

# CITY OF *Beachwood*

REGULAR CITY COUNCIL MEETING MINUTES  
TUESDAY, JANUARY 20, 2026, 7:00 PM  
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,  
25325 FAIRMOUNT BOULEVARD,  
BEACHWOOD, OHIO 44122

Called to order at 7:00 PM by Council President Danielle Shoykhet

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

1. Roll Call  
Present - Ms. DeLong, Mr. Isaacson, Ms. Jacobs, Ms. Shoykhet, Mr. Smith,  
Ms. Stern, Ms. Taylor  
Absent -  
Others Present - Mayor Berns, Mr. Arrietta, Police Chief Grispino, Mr. Heiser, Fire  
Chief Holtzman, Mr. Kurz, Mr. Lombardi, Mr. Roenigk, Mr. Rose, Ms. Rutkowski,  
Mr. Schroeder, Mr. Smerigan, Ms. Turick
2. **Presentation of Firefighter of the Year:**  
Firefighter Michael Holtzman
3. **Administration of the Oath of Office by Mayor Justin Berns to:**  
Firefighter Shianne Wright
4. **Public Hearing:**  
**Ordinance No. 2025-32** An Ordinance Rezoning 2555 Edgewood Road, (PPN# 741-08-036) and 2561 Edgewood Road (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**  
**Referred back from Planning and Zoning Commission: Negative Recommendation  
October 30, 2025**  
**Placed on Second Reading and Referred to Public Hearing: November 17, 2025**  
**Public Hearing held on: January 20, 2026**

Ms. Shoykhet introduced this item

Public Hearing Opened at 7:19 PM  
Public Hearing Closed at 8:00 PM

Aaron Evenchik made a presentation

Marina Kaplan  
Ms. Kaplan made remarks

Rena Sobel  
Ms. Sobel made remarks

Mortdecai Lichtenstein  
Mr. Lichtenstein made remarks

Joel David  
Mr. David made remarks

5. Citizen's Remarks (**City Council limits Citizen's Remarks to three (3) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**)

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

Kyle Fishman  
Mr. Fishman made remarks

Larry Coven  
Mr. Coven made remarks

Kevine Gilmore  
Ms. Gilmore made remarks

6. Reports

- a. **Mayor**

Mayor Berns thanked the firefighters in attendance at tonight's meeting for their service and dedication. He also expressed appreciation to the Public Works Department for their snow-clearing efforts, noting that staff have been working throughout the recent holidays.

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

Mr. Isaacson echoed the Mayor's comments and expressed his gratitude for the ongoing efforts of the Public Works Department, specifically thanking staff for their snow-clearing efforts.

- c. **Department Directors**

Mr. Arrietta thanked Mayor Berns and Mr. Isaacson and noted he will pass along their appreciation to his team. He also addressed the salt supply, stating that while the stockpile is currently low, a steady flow of salt is arriving, and restocking is anticipated over the next few weeks.

Mr. Schroeder invited Members of the Community and City Council to the Disney Winter Warmup event scheduled for Sunday, January 25, from 12:00 p.m. to 2:00 p.m. at the Community Center.

## Consent Agenda

Approval of Minutes:

**Regular City Council Meeting held on January 2, 2026**

### Ordinances

**1. 2026-2**

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

### Resolutions

**1. 2026-16**

A Resolution confirming the Appointment by the Mayor of George Carr as a Member of the Planning and Zoning Commission, District 2 for the City of Beachwood; and declaring this to be an urgent measure

### Motions

1. A Motion authorizing the Clerk of Council to advertise for Bids for Tennis Court Repairs per BCO 121.09 and ORC 7.16

2. A Motion authorizing the Clerk of Council to advertise for Request for Proposals for a Concession Stand Vendor per BCO 121.09 and ORC 7.16

3. A Motion authorizing the Clerk of Council to advertise for Bids for Pool Pump Installation per BCO 121.09 and ORC 7.16

4. A Motion authorizing the Clerk of Council to advertise for Request for Qualification to select an ODOT pre-qualified consultant to provide design services for the Chagrin Highlands Connector Road per BCO 121.09 and ORC 7.16

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

#### Voice Vote

#### On the Suspension:

Yes: 7  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

#### Voice Vote

#### On the Adoption:

Yes: 7  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Old Business (Regular Agenda)**

**Ordinances**

**1. AMENDED 2025-36**

An Ordinance Rezoning 24700 Chagrin Boulevard, Beachwood, Ohio 44122 (PPN #742-25-010) from U-7A General Office to U-9 Motor Service

**Placed on First Reading and Referred to the Planning and Zoning Commission: October 20, 2025**

**Referred back from the Planning & Zoning Commission: Favorable Recommendation December 11, 2025**

**Placed on Second Reading and Referred to a Public Hearing: January 20, 2026**

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

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**New Business (Regular Agenda)**

**Motions**

**1. A Motion appointing a member to the Planning and Zoning Commission**

Alex Jacobs was nominated as a Member to the Planning and Zoning Commission

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

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**2. A Motion appointing an Alternate Member to the Planning and Zoning Commission**

Jillian DeLong was nominated as an Alternate Member to the Planning and Zoning Commission

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

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Ordinances**

**1. 2026-3**

An Ordinance authorizing a Purchase Order for Emergency Preparedness; and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

Yes: 7  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Resolutions**

**1. 2026-17**

A Resolution authorizing the Mayor to enter into a Contract with The Archer Company to conduct a Salary Survey and Compensation Plan Update Study for the City of Beachwood; and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

Yes: 7  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**2. 2026-18**

A Resolution accepting a Certain Bid from J.D. Striping Services, Inc., for the 2026 Street Striping Program; and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

Yes: 7  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**3. 2026-19**

A Resolution authorizing the Mayor to enter into a Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District for Stormwater Inspection and Technical Assistance Services; and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

Yes: 7  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**4. 2026-20**

A Resolution authorizing an Agreement with The Osborne Engineering Company for Professional Design Services for the Chagrin Boulevard Resurfacing Project (PID #123485); and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

Yes: 7  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**5. 2026-21**

A Resolution authorizing the Mayor to enter into an Agreement with the Law Firm of Roetzel & Andress LPA and Attorney R. Todd Hunt for Law Director Services for the City of Beachwood; and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

Yes: 7  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

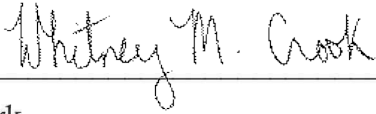
**Any other matters coming before City Council**

None

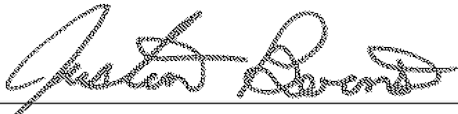
**Adjournment**

Adjourn to the next Regular City Council Meeting at 8:32 PM

Approved:



Clerk



Mayor

Next Regular Council Meeting will be held on: Monday, February 2, 2026 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit: [www.BeachwoodOhio.com](http://www.BeachwoodOhio.com)

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

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:

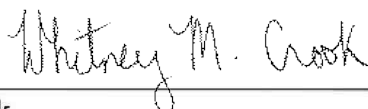
<u>For Supplies and Services</u>	<u>January 20th, 2026</u>	<u>\$</u>	<u>49,772.19</u>
GPD	Engineering Services	\$	41,011.74
Code Consultation-Paul Kowalczyk	Plan Review Services	\$	562.50
Sixmo	Plan Review Services	\$	843.75
CRDV Cleveland	Invoice	\$	7,354.20

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 20th of January 2026 and presented to the Mayor.

  
\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 21st day of January 2026 and filed it with the Clerk.

  
\_\_\_\_\_  
Mayor

**Summary of Engineering Invoices**  
**January 20, 2026 Professional Service Ordinance**

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2025	2024	2023
								ENCUMBRANCES		
2025119.01-11	12/12/2025	\$333.00	\$0.00	\$333.00	General			X		
2025119.06-7	12/12/2025	\$827.75	\$0.00	\$827.75	General			X		
2025119.11-3	12/12/2025	\$27,855.01	\$0.00	\$27,855.01	Capital			X		
2025119.12-2	12/12/2025	\$5,708.73	\$0.00	\$5,708.73	Capital			X		
2025119.90-11	12/12/2025	\$2,829.75	\$0.00	\$2,829.75	General			X		
2021119.91-49	12/12/2025	\$553.50	\$0.00	\$553.50	Capital			X		
2025119.04-4	12/12/2025	\$2,904.00	\$0.00	\$2,904.00	Capital			X		

**Total To Pay** \$41,011.74

**Total Capital Fund** \$37,021.24  
**Total General Fund** \$3,990.50  
**Total Deposits** \$0.00  
**Total Street Const. Mant.** \$0.00  
**Less: Billable Charges** \$0.00  
**Net Paid by City:** \$41,011.74



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

**Invoice**

RECEIVED  
 DEC 29 2025

FINANCE DEPT

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

December 12, 2025  
 Invoice No: 2025119.01 - 11

**Invoice Total \$333.00**

Project 2025119.01 Beachwood - General Engineering  
**Professional Services from November 01, 2025 to November 28, 2025**

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

**Professional Personnel**

	Hours	Rate	Amount
Design Engineer			
Bartlett, Margaret	1.00	105.50	105.50
Fairmount Temple ATLA Search.			
Sr. Landscape Architect			
Caldwell, Jarlath	2.00	113.75	227.50
Landscape plan and notes/specifications updates based on comments received from City.			
<b>Totals</b>	<b>3.00</b>		<b>333.00</b>
<b>Total Labor</b>			<b>333.00</b>
		<b>Total this Task</b>	<b>\$333.00</b>
		<b>Total this Invoice</b>	<b><u>\$333.00</u></b> ✓

**Outstanding Invoices**

Number	Date	Balance
10	11/14/2025	1,217.00
<b>Total</b>		<b>1,217.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	333.00	24,290.88	24,623.88
<b>Totals</b>	<b>333.00</b>	<b>24,290.88</b>	<b>24,623.88</b> ✓

SVC  
 APPROVED FOR PAYMENT  
 BY: C. Curritta  
 DATE: 12-16-25  
 P/O: 2025-00117

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/14/25	2025119.01-1	2025119.01	01/31/25	BUILDING	\$988.50
03/14/25	2025119.01-2	2025119.01	02/28/25	BUILDING	\$1,749.50
04/10/25	2025119.01-3	2025119.01	03/28/25	BUILDING	\$2,880.50
05/09/25	2025119.01-4	2025119.01	04/25/25	BUILDING	\$2,698.88
06/06/25	2025119.01-5	2025119.01	05/30/25	BUILDING	\$2,350.50
07/11/25	2025119.01-6	2025119.01	06/27/25	BUILDING	\$3,336.25
08/06/25	2025119.01-7	2025119.01	07/25/25	BUILDING	\$5,041.00
09/12/25	2025119.01-8	2025119.01	08/29/25	BUILDING	\$1,066.75
10/10/25	2025119.01-9	2025119.01	09/26/25	BUILDING	\$2,962.00
11/14/25	2025119.01-10	2025119.01	10/31/25	BUILDING	\$1,217.00
12/12/25	2025119.01-11	2025119.01	11/28/25	BUILDING	\$333.00

\$24,623.88



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

**Invoice**

RECEIVED

DEC 29 2025

FINANCE DEPT

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

December 12, 2025  
 Invoice No: 2025119.06 - 7

**Invoice Total \$827.75**

Project 2025119.06 Beachwood - Timberlane - Green Phase2 - CA  
 Checking shop drawings, pre-con, answer RFIs, and review schedule.

**Professional Services from November 01, 2025 to November 28, 2025**

Task 100 Construction Admiin.

**Professional Personnel**

	Hours	Rate	Amount	
Design Engineer				
Villers, Alicia	6.50	105.50	685.75	
CAD Drafter				
Wolfe, Steven	2.00	71.00	142.00	
Totals	8.50		827.75	
<b>Total Labor</b>				<b>827.75</b>
				<b>Total this Task \$827.75</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	827.75	43,148.02	43,975.77
Limit			45,000.00
Remaining			1,024.23
<b>Total this Invoice</b>			<b>\$827.75</b>

**Outstanding Invoices**

Number	Date	Balance
6	11/14/2025	2,215.50
<b>Total</b>		<b>2,215.50</b>

APPROVED FOR PAYMENT  
 BY: C. Curitta  
 DATE: 12-16-25  
 P/O: 2025-01385

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
06/06/25	2025119.06-1	2025119.06	05/30/25	SERVICE	\$9,478.38
07/11/25	2025119.06-2	2025119.06	06/27/25	SERVICE	\$4,237.00
08/06/25	2025119.06-3	2025119.06	07/25/25	SERVICE	\$9,079.38
09/12/25	2025119.06-4	2025119.06	08/29/25	SERVICE	\$11,371.13
10/10/25	2025119.06-5	2025119.06	09/26/25	SERVICE	\$6,766.63
11/14/25	2025119.06-6	2025119.06	10/31/25	SERVICE	\$2,215.50
12/12/25	2025119.06-7	2025119.06	11/28/25	SERVICE	\$827.75

\$43,975.75



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

**Invoice**

RECEIVED  
 DEC 29 2025  
 FINANCE DEPT

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

December 12, 2025  
 Invoice No: 2025119.11 - 3

**Invoice Total \$27,855.01**

Project 2025119.11 Beachwood - Park East Reconstruction  
**Professional Services from November 01, 2025 to November 28, 2025**

Task 100 Design  
**Professional Personnel**

	Hours	Rate	Amount	
Project Principal				
Hobbs, Michael	5.50	148.50	816.75	
Sr. Project Manager				
Glass, Matthew	7.00	123.00	861.00	
Milliron, Larry	63.00	123.00	7,749.00	
Smith, Jason	20.00	123.00	2,460.00	
Sr. Engineer				
Stonitsch, Erik	.50	113.75	56.88	
Design Architect				
Wynn, Ari	48.00	105.50	5,064.00	
Design Engineer				
Backus, Harrison	2.00	105.50	211.00	
Getz, Collin	4.50	105.50	474.75	
Staff Engineer/Architect				
Terry, Shawn	6.50	94.25	612.63	
Staff Designer				
Stimson, Diana	8.00	72.25	578.00	
<b>Totals</b>	<b>165.00</b>		<b>18,884.01</b>	
<b>Total Labor</b>			<b>18,884.01</b>	
		<b>Total this Task</b>	<b>\$18,884.01</b>	✓

Task 170 Survey and Mapping  
**Professional Personnel**

	Hours	Rate	Amount
Office Survey Technician 3			
Arnold, Casey	9.00	95.00	855.00
Office Survey Technician 2			
Ryan, Adam	11.50	77.50	891.25

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

APPROVED FOR PAYMENT  
 SVC  
 DATE: 12-16-25  
 P/O: 2025-02334

Project	2025119.11	Beachwood - Park East Reconstruction	Invoice	3
Survey Project Manager				
	Treat, Adam	14.00	123.00	1,722.00
	Totals	34.50		3,468.25
	<b>Total Labor</b>			<b>3,468.25</b>
			<b>Total this Task</b>	<b>\$3,468.25</b>

Task	180	Pavement Cores/Soil Borings		
<b>Professional Personnel</b>				
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Project Principal				
	Channels, Delbert	1.00	148.50	148.50
Design Engineer				
	Channels, Nathanael	6.50	105.50	685.75
	Channels, Timothy	39.00	105.50	4,114.50
CAD Drafter				
	Davis, Robin	4.00	71.00	284.00
Geotech-Driller/Field/Lab Tech				
	Eskamani, Philip	2.00	75.00	150.00
Geotech-Asst Driller/Field/Lab Tech				
	Welsh, Colin	2.00	60.00	120.00
	Totals	54.50		5,502.75
	<b>Total Labor</b>			<b>5,502.75</b>
			<b>Total this Task</b>	<b>\$5,502.75</b>
			<b>Total this Invoice</b>	<b><u>\$27,855.01</u></b>

<b>Outstanding Invoices</b>		
<b>Number</b>	<b>Date</b>	<b>Balance</b>
2R	11/14/2025	38,633.25
<b>Total</b>		<b>38,633.25</b>

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
10/10/25	2025119.11-1	2025119.11	09/26/25	SERVICE	\$1,784.25
11/14/25	2025119.11-2R	2025119.11	10/31/25	SERVICE	\$38,633.25
12/12/25	2025119.11-3	2025119.11	11/28/25	SERVICE	\$27,855.01

\$68,272.51



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

**Invoice**

RECEIVED  
 DEC 29 2025  
 FINANCE DEPT

City of Beachwood  
 Attn: Chris Arrietta  
 chris.arrietta@beachwoodohio.gov  
 23355 Mercantile Road  
 Beachwood, OH 44122

December 12, 2025  
 Invoice No: 2025119.12

**Invoice** **\$5,708.73**  
**Total**

Project 2025119.12 Beachwood - Aquatics Center Boiler Replacement  
**Professional Services from November 01, 2025 to November 28, 2025**

**Fee**

Total Fee	11,100.00		
Percent Complete	71.50	Total Earned	7,936.50
		Previous Fee Billing	2,227.77
		Current Fee Billing	5,708.73
		<b>Total Fee</b>	<b>5,708.73</b>
		<b>Total this Invoice</b>	<b>\$5,708.73</b>

**Outstanding Invoices**

Number	Date	Balance
1	11/14/2025	2,227.77
<b>Total</b>		<b>2,227.77</b>

APPROVED FOR PAYMENT  
 BY: *C. Arrietta*  
 DATE: 12-16-25  
 P/O: 2025-00117

# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
11/14/25	2025119.12-1	2025119.12	10/31/25	SERVICE	\$2,227.77
12/12/25	2025119.12-2	2025119.12	11/28/25	SERVICE	\$5,708.73

\$7,936.50



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

**Invoice**  
 RECEIVED

DEC 29 2025

FINANCE DEPT

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

December 12, 2025  
 Invoice No: 2025119.90 - 11

**Invoice Total \$2,829.75**

Project 2025119.90 Beachwood - Traffic Services 2025  
 Letter Proposal  
 Max Not to Exceed \$36,000.00

**Professional Services from November 01, 2025 to November 28, 2025**

Task 150 November Traffic Services

**Professional Personnel**

	Hours	Rate	Amount
Sr. Project Manager			
Ferrell, Brett	5.00	123.00	615.00
Westbrooks, Kevin	10.00	123.00	1,230.00
Sr. Engineer			
Meeks, Michael	7.00	113.75	796.25
Staff Engineer/Architect			
Tondra, Brandon	2.00	94.25	188.50
Totals	24.00		2,829.75
<b>Total Labor</b>			<b>2,829.75</b>

**Total this Task \$2,829.75**

**Billing Limits**

	Current	Prior	To-Date
Total Billings	2,829.75	24,390.90	27,220.65
Limit			36,000.00
Remaining			8,779.35

**Total this Invoice \$2,829.75**

**Outstanding Invoices**

Number	Date	Balance
10	11/5/2025	2,197.25
<b>Total</b>		<b>2,197.25</b>

**APPROVED FOR PAYMENT**

BY: D.C. [Signature]

DATE: 12-15-2025

PI/O: 2025-00307

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/14/25	2025119.90-1R	2025119.90	01/31/25	POLICE	\$2,037.50
03/14/25	2025119.90-2	2025119.90	02/28/25	POLICE	\$1,309.88
04/03/25	2025119.90-3	2025119.90	03/28/25	POLICE	\$1,875.38
05/06/25	2025119.90-4	2025119.90	04/25/25	POLICE	\$1,711.63
06/08/25	2025119.90-5	2025119.90	05/30/25	POLICE	\$3,638.25
07/05/25	2025119.90-6	2025119.90	06/27/25	POLICE	\$3,238.00
07/30/25	2025119.90-7	2025119.90	07/25/25	POLICE	\$3,323.38
09/04/25	2025119.90-8	2025119.90	08/29/25	POLICE	\$2,388.00
10/02/25	2025119.90-9	2025119.90	09/26/25	POLICE	\$2,671.63
11/05/25	2025119.90-10	2025119.90	10/31/25	POLICE	\$2,197.25
12/12/25	2025119.90-11	2025119.90	11/28/25	POLICE	\$2,829.75

\$27,220.65



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

**Invoice**

RECEIVED

DEC 29 2025

FINANCE DEPT

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

December 12, 2025  
 Invoice No: 2021119.91 - 49

**Invoice Total \$553.50**

Project 2021119.91 Beachwood - Richmond Road Signals

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

**Professional Services from November 01, 2025 to November 28, 2025**

Task 056 Plan Development Additional

**Professional Personnel**

	Hours	Rate	Amount
Sr. Project Manager			
Goetz, Kristy	3.50	123.00	430.50
Westbrooks, Kevin	1.00	123.00	123.00
Totals	4.50		553.50
<b>Total Labor</b>			<b>553.50</b>
<b>Total this Task</b>			<b>\$553.50</b>

Billing Limits	Current	Prior	To-Date
Total Billings	553.50	249,024.29	249,577.79
Limit			279,193.00
Remaining			29,615.21
<b>Total this Invoice</b>			<b>\$553.50</b>

