

CITY OF *Beachwood*

REGULAR CITY COUNCIL MEETING MINUTES
MONDAY, FEBRUARY 2, 2026, 7:00 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEVARD,
BEACHWOOD, OHIO 44122

Called to order at 7:03 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 Grispingo, Mr. Heiser, Fire Chief Holtzman, Mr. Kurz, Mr. Lombardi, Mr. Roenigk, Mr. Rose, Ms. Rutkowski, Mr. Schroeder, Mr. Smerigan, Ms. Turick
2. Presentation regarding proposed rezoning request for 24700 Chagrin Boulevard, Beachwood, Ohio 44122 (PPN #742-25-010) from U-7A General Office to U-9 Motor Service
3. 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

Matt Hildebrand
Mr. Hildebrand made remarks

Scott Wylen
Mr. Wylen made remarks

4. Reports

a. Mayor

Mayor Berns announced the current exhibits on display in the Community Center in honor of Black History Month and thanked the Public Works Department for their snow-clearing efforts.

b. Council Members (non-agenda items)

None.

c. Department Directors

Mr. Schroeder invited members of the community and City Council to the Disney Winter Warmup event, rescheduled for Thursday, February 12, from 6:00 p.m. to 8:00 p.m. at the Community Center. He also provided an update regarding seasonal hiring.

Ms. Bieterman provided an Economic Development update, discussed grant funding opportunities, and announced the Ohio X event scheduled for February 25.

Fire Chief Holtzman reminded residents to clear snow from around fire hydrants to ensure accessibility.

Mr. Heiser provided a finance update and discussed a budget amendment related to an additional 2026 pay period.

Consent Agenda

Approval of Minutes:

Committee of the Whole Meeting held on January 20, 2026

Regular City Council Meeting held on January 20, 2026

Ordinances

1. 2026-4

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

2. 2026-5

An Ordinance declaring certain property used by the Public Works Department as surplus property no longer needed for public use and authorizing its sale on GovDeals, Inc. in accordance with Codified Ordinance Section 131.03(a); and declaring this to be an urgent measure

Moved by: P. Smith, Seconded by: D. Shoykhet

Voice Vote

On the Suspension:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Old Business (Regular Agenda)

Ordinances

1. AMENDED 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 & Zoning Commission:
September 15, 2025**

**Referred back from the Planning & Zoning Commission: Negative Recommendation
October 30, 2025**

Placed on Second Reading and referred to a Public Hearing: November 17, 2025

Public Hearing held on: January 20, 2026

Placed on Third and Final Reading: February 2, 2026

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

Voice Vote

On the Adoption:

Yes: 0

No: 7

Abstain: 0

Not Voting: 0

MOTION NOT ADOPTED

New Business (Regular Agenda)

Resolutions

1. 2026-22

A Resolution renewing an Agreement with Direct Business Technologies, LLC, to provide Security Software Platform Services for the City of Beachwood, waiving competitive bidding; and declaring this to be an urgent measure

Moved by: J. Taylor, 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

2. 2026-23

A Resolution authorizing the Mayor to enter into a Member Community Infrastructure Grant Program Agreement (MCIP) with the Northeast Ohio Regional Sewer District ("NEORSD") for the Bryden Road Sanitary and Storm Sewer Project; 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

3. 2026-24

A Resolution accepting a Quotation from M&G Pools, LLC for the Spring Preparation, Daily Maintenance, and Winterization of the Beachwood Family Aquatic Center for 2026, waiving competitive bidding; 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

4. 2026-25

A Resolution authorizing the Mayor to purchase Pool Chemicals from Patterson Pools, LLC through the end of the 2026 season for the Beachwood Family Aquatic Center, waiving competitive bidding; 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

5. 2026-26

A Resolution authorizing the continued engagement of the Law Firm of Kutak Rock, LLP for Legal Services for the City of Beachwood; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

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

Voice Vote

On the Adoption:

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

6. 2026-27

A Resolution appointing Martha Jones as Assistant Clerk of Council for the City of Beachwood; and declaring this to be an urgent measure

Moved by: J. DeLong, 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

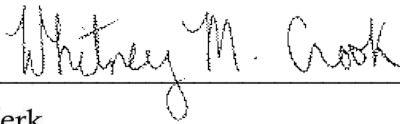
Any other matters coming before City Council

None

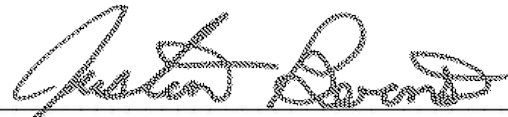
Adjournment

Adjourn to the next Regular City Council Meeting at 7:58 PM

Approved:



Clerk



Mayor

Next Regular Council Meeting will be held on: Tuesday, February 17, 2026 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit:
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:

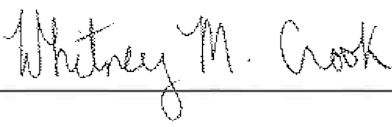
For Supplies and Services	February 2nd, 2026	\$	78,634.15
GPD	Engineering Services	\$	30,137.63
Kutak Rock LLP	Professional Services	\$	21,879.00
Lexipol	Invoice	\$	5,378.90
Michael Wildermuth	Plan Review Service	\$	937.50
Otis Elevator Co	Invoice	\$	20,301.12

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 2nd of February 2026 and presented to the Mayor.


Clerk

Approval: I have approved this legislation this 3rd day of February 2026 and filed it with the Clerk.


Mayor

Summary of Engineering Invoices
February 2, 2026 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2026	2025	2024
								ENCUMBRANCES		
2025119.90-12	12/31/2025	\$3,404.88	\$0.00	\$3,404.88	General				X	
2021119.91-50	12/31/2025	\$553.50	\$0.00	\$553.50	Capital				X	
2025119.11-4	12/31/2025	\$22,895.75	\$0.00	\$22,895.75	Capital				X	
2025119.04-5	12/31/2025	\$1,917.00	\$0.00	\$1,917.00	Capital				X	
2025119.01-12	12/31/2025	\$1,366.50	\$0.00	\$1,366.50	General				X	
Total To Pay				\$30,137.63						
Total Capital Fund				\$25,366.25						
Total General Fund				\$4,771.38						
Total Deposits				\$0.00						
Total Street Const. Mant.				\$0.00						
Less: Billable Charges				\$0.00						
Net Paid by City:				\$30,137.63						



RECEIVED

JAN 14 2026

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

Invoice

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

December 31, 2025
 Invoice No: 2025119.90 - 12

Invoice Total \$3,404.88

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

Professional Services from November 29, 2025 to December 31, 2025

Task 151 December Traffic Services

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Ferrell, Brett	5.00	123.00	615.00
Westbrooks, Kevin	20.00	123.00	2,460.00
Staff Engineer/Architect			
Tondra, Brandon	3.50	94.25	329.88
Totals	28.50		3,404.88
Total Labor			3,404.88
		Total this Task	\$3,404.88

Billing Limits

	Current	Prior	To-Date
Total Billings	3,404.88	27,220.65	30,625.53 ✓
Limit			36,000.00
Remaining			5,374.47

Total this Invoice \$3,404.88

Outstanding Invoices

Number	Date	Balance
11	12/12/2025	2,829.75
Total		2,829.75

701
 APPROVED FOR PAYMENT
 BY: P.C. Reese
 DATE: 01-06-2026
 P/O: 2025-00307-close

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
12/31/25	2025119.90-12	2025119.90	12/31/25	POLICE	\$3,404.88

\$30,625.53

RECEIVED

JAN 14 2026



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

Invoice

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

December 31, 2025
Invoice No: 2021119.91 - 50

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 29, 2025 to December 31, 2025

Task 050 Project Administration
Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager Ford, Ashley	.50	123.00	61.50	
Totals	.50		61.50	
Total Labor				61.50
Total this Task				\$61.50

Task 056 Plan Development Additional
Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager Goetz, Kristy	3.50	123.00	430.50	
Gorog, Brian	.50	123.00	61.50	
Totals	4.00		492.00	
Total Labor				492.00
Total this Task				\$492.00

Billing Limits	Current	Prior	To-Date
Total Billings	553.50	249,577.79	250,131.29
Limit			279,193.00
Remaining			29,061.71

Pol
APPROVED FOR PAYMENT

BY: *DC. JESSEL*
DATE: *01/06/2026*
P/O: *2023-01448*

Total this Invoice \$553.50

Project	2021119.91	Beachwood - Richmond Road Signals	Invoice	50
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Outstanding Invoices

