while also avoiding a minimum of two scheduled price increases prior to the next budget period;

WHEREAS, the City has received a quotation from Atlantic Emergency Solutions, Inc. for the purchase of one (1) Pierce Fire Engine in a total amount not to exceed One Million Two Hundred Sixty-Four Thousand One Hundred Eighty-Six Dollars and Twenty-Five Cents (\$1,264,186.25).

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

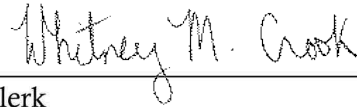
Section 1: The Mayor is hereby authorized to enter into a contract for the purchase of one (1) Pierce Fire Engine from Atlantic Emergency Solutions, Inc., under the Sourcewell Cooperative Purchasing Program Contract No. #113021-OKC, in an amount not to exceed One Million Two Hundred Sixty-Four Thousand One Hundred Eighty-Six Dollars and Twenty-Five Cents (\$1,264,186.25), and to waive competitive bidding as further outlined on the Purchase Agreement, as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein.

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

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 necessary to purchase the Fire Engine at the earliest possible time in order to lock in the City's build spot, secure the reduced quoted price, and ensure the ability to continue to provide safe and reliable service to its residents; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest:

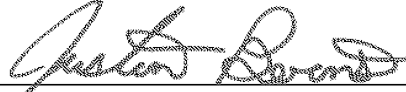
I hereby certify that this legislation was duly adopted on the 15<sup>th</sup> day of September, 2025 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16<sup>th</sup> day of September, 2025.



Clerk

Approval:

I have approved this legislation this 16<sup>th</sup> day of September, 2025, and filed it with the Clerk.



Mayor

## **INTEROFFICE MEMO**

**TO:** Justin Berns  
**FROM:** Steven M. Holtzman, Chief  
**DATE:** September 4, 2025  
**SUBJECT:** New Pierce Fire Engine

Approved 9/5/2025



Mayor Berns,

Attached is a price quote for the purchase of a new Pierce Fire Engine. With build times currently at 51-53 Months, we have had to plan further in advance for replacement of current vehicles. This purchase will allow for our department to be on a sustainable replacement schedule. In addition, by purchasing the engine now it will allow us to avoid a minimum of two price increases that have been scheduled prior to the next budget season. By signing the contract now, it will lock in our build spot and the price for the Fire Engine. The Cost for the new Fire Engine is \$1,264,186.00. I would like to request your approval to have this placed on the next council agenda. Please feel free to contact me with any questions that you may have.

Respectfully submitted,







This purchase agreement (together with all attachments referenced herein, collectively, the "Agreement"), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation ("Atlantic"), and **Beachwood Fire Department**, ("Customer") is effective on the last signature date set forth on the signature lines below (the "Effective Date").

1. Purchase and Payment. Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, as the "Apparatus") as more fully described in the specifications attached hereto as Exhibit A (the "Specifications") and incorporated herein for the total purchase price of **\$1,264,186.2500** USD (the "Purchase Price"). Payment shall be made as set forth on Exhibit A. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control. The Purchase Price does not include any applicable state, local, and/or transit rates of sales and use tax. Any discount(s), whether implied or explicit, will be applied upon delivery, acceptance, and final invoicing of Apparatus.

2. Changes to Specifications. If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) ("Manufacturer Modifications"); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as "Compliance Modifications"), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic ("Change Order"). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

3. Persistent Inflationary Environment. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. Atlantic will document any such updated price for the Customer's approval before proceeding and provide an option to cancel the order.

4. Cancellation or Default by Customer. In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that an amount equal to Thirty Percent (30%) of the Purchase Price ("Liquidated Damages") is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of Liquidated Damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means, and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the Liquidated Damages amount set forth above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code (UCC) Secured Transactions provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic

shall be entitled to recovery from Customer an amount equal to all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment, breach or other non-performance hereunder by Customer.

5. Delivery, Inspection and Acceptance. (a) Delivery. It is estimated that the Apparatus shall be ready for delivery F.O.B. (Macedonia Ohio) within **51-53 Months** from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph ten (10) below. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. Atlantic shall advise Customer when the Apparatus is ready for delivery to (or pick-up by) Customer. (b) Inspection and Acceptance. Upon delivery of possession of the Apparatus of Customer, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect") within said fifteen (15) day period. If the Apparatus is not in substantial and material conformance with the Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within said fifteen (15) day period, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

6. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.  
Director of Order Management  
12351 Randolph Ridge Lane  
Manassas, Virginia 20109

Customer:  
Beachwood Fire Department  
2655 Richmond Rd.  
Beachwood, Ohio 44122

7. Warranty. Any applicable warranty or warranties are attached hereto as **Exhibit B** (collectively, the "Warranty") and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

8. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH SEVEN (7) ABOVE AND **EXHIBIT B** TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

10. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic's control which make Atlantic's performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.



11. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

12. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

13. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

14. Governing Law; Waiver of Jury Trial; Jurisdiction. The law of the Commonwealth of Virginia shall govern: (a) all claims or matters related to or arising from this Agreement; and (b) any questions concerning the construction, interpretation, validity and enforceability of this Agreement, and the performance of the obligations imposed by this Agreement, in each case without giving effect to any choice-of-law or conflict-of-law rules or provisions (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the Commonwealth of Virginia. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN THE PARTIES (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH, OR RELATED OR INCIDENTAL TO THE AGREEMENT. Each of the parties submits to the exclusive jurisdiction of the General District and Circuit Courts of the County of York, Virginia with respect to any litigation arising out of or relating to this Agreement and agrees that all claims in respect of any such litigation shall be heard and determined exclusively in such courts. Each party also agrees not to bring any litigation arising out of or relating to this Agreement in any other court.

15. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus, and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

16. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

17. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

**ATLANTIC EMERGENCY SOLUTIONS, INC.**

**CUSTOMER: Beachwood Fire Department**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**SPECIFICATIONS AND  
PURCHASE DETAIL FORM**  
Atlantic Emergency Solutions, Inc.  
Director of Order Management  
12351 Randolph Ridge Lane  
Manassas, Virginia 20109

Date: August 26<sup>th</sup> 2025

Customer Name: Beachwood Fire Department

| Quantity | Chassis Type | Body Type     | Price per Unit               |
|----------|--------------|---------------|------------------------------|
| 1        | Impel        | Rescue Pumper | \$1,264,186. <del>2500</del> |
|          |              |               | \$                           |
|          |              |               | \$                           |
|          |              |               | \$                           |
|          |              |               | \$                           |

**Payment Terms:** If not sooner paid, the Purchase Price, plus Change Order(s) shall be due and payable in full upon delivery of notice to Customer that the Apparatus is available for delivery to (or pickup by) Customer. Except as specifically set forth in the attached Agreement or otherwise agreed to by Atlantic in writing, Atlantic shall not be obligated to release or deliver possession of the Apparatus to Customer until Atlantic has received payment in full of the Purchase Price plus any Change Order(s).

**Prepayment Discount:** If paid in full within 30 days of contract signing, the new total cost of the truck would be \$1,154,496.00 which is a savings of \$109,690.00

Includes: Source Well used as the consortium #113021-OKC, Sensible Products to outfit the truck once it arrives, Two trips for up to four department members for the pre-construction and final inspection meetings.

Other Terms:

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements: Atlantic Emergency Solutions will provide training up to three consecutive days once the truck is delivered.

If any portion of the Purchase Price is to be made subsequent to delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.

**EXHIBIT B**

**WARRANTY**

**(A complete copy of any and all applicable warranties is attached  
hereto and incorporated herein by this reference.)**

|                                                                                   |                           |                                            |                                                                                      |
|-----------------------------------------------------------------------------------|---------------------------|--------------------------------------------|--------------------------------------------------------------------------------------|
|  |                           | <b>CONTRACT PRICING WORKSHEET</b>          |                                                                                      |
|                                                                                   |                           | Contract No.                               | Date Prepared                                                                        |
|                                                                                   |                           | #113021-OKC                                |                                                                                      |
| Buying Agency:                                                                    | Beachwood Fire Department | Dealer:                                    | Atlantic Emergency Solutions                                                         |
| Contact Person:                                                                   |                           | Sales Rep:                                 | Chris Najsztup                                                                       |
| Member Number:                                                                    |                           | Phone:                                     | 740-677-3852                                                                         |
| Phone:                                                                            |                           | Email:                                     | <a href="mailto:cnajsztup@atlanticemergency.com">cnajsztup@atlanticemergency.com</a> |
| Email:                                                                            |                           | Pierce Bid #:                              | 1281                                                                                 |
| <b>Base Spec.</b>                                                                 |                           |                                            |                                                                                      |
| Sourcewell ID #                                                                   | Description:              | Sourcewell Price List Date                 | Published Contract Price                                                             |
| 269                                                                               | HDR                       | 8/1/2025                                   | \$ 857,883.21                                                                        |
| <b>Removed Options from Base Spec.</b>                                            |                           |                                            |                                                                                      |
| Notes: (do not list options removed)                                              |                           |                                            | Before Discount Price                                                                |
| If audited by Sourcewell be prepared to show detail.                              |                           |                                            | \$ 272,080.91                                                                        |
| With Pierce Discount (5.5%)                                                       |                           |                                            | \$ 257,116.46                                                                        |
| <b>Added Options to Base Spec.</b>                                                |                           |                                            |                                                                                      |
| Notes: (do not list options added)                                                |                           |                                            | Before Discount Price                                                                |
| If audited by Sourcewell be prepared to show detail.                              |                           |                                            | \$ 671,467.09                                                                        |
| With Pierce Discount (5.5%)                                                       |                           |                                            | \$ 634,536.40                                                                        |
| Qty                                                                               | 1                         | Subtotal (Base Spec+Added/Removed Options) |                                                                                      |
|                                                                                   |                           | \$ 1,235,303.15                            |                                                                                      |
| <b>Other Expenses</b>                                                             |                           |                                            |                                                                                      |
| Description                                                                       |                           | Price                                      |                                                                                      |
| Convert Enforcer Chassis to Impel Chassis                                         |                           | \$ 28,883.10                               |                                                                                      |
| Taxes                                                                             |                           | \$ -                                       |                                                                                      |
| Performance Bond                                                                  |                           | \$ -                                       |                                                                                      |
| Applicable State Fees (Tire Fee, etc.)                                            |                           | \$ -                                       |                                                                                      |
| Total Other Expenses                                                              |                           | \$ 28,883.10                               |                                                                                      |
| <b>Discounts</b>                                                                  |                           |                                            |                                                                                      |
| Description                                                                       |                           | Price                                      |                                                                                      |
| 100% Pre-Payment Discount                                                         |                           | \$ -                                       |                                                                                      |
| Chassis Pre-Payment Discount                                                      |                           | \$ -                                       |                                                                                      |
| Aerial Pre-Payment Discount                                                       |                           | \$ -                                       |                                                                                      |
| Trade-In Value / Other Customer Adjustments                                       |                           | \$ -                                       |                                                                                      |
| Total Discount                                                                    |                           | \$ -                                       |                                                                                      |
| <b>Total Purchase Price (matches customer PO)</b>                                 |                           | <b>\$ 1,264,186.25</b>                     |                                                                                      |