**Outstanding Invoices**

Number	Date	Balance
48	11/5/2025	5,731.50
<b>Total</b>		<b>5,731.50</b>

Pol  
 APPROVED FOR PAYMENT  
 BY: P.C. Reese  
 DATE: 12-16-2025  
 P/O: 2023-01448

**GPD Associates Invoices**  
**BILLING SUMMARY INPUT WORKSHEET**

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/02/21	2021119.91-1	2021119.91	03/26/21	POLICE	\$598.50
05/07/21	2021119.91-2	2021119.91	04/30/21	POLICE	\$467.50
06/04/21	2021119.91-3	2021119.91	05/28/21	POLICE	\$4,718.50
07/01/21	2021119.91-4	2021119.91	06/25/21	POLICE	\$12,051.00
08/10/21	2021119.91-5	2021119.91	07/30/21	POLICE	\$9,089.50
09/03/21	2021119.91-6	2021119.91	08/27/21	POLICE	\$1,410.50
10/06/21	2021119.91-7	2021119.91	09/24/21	POLICE	\$17,038.00
11/05/21	2021119.91-8	2021119.91	10/29/21	POLICE	\$961.14
12/02/21	2021119.91-9	2021119.91	11/26/21	POLICE	\$5,049.50
01/14/22	2021119.91-10	2021119.91	12/31/21	POLICE	\$834.50
02/03/22	2021119.91-11	2021119.91	01/28/22	POLICE	\$957.00
03/04/22	2021119.91-12	2021119.91	02/25/22	POLICE	\$561.00
03/31/22	2021119.91-13	2021119.91	03/25/22	POLICE	\$2,267.00
05/06/22	2021119.91-14	2021119.91	04/29/22	POLICE	\$1,278.50
06/07/22	2021119.91-15	2021119.91	05/27/22	POLICE	\$670.00
07/06/22	2021119.91-16	2021119.91	06/24/22	POLICE	\$846.00
08/12/22	2021119.91-17	2021119.91	07/29/22	POLICE	\$14,696.75
09/02/22	2021119.91-18	2021119.91	08/26/22	POLICE	\$11,670.00
10/14/22	2021119.91-19	2021119.91	09/30/22	POLICE	\$3,349.00
11/11/22	2021119.91-20	2021119.91	10/28/22	POLICE	\$444.00
02/10/23	2021119.91-21	2021119.91	01/27/23	POLICE	\$1,320.00
03/10/23	2021119.91-22	2021119.91	02/24/23	POLICE	\$1,342.88
05/12/23	2021119.91-23	2021119.91	04/28/23	POLICE	\$240.00
06/08/23	2021119.91-24	2021119.91	05/26/23	POLICE	\$862.88
07/14/23	2021119.91-25	2021119.91	06/30/23	POLICE	\$2,229.00
08/11/23	2021119.91-26	2021119.91	07/28/23	POLICE	\$201.50
08/30/23	2021119.91-27	2021119.91	08/25/23	POLICE	\$10,355.00
10/13/23	2021119.91-28	2021119.91	09/29/23	POLICE	\$1,060.00
11/10/23	2021119.91-29	2021119.91	10/27/23	POLICE	\$1,500.00
12/08/23	2021119.91-30	2021119.91	11/24/23	POLICE	\$1,603.00
12/31/23	2021119.91-31	2021119.91	12/31/23	POLICE	\$14,894.50
02/09/24	2021119.91-32	2021119.91	01/26/24	POLICE	\$19,921.00
03/08/24	2021119.91-33	2021119.91	02/23/24	POLICE	\$35,822.88
04/12/24	2021119.91-34	2021119.91	03/29/24	POLICE	\$11,131.00
05/10/24	2021119.91-35	2021119.91	04/26/24	POLICE	\$1,906.50
06/09/24	2021119.91-36	2021119.91	05/31/24	POLICE	\$8,361.13
07/12/24	2021119.91-37	2021119.91	06/28/24	POLICE	\$9,093.50
09/13/24	2021119.91-38	2021119.91	08/30/24	POLICE	\$922.50
12/13/24	2022119.91-39	2021119.91	11/29/24	POLICE	\$8,386.25
01/10/25	2022119.91-40	2021119.91	12/21/24	POLICE	\$4,652.13
02/14/25	2021119.91-41	2021119.91	01/31/25	POLICE	\$7,181.50
03/14/25	2021119.91-42	2021119.91	02/28/25	POLICE	\$2,953.00
04/03/25	2021119.91-43	2021119.91	03/28/25	POLICE	\$1,775.00
05/06/25	2021119.91-44	2021119.91	04/25/25	POLICE	\$3,035.00
06/08/25	2021119.91-45	2021119.91	05/30/25	POLICE	\$2,460.00
07/05/25	2021119.91-46	2021119.91	06/27/25	POLICE	\$650.25
09/04/25	2021119.91-47	2021119.91	08/29/25	POLICE	\$474.50
11/05/25	2021119.91-48	2021119.91	10/31/25	POLICE	\$5,731.50
12/12/25	2021119.91-49	2021119.91	11/28/25	POLICE	\$553.50

\$249,577.79



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

**Invoice**

RECEIVED

DEC 29 2025

FINANCE DEPT

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

December 12, 2025  
 Invoice No: 2025119.04 - 4

**Invoice Total \$2,904.00**

Project 2025119.04 Beachwood - Chagrin Highlands 43 Acres - ALTA  
 P.O.#2025-00742

**Professional Services from November 01, 2025 to November 28, 2025**

Task 100 ALTA Survey  
**Professional Personnel**

	Hours	Rate	Amount	
Field Survey Technician 3 Novak, Rick	10.00	115.00	1,150.00	
Office Survey Technician 2 Mills, Justin	2.00	77.50	155.00	
Survey Project Manager Leech, Ryan	9.00	123.00	1,107.00	
Treat, Adam	4.00	123.00	492.00	
<b>Totals</b>	<b>25.00</b>		<b>2,904.00</b>	
<b>Total Labor</b>				<b>2,904.00</b>
		<b>Total this Task</b>		<b>\$2,904.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	2,904.00	13,414.50	16,318.50
Limit			18,500.00
Remaining			2,181.50
<b>Total this Invoice</b>			<b>\$2,904.00</b>

**Outstanding Invoices**

Number	Date	Balance
3	11/14/2025	680.00
<b>Total</b>		<b>680.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	2,904.00	9,864.50	12,768.50
Consultant	0.00	3,550.00	3,550.00
<b>Totals</b>	<b>2,904.00</b>	<b>13,414.50</b>	<b>16,318.50</b>

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

APPROVED FOR PAYMENT  
 DATE: 12/29/25  
 P/O: 2025-000742



# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/10/25	2025119.04-1	2025119.04	03/28/25	ECONOMIC DEV	\$2,031.50
05/09/25	2025119.04-2	2025119.04	04/25/25	ECONOMIC DEV	\$10,703.00
11/14/25	2025119.04-3	2025119.04	10/31/25	ECONOMIC DEV	\$680.00
12/12/25	2025119.04-4	2025119.04	11/28/25	ECONOMIC DEV	\$2,904.00

\$16,318.50

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

**RECEIVED**

**JAN 05 2026**

**FINANCE DEPT**

January 2, 2026

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

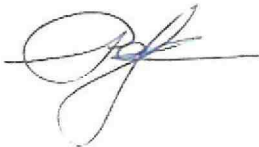
**RE: Building Department Plan Review**

INVOICE FOR PROFESSIONAL SERVICES RENDERED:


Plan review for the month of December 2025 \$562.50  
(See attached sheet for breakdown)

**Total amount due** **\$562.50**  
**Five Hundred Sixty-two Dollars and Fifty Cents**

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



Paul Kowalczyk, MPE #798

**APPROVED FOR PAYMENT**  
BY:   
DATE: 1-2-26  
P/O: \_\_\_\_\_

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

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2025-09089	BW25-44 12/7/25	Fred & Lynn Rosenberg 27500 Cedar Road, Unit 305 Condominium Renovation	45 min.	\$93.75
2025-06738	BW25-30.1 12/8/25	Raymond James 3300 Enterprise Parkway, Suite 210 Interior Alterations – Phase 2	30 min.	\$62.50
2025-09089	BW25-44.1 12/13/25	Fred & Lynn Rosenberg 27500 Cedar Road, Unit 305 Condominium Renovation	15 min.	\$31.25
2025-09257	BW25-45 12/19/25	LifeStance Health 25101 Chagrin Blvd., Suite 100 Interior Alterations	2 hours 30 min.	\$312.50
2025-09089	BW25-44.2 12/21/25	Fred & Lynn Rosenberg 27500 Cedar Road, Unit 305 Condominium Renovation – 2 <sup>nd</sup> resubmission	30 min.	\$62.50
<b>Total:</b>				<b>\$562.50</b>

Paul Kowalczyk, MPE #798



RECEIVED

JAN 05 2026

FINANCE DEPT

# Invoice

Date 12/31/2025  
Invoice # PE1219

**Remit Payment to :**

Sixmo Architecture  
204 Front Street  
Marietta, OH 45750

**Bill To**

City of Beachwood  
25325 Fairmount Blvd  
Beachwood, OH 44122

**Project**

Beachwood Plan Exams 2025

**For questions regarding this invoice :**

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

**P.O. Number**

**Payment Terms**

Net 30

Description	Prior Billed	Current Billing
2025-08844 - UHPC/SC/RP Alterations		437.50
2025-06404 - Lee Silsby Compounding Pharmacy Fire Alarm System		125.00
2025-07402 - Parking Garage Revisions		62.50
2025-09181 - AH Ahuja Cath Lab		125.00
PR2024-08546 - Austin Powder Rockwall		93.75

Total Due : **\$843.75**

**APPROVED FOR PAYMENT**

BY: \_\_\_\_\_

DATE: 1-2-26

P/O: \_\_\_\_\_



**PLAN EXAMINATION FEE CALCULATION**

*City of Beachwood  
25325 Fairmount Blvd  
Brian Roenigk, Building Commissioner*

Plan Review / Invoice No.: 2024-08546

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

Date of Initial Review: December 12, 2024  
Date of 2<sup>nd</sup> Review: January 3, 2025  
Date of 3<sup>rd</sup> Review: June 6, 2025  
Date of 4th Review: August 18, 2025  
Date of 5th Review: December 30, 2025                      **Rock Wall Revision - Approved**

Project Name: Austin Powder  
Project Address: 25800 Science Park Dr  
Project Description: Alterations  
Area of Work: 24,500 sf

**Initial Submittal:**

Initial Review Date: December 12, 2024

\_\_\_\_\_ hours @ \$125.00 \$ \_\_\_\_\_

Estimated Reimbursables: \$ \_\_\_\_\_

Sub-Total \$ 0.00

**Subsequent Review:**

Review Date: December 30, 2025

0.75 hours @ \$125.00 \$ 93.75

Estimated Reimbursables: \$ \_\_\_\_\_

Sub-Total \$ 93.75

**Current Grand Total** \$ **93.75**



**PLAN EXAMINATION FEE CALCULATION**

*City of Beachwood  
25325 Fairmount Blvd  
Brian Roenigk, Building Commissioner*

Plan Review / Invoice No.: 2025-06404

Plans Examiner: Patrick E. Thornton, Combination Examiner, CE-001499  
Remit Payment to: **SIXMO Architecture 204 Front Street, Marietta, Ohio 45750**

Date of Initial Review: November 6, 2025  
Date of 2<sup>nd</sup> Review: December 16, 2025

Project Name: Lee Silsby Compounding Pharmacy Fire Alarm  
Project Address: 23865 Mercantile Road  
Project Description: Fit-out Fire Alarm  
Area of Work: 2,500 sf

**Initial Submittal:**

Initial Review Date: November 6, 2025

1 hours @ \$125.00 \$           

Estimated Reimbursables: \$           

Sub-Total \$           0.00

**Subsequent Review:**

Review Date: December 16, 2025

1 hours @ \$125.00 \$           125.00

Estimated Reimbursables: \$           

Sub-Total \$           125.00

**Current Grand Total** \$           125.00



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**PLAN EXAMINATION FEE CALCULATION**

*City of Beachwood  
25325 Fairmount Blvd  
Brian Roenigk, Building Commissioner*

---

Plan Review / Invoice No.: 2025-07402

Plans Examiner: April Skurka, Master Plans Examiner, ID # 4713  
Remit Payment to: **SIXMO Architecture 204 Front Street, Marietta, Ohio 45750**

Date of Initial Review: October 6, 2025  
Date of 2<sup>nd</sup> Review: December 22, 2025

Project Name: Cleveland Clinic Parking Garage  
Project Address: 2690 Cedar Rd.  
Project Description: Alteration  
Area of Work: 115,163 sf

---

**Initial Submittal:**

Initial Review Date: October 6, 2025

                     hours @ \$125.00 \$                     

Estimated Reimbursables: \$                     

Sub-Total \$           0.00

---

**Subsequent Review:**

Review Date: December 22, 2025

0.5 hours @ \$125.00 \$           62.50

Estimated Reimbursables: \$                     

Sub-Total \$           62.50

---

**Current Grand Total** \$           62.50



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**PLAN EXAMINATION FEE CALCULATION**

*City of Beachwood  
25325 Fairmount Blvd  
Brian Roenigk, Building Commissioner*

---

Plan Review / Invoice No.: 2025-08844

Plans Examiner: April Skurka, Combination Examiner, CE-004713  
Remit Payment to: **SIXMO Architecture 204 Front Street, Marietta, Ohio 45750**

Date of Initial Review: December 2, 2025

Project Name: UHPC Alterations  
Project Address: 3700 Park East Dr.  
Project Description: Alteration  
Area of Work: 15,350 sf

---

**Initial Submittal:**

Initial Review Date: December 2, 2025

3.5 hours @ \$125.00 \$ 437.50

Estimated Reimbursables: \$ \_\_\_\_\_

Sub-Total \$ 437.50

---

**Subsequent Review:**

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

\_\_\_\_\_ hours @ \$125.00 \$ \_\_\_\_\_

Estimated Reimbursables: \$ \_\_\_\_\_

Sub-Total \$ 0.00

---

**Current Grand Total** \$ 437.50



---

**PLAN EXAMINATION FEE CALCULATION**

*City of Beachwood  
25325 Fairmount Blvd  
Brian Roenigk, Building Commissioner*

---

Plan Review / Invoice No.: 2025-09181

Plans Examiner: April Skurka, Combination Examiner, CE-004713  
Remit Payment to: **SIXMO Architecture 204 Front Street, Marietta, Ohio 45750**

Date of Initial Review: December 29, 2025

Project Name: AH Ahuja Cath Lab  
Project Address: 3999 Richmond Road  
Project Description: Alteration  
Area of Work: 897 sf

---

**Initial Submittal:**

Initial Review Date: December 29, 2025

1 hours @ \$125.00 \$ 125.00

Estimated Reimbursables: \$ \_\_\_\_\_

Sub-Total \$ 125.00

---

**Subsequent Review:**

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

\_\_\_\_\_ hours @ \$125.00 \$ \_\_\_\_\_

Estimated Reimbursables: \$ \_\_\_\_\_

Sub-Total \$ 0.00

---

**Current Grand Total** \$ 125.00

RECEIVED  
DEC 22 2025  
FINANCE DEPT



# INVOICE

Beachwood Police Department  
2700 Richmond Road  
Beachwood

Invoice Date  
10/21/2025

COhatch  
26300 Cedar Rd Suite 1105  
(216) 373-1577

Due Date  
01/01/2026

Invoice Number  
BEAW INV-126 10 2025

Description	Quantity	Unit Price	Amount USD
1 Person Private Office - Office 60, \$612.85, Jan 1, 2026 - Dec 31, 2026	12	612.85 USD	7,354.20 USD
Setup Fee	1	0.00 USD	0.00 USD
		Subtotal	7,354.20 USD
		Discount	0.00 USD
		Taxable Amount	0.00 USD
		<b>TOTAL USD</b>	<b>7,354.20 USD</b>
		<b>Amount Due USD</b>	<b>7,354.20 USD</b>

Please make Payments to CRDV Cleveland, LLC

26300 Cedar Rd Suite 1105, Beachwood, OH, 44122.

APPROVED FOR PAYMENT

BY: D.C. Reese

DATE: 12-18-2025

PIO: 2025 - 02454

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF GEORGE CARR AS A MEMBER OF THE PLANNING AND ZONING COMMISSION FROM DISTRICT 2, FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE.

WHEREAS, Article VI, Section 2(1) (C) of the City Charter states that the Mayor shall appoint four (4) members to the Planning and Zoning Commission;

WHEREAS, The Mayor has appointed George Carr as a member of the Planning and Zoning Commission from District 2 for the City of Beachwood for a term ending December 31, 2028, and has requested Council to confirm said appointment; and

WHEREAS, Mayor Berns finds Mr. Carr to be well qualified to serve and believes his appointment will benefit the City.

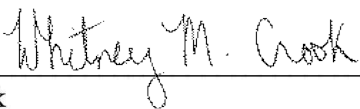
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The appointment by the Mayor of George Carr, as a member of the Planning and Zoning Commission from District 2 for the City of Beachwood for a term beginning January 1, 2026 through December 31, 2028, be and the same is hereby confirmed.


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

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

Attest: I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21<sup>st</sup> day of January, 2026.

  
Clerk

Approval: I have approved this legislation this 21<sup>st</sup> day of January, 2026, and filed it with the Clerk.

  
Mayor

# CITY OF *Beachwood*

## Interoffice Memo

Date: 1-6-26

To: City Council

From: Derek Schroeder *DS*

RE: Request to Bid - Tennis Court Crack Repair

---

I am requesting City Council approval to proceed with bidding for repairs to the extensive cracking on all City tennis courts, as well as several minor cracks on the pickleball courts.

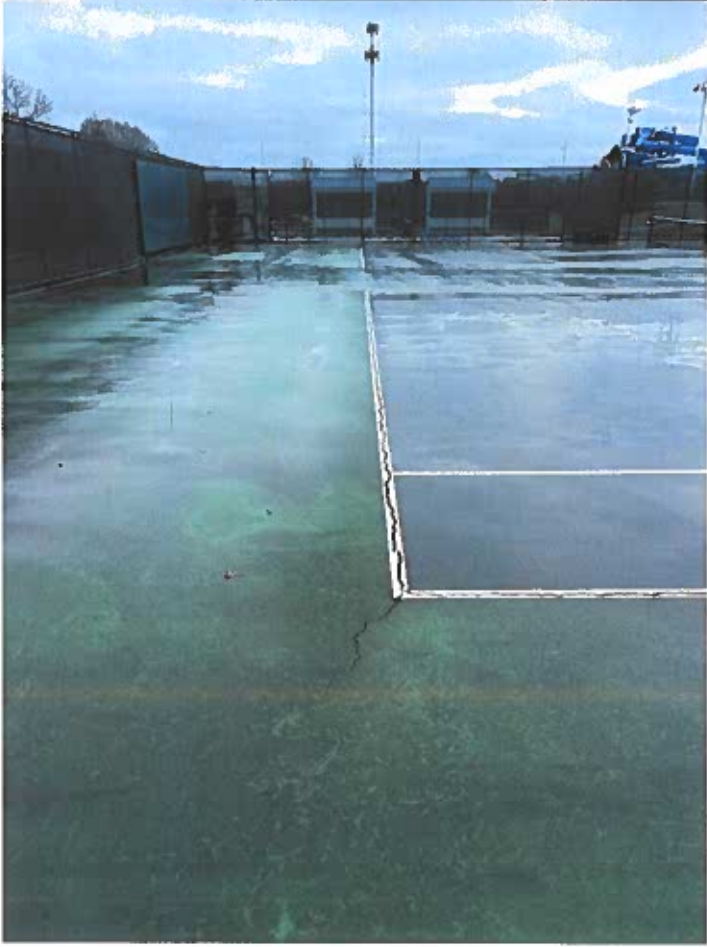
This project is included in the approved Capital Budget with an allocation of **\$150,000**. The work would be scheduled to ensure there is no interference with the High School tennis programs.

The bid specifications will include the following scope of work:

- Pressure washing and cleaning of all courts
- Application of crack filler to approximately **1,800 linear feet** of cracks
- Installation of a membrane over repaired cracks
- Repainting of all tennis courts, including striping

A limited number of photographs are included to illustrate the current condition of the courts. Please call me prior to the meeting if you have any questions.

Motion Adopted January 20, 2026





## Interoffice Memo

Date: 1-6-26

To: City Council

From: Derek Schroeder *DS*

RE: Request for Proposals – BFAC Concession Stand

---

I am requesting approval to advertise for requests for proposals for the running of the BFAC Concession Stand. The city administration and myself have decided to terminate the current concession agreement due to financial considerations.

Motion Adopted January 20, 2026

## MEMORANDUM

To: Justin Berns, Mayor  
Chris Arrietta, Director of Public Works

From: Joseph R. Ciuni P.E. P.S.  
City Engineer

Date: January 2, 2026

**Re: Replacement of 4 Pool Pumps and other pump House Improvements**

Bid documents for the replacement of 4 pumps at the pool and the replacement of the main drain line to the filters are ready for advertisement for bids.

We hereby request permission to go out for bids to select a contractor to replace the drain line, remove the old pumps and install the 4 new pumps purchased by the City.

Please note: The city is in the process of purchasing the 4 pumps directly from the manufacturer, with a delivery time of 12 weeks. The pumps are scheduled to be delivered the first week of April.

Motion Adopted January 20, 2026

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

**TO:** Mayor Justin Berns

**FR:** Chris Arrietta, Public Works Director

**DT:** December 09, 2025

**RE:** Chagrin Highlands Connector Road – Mercantile to Harvard

---

The City of Beachwood recently purchased approximately 43 acres from the City of Cleveland in the Chagrin Highlands Development. The 43 acres purchased has an access easement containing 4.8274 acres, carved out for a future roadway (see attached Lot Split Plat). The City also has owned 23456 Mercantile Road since 2011 and is in the process of pursuing grant funds to demolish the building. Once demolished, the corridor will be cleared and ready for a Connector Road to be installed from Mercantile Road to Harvard Road.