Number	Date	Balance
49	12/12/2025	553.50
Total		553.50

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
12/31/25	2021119.91-50	2021119.91	12/31/25	POLICE	\$553.50
					<u>\$250,131.29</u>

RECEIVED

JAN 14 2026



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

Invoice

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

December 31, 2025
Invoice No: 2025119.11 - 4

Invoice Total \$22,895.75

Project 2025119.11 Beachwood - Park East Reconstruction
Professional Services from November 29, 2025 to December 31, 2025

Task 100 Design
Professional Personnel

	Hours	Rate	Amount
Project Principal			
Hobbs, Michael	7.00	148.50	1,039.50
Sr. Project Manager			
Ford, Ashley	3.00	123.00	369.00
Glass, Matthew	11.50	123.00	1,414.50
Milliron, Larry	129.00	123.00	15,867.00
Smith, Jason	14.50	123.00	1,783.50
Design Engineer			
Backus, Harrison	1.00	105.50	105.50
Getz, Collin	6.00	105.50	633.00
Staff Engineer/Architect			
Terry, Shawn	1.00	94.25	94.25
Staff Designer			
Stimson, Diana	22.00	72.25	1,589.50
Totals	195.00		22,895.75
Total Labor			22,895.75

Total this Task \$22,895.75

Total this Invoice \$22,895.75

Outstanding Invoices

Number	Date	Balance
3	12/12/2025	27,855.01
Total		27,855.01

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 1-12-26
P/O: 2025-02334

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
12/31/25	2025119.11-4	2025119.11	12/31/25	SERVICE	\$22,895.75

\$91,168.26



RECEIVED

JAN 14 2026

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

FINANCE DEPT **Invoice**

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

December 31, 2025
 Invoice No: 2025119.04 - 5

Invoice	\$1,917.00
Total	

Project 2025119.04 Beachwood - Chagrin Highlands 43 Acres - ALTA
 P.O.#2025-00742
Professional Services from November 29, 2025 to December 31, 2025

Task 100 ALTA Survey
Professional Personnel

	Hours	Rate	Amount	
Office Survey Technician 3 Arnold, Casey	15.00	95.00	1,425.00	
Survey Project Manager Leech, Ryan	4.00	123.00	492.00	
Totals	19.00		1,917.00	
Total Labor				1,917.00
				Total this Task \$1,917.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,917.00	16,318.50	18,235.50
Limit			18,500.00
Remaining			264.50
			Total this Invoice \$1,917.00

Outstanding Invoices

Number	Date	Balance
4	12/12/2025	2,904.00
Total		2,904.00

Billings to Date

	Current	Prior	Total
Labor	1,917.00	12,768.50	14,685.50
Consultant	0.00	3,550.00	3,550.00
Totals	1,917.00	16,318.50	18,235.50

APPROVED FOR PAYMENT

BY: *[Signature]*
 DATE: 1/9/26

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

2025-00742

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
12/31/25	2025119.04-5	2025119.04	12/31/25	ECONOMIC DEV	\$1,917.00

1/12

\$18,235.50



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

RECEIVED

JAN 14 2026

FINANCE DEPT

Invoice

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

December 31, 2025
 Invoice No: 2025119.01 - 12

Invoice Total \$1,366.50

Project 2025119.01 Beachwood - General Engineering
Professional Services from November 29, 2025 to December 31, 2025

Task 100 General Meeting Attendance

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Hobbs, Michael	2.00	148.50	297.00	
Sr. Project Manager				
Glass, Matthew	1.00	123.00	123.00	
Totals	3.00		420.00	
Total Labor				420.00
		Total this Task		\$420.00

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

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Short, Angela	1.00	123.00	123.00	
Beachwood Ranch Road LA QC.				
Design Engineer				
Bartlett, Margaret	.50	105.50	52.75	
Compiled and sent standard detail drawings to Joe. Call with Jarlath about Ranch.				
Bartlett, Margaret	.50	105.50	52.75	
Ranch Road.				
CAD Drafter				
Davis, Bridget	.50	71.00	35.50	
Sr. Landscape Architect				
Caldwell, Jarlath	6.00	113.75	682.50	
Signed and Sealed Landscape Improvements for 3608 Ranch Road.				
Totals	8.50		946.50	
Total Labor				946.50
		Total this Task		\$946.50

APPROVED FOR PAYMENT

BY: _____
 DATE: _____
 P/O: _____
AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / INDEPENDENCE / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN
 Not 30 days.

APPROVED FOR PAYMENT
[Signature]
 DATE: 1-12-26
 P/O: 2025-00117

Project	2025119.01	Beachwood - General Engineering	Invoice	12
---------	------------	---------------------------------	---------	----

Total this Invoice \$1,366.50 ✓

Outstanding Invoices

Number	Date	Balance
11	12/12/2025	333.00
Total		333.00

Billings to Date

	Current	Prior	Total
Labor	1,366.50	24,623.88	25,990.38 ✓
Totals	1,366.50	24,623.88	25,990.38

GPD Associates Invoices
BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/14/25	2025119.01-1	2025119.01	01/31/25	BUILDING	\$988.50
03/14/25	2025119.01-2	2025119.01	02/28/25	BUILDING	\$1,749.50
04/10/25	2025119.01-3	2025119.01	03/28/25	BUILDING	\$2,880.50
05/09/25	2025119.01-4	2025119.01	04/25/25	BUILDING	\$2,698.88
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
12/31/25	2025119.01-12	2025119.01	12/31/25	BUILDING	\$1,366.50

\$25,990.30

RECEIVED
JAN 20 2026
FINANCE DEPT

KUTAK ROCK LLP
CLEVELAND, OHIO

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

Federal ID [REDACTED]

ACH/Wire Transfer Remit To:

[REDACTED]

January 15, 2026

Notification Email: eftgroup@kutakrock.com

Larry Heiser
City of Beachwood, Ohio
25325 Fairmount Boulevard
Beachwood, OH 44122

Invoice No. 3687895
725-1

Re: [REDACTED]

For Professional Legal Services Rendered

10/20/25	R. Balthis	0.20	99.00
10/21/25	R. Balthis	0.70	346.50
10/22/25	R. Balthis	4.00	1,980.00
11/03/25	R. Balthis	1.00	495.00
11/04/25	R. Balthis	2.00	990.00
11/05/25	R. Balthis	1.50	742.50
11/06/25	R. Balthis	0.80	396.00

[REDACTED]

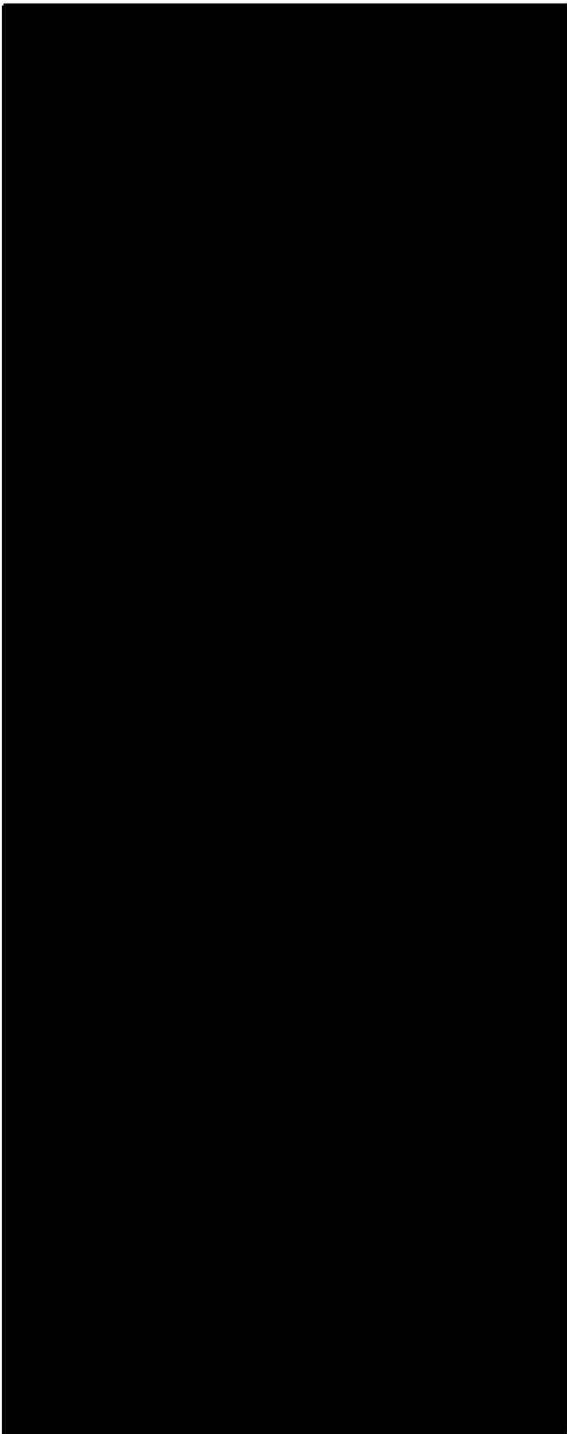
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PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