The future Connector Road is envisioned to be a 3-lane concrete roadway, with sidewalks, streetlights, street trees, utilities and a traffic signal on Harvard Road. The City also desires to install a “regional stormwater management” facility to service both the new roadway and all future development parcels in the 43 acres.

Public Works is requesting permission to start the Request for Qualifications (RFQ) process to select an ODOT pre-qualified consultant to provide the design services for this project.

Motion Adopted January 20, 2026

AN ORDINANCE AUTHORIZING A PURCHASE ORDER FOR EMERGENCY PREPAREDNESS;  
AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Finance Director has requested an Emergency Purchase Order for the purpose of the City's emergency preparedness ("Emergency Purchase Order") in an amount not to exceed Two Hundred Fifty Thousand Dollars and No/Cents (\$250,000.00);

WHEREAS, funds for this Emergency Purchase Order were previously appropriated and budgeted within the Finance Department budget but have not yet been utilized;

WHEREAS, pursuant to BCO 121.09, the Mayor is authorized to enter into contracts up to \$25,000.00), City Council may authorize purchases of goods and services of more than \$25,000 and less than \$50,000 without competitive bidding of the contract, and contracts of \$50,000 or greater are to be competitively bid unless Council waives the bidding requirement for certain reasons, including the need for an emergency purchase;

WHEREAS, the establishment of this Emergency Purchase Order is necessary to ensure the City's ability to respond promptly to catastrophic loss or other dire emergency situations and to enhance the overall emergency preparedness of the City of Beachwood and this Council, therefore, permits the Mayor to enter into contracts of amounts not to exceed, in the aggregate, the \$250,000 amount in 2026 and specifically waives the competitive bidding requirement for such situations.

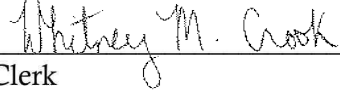
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: Based upon the reasons set forth in the recitals of this Ordinance, the Finance Director and Mayor are hereby authorized and directed to open a Purchase Order in an amount not to exceed Two Hundred Fifty Thousand Dollars and No/Cents (\$250,000.00) to be used in the event of a major catastrophic emergency or loss. The Mayor is, therefore, authorized to enter into an emergency contract under this Emergency Purchase Order when it is not feasible to obtain immediate approval of Council for the emergency contract.

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

Section 3: This Ordinance is declared to be an urgent measure necessary for the preservation of the public peace, health, safety, or the efficient operation of the City, and for the further reason to heighten emergency preparedness levels for the City of Beachwood; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21<sup>st</sup> day of January, 2026.

  
\_\_\_\_\_

Clerk

Approval: I have approved this legislation this 21<sup>st</sup> day of January, 2026, and filed it with the Clerk.

  
\_\_\_\_\_

Mayor

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE ARCHER COMPANY TO CONDUCT A SALARY SURVEY AND COMPENSATION PLAN UPDATE STUDY FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City desires to periodically review and update its employee salary structure to ensure competitiveness, internal equity, and compliance with applicable laws and best practices;

WHEREAS, The Archer Company has the experience and expertise necessary to conduct a comprehensive salary survey and compensation plan update study for the City; and

WHEREAS, City Council desires to authorize the engagement of The Archer Company to provide professional services related to a salary survey and compensation plan update study for City employees, at a cost not to exceed Twenty-Seven Thousand Five Hundred Dollars and No/Cents (\$27,500.00).

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

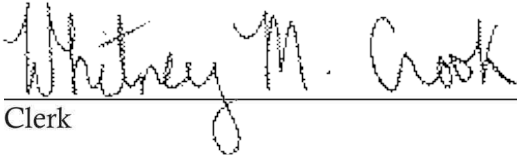
Section 1: The Mayor is hereby authorized to enter into a contract with The Archer Company to provide professional services related to a salary survey and compensation plan update study for City employees, in a total amount not to exceed Twenty-Seven Thousand Five Hundred Dollars and No/Cents (\$27,500.00) as further outlined in the Classification and Compensation Plan Study a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This 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 timely authorization of these professional services is necessary to allow for prompt review and updating of the City's compensation plan; wherefore, this Resolution shall be in full force and effect immediately upon its enactment and approval by the Mayor.

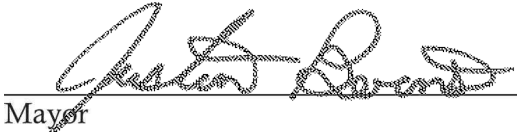
Attest:

I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21<sup>st</sup> day of January, 2026.

  
Clerk

Approval:

I have approved this legislation this 21<sup>st</sup> day of January, 2026 and filed it with the Clerk.

  
Mayor

# CONTRACT

by and between

City of Beachwood, Ohio

and

The Archer Company

THIS CONTRACT is made and entered into this \_\_\_\_ day of January, 2026, by and between the City of Beachwood, Ohio, (the “Client”), and The Archer Company, with its principal place of business located at 7652 Sawmill Road, #295, Dublin, Ohio 43016. As used herein, the Client and The Archer Company shall be collectively referred to as the “parties” and individually as a “party.”

WHEREAS, the Client has a present need for professional services to assist and advise the Client with conducting a Classification and Compensation Study update; and

WHEREAS, The Archer Company has unique education, training and/or experience in the business of Classification and Compensation Plan development; and

WHEREAS, the Client desires to avail itself of the advice and professional assistance of The Archer Company, and The Archer Company is willing to provide such services, advice and assistance to the Client all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Archer Company and the Client agree as follows:

## ARTICLE 1 – AGREEMENT AND TERM

1.1 Scope. The above-referenced recitals are incorporated into this Contract. The full scope of this Contract is included in the attached proposal, which is attached hereto and fully incorporated herein as “Schedule A”.

1.2 Term. The initial term of this Contract shall commence within thirty (30) days of contract approval by Client; and unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of nine (9) months from the commencement date. The parties may mutually agree to extend the term of the Contract for thirty (30) day periods as they deem necessary and at no additional cost to the Client. The term of the Contract will be deemed to include such renewal periods.

1.3

## ARTICLE II – SCOPE OF WORK

- 2.1 Rendering of Services. The Archer Company hereby agrees to render the services identified in Schedule A and the Statement of Work at a total price, which shall in no event exceed the amount of \$27,500.

## ARTICLE III – PAYMENT AND INVOICING

- 3.1 Price and Payment Terms. The Client will pay The Archer Company in accordance with the terms listed herein, the amount of \$27,500. The Archer Company may issue monthly invoices based on completed work, but under no circumstance shall the monthly invoices exceed the total sum of \$27,500.

## ARTICLE IV - INDEMNITIES AND LIABILITIES

- 4.1 Subcontracting. This Contract was awarded to The Archer Company based upon unique qualifications and skills, and no task required to be performed under this contract shall be subcontracted to third parties without the express written consent of the Client.
- 4.2 Condition Precedent to Indemnification. The indemnities in Article IV are conditioned upon the Client providing written notice within a reasonable time frame of the claim, allegation or action for which indemnification is sought, together with full information and reasonable cooperation and reasonable opportunity to control the response thereto and the defense thereof.
- 4.3 Indemnification for Infringement. The Archer Company warrants that the Client will have the full right to use the work product delivered to Client and that it will not infringe upon the rights of any third party. In the event a claim is made against the Client for infringement, The Archer Company will defend all such claims on the Client's behalf and indemnify and hold the Client harmless from all liability (including legal fees) provided:
- (a) The Archer Company is notified in writing in a reasonable time frame
  - (b) the Client cooperates with The Archer Company, and
  - (c) the claims shall not have arisen due to the Client's negligent or improper acts.
- 4.4 Warranties. All of the services shall be performed by qualified personnel and shall be of a professional quality conforming to best practices of the industry.

The end system shall be fit for the intended use previously identified herein, and shall be capable of processing data without error, and without causing system lockups.

If any services do not meet this warranty, The Archer Company shall do everything necessary, without charge, to bring its services to the specified level. In order to obtain warranty service, the problem must be reported within 90 days of delivery of the system in question.

#### ARTICLE V - DISPUTE RESOLUTION AND TERMINATION

5.1 Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days or such longer period of time as may be specified in writing by the terminating party, taking into consideration the gravity and nature of the default. Such termination shall be referred to as "Termination for Default". Upon determination by either party hereto that the other has failed to satisfactorily perform its obligations and responsibilities hereunder, the party seeking termination shall notify the defaulting party in writing of the failure and of the time period that has been established to cure such failure, which time period shall be not less than ten (10) days. If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. The Archer Company, however, shall be paid for all services and/or materials provided on or prior to the date of termination. If the entire fee provided in Section 3.1 of this Contract has already been remitted by Client to The Archer Company, and The Archer Company has failed to complete its work provided hereunder, Client shall be entitled to a refund and return of all such sums paid.

5.2 Termination for Financial Instability. In the event that The Archer Company becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the Client may, at its option, immediately terminate this Contract under Section 5.1, the "Termination for Default" clause, by giving written notice thereof.

#### ARTICLE VI – MISCELLANEOUS

6.1 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the Client:

Attn: Dana Canzone

City of Beachwood  
25325 Fairmount Blvd.  
Beachwood, Ohio 44122

In the case of The Archer Company:

The Archer Company  
7652 Sawmill Road, #295  
Dublin, Ohio 43016

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

- 6.2 Severability. If, and only to the extent that, any provision of this Contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the parties that this Contract shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. If that is not possible, another provision that is legal and enforceable and achieves the same objective shall be substituted. If the remainder of this Contract is not affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.
- 6.3 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.
- 6.4 Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- 6.5 Record Audit Retention. The Archer Company agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the Client and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later.

- 6.6 Headings and Interpretation. The article and section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- 6.7 Governing Law. This Contract shall be subject to interpretation under the laws of the State of Ohio.
- 6.8 Assignment. The Archer Company shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the Client by resolution.
- 6.9 Contract Processing. The Archer Company shall submit one (1) original contractual agreement with original signatures to the Client.
- 6.10 Entire Agreement of Parties and Modification. This Contract, including any Schedules and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.
- 6.11 Relationship of Parties. The Archer Company is performing pursuant to this Contract only as an independent contractor. The Archer Company has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this t, except as otherwise agreed upon by the parties. Nothing set forth in this Contract shall be construed to create the relationship of principal and agent between The Archer Company and the Client. Neither party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other party or its affiliates or in any manner assume or create any obligation on behalf of, or in the name of the other party or its affiliates.
- 6.12 Force Majeure. Neither party will be liable to the other party hereunder or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, acts of the government, the other party hereto, or third parties

(excluding subcontractors or agents), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

IN WITNESS WHEREOF, the Client and The Archer Company have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written above.

**THE ARCHER COMPANY**

BY: \_\_\_\_\_

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

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

**CLIENT:**

**NOW, THEREFORE**, the City of Beachwood, Ohio, on this \_\_\_\_ day of January, 2026, hereby approves entry into this Contract.

CITY OF BEACHWOOD, OHIO

BY: \_\_\_\_\_  
Justin Berns, Mayor

Approved as to legal form:

\_\_\_\_\_  
R. Todd Hunt, Law Director

**FISCAL OFFICER CERTIFICATION**

As the fiscal officer of City of Beachwood, Ohio, I certify that as of the date of execution of the within Contract with The Archer Company., the amount required to satisfy payment under the Contract has been fully appropriated or directed for such purpose and is in the treasury or is in the process of collection and is free from any obligation or certification now outstanding.

\_\_\_\_\_  
Larry Heiser, Finance Director  
Date: \_\_\_\_\_

**SCHEDULE A**

[SEE ATTACHED PROPOSAL]

**Classification and Compensation Plan Study**  
**for the**  
**City of Beachwood, Ohio**



Presented by:



James Battigaglia, President  
7652 Sawmill Road, #295  
Dublin, Ohio 43016  
[jimbattigaglia@archercompany.com](mailto:jimbattigaglia@archercompany.com)



7652 Sawmill Road #295  
Dublin, OH 43016  
Archercompany.com

December 29, 2025

Ms. Tina Turick  
City Administrator  
25325 Fairmount Blvd.  
Beachwood, Ohio 44122

Dear Ms. Turick:

The Archer Company is pleased to present our proposal to conduct a Salary Survey and Compensation Plan Update Study for the City of Beachwood, Ohio (the City). The Archer Company conducted a similar study for the City in 2015/2016. We continue to conduct similar studies in the Cleveland area.

Our broad and extensive thirty-five-plus years of national experience in public sector human resource systems and governmental management consulting places us in a unique position to provide analysis and make recommendations to you. As stated in our proposal, we have provided human resources services for more than 1,500 organizations in thirty-six states.

***What Sets The Archer Company Apart?*** First, our systems are designed and continually improved by human resources experts and seasoned compensation practitioners. So, while the solutions we offer our clients are progressive and linked to the challenges of today's labor market and economic environment, they are built on solid foundations that are logical, defensible, sustainable, and flexible. Second, our solutions and approaches are based on a solid understanding of each client as a separate entity - we do NOT offer cookie cutter approaches. Third, unlike some of our larger competitors who expect staff to manage 8-10 clients simultaneously, our approach is to manage a smaller number of client assignments at any one time. Focusing on a small number of engagements allows our teams to concentrate on the needs of our clients more effectively and enables us to complete projects more quickly than you may find among larger firms. Fourth, as an independent company owned by employees, The Archer Company is beholden to no one but our own vision and values as well as those of our clients. Fifth and we suspect uniquely, the teams working on this particular project have been together over thirty (30) years, honing our integrated and seamless approach that aligns with the uniqueness and challenges of clients such as the City. Finally, we have extensive experience with Cuyahoga County governmental organizations and City organizations in Ohio.

The Archer Company has the capacity to conduct this study and will be committed to the City. We can complete the project within the proposed time schedule. ***We are happy to modify the proposal specifics to meet any specific concerns or needs you may have.***

Thank you for your consideration of our proposal. Please feel free to contact me by letter, email ([jimbattigaglia@archercompany.com](mailto:jimbattigaglia@archercompany.com)), or phone ((614) 891-7034) should you have any questions or need any other information. We look forward to hearing from you.

Sincerely,

James Battigaglia, President  
The Archer Company

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## SECTION 1: THE ARCHER COMPANY AND OUR SERVICES

In this section we provide the following information:

- Brief Description of The Archer Company and Our Services
- Classification and Compensation Clients
- The Archer Company Approach
- Your Archer Company Team

In this section we provide the following information:

- About our Company
- Classification and Compensation clients
- References

### **BRIEF DESCRIPTION OF THE ARCHER COMPANY AND OUR SERVICES (EXPERIENCE AND QUALIFICATIONS)**

*The Archer Company is a leading human resources consulting firm specializing in the development and implementation of compensation and classification systems for local government and public sector organizations of all types.* We have experience and expertise in the areas of job analysis and evaluation; development of job architectures, classification structures and career ladders; salary, compensation practices and benefits surveys and market analysis; review and development of comprehensive compensation administration programs; FLSA compliance; and job documentation. The Archer Company also specializes in performance management, pay-for-performance programs, total compensation review and design, and human resources policy review and design.

The Archer Company, LLC is the flagship of a long-established consulting practice that began on the east coast over thirty-five years ago and soon spread through nationwide marketing and distribution efforts. Our company was established in 1987 for the sole purpose of providing federal, state, and local governments with award-winning, valid, and reliable human resource management systems. We are proud of our successes, which have led to an extensive list of satisfied clients. The Archer Company has been a profitable company in all the years of its existence, which is a testament to the high quality of services we provide as well as the loyalty we have experienced from many long-term clients.

The Archer Company is a limited liability company wholly owned (100%) by its principals. With headquarters in Columbus, Ohio, we have offices in Raleigh, (North Carolina), Atlanta (Georgia), and Omaha (Nebraska), with additional staff in California and Florida.

**Corporate Address:** 7652 Sawmill Road, Suite 295, Dublin, OH 43016

**Primary Contact:** Jim Battigaglia, President

Office Phone: (614) 891-7034

**Email:** [jimbattigaglia@archercompany.com](mailto:jimbattigaglia@archercompany.com)

**Classification & Compensation Experience:** Since our inception, the Archer Company has performed more than 1,500 classification and compensation studies in thirty-six states for union and nonunion cities, counties, airports and airport authorities, state governments, utilities, school districts, housing authorities, colleges, other public agencies, and private organizations throughout the United States. The

employee populations among our client organizations range in size from five to over 15,000 employees. Project budgets in past years have ranged from less than \$10,000 to \$475,000. Our clients utilize our expertise to review and audit their systems, design, and develop classification and compensation systems (pay plans, performance management, etc.), and/or obtain guidance when navigating unique compensation issues. These clients have contracted with The Archer Company to address innovative yet practical compensation methodologies and to develop systems and policies that overcome the problems, or limitations, of traditional compensation systems.

**About Our Professionals:** It takes experience to maintain the high level of service and to provide the results offered by the Archer Company. We utilize industry best practices in solutions design, provided by *service professionals who have actually worked as local government managers* and who, as a result of their experience, understand the practical implications of organizational change. We understand the public sector environment, its issues and concerns, the requirements of government leaders, and how to develop an equitable, defensible classification and compensation plan. Our professionals have the ability to effectively communicate and interact with employees at all levels of the organization, including elected officials, management, professionals, technicians, laborers, and public safety personnel. Team members have extensive knowledge and understanding of the various areas of local government from both managing government departments and from the outside. Thus, we are uniquely qualified and staffed to complete all of the tasks associated with a public sector engagement.

**About Our Systems:** The Archer Company utilizes a number of proprietary products in its classification and compensation work. They include the Archer Comprehensive Position Questionnaire, the Archer Matrix-Point-Factor Job Evaluation System, and the Archer Multi-Dimensional Performance Appraisal System. These products are the result of 27 years of research; and they have all won an outstanding practitioner award given by the Society for Human Resource Management. They were developed and copyrighted by Ernest R. Archer, Ph.D., the late President of the Archer Company. Even though they are based upon the complex mathematical relationships required for valid and defensible systems, all of our systems are easily administered and maintained. Because these systems also facilitate change, clients who adopted our systems years ago have been able to maintain sound, reliable human resource programs through their organizations' growth and the many recent changes in automation capabilities and government service obligations.

#### **Areas of Expertise:**

- **Compensation, Job Architecture and Classification Plans and Systems:** total compensation analysis, pay equity and comparable worth, Point-Factor Job Evaluation Systems, living wage initiatives, web-based and highly customizable total compensation surveys and market intelligence, career ladders, and pay plan design. We also have expertise in the development of Job Architecture and Classification plans for a variety of clients, skill-based pay systems as well as management and executive compensation. Finally, we collaborate with clients to develop career ladder and career path programs.
- **Fair Labor Standards Act** – Classification of positions as “exempt” or “non-exempt;” review and recommendations regarding FLSA compliance policies and best practices.
- **Performance Management Systems:** performance appraisal systems; performance-based salary administration; alternative rewards programs.

- **Compensation Philosophy Statements; Classification and Compensation Policies and Procedures:** human resources ordinances and policy manuals, recruiting and hiring guidelines, disciplinary procedures, and employee handbooks.

## **CLASSIFICATION AND COMPENSATION CLIENTS**

In this section, we are listing the Archer Company clients that we have provided similar classification and compensation studies in the last five to ten years:

### **CITIES/TOWNS**

- Albany, GA
- Alexandria, LA
- Asheville, NC
- Beachwood, OH
- Bowling Green, OH
- Carmel, IN
- Christiansburg, VA
- Cleveland Heights, OH
- Clinton, NC
- Covington, GA
- Darlington, SC
- Deltona, FL
- Dunedin, FL
- Easley, SC
- Elgin, IL
- Fon du Loc, WI
- Fort Mill, SC
- Fountain Inn, SC
- Franklin, NC
- Gaffney, SC
- Griffin, GA
- Hapeville, GA
- Hartsville, SC
- Kenner, LA
- Laurens, SC
- Lyman, SC
- Kennesaw, GA
- Lyman, SC
- McDonough, GA
- Manning, SC
- Morrow, GA
- Lexington, SC
- Manning, SC
- Mount Dora, FL
- Mount Pleasant, SC
- Naples, FL
- North Augusta, SC
- Orangeburg, SC
- Ottawa, OH
- Pekin, IL
- Perrysburg, OH
- Reston, VA

- Richmond Hill, GA
- Ridgeville, GA
- Santee, SC
- Sarasota, FL
- Savannah, TN
- Simpsonville, SC
- Smyrna, GA
- Solon, OH
- Tega Kay, SC
- Union, SC
- Westfield, IN
- Westlake, OH
- Winnsboro, SC
- Wisconsin Rapids, WI

## COUNTIES

- Augusta/Richland County, GA
- Beaver County, PA
- Bibb County, GA
- Bulloch County, GA
- Butler County, PA
- Centre County, PA
- Charlotte County, FL
- Cheatham County, TN
- Clark County, OH
- Cobb County, GA
- Cuyahoga County, OH
- Cuyahoga County Auditor's Office, OH
- Cuyahoga County Coroner's Office, OH
- Cuyahoga County Data Center, OH
- Cuyahoga Planning Commission, OH
- Cuyahoga Prosecutor's Office, OH
- Cuyahoga Public Defender, OH
- Cuyahoga County Recorder's Office, OH
- Cuyahoga County Sheriff's Office, OH
- Cuyahoga Soil & Water Conservation District, OH
- Dawson County, GA
- DeKalb County, GA
- Edgefield County, SC
- Fairfield County, SC
- Franklin County, OH
- Franklin County Auditor's Office, OH
- Franklin County Common Pleas City, OH
- Franklin County Coroner's Office, OH
- Franklin County Data Center, OH
- Franklin County Municipal City, OH
- Franklin County Probate City, OH
- Franklin County Prosecutor's Office, OH
- Franklin County Public Defender's Office, OH
- Fulton County, GA
- Geauga County, OH
- Greenville County, SC

- Henry County, GA
- Iberia Parish, LA
- Indiana County, PA
- Jackson County, GA
- Jefferson Parish, LA
- Lee County, GA
- McHenry County, IL
- Montgomery County Public Defender, OH
- Monroe County, PA
- Newton County, GA
- Pender County, NC
- Pickens County, SC
- Plaquemines Parish, LA
- Polk County, FL
- Snyder County, PA
- Spalding County, GA
- St. Bernard Parish, LA
- St. Charles Parish, LA
- St. John the Baptist Parish, LA
- Taylor County, WI
- Union County, PA
- Washington County, PA
- Wayne Township, IN
- Wood County, OH
- Wood County Engineer, OH

## **SPECIAL DISTRICTS**

- Albany Gas & Electric, GA
- Allen County Health District, OH
- Appomattox Water Authority, VA
- Cleveland Municipal Court, OH
- Cleveland Municipal Court Clerk of Courts, OH
- Cuyahoga County Board of Elections, OH
- Charleston County Parks & Recreation, SC
- Charleston Airport Authority, SC
- Clayton County Water Authority, GA
- Cleveland Metroparks and Zoo, OH
- Columbus Municipal Court, OH
- Cuyahoga County ADAMHS Board
- Cuyahoga County Board of Health, OH
- Cuyahoga County Personnel Review Commission, OH
- Dayton Municipal Court, OH
- Denver Housing Authority, CO
- Fulton County City of Health, OH
- Greater Cleveland Council for Employment Opportunities, OH
- Greater New Orleans Expressway Commission, LA
- Huron-Clinton Metro Parks, MI
- Lee County Airport, FL
- Louisiana Department of Recreation & Tourism, LA
- Low Country Council of Governments, SC
- Orangeburg Department of Public Utilities, SC
- Peace River Manasota Water Authority, FL

- Pennsylvania Association of Counties, PA
- Port Authority of Cleveland, OH
- Wayne Township, IN
- Winston-Salem Housing Authority, NC
- Wood County DD Board, OH
- Wood County Board of Health, OH
- Wood County Park District, OH

## THE ARCHER COMPANY APPROACH

We attribute our long-term success with public employers throughout the US, and the fact that so many of our clients have collaborated with us for *at least a decade* and our strategies and approaches utilized in all our work:

1. **Relationship Management and Dedicated Project Director:** While the Archer Company utilizes a team approach in our work, every project is assigned a senior level Project Director who will manage the project and serve as the primary project liaison to the client. The Project Director will be hands-on in the development of all recommendations. The workload of all of our consultants is balanced to ensure that they give their full attention to each task at hand and complete deliverables in a timely manner. The Project Director will be accountable for the City and be able to respond to any day-to-day needs and inquiries that arise. *The Project Director is in your area – facilitating on-site meetings and presentations.*
2. **Quality Control:** The team approach ensures that all work receives the scrutiny of a second set of eyes—even the work of our most experienced consultants is subject to review by the team to ensure the highest quality of service.
3. **Back-up Procedures:** The Archer Company is committed to customer service, which means that our clients should have open communication with and reasonable access to their assigned Project Director. Should the Project Director be out of contact for an extended period of time, members of the Project Team will be available to answer questions and address issues as needed. In extreme cases, a temporary or replacement manager will be assigned subject to the City’s approval. If at any time a client is unsatisfied with the level of service they receive, they may contact the president of the company directly for resolution of the problem.
4. **Client Communication and Coordination:** The Archer Company is committed to active communication and coordination with the City’s Project Team from day one of the project engagement.
5. **Project Meetings:** The Archer Company will meet with the Project Team during strategic points of the study in order to seek their input and facilitate their review of key components and deliverables of the study. The Project Team, supplemented by other stakeholders as identified by the Project Team, will be asked to participate in the decision-making and review process; we also understand that the City may wish to review the project status and progress as needed. We will provide regular updates during the project’s duration. Additional meetings may be conducted virtually.

“Even the work of our most experienced consultants is subject to review by the team to ensure the highest quality of service.”

## YOUR ARCHER COMPANY TEAM

With The Archer Company, you will collaborate directly with our team of seasoned consultants who will lend their expertise in classification and compensation practices and principles appropriate to the City's unique situation and challenges. ***The principals of The Archer Company have been working together as a team for more than thirty years. We do not use subcontractors, "stringers" or other "casual" staff for our projects.***

We always utilize a team approach in our work to ensure overall consistency for our clients, and we have assembled a team of experienced professionals we believe will best provide the professional analysis and support needed for this project. The majority of the work on this project will be performed by our staff in Columbus, Ohio and Raleigh, North Carolina. Brief biographies of our key project consultants are provided below (Analysts will be assigned to support these consultants in accordance with need and availability).

Project Team	
<b>Jim Battigaglia</b> President	<b>Project Director:</b> Mr. Battigaglia will serve as the <b>Project Director</b> and will be responsible for the quality of all project deliverables, oversight of the construction of the pay plan recommendations (job analysis, classification, and evaluation and market analysis) and the work of the Project Team.
<b>Marianne Oyaas</b> Regional Director	<b>Senior Consultant:</b> Ms. Oyaas will serve as a Senior Consultant for this project contributing to several phases of the work plan. She will be involved with pay plan development alternatives and pay plan implementation options.
<b>Amy Lee</b> Project Specialist	<b>Analyst:</b> Ms. Lee will coordinate the salary survey development, data compilation, ongoing client relations, and any potential job documentation.

### Jim Battigaglia • President

Mr. Battigaglia recently became the President of the Archer Company and will serve as the Director for this project. Mr. Battigaglia is based in Columbus, Ohio. Mr. Battigaglia specializes in classification and compensation plan development, implementations, performance appraisal systems and other human resource engagements. Prior to his twenty years as a Principal at the Archer Company, Mr. Battigaglia served as the Director of MAXIMUS Human Resources and Organizational Development practice. Prior to that, Mr. Battigaglia served as a government consultant for KPMG and as the Director of Accounting for Montgomery County, Ohio.

He served as the Project Manager for various Cleveland – area projects, including the previous City of Beachwood project.

Mr. Battigaglia specializes in classification and compensation system implementations, performance appraisal systems, training human resources and other staff in the utilization of the Archer Point Factor Matrix Job Evaluation System, and other human resource engagements. The majority of the projects managed by Mr. Battigaglia included job analysis, market analysis, classification structure design, job documentation, pay plan implementation design and pay plan implementation costing analysis.

Some clients for whom Mr. Battigaglia has designed compensation and classification systems, following

approaches similar to those proposed for the City include: Cuyahoga County, Cuyahoga Board of Health, Regional Income Tax Agency, Cuyahoga, Franklin, Geauga, Lucas, Mahoning, Richland, and Wood counties in Ohio; City of Beachwood, Bowling Green, Cleveland Heights, Perrysburg, and Solon, Ohio; Cleveland Municipal Court, Dayton Municipal Court, and Cleveland Municipal Court Clerk of Court; Franklin County ADAMHS Board; Cuyahoga County, Franklin County, and Montgomery County Public Defender's Office, Ohio; Cuyahoga County ADAMHS Board, Ohio; Port Authority of Cleveland, Ohio; Franklin County Court of Common Pleas, Ohio; Montgomery County Public Defender's Office, Ohio; Beaver, Butler, Centre, Indiana, Monroe, Cumberland, Mifflin, Snyder, Union, and Washington Counties, Pennsylvania; Town of Mount Pleasant, South Carolina; Greenville County, South Carolina; Charleston County Parks and Recreation Commission, South Carolina; Charleston County Airport Authority, and The City of Easley, South Carolina; City of Asheville, North Carolina; City of Carmel and City of Westfield, Indiana; City of Elgin, Illinois; City of Manassas and City of Newport News, Virginia; Cobb, DeKalb, Fulton, Henry, Lee, Newton, and Richmond/Augusta Counties, Georgia; Clayton County Water and Sewerage Authority, Georgia; McHenry County, Illinois; Charlotte County, Florida; City of Orangeburg and Orangeburg Utilities, South Carolina; Jefferson, Plaquemines, St. Bernard, St. John the Baptist and St. Charles Parish, Louisiana.

Mr. Battigaglia provides pay plan maintenance services to numerous organizations including clients in Ohio, Pennsylvania, Michigan, Wisconsin, Minnesota, Tennessee, Georgia, and Massachusetts.

Mr. Battigaglia received a Bachelor of Business Administration degree from Ohio University. He is a member of World at Work and holds the World at Work's Certified Compensation Professional (CCP)

### **Marianne Oyaas, MA, CCP • Regional Director**

Ms. Oyaas has worked in total rewards consulting for over thirty years, with significant recent experience with a variety of public sector clients in the southeast region. Ms. Oyaas will serve as **Project Director**. Ms. Oyaas is based in Raleigh, North Carolina. She specializes in classification and compensation plan development, compensation assessments, job architecture, compensation philosophy creation, strategic plan implementations, performance appraisal systems and other human resource engagements.

Ms. Oyaas is a Total Rewards leader and strategist with broad and deep experience in both the public and private sectors, culminating in significant expertise in all areas of total rewards and employee recognition. Ms. Oyaas has extensive experience in developing, maintaining, and enhancing base, variable and executive plans for private, non-for-profit organizations and local governments. Her experience also includes market pricing, point-factor and other quantitative job evaluation and job pricing methodologies, best practices for incorporating custom peer surveys and published data to develop market consensus results, pay equity analyses and corrective strategies, management of HRIS systems and data/fiscal modeling, and design and administration of web-based survey sites.

Ms. Oyaas has completed significant work in the areas of pay equity, "living wage" programs and initiatives strengthening the link between performance contributions and pay rewards. She also works with Citys, Commissions, and leadership teams in developing compensation philosophies aimed at deepening the connection between employer and human resources objectives and the pay delivery system offered by the employer. She is currently managing our classification and compensation study for The City of Irmo.

Ms. Oyaas has managed a wide variety of client engagements involving the design of compensation and classification systems, following approaches similar to those proposed for The City. These clients include:

### **Cities and Counties**

- City of Ashville (NC)
- Fulton County (GA)
- City of Fountain Inn (SC)

- City of Union (SC)
- City of Gaffney (SC)
- Town of Mount Pleasant (SC)
- City of Carrollton (GA)
- Bulloch County (GA)
- Waukesha County (WI)
- Greenville County (SC)
- Stafford County (VA) – several projects
- Albemarle County Public Schools (VA)
- City of Waukesha (WI)
- City of Greenville (NC)
- City of Union (SC)
- Gaston County (NC)

### **Airport and Airport Authorities**

- Raleigh-Durham Airport Authority – several projects (NC)
- Fort Wayne-Allen County Airport Authority (IN)
- Metro Knoxville Airport Authority (TN)
- Gerald R. Ford International Airport (MI)
- Morristown Municipal Airport – Operated by DM Airports, Ltd. (NJ)

### **Transit**

- Pittsburgh Regional Transit (PA)

### **Utilities**

- Prince William County Service Authority (VA)
- Loudon Water (VA)
- Greenville Utilities Commission (NC)

In addition, Ms. Oyaas has conducted comprehensive compensation assessments (qualitative and quantitative audits) for a number of Higher Education institutions, and/or conducted a variety of compensation studies. These institutions include:

### **Higher Education**

- University of Chicago
- Michigan Technological University
- Western Michigan University
- University of Cincinnati
- Goucher College

**Education and Other Experience:** Ms. Oyaas directed multi-state consulting practices at MAXIMUS, Carlson Dettman Associates and MRA – the Management Association. Most recently employed at Segal Group, Ms. Oyaas provided similar services to those contained in this proposal to a number of cities, counties, school districts, airport authorities and higher education institutions. Earlier career experiences include directing the human resources function for Polk County, WI; classification, compensation, and selection testing management experience for the Minnesota Merit System (part of the State of Minnesota); and directing the compensation functions for multiple Fortune 500 companies.

She received a Master of Arts degree in Industrial Relations from the University of Minnesota (concentration in Compensation) and a Bachelor of Arts degree in Psychology and Social Work from the University of St. Catherine in Minneapolis/St. Paul. Ms. Oyaas is a Certified Compensation Professional (CCP) as well as a member of WorldatWork, the Public Sector HR Association (PSHRA) and the Society for

## SECTION 2: STATEMENT OF WORK, METHODOLOGY AND TIMELINE

In this section we provide the following information:

- Summary of objectives and scope of services
- Overview of tasks and deliverables
- Detailed description of our proposed approach
- Proposed project timeline
- Support needed from Human Resources staff (by project phase)

The City desires to hire a qualified, responsible consultant to provide a Salary Survey and Compensation Plan Development Study that will support The City's goal to attract and retain qualified employees within a still volatile labor economy. The Archer Company conducted a similar study for the City in 2015/2016.

Our project plan is based on an a four (4) month timeframe for full completion. *The Archer Company is prepared to commence the project within one month of approval.*

### SUMMARY OF OBJECTIVES AND SCOPE OF SERVICES

It is the City' desire to complete a review of the current classification and compensation plan to ensure the plan is internally equitable, market competitive and aligned with the City's objectives.

Study Objective	The Archer Approach
<b>One. Attract and retain qualified employees</b>	The City's compensation program is a key aspect of competitiveness. This study will be focused on ensuring results support The City' compensation philosophy including its desired "market position" and pay progression options.
<b>Two. Ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills and abilities are classified together</b>	The critical methodologies to be utilized by the Archer Company to support this objective are structured job analysis, job classification, and job evaluation. The Archer Company weaves in multiple Project Team and leadership input and validation points to ensure accurate and comprehensive outcomes.
<b>Three. Provide salaries commensurate with assigned duties</b>	Through our Matrix Point Factor Evaluation System, market assessment, and statistical integration of "internal" and "external value" measurements, we can assure the City that

	resulting pay ranges for each job classification are supporting internal equity and market competitiveness.
<p><b>Four. Maintain a competitive position with other comparable entities and private employers within the Desired geographic areas</b></p>	<p>The Archer Company’s process will ensure that we understand the market or market(s) in which the City truly competes for talent, within the public sector and general industry. Second, the finalization of the appropriate “geographic market,” whether it be local, regional, or even broader (perhaps for some roles) is a key part of ensuring the final pay grades and ranges are competitive for the City.</p>

## OVERVIEW OF TASKS AND DELIVERABLES

To ensure the successful completion of the City’s described objectives, our scope of work is inclusive of the following tasks and deliverables:

### Classification Plan Review:

- Through a structured job analysis and job evaluation process, analyze and evaluate the content of the City’s positions for the purposes of determining the appropriate classification and salary for each position.
- Assess existing job classification plan for all job titles within scope, as well as all positions within each title, to determine a final plan best aligned with the unique attributes of the City and the operational and human resources objectives of importance to the City
- Complete a review of the appropriate classification of each position as “exempt” or “non-exempt” under the requirements of the Fair Labor Standards Act

### Compensation Study:

- Perform an assessment of the current pay structure (pay grades and ranges) from an understanding the City’s current challenges
- Collect select compensation data as defined by the City
- Work with Senior Leadership Team to logically identify the labor markets in which the City competes, including public and private sector employers for the compensation survey
- Develop and conduct a comprehensive compensation survey and analyze the resulting data from a custom survey process inclusive of appropriate public and private sector peers and competitors to assess the City’s current level of pay competitiveness within the appropriate job market
- Supplement custom survey of peers with reputable published survey sources providing data on pay for the chosen benchmark jobs
- Update or as necessary re-design the pay structure in order to ensure that the *number* of pay structures, and their *design*, best meet the human resources and compensation objectives of The City
- Develop a strategy for placing employees into their new pay grades and ranges based on factors important to the City such as length of time in the position, performance contributions, and

variance of current pay from market

- Create an implementation plan with options that will enable the City to transition employees onto the revised/new pay structure(s) considering important factors such as affordability, managing any compression issues, etc.
- Complete an assessment of the City’s overall compensation system, including compression issues, and make recommendations to enhance and improve system and alleviate compression and pay plan progression
- Develop a strategy for ongoing monitoring and adjustment of compensation to remain competitive and continue to align with the City’s compensation objectives. Provide assistance to the HR team to set the City up for success in maintaining the compensation and classification system on a go forward basis
- Update job documentation and create new descriptions where necessary
- Provide system documentation and electronic file formats to administer the compensation plan

### Credibility-Focused Methodology

The Archer Company understands that this project is important. All recommendations made during the study will be supported by objective analysis (data driven rationale) and valid methodologies in order to promote the credibility of the findings to both management and employees. While The Archer Company utilizes a system and methodology proven to provide reliable and objective findings to develop recommendations, our methods and report formats may be customized to meet the City’s specific needs.

### Fair and Balanced

Critical for success is that any system developed during this process must be perceived as fair and balanced by the employees represented in the plan. A well-designed pay plan will achieve a careful balance between internal equity (fairness) and external equity (competitiveness). The study will be completed in accordance with generally accepted compensation methods and applicable federal and state laws, utilizing accepted practices in the management and design of compensation systems. Finally, the system must be relatively easy to manage and maintain by the City and capable of accommodating organizational changes and growth.

## DETAILED DESCRIPTION OF OUR PROPOSED APPROACH

Based on our understanding of the City’s needs and objectives, the Archer Company is pleased to offer the following detailed project plan. Following the narrative of project tasks and sub-tasks, we provide a task-based Project Schedule that will meet the City’s work and schedule requirements.

The methodology utilized by The Archer Company is consistent with the methodology employed successfully in all of our engagements of this nature nationally and is supported by our proprietary job evaluation system. This project is conceived as a multi-task effort. While it is necessary to conduct the phases in the general order presented, there may be overlap in the time frame for each task. All project

tasks and deliverables will be scheduled so as to allow for timely completion in six months. ***We can alter and customize the schedule further if needed to meet specific concerns of the City.***

### Phase One - Project Planning & Kick-Off Meetings

Discussions are held with the City's Project Team to discuss expectations, gather information, and plan project implementation. The Archer Company will work with the Project Team and appropriate staff to obtain clarification regarding the City's organizational structure, classification and compensation concerns, expectations of study results, and other relevant matters. During this time, we will also collect relevant data and information and solidify the project timeline and mutual accountabilities. The following tasks are expected to take place as part of the kick-off process:

- A. **Project Plan:** The Archer Company will finalize a specific project plan for the City that outlines every task to be completed and targeted due dates for key milestones and deliverables. The Archer Company will meet with the Project Team as appropriate at strategic points during the study.
- B. **Meetings with Management and Project Team:** The Archer Company will conduct meetings with the Project Team. We will focus on the overall goals and objectives for the study, as well as specific concerns, from the perspective of top leadership within the organization. We want to make sure our approach and methodology are in alignment with the needs of this leadership team. The initial meeting will also focus on the following objectives:
  - gain a full understanding of the City's mission, vision, and values
  - understand the perceptions of the current Classification and Compensation Plan – what is working, what is not working, what issues is the City facing, etc.
  - clarify stakeholders' expectations of the process and deliverables
  - identification of roles and responsibilities
  - finalize deadlines, and deliverables
  - review the specific instruments to be utilized (predominantly our Comprehensive Position Questionnaire, web-based compensation survey and Department Director Issues Form)
  - understand the role of, and relative importance of, benefits information in light of the study's objectives around Classification and Compensation
  - meetings may be conducted virtually

As we meet with the Project Team, we will focus on concerns and objectives regarding the current classification and compensation system, methodology to be utilized in the study (e.g., job analysis, management interviews, job evaluation, salary survey, etc.), compensation philosophy, and expectations. We will also work with the Project Team to gather data and information we will need to conduct the study.

- C. **Review the Current Classification and Compensation System:** The Archer Company will review the City's current classification plan and all aspects of its pay delivery system.
- D. **Review the Current Organizational Structure and Reporting Relationships:** The Archer Company will review organizational charts, job descriptions, assignment of functions, and job titles for each department.

### Phase Two - Job Analysis, Classification and Evaluation

The Archer Company will establish internal equity in the pay plan by conducting a job analysis of every position, ensuring a logical and internally equitable classification structure and plan, and evaluating

classifications using our copyrighted point factor evaluation system. The analysis will utilize our tailored job analysis questionnaire with input and review provided by the manager and department director, and with additional input from interviews with department directors. The purpose of this key phase of the project is to ensure that the classification structure is appropriate and reflective of the City's philosophy of job classification, that all positions are properly classified, and that the job evaluation for each classification (and therefore the pay grade) is consistent with the work performed. We will discuss any job evaluation changes from the current pay structure with the City. *This process becomes the foundation of the pay plan's principle of internal equity.*

A. **Job Analysis:** A detailed job analysis is performed for every position included in the study for two primary purposes:

- Ensure that each position is properly defined and aligned within the pay plan based on job duties, responsibilities, and qualifications
- Provide the information needed to establish the most appropriate classification plan for the City and to ensure each position is properly allocated to the correct classification

The Archer Company utilizes two integrated methods of conducting job analysis: the use of a thorough position questionnaire and information gathered from each department, and in-depth interviews with all department directors.

1. **Employee Questionnaires:** The Archer Company utilizes a copyrighted questionnaire that has proven a highly effective tool to gather in-depth data about each position without placing too high an administrative burden on employees. The questionnaire data is essential to the proper analysis, classification, and evaluation of The City's positions and will also be used to update job descriptions. *Every question has a purpose.*

We will ask for at least one completed *Comprehensive Position Questionnaire* (CPQ) for each classification that will serve as a primary resource for the job analysis process.