KUTAK ROCK LLP

Beachwood, OH (City of)
January 15, 2026
Client Matter No. 725-1
Invoice No. 3687895
Page 2

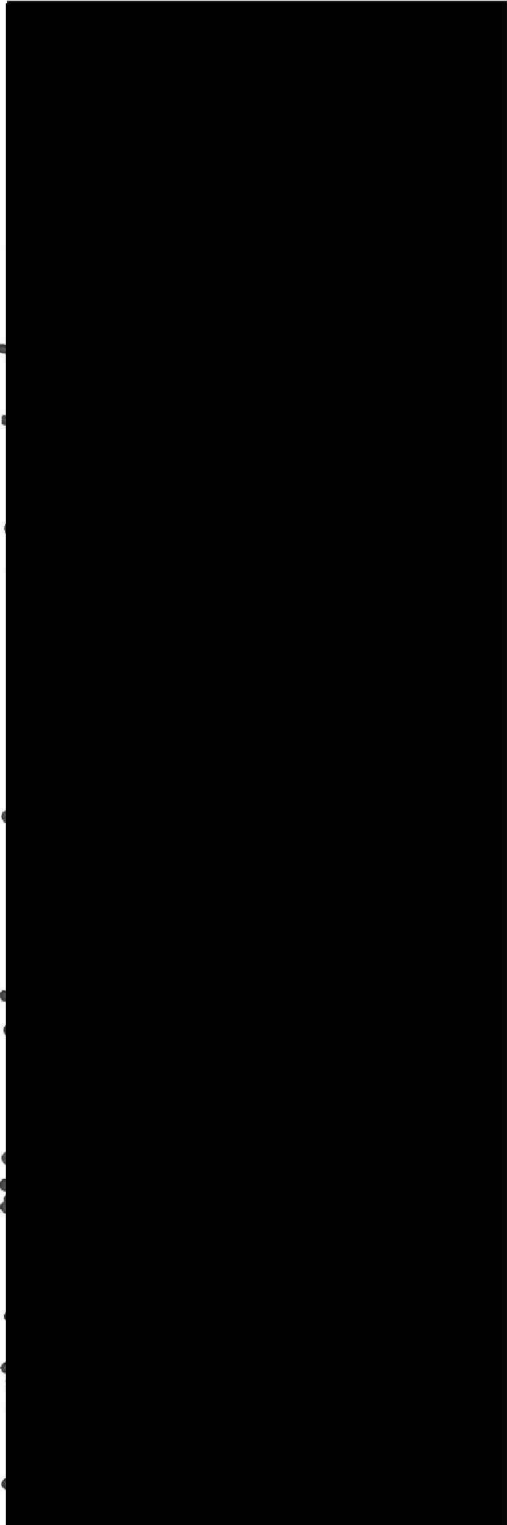
11/07/25	R. Balthis	2.50	1,237.50
11/09/25	R. Balthis	0.10	49.50
11/10/25	R. Balthis	1.20	594.00
11/11/25	R. Balthis	2.00	990.00
11/14/25	R. Balthis	0.80	396.00
11/15/25	R. Balthis	1.00	495.00
11/17/25	R. Balthis	0.20	99.00
11/18/25	R. Balthis	1.00	495.00
11/19/25	R. Balthis	0.30	148.50
11/20/25	R. Balthis	3.50	1,732.50
11/24/25	R. Balthis	3.00	1,485.00
11/25/25	R. Balthis	0.50	247.50
12/01/25	R. Balthis	0.50	247.50
12/02/25	R. Balthis	0.30	148.50



KUTAK ROCK LLP

Beachwood, OH (City of)
January 15, 2026
Client Matter No. 725-1
Invoice No. 3687895
Page 3

12/03/25	R. Balthis	0.70	346.50
12/04/25	R. Balthis	0.30	148.50
12/08/25	R. Balthis	0.10	49.50
12/09/25	R. Balthis	0.30	148.50
12/10/25	R. Balthis	4.60	2,277.00
12/11/25	R. Balthis	0.20	99.00
12/12/25	R. Balthis	0.30	148.50
12/14/25	R. Balthis	0.20	99.00
12/15/25	R. Balthis	0.50	247.50
12/16/25	R. Balthis	0.30	148.50
12/17/25	R. Balthis	2.20	1,089.00
12/18/25	R. Balthis	3.00	1,485.00
12/20/25	R. Balthis	0.20	99.00
12/22/25	R. Balthis	1.00	495.00
01/08/26	R. Balthis	0.60	297.00

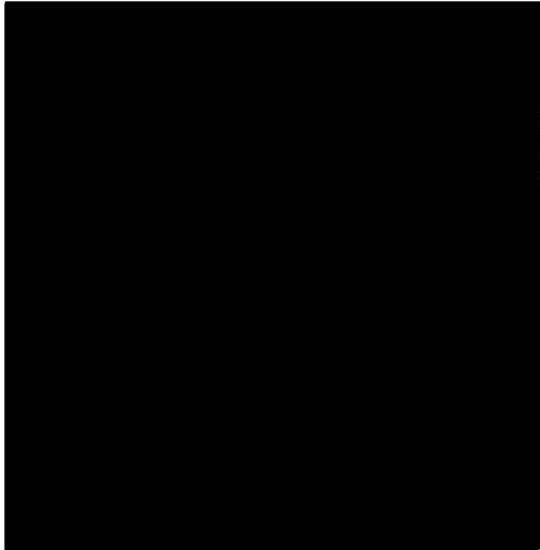


PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

KUTAK ROCK LLP

Beachwood, OH (City of)
January 15, 2026
Client Matter No. 725-1
Invoice No. 3687895
Page 4

01/09/26	R. Balthis	0.30	148.50
01/12/26	R. Balthis	1.00	495.00
01/13/26	R. Balthis	0.30	148.50
01/14/26	R. Balthis	1.00	495.00



TOTAL HOURS	44.20	
TOTAL FOR SERVICES RENDERED		\$21,879.00
TOTAL CURRENT AMOUNT DUE		<u>\$21,879.00</u>



RECEIVED
JAN 08 2026
FINANCE DEPT

Invoice
#INVPRA11263406
1/1/2026

Bill To
Beachwood Police Department
City of Beachwood
25325 Fairmount Blvd
Beachwood OH 44122
United States

End User
Beachwood Police Department

Terms	Due Date	PO #	Contract Term
Net 30	1/31/2026		3/1/2025 to 12/31/2026

Description	Qty	Rate	Amount
PoliceOne Academy Annual Rate With OLL Services	55	\$77.90	\$4,284.50
PoliceOne Academy Annual Civilian-User	36	\$30.40	\$1,094.40

This invoice is for the period of 1/1/2026 - 12/31/2026.

Subtotal	\$5,378.90
Tax Total (%)	\$0.00
Invoice Total	\$5,378.90
Amount Paid	\$0.00
Amount Due	\$5,378.90

[Click here to submit your accounting inquiry](#)

APPROVED FOR PAYMENT

BY: *D.C. Rest*
DATE: 01-06-2026
P/O: 2026-00256

Lexipol now has an easier way for you to view/pay your invoices. Please set up/login to your account today at LEXIPOL CUSTOMER PORTAL If you have difficulty logging in, please click on the reset password link, reset your password, and attempt logging in again.