The Archer Company will supply the questionnaires to the City electronically (hard copy if needed), along with easy-to-follow instructions, frequently asked questions ("FAQs") and additional documentation to help facilitate this effort.

The Archer Company asks department management to ensure that the CPQs are completed, reviewed, and returned to the Project Team in a timely fashion. Department Directors are expected to play a key role in ensuring that all information collected from employees provides accurate, thorough, and quality data for use in the job analysis of their subordinate positions.

The Archer Company Project Director will work with the Project Team to discuss the best way to organize and provide the completed, reviewed CPQs to The Archer Company, utilizing a *cloud-based storage system*. We will provide specific instructions on labeling and organization of each electronic file.

2. **Interviews:** The Archer Company will conduct interviews with each department director for *three key purposes*:

- Review the departmental structure and operations, including all reporting relationships and interrelationships between positions
- Understand how the department is impacted by the classification and compensation plan under the current state, and
- Review and discuss specific classification and compensation concerns

Because the interviews are intended to provide data for the classification and compensation

study, we will tailor a specific **Department Director Issues Form** to gather specific information from the department directors with respect to any and all classification and/or compensation concerns. Interviews can be completed on site or virtually.

- B. **Classification of Positions:** All positions within each classification will be carefully reviewed and analyzed against the information captured in the job analysis phase. Each position will be reviewed to ensure that: (1) essential functions are accurate and up to date; (2) knowledge, skills, competencies, and abilities are identified; and (3) minimum qualifications (criteria for entrance), physical requirements, and environmental factors are reflective of the work performed.

Based on the input from the Project Team and our analysis of the current classification structure as it relates to the actual duties of the various City job roles, the Archer Company will make recommendations to **add, delete, consolidate, or revise classifications as appropriate** to ensure that they reflect current operations and position assignments throughout the organization and to eliminate duplication of titles as appropriate.

The structure of the classification system (e.g., the breadth of the scope of assigned duties, number of classifications, job series, title schematics, etc.) will be designed in accordance with the City's compensation philosophy, operations, and anticipated pay plan alternatives. The Archer Company will seek input from the Project Team regarding the most appropriate classification structure.

The Archer Company will pay particular attention to critical, or problem classification areas identified by the department directors and senior management. These groups will also be asked to review and provide input to the recommended classification structure we create as an outcome of this study. Interviews may be conducted on-site or virtually.

- C. **Job Evaluation:** To ensure the outcome of **internal equity**, the Archer Company recommends the use of a valid and reliable quantitative job evaluation system to objectively measure and determine the relative worth of each classification to the organization. The Archer Company utilizes the **Archer Matrix Point-Factor Job Evaluation System** as our primary method to objectively measure and determine the relative worth of each classification to the organization. We will work with the Project

Team to ensure that the methodology utilized provides a good fit with the City's objectives, and we are open to using additional methodologies if necessary. However, due to the objectivity, reliability, and validity of this system, other methodologies are rarely needed.

The Archer System is a point-factor evaluation matrix that provides a state-of-the-art methodology to measure the relative value of the City's job classifications and validity in the pay plan's internal equity. It has tested positive against four different measures of validity and has proven to be effective for *over three decades of direct application to airport authorities, school districts, and all levels of state and local government*. The Archer System measures each job classification based on sixteen factors in order to create an internally equitable classification hierarchy. The key job evaluation criteria are listed below:

- The degree of critical impact on departmental/City operations
- Amount of discretion and judgment exercised
- Organizational responsibilities (span of control, etc.)

## Internal Equity

The importance of internal equity in The Board's pay plan cannot be overstated – especially for a local government under constant scrutiny from the public, a variety of officials, and the employees themselves.

- Reasoning and decision-making
- Types and levels of interaction with individuals and groups within, and external to the City
- Knowledge, skills, abilities, and competencies required
- Minimum qualifications for the classification (balance between education and experience with accommodations for professional licenses and certifications)
- The degree of physical effort and personal risk inherent in the job

- D. **FLSA Evaluation:** Each classification identified in the study will be evaluated against the potential FLSA exemptions (administrative, executive, etc.) to determine if the classification meets one or more of the tests and can therefore be classified as “exempt” under the FLSA. If none of the tests are met, the job will be categorized as “non-exempt.”

While the Archer Company has significant experience with FLSA analysis and determinations, we are not attorneys. Our recommendations should be reviewed by legal counsel.

### Phase Three – Comprehensive Compensation Survey

The Archer Company will collect and compile benchmark position salary survey information and analyze the results in order to assess the impact of the City’s competitive market on the pay plan. Data collected in the surveys may be supplemented by data from published sources (e.g., reputable salary surveys published by professional associations, human resources consulting organizations) where necessary and appropriate. The data collected will be compiled and submitted to the City.

- A. **Identification of “Benchmark” Positions:** The Archer Company will work with the Project Team to identify the list of benchmark classifications that will be included in the survey; The City will be asked to approve the final lists of benchmarks. Benchmark positions are generally selected to represent the continuum of the City’s classifications, focusing on: (1) titles which are widely recognized as possessing similar job content in most organizations; (2) classifications that represent a substantial number of employees as well as the various job families; (3) classifications that are considered to be core functions that serve to anchor the pay plan; (4) roles which have caused recruitment or retention issues for the City; and/or (5) positions/classes which represent the full spectrum of salary grades and ranges in the pay plan (including executive and various administrative classifications). Our prior study included approximately twenty benchmark jobs.
- B. **Identification of “Peer” Organizations and Finalize Definition of “Local Market”:** The Archer Company will work with the Project Team to identify a list of 12-15 peer organizations. Organizations with the following characteristics are typically surveyed: 1) organizations with which the Client competes for employees; (2) organizations which are recognized as important, or influential, in the local marketplace; (3) organizations which are within proximity to the Client’s competitive market (i.e., the same geographic region); and/or (4) organizations with similar population, demographics, and scope of services.

We will work with the Project Team to finalize the definition of the geographic market or markets in which the City competes, The geographic market might be, for example, counties and other jurisdictions within a normal commuting distance, or a certain region within the state.

The prior study defined the competitive market as the following organizations:

1. City of Dublin
2. City of Hudson
3. City of Mason
4. City of Middleburg Heights
5. City of Solon
6. City of Strongsville
7. City of Upper Arlington
8. City of West Chester
9. City of Westerville
10. City of Westlake
11. Economic Research Institute Salary Survey

**Creation of Customized Benchmark Salary:** The Archer Company will conduct a customized survey designed to collect the data requested by the City. The Archer Company utilizes a specific cloud-based application for compensation surveys that has proven to optimize the collection of the data while minimizing the burden to participating

jurisdictions; however, this format may be customized to meet the needs or objectives of the City. Respondents can simply click on a link in an email invitation and access the survey, easily completing it and moving in and out of the survey as needed to balance completion along with other responsibilities. We will also provide a manual copy of the survey in Excel format for organizations who prefer it.

A draft of the survey document will be submitted to the Project Team for review, and appropriate revisions will be made before the survey is initiated.

- D. **Survey Data Collection:** We will identify and compile the contact information for the targeted organizations. Each organization will be contacted by phone to invite their participation prior to distribution of the survey.

The Archer Company will contact each participant after the survey has been distributed and provide any follow-up assistance they may need to complete the survey. We will make every reasonable effort to solicit and encourage the participation of the targeted agencies; however,

The Archer Company  
**MAXIMIZING**  
**CUSTOM SURVEY**  
**PARTICIPATION**

The Archer Company uses a very “hands on” approach to gathering custom survey data from your peer organizations.

we may ask the City' personnel to follow up with any personal contacts to help influence participation.

The Archer Company will contact participants directly to clarify their responses and to solicit additional information as necessary to ensure that appropriate comparisons are made. Significant differences between the job functions for similarly titled positions will be identified and factored into our analysis.

The Archer Company is prepared to supplement custom survey data from public sector jurisdictions with reputable private sector survey data in our possession, with the data selection reflecting the City's labor market definition in terms of the geographic area chosen as well as industries.

- E. **Benchmark Salary Survey Analysis and Reports:** The Archer Company will carefully analyze the benchmark salary survey results, in order to assess the City's position relative to the competitive labor market within which it competes. All data collected will be compiled, tabulated, and edited as appropriate to ensure accuracy and consistency with the selected benchmarks. Salary data gathered is carefully analyzed to ensure a high level of validity in our findings.

#### **Phase Four - Update & Development of the Pay Plan and Pay Schedule(s)**

The Archer Company will incorporate our findings from the review of internal equity with the data collected in the market analysis in order to provide recommendations for the City's pay plan. This phase constitutes several steps:

- A. **Review the Classification Plan Recommendations Against the Current Pay Structure(s):** We will review the City's current pay plan structure *or structures*, as well as our proposed classification plan (e.g., the breadth of the scope of assigned duties, number of classifications, title schematics). As we create the proposed structure in this phase of the project, our goal is to produce a structure or structures that support and facilitate the City's objectives, compensation philosophy and operations.
- B. **Identification of The City's Desired Compensation Philosophy:** A key definition of "compensation philosophy" describes an employer's desired placement of pay levels compared to the relevant labor market. In that vein, an organization can choose to pay "at market," pay "above market" or pay "below market."
- C. **Regression Analysis:** The Archer Company utilizes mathematical regression analysis to ensure the appropriate integration of the relative worth of classifications (job evaluation points) with the competitive worth of each classification in the competitive labor market (market rates).  
The regression analysis produces a pay schedule (a list of pay grades and their respective salary ranges) that can be structured and customized to reflect the organization's compensation philosophy. Thus, the new or revised pay plan will be designed to meet both internal equity and competitive needs. ***Most importantly, the resulting pay plan recommendations will be designed to reflect and incorporate the City's compensation philosophy.***
- D. **Final Pay Plan and Pay Structure Design:** Job analysis and evaluation are used to establish the appropriate internal relationship between benchmark classifications and the remaining classifications in order to tie non-benchmark classifications to the plan. Using an open

classification structure, classifications can be easily revised, or new classifications added as needed to accommodate organizational change.

The universal design of our system provides for optimal equity across departments and job families; while the City may opt to publish individual pay plans, there will be equity across both structures in order to facilitate oversight by the governing City.

The creation of a compensation plan involves a detailed understanding of the City's human resources objectives as well as philosophy with regard to compensation, so that the structure supports both elements as well as appropriately balances internal equity and market competitiveness. Key structural elements such as pay range width are recommended based on a thorough understanding of the City's compensation philosophy and policies with respect to key "compensation events" such as hiring salaries, promotions, and reclassifications.

- E. **Review of Proposed Pay Structure with Project Team:** At the point at which we have a proposed pay structure or structures, with all City jobs assigned to the appropriate classification, pay grade, and pay range, we will present all recommendations first to the Project Team for review and feedback.

### Phase Five - Implementation & Administration

With the preceding objectives complete, the Archer Company will create a detailed, clear, and logical set of implementation recommendations. These will include but not be limited to job classification revisions as necessary, individual salary adjustments, and policy revisions or enhancements that support the City's objectives for its Classification and Compensation Plan.

To support the costing of our recommendations, the Archer Company will collect current payroll and supplemental information. Each employee will be assigned a job title, pay grade and salary range. We will work with the Project Team in order complete the following tasks and deliverables:

1. Recommend and provide costing and strategies associated with implementing the updated pay plan (i.e., transitioning employees to the new pay plan and structure (if multiple structures are created), to include calculation of pay plan implementation costs. Implementation costs can be calculated using standard methodologies or customized to meet specific needs of the City. For example, costs can be spread over multiple years if necessary. Emphasis is typically placed on resolving existing pay and compression issues in the most fair and equitable manner, taking into consideration financial constraints and the City's compensation philosophy.
2. Provide implementation guidelines and specific tasks and their required sequence.

In this phase, we explore alternatives with the City regarding options (e.g., bring all employees to Range Minimum, stagger implementation based on tenure, etc.). We will prepare estimated costs for 2-3 options of the City's choosing. We will also discuss options for pay plan progression.

## Phase Six - Preparation & Presentation of Reports (Draft and Final)

The Archer Company will compile our findings and recommendations into a report giving a summary and analysis of the results. The report will also include a discussion of all recommendations resulting from our findings. Recommendations will include but not be limited to:

- Classification assignments
- Classification structure
- Recommended pay structure(s) that support the City’s objectives
- Pay grade assignment for each classification title
- Individual pay adjustments and relative timing, based on the City’s priorities

The Archer Company will first provide a draft report detailing our findings and recommendations in discussions with the Project Team. All feedback from the Project Team will be carefully considered, and appropriate changes will be made prior to submitting the report in final form. All reports will be available in hard copy and electronic formats.

As a standard practice, The Archer Company provides copies of the survey results to all participants.

## Phase Seven - Support for Pay Plan Maintenance

The City may choose to enter into an arrangement where the Archer Company analyzes, evaluates, and makes a pay grade recommendation for any new or changed jobs. Due to the size of the City, the opportunities to maintain proficiency in the Archer Matrix Point Factor Job Evaluation System are limited. Therefore, many clients of your size choose to “outsource” these services to us when the needs arise.

This proposal includes one year of pay plan maintenance at no cost to the City.

## PROPOSED PROJECT TIMELINE

In this section we provide all specific tasks necessary to complete the classification and compensation study.

Because of the critical and sensitive nature of comprehensive classification and compensation studies, it is prudent for the City to emphasize the importance of favoring the quality of the work product over an ambitious timeline. Our proposed four-month timeline will allow the City management sufficient time to receive, study, and fully understand the implications of the resulting recommendations. The project timeline, outlined above, will be finalized during the initial meetings with the Project Team, and individual tasks will be scheduled as appropriate to complete the study within the agreed upon timeframe

Phases and Tasks	Months
<b>1. Project Planning and Kick-Off Meeting</b>	
1.A. We will develop a specific project plan with all tasks, due dates, responsibility assignments, and deliverables. We will send a data request to ensure we receive the data and information required to complete the project. Also, during the project, we will submit periodic progress reports.	Month 1
1.B. Project Kick-Off Meeting (on-site). The purpose of this meeting will be to discuss concerns and objectives regarding the current classification and compensation system and organizational structure, methodology to be utilized in the study (e.g., job analysis, management interviews, job evaluation, salary survey, etc.), compensation philosophy, and expectations.	

1.C. We will request and review the current classification and compensation system, job descriptions, current organizational structure, and reporting relationships.	
<b>2. Job Analysis, Classification and Evaluation</b>	
2.A. Select employees will complete Comprehensive Position Questionnaires (CPQs) and return them to their immediate supervisors for review and approval. We request a minimum of one completed CPQ for each classification and will review up to three (3) CPQs, per job title, per department. .	Month 1
2.B. Supervisors will review and forward the completed questionnaires to the appropriate Department Director.	Month 1
2.C. Division Directors will review and return the completed questionnaires to the Project Team liaison.	Month 1
2.D. The Human Resources or Project Team will review all CPQs for completion and appropriate signature, and then electronically label, organize and load the reviewed CPQs onto a cloud storage site provided by The Archer Company or a site preferred by the City.	Month 1
2.E. The Archer Company will review each completed CPQ and any management comments.	Month 1
2.F. We will meet individually with Division Directors to (1) study their operations and review the departmental structure (2) understand how the department is impacted by the classification and compensation plan under the current state, and (3) review and discuss specific classification and compensation issues. These meetings may virtual or on-site.	Month 2
2.G. We will review each position to ensure that (1) essential functions are accurate, (2) knowledge, skills, competencies, and abilities are identified, and (3) minimum qualifications, physical requirements and environmental factors are accurate.	Month 2
2.H. We will discuss the current classification system and philosophy with the Project Team around such issues as preference for specific versus broad classifications, the utilization of “job series” for career progression and the preferred format for classification specifications.	Month 2
2.I. We will develop recommendations to add, delete, consolidate, or revise classifications as appropriate to ensure they reflect current operations and position assignments throughout the organization and to eliminate duplication of titles as appropriate.	Month 2
2.J. We will allocate each City position to the appropriate classification under the new classification structure.	Month 2
2.K. We will create a final recommended classification plan/system designed in accordance with the City’s compensation philosophy, operations, and anticipated pay plan alternatives.	Month 3
2.L. The Archer Company will evaluate each classification using the Archer Matrix-Point-Factor Job Evaluation System.	Month 3
2.M. We will submit an initial classification plan to the Project Team as appropriate, for review.	Month 3
2.N. We will respond to any concerns of the City regarding the proposed classification plan.	Month 3
2.O. We will complete an FLSA analysis and recommend the appropriate classification as “exempt” or “non-exempt for each classification found in the study.	Month 3
<b>3. Conduct Market Assessment</b>	

<p>3.A. The Archer Company and the City will define the target labor market and benchmark jobs for the survey.</p>	<p>Month 1</p>
<p>3.B. We will develop a customized, web-based salary survey instrument, which will be easy for participants to complete online. In addition, we will draft a recommended invitation to be sent by a Town “official” to encourage a high participation rate. The survey instrument will include the benchmark positions (with descriptions), as well as information about organization size, budget, and other comparative demographics. We will submit the survey instrument to the City for review.</p>	<p>Month 1</p>
<p>3.C. We will identify and compile the contact information for the targeted organizations and distribute the electronic survey instrument to participating organizations. We will make personal contact with each organization before and after the distribution of the survey email, in coordination with the City, to encourage participation and to assist with concerns and questions.</p>	<p>Month 1</p>
<p>3.D. We will compile and analyze salary data for benchmark classifications; the analysis will include <i>common statistical indicators</i> (e.g., 25<sup>th</sup> percentile, median, mean, 75<sup>th</sup> percentile, etc.), and comparisons to The City’s current pay ranges. Appropriate private sector data as well as data from reputable published surveys will be culled and supplemented to the custom survey data.</p>	<p>Months 2-3</p>
<p>3.E. We will submit the analysis of the benchmark survey data to the City for review and comment.</p>	<p>Month 3</p>
<p><b>4: Design and Develop the Pay Plan Including Pay Structure(s)</b></p>	
<p>4.A. We will review our classification plan recommendations against current pay structure and market data to understand relative harmony or lack of alignment.</p>	<p>Month 3</p>
<p>4.B. We will integrate internal equity (job evaluation data) and external competitiveness (labor market rates) for the benchmark jobs via linear regression analysis to determine the appropriate pay line for the City. Pay ranges (the minimum, midpoint, and maximum salaries) for each pay grade will be calculated from the pay line.</p> <ul style="list-style-type: none"> <li>● We will work with the City to develop the number of pay grades and the pay range structure.</li> <li>● We will assign the appropriate pay grade and pay range to each job classification identified in the study, balancing internal and market value via regression analysis.</li> </ul>	<p>Month 3</p>
<p>4.C. Progress meetings:</p> <ol style="list-style-type: none"> <li>1. Meet with Project Team to review the tentative pay grade assignments and pay ranges.</li> <li>2. Discuss the current and desired “compensation philosophy” with respect to placing their pay ranges either “at,” “above” or “below” market and by what percent.</li> </ol>	<p>Months 3-4</p>
<p><b>5. Classification &amp; Compensation Plan Implementation Recommendations</b></p>	
<p>5.A. We will upload employee payroll data and assign each employee to a classification. We will provide recommendations and costs associated with implementing the recommended pay plan (i.e., transitioning employees to the new pay plan). We will explore alternatives with the City regarding options (e.g., bring all employees to Range Minimum, stagger implementation based on tenure, etc.).</p> <p>We will work with the City to prioritize recommendations and costs, as well as consider multi-year implementation should the costs to implement and resolve internal equity and compression issues.</p>	<p>Month 4</p>

5.B. We will discuss and explore different pay plan progression options.	
<b>6. Preparation and Presentation of Reports (Draft and Final)</b>	
6.A. We will compile our findings and recommendations into a Preliminary Final Report including a discussion of all recommendations and associated costs.	Month 4
6.B. We will present our Final Report.	Month 4
6.C. We will prepare the Final Report and provide it in paper and electronic format.	Month 4
<b>7. Provide Support for Pay Plan Maintenance</b>	
7.A. We will prepare one year of pay plan maintenance.	TBD

## Support Needed from Human Resources Staff (by project phase)

The Archer Company uses approaches and methodologies that minimize the burden on the Human Resources team at our client organizations. We have outlined the support that will be required, by project phase:

**All Phases:** Be available and agree to reasonable schedule of project progress meetings and meetings to review deliverables.

Phase	Support Needed from Human Resources Staff
<b>1. Project Planning and Kick-Off Meeting</b>	<ul style="list-style-type: none"> <li>● Provide data in Data Request form (census, pay plan information, policies, job descriptions, list of jobs with key fields (pay grade, FLSA, etc.) and a few other items</li> </ul>
<b>2. Job Analysis, Classification and Evaluation</b>	<ul style="list-style-type: none"> <li>● Coordinate the distribution of CPQs to employees for completion</li> <li>● Schedule Department Director interviews</li> <li>● Provide a resource within team to answer employee and manager questions about CPQ process, deadlines, etc.</li> <li>● Review all completed CPQs, and follow Archer Company instructions for labeling each file, organizing them by department and division, and loading the Word documents into a cloud storage site provided by The Archer Company</li> </ul>
<b>3. Conduct Market Assessment</b>	<ul style="list-style-type: none"> <li>● Approve final list of benchmark titles and peer organizations for custom survey</li> <li>● Approve survey instrument</li> <li>● Provide contacts if available for peer organizations selected for custom survey</li> </ul>
<b>4: Design and Develop the Pay Plan and Pay Schedule(s)</b>	<ul style="list-style-type: none"> <li>● Attend scheduled meetings and complete timely review of all deliverables</li> </ul>

<b>5. Classification &amp; Compensation Plan Implementation Recommendations</b>	<ul style="list-style-type: none"> <li>Attend scheduled meetings and complete timely review of all deliverables</li> </ul>
<b>6. Preparation and Presentation of Reports (Draft and Final)</b>	<ul style="list-style-type: none"> <li>Review Preliminary Final Report</li> <li>Review Final Report before delivery to any governing body</li> </ul>

## SECTION 3: COST ESTIMATE

### COST ESTIMATE BY PROJECT PHASE

In the table below, we present the cost estimates, by project phase:

Phase	Not-To-Exceed Fee
Project Planning and Kick-Off Meeting	\$2,000
Job Analysis and Classification	\$2,500
Job Evaluation	\$4,500
Salary Survey and Market Assessment	\$7,000
Pay Plan Development	\$3,500
Pay Plan Implementation Scenarios & Pay Plan Progression	\$4,500
Report Preparation and Presentation	\$3,500
<b>Total Fees</b>	<b>\$27,500</b>
Maintenance and Additional Services: Ad-hoc services to include, but not limited to, reviewing new positions, and re-evaluation of existing positions or pay scales.	\$135 per hour

### SUGGESTED PAYMENT PLAN

Monthly invoices will be issued based on the completed work.

## SECTION 4: REFERENCES

### 1. Cuyahoga County, Ohio

**Years:** 1992 - 2025

**Project Description:** The Archer Company assists with the County's classification plan maintenance. Since 1992, we have developed classification plans for most all elected officials with the County government. That includes approximately 15,000 employees. We completed a study that consolidated the prior Auditor's Office, Treasurer's Office, Recorder's Office, Clerk of Courts Office, and Engineer's Office as a result the County implementing charter form of government. In 2023, we conducted a salary survey and pay plan update for non-bargaining classifications. In 2024, we worked with the County to conduct a compression analysis of all 1,000 non-bargaining employees and recommended solutions to resolve the issues. Currently, we recently developed a pay structure for all unclassified positions reporting to the County Executive.

**Contact:** Mr. Albert Bouchahine, Classification Manager

**Address:** 9830 Loraine Avenue  
Cleveland, OH 44102

**Phone Number:** (216) 443-5619

**Email Address:** [abouchahine@cuyahogacounty.us](mailto:abouchahine@cuyahogacounty.us)

### 2. DeKalb County, Georgia

**Years:** 2014 – current; current pay plan maintenance agreement

**Project Description:** The Archer Company developed a classification and compensation study for DeKalb County covering 7,000 employees and over 650 classifications. Employees completed questionnaires. We conducted extensive employee interviews. We worked with the County to identify the competitive market and benchmark jobs. Salary survey data was collected and analyzed. We worked with the County to define the compensation philosophy and pay structure. We classified all employees and designed pay plan implementation scenarios.

Post implementation, we conducted a regional water and salary survey. At a later point, we completed a planning and economic development salary survey of specific job titles. We also developed a formal career progression program and provide general human resource consulting services. We developed various minimum rate scenarios. Recently we conducted focused salary surveys for specific departments and recommended specific employee pay adjustments to address pay compression.

**Contact:** Ms. Jadia Haynes, Assistant Human Resources Director

**Address:** Manuel J. Maloof Center  
1300 Commerce Drive  
Decatur, GA 30030

**Phone Number:** (404) 687-3888

**Email Address:** [jphaynes@dekalbcountyga.gov](mailto:jphaynes@dekalbcountyga.gov)

### 3. Cleveland Municipal Court, Ohio

**Year:** 2022-2022

**Project Description:** The Archer Company conducted a Classification and Compensation Study for the Court. The project included job analysis, job evaluation, salary survey administration, pay plan development and pay plan implementation.

**Contact:** Mr. Russell Brown, City Administrative

**Address:** 1200 Ontario Street  
Cleveland, Ohio 44113

**Phone Number:** (216) 664-4700

**Email Address:** [brownr@cmcoh.org](mailto:brownr@cmcoh.org)

A RESOLUTION ACCEPTING A CERTAIN BID FROM J. D. STRIPING SERVICES, INC., FOR THE 2026 STREET STRIPING PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, three (3) bids were received by the Clerk on December 4, 2025, for the 2026 Street Striping Program, pursuant to advertising for competitive bidding as required by law; and

WHEREAS, the bid of J.D. Striping Services, Inc. was the lowest and best bid received and is comparable to previous years' pricing; and

WHEREAS, the Public Works Director has recommended that Council accept the bid of J. D. Striping Services, Inc.

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

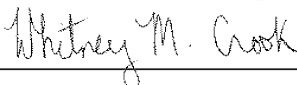
Section 1: Based upon the recommendation of the Public Works Director, the bid of J. D. Striping Services, Inc., as further outlined on the Bid Specification Sheet, as set forth in Exhibit "A" a copy of which is attached hereto and incorporated herein, is found to be the lowest and best bid received for 2026 Street Striping Program, in the amount not to exceed One Hundred Thirty-Seven Thousand Seven Hundred Twenty Dollars and No/Cents (\$137,720.00), which includes a contingency of Fifteen Thousand Dollars and No/Cents (\$15,000.00).

Section 2: The Mayor is authorized to enter into a contract on behalf of the City of Beachwood, Ohio with said company in an amount not to exceed One Hundred Thirty-Seven Thousand Seven Hundred Twenty Dollars and No/Cents (\$137,720.00), which includes a contingency of Fifteen Thousand Dollars and No/Cents (\$15,000.00),.


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

Section 4: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that the striping work may begin as soon as possible; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21<sup>st</sup> day of January, 2026.

  
\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 21<sup>st</sup> day of January, 2026 and filed it with the Clerk.

  
\_\_\_\_\_  
Mayor

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

**TO:** Mayor Justin Berns

**FR:** Chris Arrietta, Public Works Director

**DT:** January 2, 2026

**RE:** Council Agenda Item: 2026 Street Striping Program

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Mayor,

Bids for the 2026 Street Striping Program were opened on December 4. J.D. Striping submitted the lowest and best bid, with a total cost of \$137,720.00. J.D. Striping has successfully completed the City's street striping work in previous years, and staff recommends approval of this bid.

Please let me know if you have any questions regarding this item. With your approval, I would like to place it on the agenda for the next City Council meeting.

**CONTRACT WITH J.D. STRIPING SERVICES INC. FOR THE 2026 STREET STRIPING PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE**

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This Contract is entered into by and between J.D. STRIPING & SERVICES, INC., 438 Beecher Street, P.O. Box 216, Ravenna, Ohio 44266 ("Contractor") and the CITY OF BEACHWOOD, OHIO, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WHEREAS, the Clerk of Council, pursuant to a Motion passed by Council on **November 17, 2025**, advertised for bids for the work and/or services, hereinafter described, on **November 20, 2025 and November 27, 2025** which bids were due on or before **1:15 P.M. on Thursday, December 4, 2025**, at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, Council received the tabulation of the bids at a Public meeting held on **January 20, 2026**, at which time Council adopted **Resolution No. 2026-** approving the bid of the Contractor to be the lowest and best bid ("Bid") and awarding this Contract.

WITNESSETH, that in consideration of the Contractor being recommended by the Public Works Director and chosen by the City, and for the money considerations provided herein, the parties covenant and agree as follows:

1. Based upon the recommendation of the Public Works Director, and as approved by City Council, the Mayor is authorized to enter into this Contract for the 2026 Street Striping Program with the Contractor, in an amount not to exceed One Hundred Thirty-Seven Thousand Seven Hundred Twenty Dollars and No Cents (\$137,720.00), which includes a Fifteen Thousand Dollar (\$15,000.00) Contingency based upon bid document estimated quantities at the unit prices.
2. The Contractor shall provide labor and materials for the 2026 Street Striping Program as submitted in its bid proposal and in accordance with the City's specifications. Before commencing any work, Contractor shall submit an action plan for approval by the Beachwood Police Department showing the means the Contractor will use to comply with the Supervision and Safety requirements contained in the specifications. All work shall be completed in accordance with a time schedule approved by the Public Works Director.
3. The Contractor shall furnish the Public Works Director and City Finance Director with a record of services rendered monthly, not later than five (5) days following the end of each month of the activity on forms approved by the Finance Director.
4. The Contractor is an independent contractor, having discretion over the means, methods and details of the services to be performed consistent with the overall goals and policies of the Public Works Department of the City of Beachwood, and shall provide all equipment, materials and labor necessary to perform the services. Contractor shall provide any necessary training of its employees. Contractor shall be responsible for arranging for Workers' Compensation coverage or equivalent for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws and shall comply with all laws applicable in the City of Beachwood or the State of Ohio. Contractor shall be responsible for verifying that the most current wage rates are utilized and for any changes in the prevailing wage rates or classifications throughout its performance of this Contract.

5. The City shall be entitled to cancel this Contract upon giving a five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this Contract or to furnish satisfactory work in connection with the required services. The City shall be entitled to terminate this Contract immediately upon a determination by the Public Works Director or Safety Director of the City that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor shall perform all work in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall operate during times approved and specified by the City.

6. Contractor shall provide labor and materials for the 2026 Street Striping Program without any sub-contractors and will provide proper supervision and supervisory personnel in connection therewith.

7. Contractor shall furnish the City with evidence of general liability insurance from a company licensed by the State of Ohio in the amount of One Million Dollars (\$1,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy. Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the services provided under this Contract, and whether involving employee claims or third party claims.

8. Ohio law prohibits any state agency or political subdivision from awarding a Contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings For Recovery Certification.

9. This Contract consists of this instrument and the component parts attached hereto, all of which are incorporated herein as if fully rewritten, numbered and signed by the parties. Such documents, unless waived in writing by the Law Director, shall include, but are not limited to, plans and drawings, specifications, warranties, performance bond approved by the City Law Director, proof of satisfactory liability insurance, proof of workers' compensation coverage in accordance with the laws of Ohio, the laws of the City of Beachwood, copies of advertisement, bid tabulations and purchase orders.

10. It shall be the responsibility of Contractor to obtain a copy of the purchase order issued by the City for the approved amount of this Contract. Furthermore, it shall be the responsibility of Contractor. to track remaining funds available and to not invoice the City for any amounts not approved by the terms of this Contract. Any alterations to this Contract shall conform to BCO 121.09(a). Invoices that exceed the approved amount of this Contract will not be paid by the City.

11. In the event of dispute, the Contractor first shall be required to and shall have the right to appeal directly to the Council of the City of Beachwood, and a decision by Council shall be a condition precedent to the institution of any litigation in a court of competent jurisdiction. Any legal action arising out of this Contract shall be brought only in a court of competent jurisdiction sitting in Cuyahoga County, Ohio.

12. This Contract may be executed by electronic mail, facsimile and in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

13. Contractor acknowledges that no modifications can be made to this Contract without prior written action and prior approval by the Mayor and City Council.

14. This Contract represents the entire agreement between the parties, will be governed by the laws of the State of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

J.D. STRIPING & SERVICES, INC.

CITY OF BEACHWOOD

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

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

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

Justin Berns, Mayor

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

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

DRAFT

Approved as to form:

\_\_\_\_\_  
R. Todd Hunt  
Director of Law  
Nathalie E. Supler  
Assistant Law Director  
Matthew A. Kurz  
Assistant Law Director  
25325 Fairmount Boulevard  
Beachwood, Ohio 44122  
216-595-5462  
Date: \_\_\_\_\_

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligations under this Contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

\_\_\_\_\_  
Larry Heiser  
Director of Finance  
Date: \_\_\_\_\_

**FINDINGS FOR RECOVERY CERTIFICATION**

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a Contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against J.D. Striping & Services, Inc.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

DRAFT

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT FOR STORMWATER INSPECTION AND TECHNICAL ASSISTANCE SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood is regulated under the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit and is required to implement a Stormwater Pollution Prevention Program, including compliance with Minimum Control Measures (MCM) 4, 5, and 6;

WHEREAS, the Cuyahoga Soil and Water Conservation District (CSWCD) possesses specialized expertise in stormwater management, pollution prevention, and inspection of stormwater control measures, and has provided such services to the City in prior years in support of NPDES compliance;

WHEREAS, the proposed Memorandum of Understanding provides for stormwater inspection, plan review, technical assistance, and reporting services related to construction activity, post-construction stormwater management, and municipal operations, all of which are necessary for continued compliance with the City's MS4 Permit;

WHEREAS, the Memorandum of Understanding provides for a term of twelve (12) months, with an option to renew for one additional twelve (12)-month term at the sole discretion of the City, subject to an appropriation therefor; and

WHEREAS, the cost of the agreement shall not exceed Twenty-Six Thousand Dollars (\$26,000.00) for the initial term and shall not exceed Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) for the optional renewal term, and such costs are anticipated to be fully reimbursable through the Northeast Ohio Regional Sewer District Community Cost Share Program;

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

Section 1: The Mayor is hereby authorized to enter into a Memorandum of Understanding (MOU) with the Cuyahoga Soil and Water Conservation District for stormwater inspection and technical assistance services consistent with the City's MS4 Permit requirements.

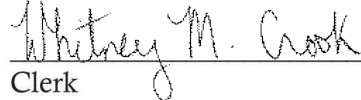
Section 2: The agreement in the MOU shall be for an initial term of twelve (12) months, with an option to renew for one additional twelve (12)-month term at the sole discretion of the City, subject to an appropriation therefor.

Section 3: The total cost of the agreement shall not exceed \$26,000.00 for the initial term and shall not exceed \$27,500.00 for the optional renewal term.


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

Section 4: This Resolution is declared to be an urgent measure necessary for the preservation of the public peace, health, safety, or the efficient operation of the City; and for the further reason to ensure continued compliance with applicable state and federal stormwater regulations.; 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 20<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21<sup>st</sup> day of January, 2026.

  
Clerk

Approval: I have approved this legislation this 21<sup>st</sup> day of January, 2026, and filed it with the Clerk.

  
Mayor

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

**TO:** Mayor Justin Berns

**FR:** Chris Arrietta, Public Works Director

**DT:** January 2, 2026

**RE:** Council Agenda Item: MOU – Cuyahoga Soil and Water Conservation District

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Mayor,

The Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District (CSWCD) provides for the inspection of existing commercial stormwater control measures on commercial properties during the upcoming year. CSWCD has provided these services in prior years to support the City's compliance with the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit.

The scope of CSWCD's inspection and review services is primarily focused on pollution prevention for proposed development, redevelopment, and existing commercial properties. This technical assistance includes inspections of stormwater control measures during the pre-construction, construction, and post-construction phases, which are essential components of the City's Stormwater Pollution Prevention Plan.

The cost of the agreement is \$26,000 for 2026 and \$27,500 for 2027. The total cost of the agreement is fully reimbursable through the Northeast Ohio Regional Sewer District Community Cost Share Program.

Please let me know if you have any questions regarding this agreement. With your approval, I would like to place this item on the agenda for the next City Council meeting.

# **MEMORANDUM OF UNDERSTANDING**

## **Between Cuyahoga Soil & Water Conservation District and the City of Beachwood, OH**

This Memorandum of Understanding (“MOU”) is made this 1<sup>st</sup> day of January, 2026 (“Effective Date”), between Cuyahoga Soil & Water Conservation District (“Cuyahoga SWCD”) and the City of Beachwood, OH (“City”), referred to herein as the “Parties,” to support implementation of a conservation program that promotes best practices for soil and water conservation, stormwater pollution prevention, and natural resource protection, corresponding with the City’s Municipal Separate Storm Sewer System (MS4) permit and municipal codified ordinances where applicable.

### **BACKGROUND AND PURPOSE**

Recognizing the need for effective collaboration in protecting soil and water resources and in carrying out its mandated responsibilities, especially related to the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, the City and Cuyahoga SWCD accept this agreement as the document which describes the process for exchange. Cooperation between these two units of government supports the City in sustainable plans for development/redevelopment of land, water quality protection and improvements, and conservation of natural resources. The Ohio Revised Code, Chapter 940 describes Cuyahoga SWCD’s authority for engaging in this Mutual Agreement.

NOW, THEREFORE, the parties’ understanding is as follows:

### **PROJECT TASKS**

Cuyahoga SWCD and the City have mutually agreed to the scope of technical assistance related to pollution prevention on disturbed sites, including construction sites disturbing one or more acres of total land, including the entire area disturbed in the larger common plan of development or sale (>1 acre) as required under the NPDES rules. Construction activities disturbing less than one acre and not part of a larger common plan of development or sale of total land (<1 acre), and not covered under the NPDES rules, will be reviewed by Cuyahoga SWCD as requested by the City.

Cuyahoga SWCD will: (i) perform stormwater pollution prevention plan (SWP3) reviews for proposed development, redevelopment and infrastructure renovation projects; (ii) perform abbreviated construction plan reviews, as requested by the City; (iii) perform required field reviews of active construction projects; (iv) perform long-term maintenance field reviews of post-construction water quality facilities; and (v) provide written technical advisory reports detailing plan review recommendations, site conditions, and recommendations for compliance and/or maintenance activities needed.

#### **NPDES, Minimum Control Measure 4 – Construction Site Stormwater Runoff Control**

1. Cuyahoga SWCD will provide technical assistance related to stormwater pollution prevention and stormwater quality management, as requested, including:
  - a. Preliminary site planning meetings or conference calls with Planning, Economic Development, or other appropriate municipal departments; and
  - b. Review of erosion and sediment control plans (ESCs) for development, redevelopment, and infrastructure renovation plans for compliance with NPDES rules (Ohio Administrative Code 3745 39-04 (B) (1) through (6)) and the current edition of Ohio's Rainwater and Land Development standard guidance manual.
2. The annual conservation program will include the following technical assistance related to NPDES-covered construction activities for a maximum of five (5)\* active construction sites annually:
  - a. Initial ESC plan reviews, as received. Plan reviews for abbreviated construction plans (i.e. < 1 acre\*) will be performed at the request of the City.
  - b. Subsequent SWP3 review, as needed up to five (5) revisions
  - c. Technical advisory inspections (field reviews) and reporting (12 per year per site) for sites >1 acre.\*
  - d. Catalogue Long-Term Maintenance Agreements (LTMA) submitted by applicant during the plan review process

\*Construction sites 10 acres or greater will be treated as two (2) or more sites in the municipality's annual site technical assistance provided through this MOU. Sites exceeding 25 acres, consisting of multiple phases, and/or which are deemed exceedingly complex compared with standard stormwater control practices in Ohio and Cuyahoga County will be evaluated separately for conformity with this MOU. Separate cost estimates may be required for sites 25 acres or greater.

Construction sites covered under this MOU which commence earth disturbing activity or other construction activity covered under NPDES rules (Ohio Administrative Code 3745 39-04 (B) (1) through (6)) without an approved construction permit issued by the municipality and/or before receiving a Recommendation of Approval (ROA) from Cuyahoga SWCD may be subject to additional charges outside of this MOU.

Cuyahoga SWCD will halt monthly inspections of construction sites covered under this MOU which are found to be deficient in implementing and/or maintaining stormwater control measures detailed in the site's approved SWP3 for four (4) months or more until the municipality has provided written documentation confirming compliance resolution efforts are being implemented by responsible parties in a timely manner.

As requested by the City, Cuyahoga SCWD will provide the following additional services in support of NPDES, Minimum Control Measure 4 – Construction Site Stormwater Runoff Control:

1. Planning assistance, technical advice, and landowner follow up, including:

- a. Technical assistance on local legislation needs to support the City in implementation of its MS4 permit program;
- b. Sound stormwater management;
- c. Protection of sensitive natural areas;
- d. General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands, or other unique areas that are planned for development;
- e. Recommendations for stream bank and wetlands restoration, slope erosion control;
- f. Enhancement of small drainage systems and wildlife habitat enhancements; and
- g. Resident and landowner assistance, as requested by the City, to advise on BMP strategies and other conservation-related matters.

***Annual Cost for NPDES, Minimum Control Measure 4 – Construction Site Stormwater Runoff Control: \$5,500.00***

**NPDES, Minimum Control Measure 5 – Post-Construction Stormwater Management**

1. Cuyahoga SWCD will provide technical assistance related to stormwater pollution prevention and stormwater quality management, as requested, including:
  - a. Preliminary discussion, review, and technical assistance for SCM selection, including long term maintenance requirements for property owners; and
  - b. Design review of post-construction stormwater quality control measures (SCMs) for development, redevelopment, and infrastructure renovation plans for compliance with NPDES rules (Ohio Revised Code 3745 39-04 (B) (1) through (6)) and the current edition of Ohio’s Rainwater and Land Development standard guidance manual; and
  - c. Review of Long-Term Operations & Maintenance plans and draft Long-Term Maintenance Agreements (LTMA)s
  - d. Installation inspection of select SCMs, including trees and other items as requested.
2. As required under the MS4 Permit, Cuyahoga SWCD will also provide technical assistance related to NPDES-covered post-construction stormwater control measures (water quality basins) for a maximum of 60\* sites annually:
  - a. Mandatory transition meetings will be held with Cuyahoga SWCD staff, city personnel, and site personnel to review long-term operations and maintenance needs, and reporting requirements. The mandatory transition meeting will constitute the initial post-construction site inspection and also serve as the official handover from active construction to post-construction. At the transition meeting, the following will be reviewed/discussed:
    - i. Verification all installed post-construction stormwater control measures are in proper working order, as specified in the approved site plans.
    - ii. Confirmation the site owner and/or property manager has received a copy of the Long-Term Operations and Maintenance (LTOM) manual and

understands their maintenance responsibilities as outlined in the Long-Term Maintenance Agreement (LTMA) for the site.