Please Make Checks Payable to:
Lexipol LLC
PO Box 676232
Dallas, TX 75267-6232



MICHAEL H. WILDERMUTH, AIA, ARCHITECT

RECEIVED
JAN 14 2026
FINANCE DEPT

December 31, 2025

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

Re: Building Department
INVOICE
Plan Review Services for December 2025

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

Plan Review for the month of December 2025.....	<u>\$937.50</u>
Cost Breakdown Sheet Attached	
Total amount due.....	\$937.50

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

APPROVED FOR PAYMENT

BY: 

DATE: 1-9-26

P/O: _____

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



MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

Dec. 2025 Beachwood Plan Review				
MHW	Beachwood	Job Name	Time	
Job No	Receipt No.			
CB2544-1 12/10/2025	2025-08998-1	3446 Old Green -Green Place Apts	3.0 H	\$375.00
CB2544-2 12/27/2025	2025-08998-2	3446 Old Green -Green Place Apts Rev-1	1.5 H	\$187.50
CB2545-1 12/27/2025	2025-09293	26900 Cedar CCF Lab HVAC	3.0 H	\$375.00
		Total	7.5 H	\$937.50



RECEIVED

Service Contract
INVOICE

Page 1 of 3

CUSTOMER NO.: 296486
DATE: 12/15/2025
INVOICE NO.: 100402163176

CITY OF BEACHWOOD
DUE DATE: 1/1/2026

DEC 26 2025
FINANCE DEPT

ACCOUNT SUMMARY

BUILDING ADDRESS

BEACHWOOD MUNICIPAL CENTE 25325 FAIRMONT BLVD BEACHWOOD OH 44122
CONTRACT: 37882 | CVC07157

2025 1/8/26
Finance Director
City of Beachwood

Maintenance Service from 1/1/2026 to 12/31/2026

APPROVED FOR PAYMENT

BY: *C. Amthor*

DATE: *1-7-26*

P/O: *3025-02463*

I DO HEREBY CERTIFY THERE ARE (AND WERE) AT TIME OF RENDERING OF SERVICES) SUFFICIENT FUNDS LAWFULLY APPROPRIATED OR IN THE PROCESS OF COLLECTION TO SUPPORT THE PROPOSED EXPENDITURE SHOWN IN THE ATTACHED DOCUMENT.
2026

NET SERVICE CONTRACT AMOUNT
Sales Tax

\$20,301.12
\$0.00

TOTAL SERVICE CONTRACT AMOUNT DUE

\$20,301.12

W

IMPORTANT MESSAGES

To automate your payment, opt in to paperless billing, or to change your billing address, please visit <https://otis.payinvoicedirect.com> or scan the QR code below.



QUESTIONS?

AR Rep's Email:
nsaa.collections@otis.com

AR Rep's Phone#: 1-844-636-6847

OTISLINE®: 1-800-233-6847

010

WE CERTIFY THAT GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF.

PAYMENTS NOT RECEIVED BY THE DUE DATE OF THE INVOICE SHALL INCUR AN INTEREST CHARGE OF THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH (18% PER ANNUM) OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS. A PROCESSING FEE WILL BE APPLIED TO CREDIT CARD PAYMENTS.

DETACH DOCUMENT ALONG PERFORATION. ENCLOSE AND RETURN THIS COUPON WITH YOUR PAYMENT.



11760 US Hwy 1 Suite W103 Palm Beach Gardens FL 33408

CUSTOMER NO.:

296486

DUE DATE:

1/1/2026

INVOICE NO.:

100402163176

TOTAL SERVICE CONTRACT AMOUNT:

\$ 20,301.12

MAKE CHECK PAYABLE TO:

CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD
BEACHWOOD OH 441222253

Otis Elevator Company
PO Box 73579
Chicago IL 60673-7579

100402163176 0002030112 8

Page 36 of 86

AN ORDINANCE DECLARING CERTAIN PROPERTY USED BY THE PUBLIC WORKS DEPARTMENT AS SURPLUS PROPERTY NO LONGER NEEDED FOR A PUBLIC USE AND AUTHORIZING ITS SALE ON GOVDEALS, INC. IN ACCORDANCE WITH CODIFIED ORDINANCE SECTION 131.03(a); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood Finance Director has determined that certain property as outlined in the attached memo is no longer needed for use in the City; and

WHEREAS, the Mayor is authorized to sell surplus property through an Internet Auction Listing Service pursuant to BCO Section 131.03(a)(2)(C)(1); and

WHEREAS, the Finance Director recommends the disposal and sale of the property through GovDeals, Inc.

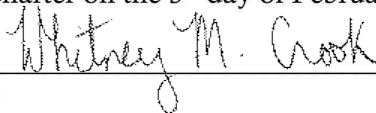
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: In accordance with BCO Section 131.03(a) and based upon the recommendation of the Finance Director, the Mayor has determined that certain property as outlined in the memorandum to the Mayor, which is attached hereto and incorporated herein as Exhibit "A", is surplus property no longer needed for a public use. Furthermore, Council hereby authorizes the Mayor to sell the surplus property through the Internet Auction Listing Service, GovDeals, Inc.

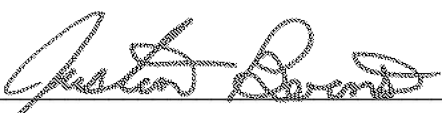
Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that the sale and disposal of certain property as outlined may be facilitated as soon as possible; 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 2nd day of February, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of February, 2026.

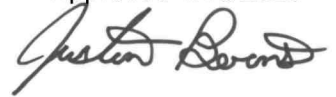

Clerk

Approval: I have approved this legislation this 3rd day of February, 2026 and filed it with the Clerk.


Mayor

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

Approved 1/15/2026



TO: Mayor Justin Berns; Director Chris Arrietta, Finance Chair Jillian Delong
FROM: Larry Heiser, Finance Director *LAH*
DATE: January 14, 2026
SUBJECT: Govdeals items

The Public Works Department has indicated that the following items are outdated, no longer in service, and should be sold through GovDeals. I am asking permission to sell the following on Govdeals.

- 1) 2016 F250 vin 1FTBF2B63GEC45179 milage 60,468
- 2) 2016 F250 vin 1FTBF2B60GEC17310 milage 62,850

Both vehicles have rust and are being sold with Fisher plows

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

Please call or email if you have any questions.

A RESOLUTION RENEWING AN AGREEMENT WITH DIRECT BUSINESS TECHNOLOGIES, LLC, TO PROVIDE SECURITY SOFTWARE PLATFORM SERVICES FOR THE CITY OF BEACHWOOD, WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, in 2023, the City selected Todyl, provided through Direct Business Technologies, LLC (“DBT”), as its security software solution following a competitive evaluation of seven vendors; and

WHEREAS, over the past two years, DBT has consistently delivered responsive support, effective issue resolution, and reliable management of the security software platform; and

WHEREAS, the City has been satisfied with both the performance of the software and the quality of service provided by DBT; and

WHEREAS, based upon the strong results of this engagement, Council finds that re-opening the project for competitive bidding would not provide additional value at this time and could introduce unnecessary administrative effort and potential operational risk without a corresponding benefit; and

WHEREAS, the City desires to renew the agreement with DBT for an additional three-year term, with no changes to existing features or contractual terms, in order to maintain continuity of service without disruption to City operations.

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

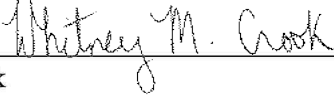
Section 1: The Mayor is hereby authorized and directed to enter into a renewal agreement with Direct Business Technologies, LLC to provide security software platform services for the City of Beachwood for a three-year term, beginning January 1, 2026 through December 31, 2028, in an amount not to exceed Seventy-Five Thousand Seven Hundred Sixty Dollars and No Cents (\$75,760.00) per year, with such pricing to remain fixed for the full three-year term. The City shall retain the option to terminate the agreement at the end of each contract year without penalty. A copy of the quotation is attached hereto and incorporated herein as Exhibit “A”.

Section 2: Council hereby determines that competitive bidding for the renewal of the agreement with Direct Business Technologies, LLC is waived.


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 efficient operation of the City; and for the further reason that the renewal will ensure there are no disruptions in City operations; 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 2nd day of February, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of February, 2026.


Clerk

Approval: I have approved this legislation this 3rd day of February 2026, and filed it with the Clerk.


Mayor

Memorandum

To: Larry Heiser, Finance Director

From: Craig Kaufman, IT Manager

Subject: Todyl Renewal

Date: January 15, 2026

In 2023, we selected Todyl—provided through Direct Business Technology (DBT)—as our security software solution following a competitive evaluation of seven vendors. Over the course of the two-years, DBT has consistently delivered responsive support, effective issue resolution, and reliable management of the platform. We are pleased with both the performance of the software and the quality of service provided.

Given the strong results of this engagement, we have determined that re-opening the project for competitive bidding would not provide additional value at this time. DBT has met or exceeded all performance expectations, demonstrated a clear understanding of our environment, and maintained continuity of service without disruption. Rebidding would introduce unnecessary administrative effort and potential operational risk without a corresponding benefit.

We propose extending the agreement for an additional three-year term with no changes to the existing features, pricing, or contractual terms. The renewal cost for the upcoming year will remain \$75,760.00, reflecting the strong performance and positive results of our partnership. DBT will hold this pricing for the full three-year period, and we will retain the option to cancel at the end of each year without penalty.

With your permission, I would like to place this on the next council agenda. Please let me know if you have any questions regarding this item.

Direct Business Technologies, LLC
 3310 E. 10th Street, Ste 313
 Jeffersonville, IN 47130
<https://dbtsupport.com>
 (502) 785-8802



City of Beachwood
 25325 Fairmount Boulevard
 Beachwood, OH, United States 44122

Estimate # 1412
 Estimate Date 01-07-2026
Total \$75,760.00

Item	Description	Unit Cost	Quantity	Line Total
DBT-COMPLETE	Endpoint Detection and Response + NGAV, Managed SIEM with 1 Year Retention, 24/7/365 Managed Extended Detection and Response, Secure Access Service Edge (SASE), LAN Zero Trust, 2 Static IPs, Governance Risk and Compliance Module. Originally \$360.00, less discount of \$84.00	\$276.00	260.0	\$71,760.00
DBT-FW-ADDON-1YR-XLARGE	Firewall addon for SIEM ingestion. 1 Year log retention, up to 251-500GB per month data ingestion.	\$4,000.00	1.0	\$4,000.00

THIS IS AN ESTIMATE

Subscription period is January 15th, 2026 through January 14th, 2027. Signing this quote indicates that your organization agrees to the terms and conditions of the Todyl platform as outlined at <https://www.todyl.com/terms>. Signing of this quote also indicates your acceptance and commitment to the subscription period and quantity of devices. Should the number of devices be exceeded based on a prorated monthly amount, you are agreeing to pay for the overages at the end of the subscription period.

Subtotal \$75,760.00
 Tax \$0.00
Estimate Total \$75,760.00

Signed: _____

Date: _____



Direct Business Technologies, LLC
 3310 E. 10th Street, Ste 313
 Jeffersonville, IN 47130
<https://dbtsupport.com>
 (502) 785-8802



City of Beachwood
 25325 Fairmount Boulevard
 Beachwood, OH, United States 44122

Estimate # 1413
 Estimate Date 01-09-2026
Total \$227,280.00

Item	Description	Unit Cost	Quantity	Line Total
DBT-COMPLETE	Endpoint Detection and Response + NGAV, Managed SIEM with 1 Year Retention, 24/7/365 Managed Extended Detection and Response, Secure Access Service Edge (SASE), LAN Zero Trust, 2 Static IPs, Governance Risk and Compliance Module. Originally \$1,080.00, less discount of \$252.00	\$828.00	260.0	\$215,280.00
DBT-FW-ADDON-1YR-XLARGE	Firewall addon for SIEM ingestion. 1 Year log retention, up to 251-500GB per month data ingestion.	\$12,000.00	1.0	\$12,000.00

THIS IS AN ESTIMATE

Subscription period is January 15th, 2026 through January 14th, 2029. Signing this quote indicates that your organization agrees to the terms and conditions of the Todyl platform as outlined at <https://www.todyl.com/terms>. Signing of this quote also indicates your acceptance and commitment to the subscription period and quantity of devices. Should the number of devices be exceeded based on a prorated monthly amount, you are agreeing to pay for the overages at the end of the subscription period.

Subtotal \$227,280.00
 Tax \$0.00
Estimate Total \$227,280.00

Signed: _____

Date: _____



A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT (MCIP) WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (“NEORS”) FOR THE BRYDEN ROAD SANITARY AND STORM SEWER PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, NEORS established the Member Community Infrastructure Program (“MCIP”) to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the NEORS service area;

WHEREAS, in response to NEORS’s request for MCIP Proposals, the City of Beachwood, Ohio applied for the Bryden Road Sanitary and Storm Sewer Project;

WHEREAS, NEORS has determined that the proposed Bryden Road Sanitary and Storm Sewer Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment;

WHEREAS, the Public Works Director and City Engineer have recommended entering into this MCIP Grant Agreement.

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

Section 1: The Mayor is authorized to enter into and execute any necessary agreements for the Member Community Infrastructure Program grant.

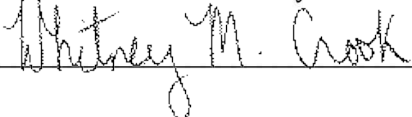
Section 2: The Mayor is authorized and directed to accept Grant Funds for the Bryden Road Sanitary and Storm Sewer Project, in an amount not to exceed Two Hundred Seventy-Eight Thousand Three Hundred Dollars and No/Cents (\$278,300.00).

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 these grant funds may be obtained immediately; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest:


I hereby certify this legislation was duly adopted on the 2nd day of February, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of February, 2026.



Clerk

Approval:

I have approved this legislation this 3rd day of February, 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 21, 2026

RE: Council Agenda Item: NEORSD MCIP Grant Agreement – Bryden Road Sanitary and Storm Sewer Project

Mayor,

The Northeast Ohio Regional Sewer District (NEORSD) has awarded the City \$278,300.00 for the design of the Bryden Road Sanitary and Storm Sewer Improvement Project. This funding is provided through NEORSD’s Municipal Community Infrastructure Program (MCIP) and will cover fifty percent of the total design costs.

NEORSD recommended this project based on findings from the Heights Hilltop Interceptor Study, which identified capacity deficiencies within the storm and sanitary sewer systems along Bryden Road.

The project scope includes replacement of the existing storm and sanitary sewers, roadway replacement and widening, installation of curbs, and construction of new driveway aprons. The project will be completed in two phases over an anticipated two-year period. Phase 1 will extend from Green Road to Letchworth Road, and Phase 2 will extend from Letchworth Road to Halburton Road.

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

**MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT
BY AND BETWEEN
NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF BEACHWOOD
FOR
BRYDEN SANITARY AND STORM SEWER IMPROVEMENTS PROJECT

DESIGN ONLY**

THIS AGREEMENT (“Agreement”) is entered into as of the 1st day of January, 2026 (“Effective Date”), by and between the Northeast Ohio Regional Sewer District (“District”), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 171-25, adopted by the District’s Board of Trustees on August 7, 2025 (Exhibit “A”), and the City of Beachwood (“Member Community”), a political subdivision of the State of Ohio, acting pursuant to Ordinance No. _____, passed on _____, 202__ (Exhibit “B”). The District and the Member Community may be collectively referred to herein as “Parties.”

RECITALS:

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program (“MCIP”) to provide water resource project funding opportunities to member communities and other qualifying political subdivisions for sewer infrastructure projects in the District’s service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit “C”); and

WHEREAS, in response to the District’s Request for MCIP Proposals, the Member Community, a District member community, submitted an application for Bryden Sanitary and Storm Sewer Improvements project (the “Project” or “MCIP Project”), attached hereto as Exhibit “D;”

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1. The MCIP Project

- 1.1. The MCIP Project. The Member Community will manage a Design Only MCIP Project, which generally consists of upsizing the sanitary sewer per modeling report to convey a 10-year design storm without surcharging and upsizing portions of the storm sewer to convey a 5-year design storm without surcharging, as set forth in Exhibit “D.”
- 1.2. Compliance with District’s Code of Regulations. The MCIP Project shall be designed to ensure compliance with the District’s Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm sewer infrastructure problems.
- 1.3. MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.
- 1.4. Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design.

Article 2. Design of the MCIP Project

- 2.1. District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design. The Member Community shall submit the final MCIP Project design plans to the District Representative, Brian Page at paigeb@neorsd.org, in a timely manner that provides the District with at least fifteen (15) business days to review.
- 2.2. MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.

- 2.3. Final Design. The Member Community shall provide to the District Representative the final design, approved by the Member Community's Engineer, at the closure of the MCIP Project.
- 2.4. District Request for Progress Meetings. The Member Community agrees to meet with the District to review the MCIP project status and progress, as may be requested by the District.

Article 3. Project Costs and Funding

- 3.1. District Funds. The District agrees to pay the Member Community an amount not to exceed \$278,300.00 (the "District Funds") on a direct disbursement basis, in accordance with the terms of this Article and Article 4. The anticipated disbursement amount for calendar year 2026 is \$ 278,300.00. The District shall withhold five percent (5%) or \$13,915.00 of the District Funds until the District receives the final MCIP project design drawings and/or the match obligation has been met as outlined in Section 3.2 below.
- 3.2. Member Community Funds.
 - 3.2.1. The Member Community shall provide at least 50% non-District matching funds for the MCIP Project that may include cash and/or in-kind contributions ("Member Community Funds"). Funds acquired by the Member Community from previous District awards cannot be counted as a match. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds. Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds.
 - 3.2.2. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit "E."
 - 3.2.3. Each invoice submitted for disbursement to the District in accordance with Section 3.3 below shall include the percentage of the Member Community Funds committed by the Member Community as matching funds for the MCIP Project.

3.3. Use of District Funds - Direct Disbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2026 and in accordance with the project schedule requirements set forth in Article 4. In accordance with the provisions of this Agreement, the District shall disburse directly to the Member Community the eligible MCIP Project expenses based upon invoices, prepared and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Process, and Procedures, attached hereto as Exhibit "G." All disbursement requests must include the Fund Request Form (the "FRF"), attached to this agreement as Exhibit "H."

3.3.1. Application for Payment of Funds. The Member Community must submit consultant invoices to the District monthly or such other timing as mutually agreed by the Member Community and the District, prior to payment for any costs incurred by the Member Community related to design, property acquisition, along with the consultant's detailed invoicing detailing the eligible MCIP Project expenses. Any such consultant invoice submitted by the Member Community to the District for payment shall include cost and work details and other information in accordance with this Agreement, and shall also include a signed, then-current FRF document. The FRF may be updated or otherwise amended by the District from time to time. The FRF shall include supporting document(s), including the relevant procurement documentation, such as an itemized bill, receipt, invoice, and/or timecard.

3.3.2. The Member Community understands, and agrees, that the FRF document may only be signed by a duly authorized representative of the Member Community and that signature of the FRF by such representative shall be an affirmative representation of the Member Community that the Member Community has verified the accuracy of the consultant invoice, that the consultant's services were furnished and performed in accordance with the conditions of the contract for the work and performed to the satisfaction of the Member Community, that the consultant invoice is not in dispute by either the Member Community or its consultant, that the Member Community's representative recommends payment, and that the Member Community shall pay the consultant as expeditiously as possible and consistent with Member Community's policies following receipt of approved funds from the District and within the time period prescribed in Member Community's

contract with the consultant to avoid any late fees or other penalties for late payment. The District agrees that the signatory to this Agreement may, by designation, authorize an appropriate Member Community staff member to execute the FRF on behalf of the Member Community.

- 3.3.3. The FRF form is submitted to the District and reviewed for completeness by the District. Provided that such any undisputed consultant invoice is accompanied by a complete and duly executed FRF and is otherwise compliant with District requirements and this Agreement, upon District review and approval by the District's Director of Watershed Programs, the District shall pay its approved amount directly to Member Community within forty-five (45) days of receipt. The absence of written inquiry or objection of an invoice within the 45-day period shall not be deemed approval of the invoice by the District. Notwithstanding anything to the contrary in this Agreement, the District shall not pay any Project costs until such work is completed and accepted by the District as satisfactory, which acceptance shall not be unreasonably withheld, conditioned or delayed.
- 3.3.4. All invoicing shall be in accordance with an agreed-upon format between the District and the Member Community that is sufficient to allow the District to review, inspect and approve the services provided for the Project. The District shall not be responsible for payment of any late fees and/or other penalties invoiced by consultants. The Member Community shall submit proof of payment to its consultant within forty-five (45) days of the District's payment to the Member Community. Should the Member Community fail to submit such proof within forty-five (45) days, the District shall have the right to withhold future payment(s) to the Member Community until such time that the Member Community provides proof of payment of MCIP funds to the consultant, and any failure of the Member Community to comply with the material payment requirements in this Agreement may be considered a material breach of this Agreement and be cause for termination of the Agreement, in addition to any other remedies available to the District.
- 3.3.5. All requests for payment of District Funds for project management and design services shall be documented to the District in reasonable satisfaction based on the agreed-upon scope and fee for such services.
- 3.3.6. The Member Community shall keep all records and documents relevant to the Project, including but not limited to, an accurate, current, and

complete accounting of all financial transactions for the Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and will be submitted upon request together with any other compliance information which may be reasonably required.

- 3.3.7. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved by the District.
- 3.3.8. The Member Community will provide a copy of the professional services agreement with the first direct disbursement request.
- 3.3.9. Quarterly Progress Reports as Exhibit “I” shall be submitted to the District in accordance with the following:
 - First Submission: Due April 30, 2026 for work completed January 1, 2026– March 31, 2026;
 - Second Submission: Due July 31, 2026 for work completed April 1, 2026 - June 30, 2026;
 - Third Submission: Due October 31, 2026 for work completed July 1, 2026 – September 30, 2026;
 - Fourth Submission: Due January 31, 2027 for work completed October 1, 2026 – December 31, 2026;
 - Fifth Submission: Due April 30, 2027 for work completed January 1, 2027 to March 31, 2027.
- 3.3.10. Failure to submit the quarterly Progress Report in accordance with these deadlines may result in the revocation of the Agreement by the District.
- 3.3.11. The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the FRF and Progress Report form provided as Exhibit “I” and available at: [MCIP Webpage](#)
- 3.4. Third Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved for direct disbursement by the District.
- 3.5. Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an

accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.

3.6. District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.

3.7. Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit D).

Article 4. Project Costs and Funding

4.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.

Article 5. Term

5.1. Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

Article 6. Dispute Resolution

6.1. Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.

6.2. Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representatives	Member Community Representatives
Director of Watershed Programs	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representatives	Member Community Representatives
District Chief Legal Officer or CLO's designee	Law Director

6.3. Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 6.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

6.4. Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 7, Remedies, below.

Article 7. Remedies.

7.1. Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

Article 8. Notifications

8.1. Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative	Member Community Representative
Funding Programs Administrator II	Chris Arrietta Chris.Arrietta@beachwoodohio.com

Article 9. Release of Liability

9.1. Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community’s MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community’s MCIP Project; (iii) any defective performance of the Member Community’s MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

Article 10. Miscellaneous

- 10.1. Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community’s MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community’s MCIP project from the District.
- 10.2. Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 10.3. Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

- 10.4. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.
- 10.5. Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 10.6. Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 10.7. Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 10.8. Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 10.9. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 10.10. Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 10.11. Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

Article 11. Exhibits

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement

shall govern. The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

Exhibit "A"	District Resolution
Exhibit "B"	Member Community's Authorizing Ordinance
Exhibit "C"	Request for MCIP Proposals
Exhibit "D"	Member Community's MCIP Application
Exhibit "E"	Member Community's Certification of Funds
Exhibit "F"	MCIP Policy
Exhibit "G"	MCIP Process and Procedures
Exhibit "H"	Fund Request Form
Exhibit "I"	Progress Report Form

<< INTENTIONALLY LEFT BLANK >>

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

and: _____
Darnell Brown, President
Board of Trustees

CITY OF BEACHWOOD

By: _____

The legal form and correctness of this instrument is approved.

By: _____
Assistant/Director of Law
CITY OF BEACHWOOD

Date: _____, 2026

This Instrument Prepared By:

Anka M. Davis
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR DISTRICT USE ONLY]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL
SEWER DISTRICT
WITH
CITY OF BEACHWOOD
FOR
2026 MEMBER COMMUNITY
INFRASTRUCTURE PROGRAM
PROJECT:

BRYDEN SANITARY AND STORM
SEWER IMPROVEMENTS
PROJECT

Total Approximate Cost: \$278,300.00

The legal form and correctness of
the within instrument are hereby
approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

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

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

AN RESOLUTION ACCEPTING A QUOTATION FROM M & G POOLS, LLC FOR THE SPRING PREPARATION, DAILY MAINTENANCE, AND WINTERIZATION OF THE BEACHWOOD FAMILY AQUATIC CENTER FOR 2026, WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City received a quotation from M & G Pools, LLC for the preparation, daily maintenance, and winterization of the Beachwood Family Aquatic Center;

WHEREAS, M & G Pools, LLC has provided satisfactory and reliable services to the Beachwood Family Aquatic Center and has demonstrated the necessary experience, institutional knowledge, and performance standards required to ensure the safe and continuous operation of the facility;

WHEREAS, Council finds that waiving competitive bidding for these services is in the best interest of the City in order to preserve continuity of service, avoid disruption to operations, and ensure timely preparation, maintenance, and winterization of the Beachwood Family Aquatic Center;

WHEREAS, based upon the recommendation of the Community Services Director, this Council desires to authorize a contract based on the proposal of M & G Pools, LLC for the preparation, daily maintenance, and winterization of the Beachwood Family Aquatic Center for 2026 as follows:

1. The opening and seasonal preparation of the Beachwood Family Aquatic Center in an estimated amount of Ten Thousand Five Hundred Thirty-One Dollars and Eighty-Three Cents (\$10,531.83), plus chemicals and parts. M & G Pools, LLC will guarantee this estimate within 10% under normal circumstances;
2. The daily maintenance of the Beachwood Family Aquatic Center at an hourly rate of One Hundred Eighty-Three Dollars and Thirty-One Cents (\$183.31) per stop (minimum of 110 stops or daily visits), plus materials and parts. M & G Pools, LLC will guarantee this estimate within 10% under normal circumstances;
3. The commercial pool closing and winterization of the Beachwood Family Aquatic Center in an estimated amount of Ten Thousand Five Hundred Thirty-One Dollars and Eighty-Three Cents (\$10,531.83), plus chemicals and parts. M & G Pools, LLC will guarantee this estimate within 10% under normal circumstances; and
4. Any additional work or service calls during the opening or winterization not included in the original scope of work will be performed at an hourly rate of One Hundred Seventy-Five Dollars and No Cents (\$175.00) per hour plus, chemicals and parts.

RESOLUTION NO. 2026-24

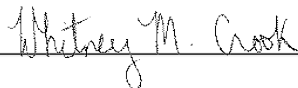
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: Based upon the quotation received from M&G Pools, the Mayor is authorized to accept the quotation for the Spring Preparation, Daily Maintenance, and Winterization of the Beachwood Family Aquatic Center for the 2026 season in the amounts set forth in the recitals to this Resolution. Competitive Bidding is waived in order to preserve continuity of service and performance for the preparation, daily maintenance, and winterization of the Beachwood Family Aquatic Center.

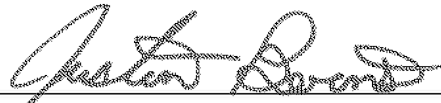
Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is declared an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason of the need for the preparation and maintenance of the Beachwood Family Aquatic Center prior to the start of the summer swimming season; 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 2nd day of February, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of February, 2026.


Clerk

Approval: I have approved this legislation this 3rd day of February, 2026, and filed it with the Clerk.


Mayor

CITY OF *Beachwood*

Interoffice Memo

Date: January 15, 2026

To: Justin Berns, Mayor

From: Derek Schroeder, Community Services Director

RE: M&G Pools Summer 2026 Estimates

I am requesting to continue to utilize the services of M & G Pools, LLC for the BFAC's spring prep, daily maintenance, winterization, and service calls for 2026.

This will be our 12th year using their services and they have been extremely responsive and professional, while keeping our facility operating in top performance during the pool season. Quite honestly, their services are invaluable. They know every square inch of the pool and all the ins and outs of the pumps, mechanics, etc.

M & G Pools, LLC

	2026	2025	Delta	
Commercial Pool Opening	\$ 10,531.83	\$ 10,126.76	\$ 405.07	4%
Commercial Pool Closing	\$ 10,531.83	\$ 10,126.76	\$ 405.07	4%
Service Calls	\$ 175.00	\$ 175.00	\$ -	0%
Daily Maintenance	\$ 183.31	\$ 177.97	\$ 5.34	3%

These prices reflect ~ 4% increase from 2025. It is my recommendation we waive competitive bidding and accept this proposal as M&G Pools' historical knowledge of our pool and its operations more than anyone else.

ESTIMATE

M & G Pools, LLC
9901 Ravenna Rd
Twinsburg, OH 44087-1716

mandgpools@gmail.com
(330)946-4999

Bill to
City of Beachwood
25325 Fairmount Boulevard
Ohio
Beachwood, OH 44122

Ship to
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

Estimate details

Estimate no.: 4846
Estimate date: 01/15/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Commercial Pool Opening	Commercial Pool Opening -Drain and pressure wash main pool(Pressure wash only, no scrubbing is included in this cost) -Drain and pressure wash wading pool (Pressure wash only, no scrubbing is included in this cost) -Remove winterizing plugs and reinstall all baskets, returns, and main drain covers in all pools -Reassemble all pool equipment, including play features and spray ground -Start systems and check for proper operation -Initial balancing of water chemistry	1	\$10,531.83	\$10,531.83
2.	Disclaimer	This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed. Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price.	1	\$0.00	\$0.00

Client Signature of
Acceptance _____

Date of
Acceptance _____

Total

\$10,531.83

Accepted date

Accepted by

ESTIMATE

M & G Pools, LLC
9901 Ravenna Rd
Twinsburg, OH 44087-1716

mandgpools@gmail.com
(330)946-4999

Bill to
City of Beachwood
25325 Fairmount Boulevard
Ohio
Beachwood, OH 44122

Ship to
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

Estimate details

Estimate no.: 4848
Estimate date: 01/15/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Commercial Pool Closing	Commercial Pool Closing -Winterize all plumbing lines and equipment -Winterize all water features (Scope of work does not include winterizing any outdoor water spigots, and/or locker rooms, restrooms, cabanas. Facility will provide commercial tow behind air compressor and hoses for M & G Pools to utilize during winterization)	1	\$10,531.83	\$10,531.83

2.	Disclaimer	This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed. Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price.	1	\$0.00	\$0.00
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Client Signature of
Acceptance _____

Date of
Acceptance _____

Total **\$10,531.83**

ESTIMATE

M & G Pools, LLC
9901 Ravenna Rd
Twinsburg, OH 44087-1716

mandgpools@gmail.com
(330)946-4999

Bill to
City of Beachwood
25325 Fairmount Boulevard
Ohio
Beachwood, OH 44122

Ship to
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

Estimate details

Estimate no.: 4847
Estimate date: 01/15/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Daily Maintenance	Daily Maintenance(Price is per stop) -Check and balance water chemistry in all bodies of water -Check equipment for proper operation -Backwash filters as needed -Remove dirty pump baskets and replace with clean baskets(facility responsible for cleaning baskets) -Check and clean chemical injectors as needed -Refill chemical feeders/switch acid drums as necessary -Check chemical inventory and inform facility of needed restocking -Perform minor repairs to equipment(under 1/4hr per stop included in visit price) -Notify facility of necessary repairs and cost	1	\$183.31	\$183.31
2.	Disclaimer	This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed. Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price.	1	\$0.00	\$0.00

Client Signature of

Acceptance_____

Date of
Acceptance_____

Total

\$183.31

Accepted date

Accepted by

ESTIMATE

M & G Pools, LLC
9901 Ravenna Rd
Twinsburg, OH 44087-1716

mandgpools@gmail.com
(330)946-4999

Bill to
City of Beachwood
25325 Fairmount Boulevard
Ohio
Beachwood, OH 44122

Ship to
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

Estimate details

Estimate no.: 4849
Estimate date: 01/15/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Service Call	Service Call/hr -Minimum 1 hour charge, broken down into 15 minute increments after 1st hour -Time is charged only when on property, no travel time or trip charges -Rate is valid for as long as client is a regular maintenance service client -12 hour guaranteed response time for emergency calls as long as client is a regular maintenance service client and account is current	1	\$175.00	\$175.00
2.	Disclaimer	This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed. Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price.	1	\$0.00	\$0.00

Client Signature of
Acceptance_____

Date of
Acceptance_____

Total

\$175.00

Accepted date

Accepted by

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE POOL CHEMICALS FROM PATTERSON POOLS, LLC THROUGH THE 2026 SEASON FOR THE BEACHWOOD FAMILY AQUATIC CENTER, WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Patterson Pools, LLC has submitted a quotation for pool supplies/chemicals for use at the Beachwood, Ohio Family Aquatic Center, in an estimated amount of Fifty-Four Thousand Thirty-Four Dollars and No/Cents (\$54,034.00) for the 2026 season;

WHEREAS, additional 60-pound pails of chemicals may be required at a cost of One Hundred Eighty-Six Dollars and Seventy-Five Cents (\$186.75) per unit;

WHEREAS, Patterson Pools, LLC is the sole authorized Accu-Tab Blue SI distributor in Cuyahoga County, which is a necessary chemical for the City's pools and, therefore, competitive bidding for this purchase is hereby waived.

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

Section 1: Based upon the quotation received from Patterson Pools, LLC, the Mayor is authorized to purchase pool supplies/chemicals and additional tablets for use at the Beachwood, Ohio Family Aquatic Center for the 2026 season in an estimated amount not to exceed Fifty-Four Thousand Thirty-Four Dollars and No/Cents (\$54,034.00) for reasons set forth in the recitals to this Resolution waiving competitive bidding.

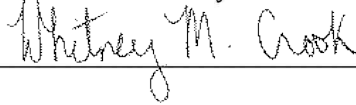
Section 2: Council hereby determines that Patterson Pools, LLC is the sole authorized distributor of Accu-Tab Blue SI in Cuyahoga County and that, for this reason, competitive bidding for this purchase cannot be accomplished and is therefore waived.

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

Section 4: This Resolution is declared an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that these pool supplies/chemicals may be ordered and available for the season; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest:

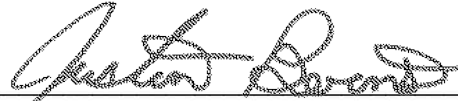
I hereby certify this legislation was duly adopted on the 2nd day of February, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of February, 2026.



Clerk

Approval:

I have approved this legislation this 3rd day of February, 2026 and filed it with the Clerk.



Mayor

CITY OF *Beachwood*

Interoffice Memo

Date: 1/15/26

To: Justin Berns, Mayor

From: Derek Schroeder, Community Services Director



RE: Patterson Pools

Attached is a quote from Patterson Pools for the purchase of Accu-Tab Chlorine tablets for our Aquatic Center. The provided quote reflects the total number of 60lb pails that we used last year. The total amount is \$54,034. The prices reflects a 4.5% increase from 2025.

Axiall Corporation, manufacturer of our Accu-Tabs chlorine feeder systems and producer of the only sanctioned tablet (Accu-Tab Blue SI) to be used in their feeder, has provided us a letter informing the City that Patterson Pools is the only provider in our area authorized to provide us with their product. Additional documentation supporting the exclusive use of the Accu-Tabs is also attached.

I would like to request that bidding be waived on this product and that the attached quote be forwarded to Council for approval.



PATTERSON POOLS LLC

THE NATION'S FINEST STAINLESS STEEL SWIMMING POOLS AND EQUIPMENT

8155 Memorial Drive
Plain City, Ohio 43064
www.pattersonpools.com
614-876-2628
800-876-0484
FAX 614-876-2495

QUOTE

367

TO CITY OF BEACHWOOD
23355 MERCHANTILE RD.
Beachwood, OH 44122

QUOTE DATE	VALID THRU	FOR	PAGE
1/13/2026	4/21/2026	ACCUTAB	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	1ST DELIVERY	0.00	0.00*
W8000330	144	ACCUTAB BLUE SI, 60 LB PAIL	186.75	26,892.00*
	1	DELIVERY/FUEL SURCHARGE	125.00	125.00*
	1	2ND DELIVERY	0.00	0.00*
W8000330	144	ACCUTAB BLUE SI, 60 LB PAIL	186.75	26,892.00*
	1	DELIVERY/FUEL SURCHARGE	125.00	125.00*

* means item is non-taxable

TOTAL AMOUNT 54,034.00

Accepted By _____ Date _____
Amanda Mayse 1/13/26
Submitted By _____ Date _____



Greg Cornman
Territory Manager

Westlake Water Solutions

2801 Post Oak Blvd

Suite 600

Houston, TX 77056

717-858-7523

USA

gcornman@westlake.com

January 28, 2025

To whom it may concern,

Thank you for being an Accu-Tab[®] and /or Acid Rite[®] customer! The distribution of the Accu-Tab and Acid Rite products are reserved for authorized Specialists with an assigned territory. This letter serves as documentation regarding Westlake's distribution Specialist for Accu-Tab and Acid Rite equipment and tablets in Ohio and Kentucky.

Patterson Pools, located in Plain City, OH, is Westlake's only Commercial Pool Specialist in the following counties in KY: Boone, Kenton, Campbell, Grant and Pendleton. Patterson Pools is also the Commercial Pool Specialist in all counties of Ohio ***except for the following:***

Ashtabula, Trumbull, Portage, Mahoning, Stark, Columbiana, Carroll, Tuscarawas, Harrison, Jefferson, Belmont and Monroe counties.

As a Commercial Pool Specialist, Patterson Pools has been approved and trained by Westlake to sell and service our products.

Regards,

Greg Cornman

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

TO: Mayor Justin Berns; Director Catherine Bieterman, Finance Chair Jillian Delong, Council President Danielle Shoykhet
FROM: Larry Heiser, Finance Director *LH*
DATE: January 21, 2026
SUBJECT: Kutak Rock

With Kutak Rock acting as legal Counsel on behalf of the City of Beachwood relative to the development agreement for the Temple property, there is a need to increase the PO for Kutak Rock. A small portion of the monthly Kutak invoices are related to Economic Development ED (the last invoice dated from 10/20/2025 thru 1/14/26 for \$21,879 contained a total of only \$742.50 related to ED). I would recommend that the City approve the Kutak Rock contract with the stated hourly rates, which we can audit to the approved rates. An alternative would be to have a cap, however based upon the delays and added legal expenses relative to the School District's review, the maximum at this point is unknown. When the final agreement with the Temple Developer is approved, the legal fees will be reimbursed back into the General Fund where the initial fees were paid.

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

Please call or email if you have any questions.

A RESOLUTION AUTHORIZING THE CONTINUED ENGAGEMENT OF THE LAW FIRM OF KUTAK ROCK, LLP FOR SPECIAL LEGAL SERVICES FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Resolution No. 2025-58, Council previously authorized the engagement of the law firm of Kutak Rock, LLP for special legal services related to various economic development matters in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00); and

WHEREAS, Council desires to continue the engagement of Kutak Rock, LLP in order to provide continuity of legal services and institutional knowledge for ongoing and anticipated economic development matters affecting the City.

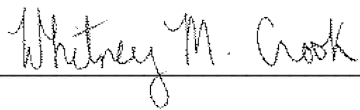
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga and State of Ohio, that:

Section 1: Council hereby authorizes the continued engagement of the law firm of Kutak Rock, LLP to provide special legal services for the City of Beachwood related to various economic development matters and further authorizes an additional amount not to exceed Twenty-Five Thousand Dollars and No/Cents (\$25,000.00) for such services.


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 legal services authorized herein are necessary for the current operations and economic development activities of the City; 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 2nd day of February, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of February, 2026.


Clerk

Approval: I have approved this legislation this 3rd day of February, 2026 and filed it with the Clerk.


Mayor

A RESOLUTION APPOINTING MARTHA JONES AS ASSISTANT CLERK OF COUNCIL FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article III, Section 4 of the Charter and BCO Section 121.12 provides that Council shall appoint the Clerk of Council and any Assistant Clerk(s) of Council; and

WHEREAS, the Clerk and Assistant Clerk(s) of Council play a vital role in supporting operations, maintaining official records, and facilitating communication and compliance with legal and administrative requirements; and

WHEREAS, Council desires to appoint a qualified and experienced individual to serve as Assistant Clerk of Council to ensure continuity and effective administration in the absence of the Clerk of Council; and

WHEREAS, Martha Jones is the Law Department Legal Assistant and possesses the experience, knowledge, and qualifications necessary to fulfill the duties associated with the role of Assistant Clerk of Council.

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

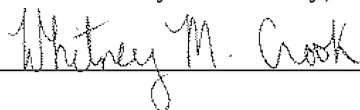
Section 1: Martha Jones is hereby appointed Assistant Clerk of Council of the City of Beachwood in accordance with Article III, Section 4 of the Charter and BCO Section 121.12 for a term not to extend beyond the next Organizational Meeting of Council and to perform all of the duties of Assistant Clerk of Council required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio.

Section 2: Ms. Jones' employment shall remain subject to all of the provisions of the Administrative Salary Ordinance and Personnel Policy Manual, provided, however, that notwithstanding any other provision of that Ordinance and Policy, Ms. Jones employment shall continue to be subject to the authority of Council to appoint the Clerk of Council and any Assistant Clerk(s) of Council pursuant to Article III, Section 4 of the Charter and BCO Section 121.12

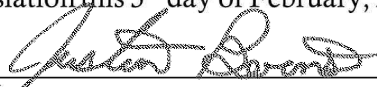
Section 3: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

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 employment provided herein is needed for the proper operation of City government; 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 2nd day of February, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 3rd day of February, 2026.


Clerk

Approval: I have approved this legislation this 3rd day of February, 2026 and filed it with the Clerk.


Mayor