- iii. Final as-built design file submissions for all post-construction stormwater control measures on the site. Cuyahoga SWCD maintains a copy of the final as-built designs for post-construction features.
- b. Annual long-term maintenance field reviews of post- construction water quality facilities and technical advisory inspection report to the City and property owner.
- c. Maintenance program fact sheets, individual site assessments and training, as requested by the City.
- d. Guidance and review of technical advisory report with landowners, as requested by the City.

\*Post-construction sites which have five (5) or greater stormwater control measures on site will be treated as two (2) or more sites in the municipality's annual site technical assistance provided through this MOU.

Post-construction sites under this MOU which have been identified as having deficiencies for more than three (3) inspection cycles will not continue to be inspected by Cuyahoga SWCD until the municipality has provided written documentation to confirming compliance resolution efforts are being implemented by responsible parties in a timely manner.

As requested by the City, Cuyahoga SCWD will provide the following additional services in support of NPDES, Minimum Control Measure 5 – Post-Construction Stormwater Management:

1. Planning assistance, technical advice, and landowner follow up, including:
  - a. Technical assistance on local legislation needs to support the City in implementation of its MS4 permit program;
  - b. Sound stormwater management;
  - c. Protection of sensitive natural areas;
  - d. General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands, or other unique areas that are planned for development;
  - e. Recommendations for stream bank and wetlands restoration, slope erosion control;
  - f. Enhancement of small drainage systems and wildlife habitat enhancements; and
  - g. Resident and landowner assistance, as requested by the City, to advise on SCM maintenance strategies and other conservation-related matters.

***Annual Cost for NPDES, Minimum Control Measure 5 – Post-Construction Stormwater Management: \$7,750.00***

**NPDES, Minimum Control Measure 6 – Pollution Prevention/Good Housekeeping for Municipal Operations**

Cuyahoga SWCD will provide an estimated 180 hours of technical assistance to the City related to implementing a stormwater management program with the goal of reducing pollutant runoff from municipal owned facilities. Cuyahoga SWCD's technical assistance will include:

1. Review of existing SWP3 documents for municipally owned facility for compliance with NPDES rules (Ohio Revised Code 3745 39-04 (B) (1) through (6)) and the current edition of Ohio's Rainwater and Land Development standard guidance manual.
  - a. Existing SWP3s will be reviewed and evaluated for updates based on changing permit requirements, best management practices, and/or facility use.
2. Review and/or revise existing Stormwater Pollution Prevention Plan templates for municipal owned facilities in municipal separate storm sewer (MS4) areas that conduct activities described in 40 CFR 122.26(b)(14) that are not required to obtain Industrial Stormwater Permit coverage, including vehicle maintenance facilities, bus terminals, composting facilities, impoundment lots, waste transfer facilities, etc.
3. In the absence of a valid and up-to-date Stormwater Pollution Prevention Plan assist the municipality in the creation of a SWP3 appropriate for the facility.
4. Meeting individually with facility managers to provide guidance on how to fill out the SWP3 template.
5. Meet with facility managers and appropriate City staff to review the completed SWP3.
6. Perform joint site inspections with individual facility managers to ensure the site SWP3 is being properly implemented in accordance with MS4 permit frequencies. .
7. Submit an inspection report to facility manager and appropriate City staff, including recommendations to address any observed deficiencies.
8. Perform follow-up inspections at individual facilities as needed to ensure that any deficiencies were remedied.
9. In collaboration with the City, provide an annual training to City staff including but not limited to:
  - a. Land use planning, conservation practices, and natural resource protection,
  - b. Local legislation and administrative procedures such as Planning Commission review processes, Building & Zoning Codes, and Riparian Setbacks;
  - c. Sound urban stormwater management practices; and
  - d. Sensible salting during winter months
10. Provide an annual report of all activities undertaken (including copies of any other data collected).

***Annual Cost for NPDES, Minimum Control Measure 6 – Pollution Prevention/Good Housekeeping for Municipal Operations: \$11,250.00***

### **Administrative Services**

Cuyahoga SWCD will provide the City with the following administrative support services:

1. Provide an annual report of all activities undertaken (including copies of any data collected, as requested).
2. Project file management for all sites reviewed by Cuyahoga SWCD.
3. Mapping of stormwater facility locations.

4. Documenting LTOM plans and recorded LTMA agreements provided at the time of site transition.
5. Data and assistance with MS4 reporting, as requested.

***Annual Cost for Administrative Services: \$1,500.00***

## **MOU PARTNER ROLES & RESPONSIBILITIES**

Recognizing the need for effective collaboration in protecting soil and water resources and in carrying out its mandated responsibilities, especially related to the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, the City and Cuyahoga SWCD agree to be responsible for the implementation tasks outlined for each below.

### **Cuyahoga SWCD Responsibilities Related to Stormwater Pollution Prevention Activities**

Through this MOU, Cuyahoga SWCD will be responsible for providing the following:

1. Coordinate a yearly stormwater program kickoff meeting with designated City staff responsible for implementation of the City's MS4 Permit program.
2. Conduct an annual review of MOU services and portfolio of active and post-construction inspection sites.
3. Provide support to municipality for public records requests related to MS4 Permit program.
4. Provide technical assistance, natural resource impact review, recommendations for SCMs and other conservation practices, during preliminary project discussions.
5. Review of erosion and sediment control plans (ESCs) for development, redevelopment, and infrastructure renovation plans for compliance with NPDES rules (Ohio Administrative Code 3745 39-04 (B) (1) through (6)) and the current edition of Ohio's Rainwater and Land Development standard guidance manual within 21 business days upon receipt.
6. Provide a Recommendation of Approval (ROA) letter to the City documenting approval of the site SWP3 prior to commencement of construction activities.
7. Attend pre-construction meeting(s) and review site SWP3 requirements with project construction team.
8. Provide monthly technical advisory inspections (field reviews) and reporting to the City and project construction team for up to 5 active construction sites per year.
9. Notify relevant contractors and the City when deficiencies are observed on active construction sites. Construction sites subject to NPDES compliance which are deficient for four (4) months or more will not be inspected by Cuyahoga SWCD until the municipality has provided written documentation to confirm deficiencies are being addressed in a timely manner.
10. Lead post-construction transition meetings to inspect the installation and review long-term operations and maintenance documents and reporting requirements.
11. Conduct up to 60 post-construction site stormwater control measure field reviews and technical advisory inspection reports annually to the City and property owner.

12. Maintain contact lists, as furnished by the City or other authorized party, of property owners and property maintenance contacts for sites inspected by Cuyahoga SWCD under this MOU.
13. Provide technical assistance, as requested by the City, to support implementation of the City's MS4 Permit program and/or conservation practices within the community.
14. Provide an annual report of all activities undertaken (including copies of any data collected, as requested).
15. Provide administrative support through project file management, mapping of facility locations, documenting LTOM plans and recorded LTMA agreements provided at the time of site transition, and data and assistance with MS4 reporting, as requested.
16. Submit invoices following the performance of the services described in the billing in a form mutually agreeable to the parties and accompanied by such supporting documentation as reasonably required for verification.

### **City's Responsibilities Related to Stormwater Pollution Prevention Activities**

Through this MOU, the City will be responsible for the following:

1. The City will provide an annual appropriation, to the face value of this MOU, not to exceed \$26,000 for technical assistance related to NPDES covered construction activities. Should additional services be requested outside the scope of this MOU, written amendments will be made and additional costs agreed upon by both parties. This memorandum of understanding will be reviewed each year to ensure agreed upon assumptions are still valid.
2. The City will make payments to the Cuyahoga SWCD for its performance based on verified invoices, which shall be due and payable by the within thirty (30) days from the date of receipt thereof.
3. The City will recognize the environmental functions of naturally vegetated open spaces, such as wetlands, stream corridors, ravines, woodlands, and fields in providing economic and human health benefits, making them worthy of the City's protection in municipal zoning and building codes, land management strategies, and enforcement thereof.
4. The City will direct other City departments and divisions, builders, developers, and design engineers to consult with Cuyahoga SWCD for assistance on siting, planning, and natural resource conservation early in the concept planning stage of the construction planning cycle. The City will require builders, developers, and consultants to follow best management practices as outlined in the current edition of Ohio's Rainwater and Land Development standard guidance manual. Where applicable, the City will adopt policies and procedures to support the requirements for construction and post-construction activities for compliance with the NDPEs permit.
5. The City will designate one or more individual(s) to serve as the City's liaison(s) for the stormwater pollution prevention program. These designated individuals will be responsible for the following:
  - a. Participate in a yearly stormwater program kickoff meeting with designated City staff responsible for implementation of the City's MS4 Permit program.

- b. Annually review portfolio of active and post-construction inspection sites with Cuyahoga SWCD staff.
  - c. Notifying Cuyahoga SWCD of upcoming construction projects submitted to Planning Commission or other authorizing body.
  - d. Facilitate SWP3 plan submittal to Cuyahoga SWCD for applicable projects.
  - e. Verification of Cuyahoga SWCD Recommendation of Approval (ROA) and OH EPA Notice of Intent (NOI) prior to commencement of construction activities.
  - f. Coordinate with Cuyahoga SWCD staff to attend pre-construction meeting(s) and review site SWP3 requirements with project construction team.
  - g. Review monthly technical advisory inspections (field reviews) and reports. Support Cuyahoga SWCD in obtaining accurate contact information for site contacts, where applicable.
  - h. Support and lead enforcement and escalation of non-compliant sites.
  - i. Support Cuyahoga SWCD in coordinating a mandatory transition meeting to review long-term operations and maintenance needs, and reporting requirements.
  - j. Support Cuyahoga SWCD in obtaining updated Long-Term Operations and Maintenance plans and fully executed Long-Term Maintenance Agreements for all sites with post-construction stormwater control measures subject to NPDES compliance.
6. The City will adopt, apply, and enforce Cuyahoga SWCD recommendations to support implementation of the Stormwater Pollution Prevention Program. This includes, but is not limited to, verification of Cuyahoga SWCD’s Recommendation of Approval (ROA) prior to authorizing construction activities to commence, issuing stop work orders or other construction activity restrictions, and issuing fines to appropriate entities for failure to comply with NPDES permit and other local requirements.
  7. The City will provide Cuyahoga SWCD with field surveys, proposed layouts, designs or meeting notices needed for adequate technical assistance in a timely manner.
  8. The City recognizes that Cuyahoga SWCD has no regulatory authority to enforce NPDES rules.

**COST SUMMARY**

<b>SERVICE</b>	<b>COST YEAR ONE</b>	<b>COST YEAR TWO (OPTIONAL)</b>
NPDES, Minimum Control Measure 4 – Construction Site Stormwater Runoff Control	\$5,500.00	\$5,750.00
NPDES, Minimum Control Measure 5 – Post-Construction Stormwater Management	\$7,750.00	\$8,500.00
NPDES, Minimum Control Measure 6 – Pollution Prevention/Good	\$11,250.00	\$11,500.00

Housekeeping for Municipal Operations		
Administrative Services	\$1,500.00	\$1,750.00
	<b>TOTAL COST YEAR ONE</b>	<b>TOTAL COST YEAR TWO</b>
	<b>\$26,000.00</b>	<b>\$27,500.00</b>

**GENERAL TERMS OF UNDERSTANDING**

1. The City recognizes that Cuyahoga SWCD has expertise in compliance with the requirements of the OEPA’s NPDES regulations and is relying on such expertise.
2. Cuyahoga SWCD recognizes that the City is the regulating authority.
3. Consequently, Cuyahoga SWCD shall not send enforcement escalation correspondence without the City first reading and approving such correspondence to issue on its behalf. The City shall notify Cuyahoga SWCD of any questions, comments, and/or requested changes in a timely fashion.
4. Cuyahoga SWCD shall use appropriate city and departmental organizational structures to seek resolution of issues deemed violative or deficient on City facilities.
5. Cuyahoga SWCD shall respond to such questions, comments and make such changes in a timely fashion.
6. Cuyahoga SWCD is not granted regulatory authority in the Ohio Revised Code.
7. Cuyahoga SWCD will provide the City with a written annual summary, relevant to its role, as outlined in this MOU.
8. The NPDES rules, current edition of Ohio’s Rainwater and Land Development standard guidance manual, the ODOT Location and Design Manual Volume 2, and standards of the USDA, Natural Resources Conservation Service will be used in planning and application of conservation measures.
9. That both parties will review quality of assistance and address concerns as they arise.
10. That all assistance provided by Cuyahoga SWCD is offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.
11. The City recognizes Cuyahoga SWCD’s obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.
12. Any notice or communication required or permitted under this MOU shall be sufficiently given in writing delivered in person or electronic mail, to the following:

CITY OF BEACHWOOD	CUYAHOGA SOIL & WATER CONSERVATION DISTRICT
JUSTIN BERNS MAYOR	KRISTIN N. HALL FITZGERALD, EXECUTIVE DIRECTOR
MAYORBERNS@BEACHWOODOHIO.COM	<a href="mailto:KHALL@CUYAHOGASWCD.ORG">KHALL@CUYAHOGASWCD.ORG</a>
BEACHWOOD, OHIO 44122	CLEVELAND, OHIO, 44114

13. In the event of any dispute or disagreement between any of the Parties with respect to the interpretation of any provision of this Project Agreement which cannot be resolved in

the normal course of business, then upon written notice of either party to the other adhering to the following:

- a. Each party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute;
  - b. No formal action for such dispute may be commenced by the parties until either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely and so notifies the other party; and
  - c. The rights and obligations of the parties under this Section shall not limit either party's right to terminate this Project Agreement as otherwise permitted hereunder.
14. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
  15. In the event that any provision of this MOU is deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU shall be determined to be unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this MOU to be invalid or unenforceable, that provision will be changed and interpreted to accomplish the Parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this MOU shall continue in full force and effect.
  16. There are no third party beneficiaries under this Contract, and in no event shall Cuyahoga SWCD be liable to the City for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits.
  17. Neither Party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, from which approval shall not be unreasonably withheld.
  18. This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract or other agreement entered into between the parties in writing subsequent hereto shall supersede and preempt any conflicting provision of this MOU. The terms of this MOU control over any conflicting terms in any referenced document.
  19. By entering into this MOU, the Parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by Cuyahoga SWCD and the City may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga SWCD and the City to said documents shall have the same effect as if that signature was manually affixed to a paper version of the document.

## **INDEMNIFICATION**

Cuyahoga SWCD and the City do not indemnify any person or entity, and agree that no provision of this MOU or any other agreement between Cuyahoga SWCD and the City may be

interpreted to obligate either to indemnify or defend the other or any other person or entity. Each party agrees to be responsible for any and all damages for which they are legally liable resulting from the actions or omissions of its officers, officials, employees and agents while same are engaged in the performance of this MOU.

**TERM, RENEWAL, TERMINATION**

The term of this MOU shall begin on the Effective Date first stated above and when Cuyahoga SWCD receives written notice from the City, in a form approved by Cuyahoga SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code; and shall end on the same date twelve (12) months thereafter, unless this MOU is terminated sooner, or unless the MOU is extended by the City, for one additional one-year term of twelve (12) months, at the rates outlined above in the COST SUMMARY, at the sole discretion of the City. If the City exercises its option to renew the MOU for one additional twelve-month period, the City shall notify Cuyahoga SWCD, in writing, of its desire to before the end of the initial twelve (12) month term if the CITY has determined to extend the MOU for an additional one-year period. The MOU shall continue in effect for said periods, unless the MOU is terminated sooner, or unless it is further extended by mutual agreement, in writing, of the parties hereto. Any such extension shall be under the same terms and conditions as set forth in this MOU.

This MOU may be amended or terminated at any time by mutual consent of both parties, or the agreement may be terminated by either party giving thirty (30) day's advance written notice to the other.

In witness thereof, the Memorandum of Understanding executed and agreed to on the latest day, month and year written below:

**CUYAHOGA SOIL & WATER  
CONSERVATION DISTRICT**

**CITY OF BEACHWOOD, OH**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Printed Name, Title)

BY: \_\_\_\_\_  
(Printed Name, Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE OSBORN ENGINEERING COMPANY FOR PROFESSIONAL DESIGN SERVICES FOR THE CHAGRIN BOULEVARD RESURFACING PROJECT (PID #123485); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood is undertaking the Chagrin Boulevard Resurfacing Project, Ohio Department of Transportation Project Identification Number (PID) 123485 (the “Project”);

WHEREAS, pursuant to a Request for Qualifications for professional engineering design services for the Project, The Osborn Engineering Company was evaluated and recommended for selection;

WHEREAS, by Resolution No. 2025-37, City Council accepted the recommended selection of The Osborne Engineering Company and authorized the Mayor to take all steps necessary to finalize the engagement for the design phase of the Project; and

WHEREAS, the City desires to formally enter into a Professional Services Agreement with Osborne Engineering to provide professional design services necessary for the Project at an authorized price.

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

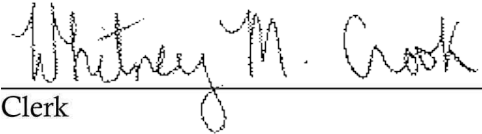
Section 1: The Mayor is hereby authorized to enter into a Professional Services Agreement with The Osborne Engineering Company for professional design services for the Chagrin Boulevard Resurfacing Project, PID No. 123485, in an amount not to exceed Three Hundred Ninety-Six Thousand Fifty Dollars (\$396,050.00).

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 public peace, health, safety, or the efficient operation of the City; and for the further reason that the design work must begin promptly to meet ODOT timelines for construction in 2026 or 2027; 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 20<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21<sup>st</sup> day of January, 2026.

  
Clerk


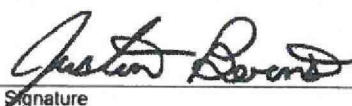
Approval:

I have approved this legislation this 21<sup>st</sup> day of January, 2026 and filed it with the Clerk.

  
Mayor



## Professional Services Agreement

<b>Design Professional:</b>	<b>Client:</b>
The Osborn Engineering Company 1111 Superior Ave., Suite 2100 Cleveland, OH 44114-2530	City of Beachwood 23355 Mercantile Road Beachwood, Ohio 44122
<b>Project No.</b> 20250839.000	<b>Date:</b> 11-20-2025
<b>Project Name:</b> Chagrin Boulevard Resurfacing PID 123485	
<b>Location:</b> Beachwood, Ohio	
<b>Scope of Services shall be as described below or in Proposal letter:</b>	
See attached proposal letter	
<b>Fee Arrangement:</b> See attached proposal letter	
<b>Rates shall be as shown on attached rate sheet.</b>	
<b>Retainer Amounts:</b>	
<b>Special Conditions:</b>	
<b>Offered by:</b>	<b>Accepted by: (Client):</b>
 Signature	 <span style="float: right;">12/3/2025</span> Signature <span style="float: right;">Date</span>
Joe Ferenczy, PE Director of Infrastructure/Principal	<b>Justin Berns, Mayor</b>
Printed name / title	Printed name / title Signature indicates the authority to bind the company to the terms herein
<b><u>The terms and conditions on the following pages are part of this Agreement. Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. No waiver or modification of the terms and conditions set forth herein shall be binding upon Design Professional unless made in writing and signed by Design Professional's authorized representative.</u></b>	

## TERMS & CONDITIONS

### Fee

The total fee, except for a stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that are attached to the proposal.

### Billings/Payments

Invoices for services shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month may be applied to the unpaid balance after 45 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

### Standard of Care

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

### Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

### Hidden Conditions (If work is in existing structure or project)

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such due notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

### Hazardous Materials/Mold

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which the Design Professional shall have no responsibility.

### Indemnification

The Design Professional further agrees, subject to the Limitation of Liability, to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions. Notwithstanding anything to the contrary Consultant is not responsible for delays outside of its control.

### Limitation of Liability

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Design Professional and the Design Professional's officers, directors, partners and employees, and any of them to the Design Professional and anyone claiming by or through the Design Professional for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or this Agreement from any cause or causes shall not exceed Fifty Thousand Dollars (\$50,000) or the amount of the Design Professional's fee, whichever is greater. Such claims and causes include, but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

### Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, and reasonable termination expenses.

### Betterment

If a required item or component of the Project is omitted from the Design Professional's documents, the Design Professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Design Professional's original documents. In no event will the Design Professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

### Ownership of Documents

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants.

### Defects In Service

The Client shall promptly report to the Design Professional any defects or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

### Construction Activities

The Design Professional shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to anyone performing any of the Work, nor for means and methods or job-site safety.

### Dispute Resolution

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator, the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State of Ohio shall govern this agreement.

### Relationship of the Parties

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

### Entire of Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement be found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.

**Applicable Law** The law applicable to this Agreement is the state of the Project location.

## Projects Located in the State of Florida

PURSUANT TO FLORIDA STATUTE 558.0035, NO INDIVIDUAL EMPLOYEE OR AGENT OF THE OSBORN ENGINEERING COMPANY SHALL BE HELD PERSONALLY LIABLE FOR NEGLIGENCE ARISING FROM THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT.

Continued from Page 2 - Professional Services Agreement  
Osborne Engineering Chagrin Boulevard Resurfacing

Approved as to form

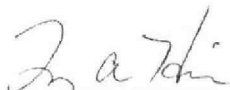


R. Todd Hunt, Director of Law  
Nathalie E. Supler, Assistant Law Director  
Matthew A. Kurz, Assistant Law Director  
25325 Fairmount Boulevard  
Beachwood, Ohio 44122  
216.595.5462  
Date: 12/03/2025

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligations under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

  
\_\_\_\_\_  
Larry Heiser  
Director of Finance  
Date: 12/3/2025



Job # 20250839.00

10-13-25

Mr. Chris Arrietta  
Public Works Director  
City of Beachwood  
23355 Mercantile Road  
Beachwood, Ohio 44122

**RE: Chagrin Boulevard Resurfacing PID 123485 (Revised)**

Dear Mr. Chris Arrietta,

### Project Understanding

**Introduction-** The Osborn Team understands the primary objective of this project is to resurface approximately 9800 linear feet of Chagrin Boulevard from the City of Beachwood (City) west corporation line to the Richmond Road intersection. The southern portion of Chagrin Boulevard from the corporation line to South Green Road is within the City of Highland Heights. This is an ODOT-LPA project and will follow ODOT standards, plan format and specifications. Osborn assumes the city will provide notes, details, and unit price estimates for any "as per plan" items they wish incorporated into the plans.

Osborn has broken the project scope into three parts, following ODOT's plan submittal process – Stages 1 and 3, and Final Tracings. Stage 1 consists of survey activities, environmental studies and documentation, traffic data acquisition, geotechnical investigation, and preliminary design to display the limits and extent of work associated with the resurfacing. Stage 3 will incorporate plan updates, based on Stage 1 city and ODOT review comments, and provide additional design details, notes and plans. Stage 3 will also provide quantity sub summaries and general summary sheets. After the city's and ODOT Stage 3 review, Osborn will then create the Final Tracing plans for formal submittal to ODOT Central Office. Osborn will also provide an estimated construction cost, in ODOT's Estimator program, with each stage submittal.

The project length is approximately 9,800 linear feet, or 1.86 miles, with two eastbound and westbound travel lanes. There are four lanes total from Colton Road to Stratton Road, it widens to five lanes to include a center-left-turn-lane/exclusive left turn lane from Stratton to Green Road, and then the five-lane section continues to Richmond Road. The pavement width is approximately 48 feet on the western end, which then widens to approximately 62 feet on the eastern end, face of curb to face of curb.

As part of the Stage 1 submittal, Osborn will conduct a field inventory of the pavement conditions, to allow us to better estimate the types of repairs and work needed including:

- Areas of recent pavement repairs.
- Base and subbase failure primarily along the right curb line.
- Areas of fatigue and reflective cracking.
- Heavy oxidation and raveling of the asphalt surface course.



Pavement cores and further field investigation will allow for a more accurate quantity calculation. Osborn will finalize where to replace or rehabilitate certain pavement sections based on the results of the pavement cores, our on-site visual pavement condition survey, and from the record plans.

Some areas of deteriorated pavement, not noticeable from the surface, will become evident once the milling process is completed. Therefore, the project plans will include contingency bid items/quantities for both full depth and partial depth pavement repairs to be used during construction at the discretion of the construction manager.

***In-Depth Field Walk-Through with the City***- We will conduct this utilizing PlanGrid on an iPad. This allows the team to seamlessly document notes and photos that are geospatially tagged in real time to a PDF. This data is then uploaded to the cloud for seamless sharing of information with the city and other team members. The PlanGrid data will include our observations on pavement and curb conditions, and identification of any castings that may need more work than adjust to grade. This thorough documentation saves time and enhances the quality of our design by enabling us to back-check our pavement condition evaluations in the office while actively working on the design and plan development.

***Utility Coordination***- There are several overhead and underground utilities including electric, gas, and water. With the Stage 1 submittal, Osborn will begin preparation of a Utility 4A and Exhibit B form that lists the involved utilities from the survey OUPS request. At Stage 3, Osborn will update the exhibit to reflect the known relocations and adjustments. At each stage submittal, Osborn will provide a copy of the plans to each public and private utility and coordinate with them and city as to question arising from potential relocations.

Osborn tracks utility coordination from start to finish and documents all submittals and responses with a master utility coordination log. For the private utility companies, we plan to send the PDF plans for speedier transmission and response times and provide partial sets of hard copy plans, only as requested by them. We will assemble and submit to the city copies of all correspondence with the utility companies, with each plan review submittal.

***Field Survey & Mapping & Data Gathering***- ECS surveying will provide Osborn with the information needed by the project requirements in the project scope. These items include Right-of-Way and property lines, with owner information, and an established centerline of Right-of-Way, horizontal survey control (including 3-point reference ties), benchmarks every 1,000 feet (including 3-point reference ties), limited topographic survey focusing on intersections and handicap ramps via traditional survey methods. ECS will then provide a detailed basemap in AutoCAD Civil 3D with an existing high-resolution photo prepared by a drone. The existing high-resolution photo would be used to document existing conditions and active or previous pavement failure and repairs.

***Geotechnical Investigation***- PSI-Intertek will perform this work by providing approximately 20 pavement cores. They will conduct this field work in a single mobilization, utilizing appropriate traffic control measures, including mobile lane closures, in compliance with the Ohio Manual of Uniform Traffic Control Devices (MUTCD). The pavement cores would be to determine the existing thickness of existing pavement and types. Pavement cores would not include subgrade evaluation, unless requested by the city for an additional fee.

PSI – Intertek will then conduct laboratory analysis for visual soils classification, particle size analysis, atterberg limit tests and perform the subgrade analysis using ODOT's spreadsheet, compile everything into a comprehensive geotechnical exploration report. The Geotechnical Report will include field investigation results, pavement assessment, and design



recommendations for pavement resurfacing.

**Environmental-** HZW Environmental Consultants will conduct an environmental site assessment screening and any other required assessments and site investigations in accordance with preparing a (1) Categorical Exclusion Document, (2) an Ecological Exempt Form, (3) a Regulated Materials Review and (4) a Section 106 Request for Review in accordance with ODOT requirements for a project of this type.

Although not within our scope, if needed, HZW and Osborn can also support public involvement efforts of formal open-house-style public meeting events and/or interactive activities and pop-up events. Osborn and HZW will work with the city and/or community partners to schedule pop-up events at community destinations or events to engage the public and get feedback on the project. This work would be at an additional fee if needed.

**Stage 1 Design-** The proposed pavement will match the existing horizontal and vertical profile and cross slopes, while maintaining the existing curb reveal. Intersection curb returns will match existing and will end at the end of the curb return on the side street. The Osborn team will use the asphalt feathering detail at all side street butt joint locations. Osborn will also update or maintain ADA compliance at pedestrian access points with ODOT style curb ramps, following ODOT SCD BP-7.1.

**Maintenance of traffic (MOT)-** Osborn will develop the MOT during Stage 1 and will provide one lane of traffic in each direction during construction, following the Ohio Manual of Uniform Traffic Control (OMUTCD) and ODOT's standard construction drawing MT-095.31 or MT-095.32. Stage 1 plans will include general notes and phasing typical sections, and Osborn assumes phasing plan sheets are not required for this project. During the Stage 3 design, we will develop details focused on each intersection following OMUTCD figures 6H-24, 6H-25 and 6H-26, and identify any changes to the notes or phasing typicals needed to accommodate adjacent properties. The Stage 3 submittal will update these features, as needed, and provide quantities and an updated cost estimate.

**Signing & Pavement Marking (S&PM)-** Osborn will develop the S&PM during Stage 1, including a layout of the existing pavement markings and signs. We will note during our walk-through which signs are in poor condition and need replacement and show these signs on the Stage 1 S&PM plans. Other than these signs, Osborn assumes all other signs will remain in place. Osborn also assumes the existing pavement markings will be replaced in-kind and at the same location as the existing markings, and we will show this on the Stage 1 plans. We assume signing and pavement marking work on the side streets is limited to the area within the Chagrin Boulevard curb return. We will show proposed signs and pavement markings per the OMUTCD Sections 2 and 3. The Stage 3 plans will include additional details, as needed and sign and pavement marking callouts. The Stage 3 plans will include quantities for the proposed sign and marking items.

✓ **Traffic Signal work-** The City wishes to confirm there is proper crosswalk time dedicated to pedestrians at the signalized intersections within the project. This includes the South Green Road, Shopping Center/Giant Eagle driveway entrance, Commerce Park Road/Fire Station Road, Signature Square driveway entrance, and Richmond Road intersections. Osborn assumes the city will provide Osborn with the existing signal timing for each of these signal operations. Osborn will examine the timing information and observe pedestrian movements during an evening rush hour to identify whether any changes to the signal timing are necessary. If so, Osborn will prepare signal plans and details that shows changes to the timing and/or phasing only.



In addition, during our initial walk-through we will identify whether the signal pedestrian push buttons are in the correct position regarding the existing curb ramps and crosswalk locations. If location adjustment is needed, Osborn will show the removal of the existing push buttons and placement of new ones on the signal plans and details. Osborn will include the signal plans, notes and details in the Stage 3 submittal, including quantities.

**Stage 3, and Final Tracing Design**- These will follow the approval of the Stage 1 plans and will include the addition of Stage 1 comments. We will complete final tracings on or before the final due date, with the inclusion of comments from the stage submittals, the city, ODOT, as well as utility comments and needs. On the general summary sheets and in the Estimator construction cost estimate, Osborn will provide quantity splits for work within the Village of Highland Hills and the City of Beachwood corporation limits.

**Schedule**- Meeting the project schedule is a top goal for every project. Osborn Engineering will complete the plans and construction cost estimate to allow for advertising of bids in July 2027. Osborn understands the schedule includes review periods by stakeholders. As professionals in this industry, we are aware project timing has an impact on contractor's bids. Our team is committed to achieving the schedule, and we are confident we can perform our design within the allotted time frame. Upon Notice to Proceed, Osborn will prepare a schedule that identifies the various stage submittal dates, review times and submittal of Final Tracings. During our weekly project meetings, we will compare our design progress to the project schedule to ensure we remain on track and achieve critical path and key milestone deadlines. This weekly review will provide us the opportunity to make necessary adjustments to our staff assignments or to interim task deadlines to ensure the overall schedule remains on target.

**Sheet Count and Hours**- We anticipate we will submit the following sheets with each stage submittal for the City's review and approval:

Sheet Type	Sheet Count	S1	S2	S3
Title Sheet	1	1	1	1
Schematic Plan	2	2	2	2
Typical Sections	4	4	4	4
Pavement Details	2	2	2	2
General Notes	5	1	5	5
MOT General Notes	2	2	2	2
MOT Typical Sections/Details	3	3	3	3
General Summary	2			2
Roadway/Design/Pavement Sub summaries	6			6
Plan / Plan Sheets	22	22	22	22
Intersection Details/Curb Ramps	6	6	6	6
Miscellaneous Details	1		1	1
S&PM Notes	1		1	1
Signing Sub summary	2			2
Pavement Marking Sub summary	2			2
S&PM Plans	22	22	22	22



Traffic Signal Notes	1		1	1
Traffic Signal Sub summary	1			1
Traffic Signal Plan Sheets	5		5	5
Traffic Signal Detail Sheets	5		5	5
TOTALS	95	65	82	95

**Not included in this scope**

The following services are not included in this scope of services:

- Lighting design
- Drainage calculations and storm sewer profiles
- Driveway profiles
- Right of Way or Work Easements
- Relocation of fire hydrants and watermain work
- Traffic counts or signal design, other than that described above
- Signal warrants
- Public involvement meetings
- Construction Administration

**Proposed Project Milestones**

The following is our proposed project schedule assuming 30 - day review maximum:

- Contract/Notice to Proceed November 15, 2025
- Existing Conditions Survey Complete February 15, 2026
- Geotechnical Investigation Complete January 30, 2026
- Stage One Submitted for review March 30, 2026
- Stage One Complete May 30, 2026
- Stage Three Submitted for review November 30, 2026
- Environmental Document submitted for review November 30, 2026
- Environmental Document approved January 30, 2027
- Stage Three Complete January 30, 2027
- Final Tracings to District March 30, 2027
- Final Tracings received in C.O. April 30, 2027

**Proposed Project Fee**

The following is our proposed project fee schedule:

- Survey, Geotechnical and Environmental Subconsultants \$36,200.00
- Stage One Documents \$155,400.00
- Stage Three Documents \$164,650.00
- Final Tracings Documents \$39,800.00
- **Total Fee** **\$396,050.00**

**Summary**

Osborn Engineering is pleased to submit this scope and fee document for your review. We are available to discuss the information in this proposal and we are anxious to provide our expertise to the City of Beachwood.



Please let us know if there are any questions or concerns regarding this proposal. Of note the critical path is completing the existing survey, pavement documentation and handicap ramp evaluations in 2025 to avoid project delays due the weather.

Sincerely,

**OSBORN ENGINEERING**

A handwritten signature in blue ink, appearing to be "DJG".

Daniel J. Gerson P.E., P.S.

Director of Municipal Engineering

cc: Dennis Albrecht Jr. P.E.

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE LAW FIRM OF ROETZEL & ANDRESS LPA AND ATTORNEY R. TODD HUNT FOR LAW DIRECTOR SERVICES FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council, by Resolution No. 2026-1 adopted on January 5, 2026, reappointed Attorney R. Todd Hunt and the law firm of Roetzel & Andress LPA as Law Director for the City of Beachwood;

WHEREAS, since November 2023, the City has retained the services of Roetzel & Andress LPA and Attorney R. Todd Hunt to provide legal counsel and law director services to the Mayor, City Council, City departments, boards, commissions, and officials; and

WHEREAS, City Council desires to authorize the Mayor to enter into an agreement consistent with the reappointment approved by Resolution No. 2026-1.

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

Section 1: The Mayor is hereby authorized and directed to enter into an agreement to engage the law firm of Roetzel & Andress LPA and Attorney R. Todd Hunt to represent the City in connection with various routine matters of the Law Department, for a term not to extend beyond the next Organizational Meeting of Council.

Section 2: All services performed pursuant to this Resolution shall be compensated by the City in accordance with the Agreement for Law Director Services. A copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 3: The law firm of Roetzel & Andress LPA shall, on a monthly basis, provide the Mayor and the Finance Director with a written accounting of all time spent by members of the firm conducting City business. Such accounting shall include an itemization of time spent on City matters, a description of the work performed, and identification of the individual performing the work.

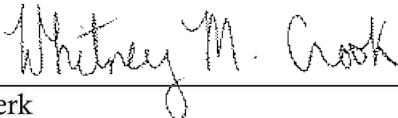
Section 4: It is found and determined that all formal actions and deliberations of Council and its Committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 5: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that the employment provided herein is needed for the continued and proper operation of an essential Department of the City government; wherefore, this Resolution shall be in full force and effect immediately upon its enactment and approval by the Mayor.

RESOLUTION NO. 2026-21

Attest:

I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21<sup>st</sup> day of January, 2026.



Clerk

Approval:

I have approved this legislation this 21<sup>st</sup> day of January, 2026 and filed it with the Clerk.



Mayor

**AGREEMENT BETWEEN**  
**CITY OF BEACHWOOD, OHIO**

**AND**

**THE LAW FIRM OF ROETZEL & ANDRESS LPA**

**FOR**

**LAW DIRECTOR SERVICES AND SPECIAL LEGAL SERVICES**

This Agreement is for legal services between the City of Beachwood, an Ohio municipal corporation (“City”), and the law firm of Roetzel & Andress, LPA (“Roetzel”), **effective January 6, 2026** (each, a “Party,” and collectively, the “Parties”).

**WITNESSETH:**

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

**WHEREAS**, the Agreement that was entered into by the Parties, pursuant to City Council Ordinance No. 2024-50, became effective on May 1, 2024, and was to expire upon the City Council’s annual Organizational Meeting on January 6, 2025 but it was extended by Council Ordinance No. 2024-85 under the same terms and to expire upon the City Council’s annual Organizational Meeting in January 2026;

**WHEREAS**, pursuant to Council Ordinance No. 2026-\_\_, the Parties propose to enter into the within Agreement.

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

1. **Appointment Confirmation.** Pursuant to formal action by the City Council through Ordinance No. 2026-\_\_, the law firm of Roetzel & Andress, LPA and its shareholder attorney, R. Todd Hunt, have been duly reappointed as the City’s Law Director effective January 6, 2026.
2. **Term.** The term of this Agreement shall commence on January 6, 2026, and shall be for a term which runs through the Council’s annual Organizational Meeting in 2027, as provided for in Article III, Section 2 of the City Charter. However, either Party may terminate this Agreement upon providing thirty (30) days’ written notice of its intent to terminate to the other Party.

3. **Employment Status.** R. Todd Hunt and all other attorneys employed by Roetzel who provide legal services to the City shall not be employees of the City and the provision of professional legal services shall be solely pursuant to the provisions of this Agreement.
4. **Routine Legal Services.** Except as otherwise provided herein, R. Todd Hunt and Roetzel agree to provide the following Routine Legal Services at the rates provided herein:
  - (a) Attending all regular and special Council meetings, except as otherwise directed by the Council, and Council Committee meetings, as requested;
  - (b) Attending City board and commission meetings to provide legal advice, upon the request of the Mayor or Chair of the board or commission;
  - (c) Drafting ordinances and resolutions upon request of Councilmembers and/or the Mayor;
  - (d) Researching and drafting legal memoranda as requested by the Council or the Mayor;
  - (e) Providing legal advice to City officials on a daily basis, as necessary;
  - (f) Responding to inquiries to and from the City;
  - (g) Attending meetings and discussions with City, County, State and Federal officials and other governmental officials that are unrelated to “Litigation” and “Special Legal Services”, as defined below; and
  - (h) Reviewing and approving contracts, ordinances, resolutions, and any other written documents, as requested by the Council, the Mayor, or Directors. This shall not encompass significant revision or any required extensive drafting of such documents.
5. **Special Legal Services.** The following types of work shall not be “Routine Legal Services” but shall be treated as “Special Legal Services” subject to the rates set forth in Paragraph 8 of this Agreement:
  - (a) Personnel matters that involve investigations and/or pre-disciplinary conferences or union employee matters;
  - (b) Labor union negotiations;
  - (c) Revisions to the City’s personnel policy manual or similar such documents;
  - (d) Applications before the Planning and Zoning Commission that require extensive legal review, including review of or drafting of documents, such

as easements or deed restrictions, bonds or guarantees, or homeowners' association documents, and acting as an advocate for a position before the Commission;

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

**6. Compensation for Routine Legal Services.** R. Todd Hunt shall perform Routine Legal Services for the City at an hourly rate of \$300 per hour.

For "Excess Routine Legal Services", which includes hours worked by other attorneys other than R. Todd Hunt and paralegals at Roetzel, the rates shall be \$300 per hour for shareholders (partners) and \$250 per hour for associates. Paralegal time shall be charged at the rate of \$120 per hour.

**7. Litigation.** "Litigation" is defined as all work performed in preparing or conducting pleadings, discovery or any motion practice, and attendance at hearings, trials, oral arguments, or other events before judges, juries, magistrates, arbitrators, mediators, or court staff members, and all post-judgment/decision activities, including all appellate work. "Litigation" also includes all work performed in response to Ohio Revised Code Chapter 2506 appeals and proceedings before administrative agencies bodies such as the OCRC, EEOC, and other agencies or bodies, other than those of the City. "Litigation" shall not include routine services regarding workers compensation matters (e.g., an evaluation of a claim or conference with the City's TPA) but would apply to preparation for and attendance at administrative hearings or representation in a workers compensation appeal to common pleas court. All rates for Litigation shall be \$350 per hour for partners/shareholders and \$260 per hour for associate attorneys, unless the City and Roetzel agree to a higher rate depending upon the complexity of the Litigation. For Litigation, paralegals of Roetzel shall be charged at the rate of \$130 per hour.

**8. Special Legal Services.** Subject to agreement between Roetzel and the Council or Mayor, Roetzel may undertake "Special Legal Services", other than Litigation, which are outside the scope of Routine Legal Services on an hourly basis or, if agreed to by the Parties, a flat fee. For Special Legal Services that are billed on an hourly basis, Roetzel will charge \$350 per hour for partners/shareholders, \$260 per hour for associates, and \$130 per hour for paralegals, unless higher rates are agreed upon by Roetzel and the Council.

Unless a different method is directed by the Council President and/or Mayor, Roetzel will generate letters containing a brief description of Special Legal Services matters under this Section 8, which the Council President and/or Mayor may sign for purposes of acknowledging the billing arrangements and rates for such matters.

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

10. **Miscellaneous Provisions.**

(a) **Expenses.** Roetzel shall also be reimbursed for out-of-pocket expenses incurred by it or its personnel in connection with providing the services included in this Agreement, including, but not by way of limitation, charges for court/administrative agency filings, depositions, expert witness fees, computer-assisted research, photocopies, messenger/delivery services, mileage at the current IRS rate, and any long-distance travel expenses, including meals and lodging associated with long distance travel. Roetzel will not charge for mileage to and from the City of Beachwood.

(b) **Presence at City Hall.** R. Todd Hunt will be present at City Hall an average of ten (10) to fifteen (15) hours per week.

(c) **Applicable Laws.** Roetzel shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances, and government requirements in the performance of this Agreement.

(d) **Notices.** All notices and other communications hereunder shall be in writing and will be deemed to have been duly given if delivered by hand, electronic mail, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the Parties with written confirmation of receipt at the following addresses:

If to City of Beachwood:

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

If to Roetzel & Andress, LPA:

Roetzel & Andress LPA  
c/o R. Todd Hunt, Esq.  
1375 East Ninth Street, 10<sup>th</sup> Floor  
Cleveland, OH 44114  
Email: [rthunt@ralaw.com](mailto:rthunt@ralaw.com)

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

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

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

**ROETZEL & ANDRESS LPA**

By: \_\_\_\_\_  
R. Todd Hunt, Shareholder

**CITY OF BEACHWOOD, OHIO**

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

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

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

**FISCAL OFFICER'S CERTIFICATE**

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

\_\_\_\_\_  
Date

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

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

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

Approved as to form:

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

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

**FINDINGS FOR RECOVERY CERTIFICATION**

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE