Beachwood City Council Meeting
Tuesday, September 8, 2026, 7:00 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

Agenda

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

1. Roll Call

2. **2026-76**

   A Resolution confirming the appointment of Traci A. Gallagher as Building Commissioner for the City of Beachwood; and declaring this to be an urgent measure

   Oath of Office administered by Mayor Berns to:

   Building Commissioner Traci A. Gallagher
   Police Patrol Officer Valeriia Litvina

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)**

4. Reports

   a. Mayor

   b. Council Member (non-agenda items)

   c. Department Directors

Old Business (Regular Agenda)

Ordinances

1. **2026-19**

An Ordinance Rezoning 2547 Edgewood Drive (PPN# 741-08-034) 2555 Edgewood Drive (PPN# 741-08-036) and 2561 Edgewood Drive (PPN# 741-08-037), from U-1 Single Family Residential District to U-5 Public and Institutional District
Placed on First Reading and Referred to the Planning and Zoning Commission: May 4, 2026
Referred back from Planning and Zoning Commission: Positive Recommendation May 28, 2026
Placed on Second Reading and Referred to Public Hearing: June 15, 2026
Public Hearing held on: July 13, 2026
Motion to hold on Second Reading: July 13, 2026

2. **2026-28**

An Ordinance amending Beachwood Codified Ordinance Chapter 402 titled "Definitions"; and declaring this to be an urgent measure
Placed on First Reading: July 13, 2026

3. **2026-29**

An Ordinance amending Beachwood Codified Ordinance Chapter 474 titled "Bicycles and Motorcycles"; and declaring this to be an urgent measure
Placed on First Reading: July 13, 2026

Consent Agenda

Approval of Minutes

Safety and Public Health Committee Meeting held on June 29, 2026
Regular City Council Meeting held on July 13, 2026
Special City Council Meeting held on August 3, 2026
Committee of the Whole Meeting held on August 31, 2026

Ordinances

1. **2026-30**

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

New Business (Regular Agenda)

Ordinances

1. **2026-31**

An Ordinance amending Beachwood Codified Ordinance Section 191.05 titled "Certificate of Registration"; and declaring this to be an urgent measure

2. **2026-32**

An Ordinance amending Beachwood Codified Ordinance Section 195.04 titled "Certificate of Registration"; and declaring this to be an urgent measure

3. **2026-33**

An Ordinance Levying Special Assessment for the Cost of Improving Blossom Road between Certain Termini in the City of Beachwood by providing Street Lighting; and declaring this to be an urgent measure

4. **2026-34**

An Ordinance Levying Special Assessment for the Cost of Improving George Zieger Drive between Certain Termini in the City of Beachwood by providing Street Lighting; and declaring this to be an urgent measure

5. **2026-35**

An Ordinance Levying Special Assessment for the Cost of Abating Nuisances at Certain Properties within the City of Beachwood; and declaring this to be an urgent measure

Resolutions (continued)

1. **2026-77**

A Resolution authorizing an Expenditure for Rust Belt Riders Composting Services; and declaring this to be an urgent measure

2. **2026-78**

A Resolution authorizing the Mayor to enter into a Cost Sharing Agreement with the Village of Highland Hills, Ohio for a Concrete Repair Project at the Intersections of Harvard Road and Robert Bishop Drive and Eaton Drive; and declaring this to be an urgent measure

3. **2026-79**

A Resolution authorizing the Mayor to enter into Change Order No. 2 and Change Order No. 3 with Glaus, Pyle, Schomer, Burns and Dehaven, Inc. DBA "GPD Group" for Additional Design Engineering Services for the Richmond Road Signal Improvement Project; and declaring this to be an urgent measure

4. **2026-80**

A Resolution authorizing an Agreement with Glaus, Pyle, Schomer, Burns and DeHaven, Inc. DBA GPD Group for Professional Design Services for Richmond-Chagrin I-271 Corridor #114409); waiving competitive bidding; and declaring this to be an urgent measure

5. **2026-81**

A Resolution authorizing the Mayor to enter into an Amended Agreement with the Ohio Department of Transportation ("ODOT"); and declaring this to be an urgent measure

6. **2026-82**

A Resolution authorizing the Mayor to enter into a First Addendum to the First Crisis Assistance and Local Linkage (CALL) Program Agreement; and declaring this to be an urgent measure

Correspondence

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

Any other matters coming before City Council

Adjournment

Next Regular Council Meeting will be held on: Tuesday, September 22, 2026 at 7:00 PM in Council Chambers. For all updates regarding Council Meetings, please visit: www.BeachwoodOhio.com

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

CITY OF BEACHWOOD
INTER-OFFICE MEMORANDUM

TO: Members of City Council

FROM: Justin B. Berns, Mayor JB/BAR

DATE: August 26, 2026

SUBJECT: **Confirmation of Appointment – Building Commissioner**

I am writing to inform you that I have appointed Traci Gallagher to the position of Building Commissioner for the City of Beachwood, with an anticipated effective date of Tuesday, September 8, 2026, pending Council confirmation.

Ms. Gallagher has served as Acting Building Commissioner for several months, during which time she has demonstrated strong attention to detail, a high level of professionalism, and a clear commitment to the City. Her work in this interim role has been consistently thorough and reliable, and I am confident in her ability to continue leading the Building Department effectively.

I respectfully request that Council place her confirmation on the September 8th Council Meeting agenda.

Thank you for your consideration.

Cc: Todd Hunt, Law Director
Whitney Crook, Clerk of Council
Traci Gallagher, Acting Building Commissioner

INTRODUCED BY: RESOLUTION NO. 2026-76

A RESOLUTION CONFIRMING THE APPOINTMENT OF TRACI A. GALLAGHER AS BUILDING COMMISSIONER FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Article IV, Section 4(7) of the Charter, the Mayor has appointed Traci A. Gallagher as Building Commissioner and has requested that Council confirm said appointment; and

WHEREAS, the appointment of qualified and capable Department Directors is essential to the efficient administration and operation of City government; and

WHEREAS, Council desires to confirm the Mayor's appointment to ensure continuity of leadership and the effective delivery of municipal services.

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

Section 1: The appointment by the Mayor of Traci A. Gallagher as Building Commissioner for the City of Beachwood is hereby confirmed for a term not to exceed the Mayor's term of office.

Section 2: The employment of said Department Director shall be subject to all applicable provisions of the Administrative Salary Ordinance and the Personnel Policy Manual; provided, however, that notwithstanding any other provision thereof, such employment shall remain subject to the authority of the Mayor to appoint and remove Department Directors pursuant to Article IV, Section 4(7) of the Charter of the City of Beachwood.

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 employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2026-76

Attest: I hereby certify this legislation was duly adopted on the 8th day of September, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of September, 2026.

_____

Clerk

Approval: I have approved this legislation this 9th day of September, 2026 and filed it with the Clerk.

_____

Mayor

REGULAR CITY COUNCIL MEETING MINUTES
MONDAY, JULY 13, 2026, 7:00 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEVARD,
BEACHWOOD, OHIO 44122

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

Moment of Silence

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

1. Roll Call
   Present - Mr. Isaacson, Ms. Jacobs, Ms. Shoykhet, Mr. Smith, Ms. Stern, Ms. Taylor
   Absent – Ms. DeLong
   Others Present - Mayor Berns, Mr. Arrietta, Ms. Bieterman, Ms. Gallagher, Police Chief Grispino, Mr. Heiser, Fire Chief Holtzman, Mr. Hunt, Mr. Lombardi, Mr. Rose, Ms. Rutkowski, Mr. Smerigan, Ms. Turick

2. **Presentation regarding Zipline and Cleveland Clinic**

3. **Public Hearing:**
   Ordinance No. 2026-19 An Ordinance Rezoning 2547 Edgewood Drive (PPN# 741-08-034) 2555 Edgewood Drive (PPN# 741-08-036) and 2561 Edgewood Drive (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 Planning & Zoning Commission: May 4, 2026
   Referred back from Planning & Zoning Commission: Positive Recommendation May 28, 2026
   Placed on Second Reading and Referred to Public Hearing: June 15, 2026
   Public Hearing held on: July 13, 2026

   Ms. Shoykhet introduced this item

   Public Hearing Opened at 7:25 PM
   Public Hearing Closed at 8:15 PM

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

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

   Joseph Lewis
   Mr. Lewis made remarks

5. Reports

a. Mayor

Mayor Berns recognized businesses' grand openings. He invited senior residents to attend the 1st Senior Ice Cream Social on Wednesday, July 22nd at the Beachwood Community Center at 1pm and thanked Cornerstone Caregiving for sponsoring the event.

b. Council Members (non-agenda items)

Ms. Jacobs spoke about an issue regarding phishing scams effecting City Council and Planning & Zoning Commission emails.

Ms. Stern spoke about the second event of "Coffee with Councilmember" and stated that it will be held on August 16th at 10 am at Nervous Dog Coffee Bar with special guest Chris Arrietta, Public Works Director.

c. Department Directors

Fire Chief Holtzman thanked Capt. David Peterson and State of Ohio Fire Academy for the training opportunity.

Police Chief Grispino spoke about FLOCK and parking on Edgewood. He reminded residents about National Night Out on Tuesday, August 4th at 5 pm at City Hall.

Consent Agenda

Approval of Minutes:
Finance & Development Committee Meeting held on June 11, 2026
Committee of the Whole Meeting held on June 15, 2026
Regular City Council Meeting held on June 15, 2026

Ordinances

1. **2026-26**

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

Moved by: D. Schroeder, Seconded by: A. Stern

Voice Vote	**On the Suspension:** Yes: 6 No: 0 Abstain: 0 Not Voting: 0 MOTION ADOPTED
Voice Vote	**On the Adoption:** Yes: 6 No: 0 Abstain: 0 Not Voting: 0 MOTION ADOPTED

Old Business (Regular Agenda)

Ordinances

1. **2026-19**

An Ordinance Rezoning 2547 Edgewood Drive (PPN# 741-08-034) 2555 Edgewood Drive (PPN# 741-08-036) and 2561 Edgewood Drive (PPN# 741-08-037), from U-1 Single Family Residential District to U-5 Public and Institutional District

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Referred back from Planning & Zoning Commission: Positive Recommendation May 28, 2026
Placed on Second Reading and Referred to Public Hearing: June 15, 2026
Public Hearing held on: July 13, 2026
Placed on Second Reading: July 13, 2026

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

Mr. Isaacson suggested that this item should be held on Second Reading until September 13, 2026

Voice Vote

On the Adoption:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED HELD ON SECOND READING UNTIL SEPT. 8, 2026

New Business (Regular Agenda)

Ordinances

1. **2026-27**

An Ordinance accepting the Planning and Zoning Commission's Recommendation for Variances at 24619 Chagrin Boulevard, Beachwood, Ohio; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

2. **2026-28**

An Ordinance amending City of Beachwood Codified Ordinance Chapter 402 titled "Definitions"; and declaring this to be an urgent measure; and declaring this to be an urgent measure

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

Voice Vote

On the Adoption:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED
PLACED ON 1st READING

2. **2026-29**

An Ordinance amending City of Beachwood Codified Ordinance Chapter 474 titled "Bicycles and Motorcycles"; and declaring this to be an urgent measure; and declaring this to be an urgent measure

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

Moved to put on 1st Reading by: P. Smith, Seconded by: A. Isaacson

Voice Vote

On the Adoption:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED
PLACED ON 1st READING

Resolutions

1. **2026-66**

A Resolution authorizing the Mayor to enter into a First Amendment to the Community Reinvestment Area (CRA) Compensation Agreement with the Board of Education of the Beachwood City School District; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

2. **2026-67**

A Resolution accepting a Quotation from Root Integrated Systems, LLC for the Purchase and Installation of Microphones and Backup Audio Recording Equipment for Conference Room A; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

3. **2026-68**

A Resolution authorizing the Mayor to accept a Quotation for the Purchase of twelve (12) Winter Carbide Snowplow Cutting Edges for the Public Works Department; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

4. **2026-69**

A Resolution authorizing the Mayor to accept a quotation for the Purchase of one (1) Kubota RTV-X Long Bed Utility Cart for the Public Works Department; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

5. **2026-70**

A Resolution authorizing the Mayor to purchase one (1) X-Treme Vac Leaf Collection Unit for the Public Works Department from Best Equipment Co., Inc., under the Sourcewell Cooperative Purchasing Program; waiving competitive bidding; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

6. **2026-71**

A Resolution accepting a Certain Bid from Nerone and Sons, Inc. for the Pool Pump Replacement Project; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

7. **2026-73**

A Resolution authorizing an Agreement with Glaus, Pyle, Schomer, Burns and DeHaven, Inc. DBA GPD Group, for Professional Design Services for the Connector Road Project between Harvard and Mercantile/Commerce Park Roads; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

8. **2026-74**

A Resolution accepting a Certain Bid from Cargill, Inc. through the Joint Municipal Improvement Consortium to supply Untreated Rock Salt for Snow and Ice Removal for the 2026-2027 Winter Season; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:
Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Correspondence

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

   No objection

Any other matters coming before City Council

None

Adjournment

Adjourn to the next Regular City Council Meeting at 9:02 PM

Approved:

_____

Clerk

_____

Mayor

Next Regular Council Meeting will be held on: Tuesday, September 8, 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

SPECIAL CITY COUNCIL MEETING MINUTES
MONDAY, AUGUST 3, 2026, 5:00 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEVARD,
BEACHWOOD, OHIO 44122

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

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

1. Roll Call
   Present – Ms. DeLong, Mr. Isaacson, Ms. Jacobs, Ms. Shoykhet, Mr. Smith, Ms. Stern, Ms. Taylor
   Absent - None
   Others Present - Mayor Berns, Mr. Heiser, Mr. Hunt, Mr. Lombardi, Deputy Police Chief Resek, Mr. Smerigan, Ms. Turick

2. **Executive Session discussion:**

   Moved by Ms. Shoykhet, seconded by Ms. Taylor, at 5:01 P.M. to enter Executive Session.

   Mr. Smith arrived at approximately at 5:05 PM.

   ROLL CALL:
   Yes: 6
   No: 0
   Abstain: 0
   Not Voting: 0

   Back on the Record at 7:04 P.M.

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)

   None.

4. Reports

a. Mayor

Mayor Berns announced that National Night Out will be held on August 4 at 5 p.m. at City Hall. He noted that it is a free, family-friendly event. He also shared that the 2026 Fall Recreation Guide is now available.

b. Council Members (non-agenda items)

Mr. Isaacson gave the Public Works Department accolades.

c. Department Directors

None

New Business (Regular Agenda)

Resolutions

1. 2026-75

A Resolution authorizing payment for the Community Services 2026 Senior Adult Trip to Niagara-On-The-Lake in a Total Amount not to exceed the Actual Costs for Transportation, Lodging, Meals, Snacks and Miscellaneous Expenses; and declaring this to be an urgent measure

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

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

Correspondence

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

   No objection

Any other matters coming before City Council

None

Adjournment

Adjourn to the next Regular City Council Meeting at 7:10 PM

Approved:

_____

Clerk

_____

Mayor

Next Regular Council Meeting will be held on: Tuesday, September 8, 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

BEACHWOOD CITY COUNCIL
SAFETY AND PUBLIC HEALTH COMMITTEE MEETING MINUTES
MONDAY, JUNE 29, 2026, 8:00 AM
BEACHWOOD CITY HALL, CONFERENCE ROOM A
25325 Fairmount Boulevard, Beachwood, Ohio 44122

Called to order at 8:00 AM by Chairman Pete Smith

Roll Call
Present- Mr. Isaacson, Ms. Jacobs, Ms. Shoykhet, Mr. Smith
Absent - None
Others Present - Mayor Berns, Chief Grispino, Mr. Hunt, Mr. Kurz, Mr. Lombardi, Ms. Ruthowski, Ms. Turick

1. **Review and Discussion of Proposed E-Bike and E-Scooter Ordinance Amendments**

Chairman Smith introduced the item and turned the discussion over to Mayor Berns and Police Chief Grispino. Council has been provided a copy of the recommended ordinance changes prior to this meeting. Chief Grispino explained that the increasing use of e-scooters, e-bikes, and other motorized mobility devices has created safety concerns, particularly due to their ability to exceed 25 miles per hour in pedestrian areas. He noted that current City bicycle and traffic regulations, many adopted in 1974, do not adequately address modern devices.

Chief Grispino delivered a presentation outlining proposed amendments to the City's Code, including prohibiting e-scooters and similar devices on sidewalks and establishing updated safety regulations to reduce conflicts between pedestrians and riders. He also discussed potential implementation considerations. The Police and Law Departments formulated these recommendations after reviewing ordinances from other communities and applicable state guidelines.

The administration plans a public education effort following adoption of the ordinance to inform residents of the new regulations and safe operating practices. The Chief emphasized that community safety remains the highest priority and requested Council's consideration of the legislation at the June 15 meeting.

2. **Any other matters coming before the Safety and Public Health Committee**

None.

3. **Adjournment**

Adjourn at 8:47 PM

_____
Clerk

_____
Mayor

****

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

BEACHWOOD CITY COUNCIL
COMMITTEE OF THE WHOLE MEETING MINUTES
MONDAY, AUGUST 31, 2026, 5:30 PM
***at* BEACHWOOD CITY HALL, CONFERENCE ROOM A,**
25325 Fairmount Boulevard, Beachwood, Ohio 44122

Called to order at 5:30 PM by Council President Danielle Shoykhet

1. Roll Call
   Present – Ms. DeLong, Ms. Jacobs, Ms. Shoykhet, Mr. Smith, Ms. Stern, Ms. Taylor
   Absent – Mr. Isaacson
   Others Present – Mayor Berns, Mr. Heiser, Mr. Hunt, Mr. Lombardi, Mr. Smerigan, Ms. Turick, Mr. Balthis

2. Executive Session discussion

   A Motion was made to enter into executive session to consider confidential information related to the specific business strategy of an applicant for economic development assistance, which information: Is directly related to a request for economic development assistance under Ohio Revised Code Chapter 725; and the executive session is necessary to protect the interests of the applicant and the possible expenditure of public funds to be made in connection with the economic development project.

   Moved by D. Shoykhet, seconded by P. Smith, at 5:31 P.M. to enter Executive Session.

   ROLL CALL:
   Yes: 6
   No: 0
   Abstain: 0
   Not Voting: 0

   Back on the Record at 6:17 P.M.

   Ms. Shoykhet adjourned Executive Session.

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

   None.

Adjournment

Adjourn by Ms. Shoykhet at 6:18 PM

_____
Clerk

_____
Mayor

****

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

INTRODUCED BY: **REVISED** ORDINANCE NO. 2026-19

AN ORDINANCE REZONING 2547 EDGEWOOD DRIVE (PPN# 741-08-034), 2555 EDGEWOOD DRIVE (PPN# 741-08-036), AND 2561 EDGEWOOD DRIVE (PPN# 741- 08-037) FROM U-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO U-5 PUBLIC AND INSTITUTIONAL DISTRICT

WHEREAS, Bais Avrohom Congregation has requested the rezoning of 2547 Edgewood Drive (PPN# 741-08-034), 2555 Edgewood Drive (PPN# 741-08-036), and 2561 Edgewood Drive (PPN# 741-08-037) from U-1 Single Family Residential District to U-5 Public and Institutional District;

WHEREAS, on May 4, 2026, Council placed this rezoning request on first reading and referred it to the Planning and Zoning Commission for study, report, and recommendation in accordance with BCO 1107.01;

WHEREAS, the Planning and Zoning Commission reviewed the request on May 28, 2026, and recommended the rezoning;

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

WHEREAS, a duly advertised public hearing was held on July 13, 2026, at Beachwood City Hall, Council Chambers; and

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

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

Section 1: The Council of the City of Beachwood, hereby approves the rezoning of 2547 Edgewood Drive (PPN# 741-08-034), 2555 Edgewood Drive (PPN# 741-08-036), and 2561 Edgewood Drive (PPN# 741-08-037) from U-1 Single Family Residential District to U-5 Public and Institutional District.

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

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

Attest: I hereby certify this legislation was duly adopted on the____day of_____, 2026 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the_____day of_____, 2026.

_____
Clerk

Approval: I have approved this legislation this____day of_____, 2026 and filed it with the Clerk.

_____
Mayor

Tactical Planning, LLC

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

TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: May 15, 2026

RE: **P&Z 2026-14** **Ordinance No. 2026-19**
Bais Avrohom
2547, 2555 and 2561 Edgewood Road
Rezoning
Concept Development Plan

This request is for rezoning from U-1 Single Family Residential District to U-5 Public and Institutional District for the construction and operation of a place of worship. As required by Code, the application was filed with City Council, an ordinance was prepared, and the matter was referred to the Planning and Zoning Commission for your recommendation. The application also includes a concept development plan for the proposed use. That concept plan is for illustration purposes only to demonstrate that the applicant can comply with all of the setback and parking requirements without variances. The Commission will only be acting on the request to rezone and will not be approving or recommending the development plan.

The subject site consists of three (3) existing lots which contain a total of 20,400 square feet and which have a combined frontage of 170 feet on Edgewood Road. There are currently homes located on two of the three lots. The concept plan shows removal of the existing dwellings and construction of a new building that conforms to the building and life safety code requirements for a place of worship and place of assembly. The applicants have indicated their intent to make the façade of the new building have a residential character to better fit in with the neighborhood. As shown on the concept plan, the proposed institutional building has a footprint of 2,250 square feet. The concept plan indicates the ability to provide 24 parking spaces that conform to Code.

The subject site is abutted on both sides by properties that are zoned U-1 Single Family Residential District. The abutting land to the rear of the subject site is owned by the City of Beachwood and is zoned U-5 Public and Institutional District, although the City intends to rezone that property for a senior targeted housing project.

The Commission will need to act in the form of a recommendation to City Council on referred Ordinance 2026-19. The applicants appear capable of meeting all of the U-5 zoning requirements including building and parking setbacks and number of parking spaces. It is recommended that the Commission provide a positive recommendation to City Council. Should Council approve the rezoning, the applicants will need to return to the Commission for site development plan approval.

CITY OF Beachwood
JUSTIN BERNS, MAYOR

FIRE DEPARTMENT
STEVEN HOLTZMAN, CHIEF
PHONE (216) 292-1965
FAX (216) 292-1900

Fire Prevention Bureau

P&Z Report

To: Planning and Zoning Commission

From: Matthew Domonkos, Assistant Chief

Date: 05/07/2026

Re: P&Z # 2026-14 2547,2555,2561 Edgewood Dr. (Rezoning)

The Fire Prevention Bureau has reviewed the drawings/documents submitted for this item.

1. The Fire Department has no questions or comments at this time.

Matthew Domonkos

Matthew Domonkos
Assistant Fire Chief

CITY OF Beachwood
JUSTIN BERNS, MAYOR

JOSEPH R. CIUNI, CITY ENGINEER
PHONE (216) 595-3724
FAX (216) 595-3713

MEMORANDUM

CITY OF BEACHWOOD

PLANNING AND ZONING COMISSION MEETING

Meeting Date: May 28, 2026

Report Date: May 14, 2026

To: Traci Gallagher

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

City Engineer

AGENDA ITEM - 9

P & Z 2026 -14 **Rezoning 2547 Edgewood Road (PPN 741-08-034), 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 (Ordinance No. 2026-19, referred from Council May 4, 2026).**

We have no comments on this item.

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THIS DOES NOT AFFECT RESIDENTIAL PROPERTY

For questions, please call 216-443-7420, Option 3 (Appraisal Department).

Search

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74108034 | 2547 EDGEWOOD DRIVE LLC | 2547 EDGEWOOD DR | BEACHWOOD | 44122

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ACTIVITY

Informal Reviews

Board of Revisions Cases

Primary Owner
2547 EDGEWOOD DRIVE LLC
Property Address
2547 EDGEWOOD DR BEACHWOOD,OH 44122
Tax Mailing Address
2547 EDGEWOOD DRIVE LLC 200 PARK AVE SUITE 216 BEACHWOOD, OH 44122
Description
18 FAIRGREEN &S/L245 SP 0244 NP 74108035
Property Class
RESIDENTIAL VACANT LAND
Parcel Number
741-08-034
Taxset
Beachwood
Tax Year
2025 Pay 2026

Summary By Tax Year 2025 Pay 2026

Please use the Pay Your Taxes Online to pay your tax bill for the current tax year

Taxable Assessed Values	
Land Value	$20,790
Building Value	$
Total Value	$20,790

First Half Year Charge Amounts	
Gross Tax	$1,265.18
Less 920 Reduction	$687.41
Sub Total	$577.77
Non-business Credit	$43.39
Owner Occupancy Credit	$.00
Homestead Reduction	$.00
Total Assessments	$45.00
Half Year Net Taxes	$579.38

Taxable Market Values	
Land Value	$59,400
Building Value	$
Total Value	$59,400

Second Half Year Charge Amounts	
Gross Tax	$1,265.18
Less 920 Reduction	$687.41
Sub Total	$577.77
Non-business Credit	$43.39
Owner Occupancy Credit	$.00
Homestead Reduction	$.00
Total Assessments	$45.00
Half Year Net Taxes	$579.38

Flags	
Owner Occupancy Credit	N
Homestead Reduction	N
Foreclosure	N
Cert. Pending	N
Cert. Sold	N
Payment Plan	N

Rates	
Full Rate	121.71
920 Reduction Rate	.543333
Effective Rate	55.581001

Escrow	
Escrow	N
Payment Amount	$.00

Tax Balance Summary

Charges

$1,158.76

Payments

$1,158.76

Balance Due

$.00

2025 (pay in 2026) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	$534.38	$534.38	$.00
	1ST HALF BALANCE	$534.38	$534.38	$.00
	2nd half tax	$534.38	$534.38	$.00
	2ND HALF BALANCE	$534.38	$534.38	$.00
C100030C-SEWER MAINTENANCE				
	1st half tax - 2025	$45.00	$45.00	$.00
	1ST HALF BALANCE	$45.00	$45.00	$.00

	2nd half tax - 2025	$45.00	$45.00	$.00
	2ND HALF BALANCE	$45.00	$45.00	$.00
C100030S-Sewer Maintenance				
	1st half tax - 2025	$.00	$.00	$.00
	1ST HALF BALANCE	$.00	$.00	$.00
		Charges	Payments	Balance Due
Total Balance		**$1,158.76**	**$1,158.76**	**$.00**

Top View Map

Updated :04/20/2026 03:00:02 AM

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Primary Owner
2555 EDGEWOOD DRIVE LLC
Property Address
2555 EDGEWOOD RD BEACHWOOD,OH 44122
Tax Mailing Address
CARMEL PROPERTY MANAGEMENT LLC PO BOX 21880 SOUTH EUCLID, OH 44121
Description
18 FAIRGREEN &S/L244 SP 0243 ALL
Property Class
SINGLE FAMILY DWELLING
Parcel Number
741-08-036
Taxset
Beachwood
Tax Year
2025 Pay 2026

Summary By Tax Year 2025 Pay 2026

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Taxable Assessed Values	
Land Value	$20,790
Building Value	$96,110
Total Value	$116,900

First Half Year Charge Amounts	
Gross Tax	$7,113.95
Less 920 Reduction	$3,865.24
Sub Total	$3,248.71
Non-business Credit	$243.96
Owner Occupancy Credit	$.00
Homestead Reduction	$.00
Total Assessments	$45.00
Half Year Net Taxes	$3,049.75

Taxable Market Values	
Land Value	$59,400
Building Value	$274,600
Total Value	$334,000

Second Half Year Charge Amounts	
Gross Tax	$7,113.95
Less 920 Reduction	$3,865.24
Sub Total	$3,248.71
Non-business Credit	$243.96
Owner Occupancy Credit	$.00
Homestead Reduction	$.00
Total Assessments	$45.00
Half Year Net Taxes	$3,049.75

Flags	
Owner Occupancy Credit	N
Homestead Reduction	N
Foreclosure	N
Cert. Pending	N
Cert. Sold	N
Payment Plan	N

Rates	
Full Rate	121.71
920 Reduction Rate	.543333
Effective Rate	55.581001

Escrow	
Escrow	N
Payment Amount	$.00

Tax Balance Summary

Charges

$6,099.50

Payments

$6,099.50

Balance Due

$.00

2025 (pay in 2026) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	$3,004.75	$3,004.75	$.00
	1ST HALF BALANCE	$3,004.75	$3,004.75	$.00
	2nd half tax	$3,004.75	$3,004.75	$.00
	2ND HALF BALANCE	$3,004.75	$3,004.75	$.00
C100030C-SEWER MAINTENANCE				
	1st half tax - 2025	$45.00	$45.00	$.00
	1ST HALF BALANCE	$45.00	$45.00	$.00

	2nd half tax - 2025	$45.00	$45.00	$.00
	2ND HALF BALANCE	$45.00	$45.00	$.00
C100030S-Sewer Maintenance				
	1st half tax - 2025	$.00	$.00	$.00
	1ST HALF BALANCE	$.00	$.00	$.00
		Charges	Payments	Balance Due
Total Balance		**$6,099.50**	**$6,099.50**	**$.00**

Top View Map

Updated :04/20/2026 03:00:02 AM

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Primary Owner
RIK ENTERPRISES, LLC
Property Address
2561 EDGEWOOD RD BEACHWOOD,OH 44122
Tax Mailing Address
CARMEL PROPERTY MANAGEMENT LLC PO BOX 21880 SOUTH EUCLID, OH 44121
Description
18 FAIRGREEN 0242 ALL
Property Class
SINGLE FAMILY DWELLING
Parcel Number
741-08-037
Taxset
Beachwood
Tax Year
2025 Pay 2026

Summary By Tax Year 2025 Pay 2026

Please use the Pay Your Taxes Online to pay your tax bill for the current tax year

Taxable Assessed Values	
Land Value	$19,080
Building Value	$58,660
Total Value	$77,740

First Half Year Charge Amounts	
Gross Tax	$4,730.87
Less 920 Reduction	$2,570.43
Sub Total	$2,160.44
Non-business Credit	$162.23
Owner Occupancy Credit	$.00
Homestead Reduction	$.00
Total Assessments	$37.50
Half Year Net Taxes	$2,035.71

Taxable Market Values	
Land Value	$54,500
Building Value	$167,600
Total Value	$222,100

Second Half Year Charge Amounts	
Gross Tax	$4,730.87
Less 920 Reduction	$2,570.43
Sub Total	$2,160.44
Non-business Credit	$162.23
Owner Occupancy Credit	$.00
Homestead Reduction	$.00
Total Assessments	$37.50
Half Year Net Taxes	$2,035.71

Flags	
Owner Occupancy Credit	N
Homestead Reduction	N
Foreclosure	N
Cert. Pending	N
Cert. Sold	N
Payment Plan	N

Rates	
Full Rate	121.71
920 Reduction Rate	.543333
Effective Rate	55.581001

Escrow	
Escrow	N
Payment Amount	$.00

Tax Balance Summary

Charges

$4,071.42

Payments

$4,071.42

Balance Due

$.00

2025 (pay in 2026) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	$1,998.21	$1,998.21	$.00
	1ST HALF BALANCE	$1,998.21	$1,998.21	$.00
	2nd half tax	$1,998.21	$1,998.21	$.00
	2ND HALF BALANCE	$1,998.21	$1,998.21	$.00
C100030C-SEWER MAINTENANCE				
	1st half tax - 2025	$37.50	$37.50	$.00
	1ST HALF BALANCE	$37.50	$37.50	$.00

	2nd half tax - 2025	$37.50	$37.50	$.00
	2ND HALF BALANCE	$37.50	$37.50	$.00
C100030S-Sewer Maintenance				
	1st half tax - 2025	$.00	$.00	$.00
	1ST HALF BALANCE	$.00	$.00	$.00
		Charges	Payments	Balance Due
Total Balance		**$4,071.42**	**$4,071.42**	**$.00**

Top View Map

Updated :04/20/2026 03:00:02 AM

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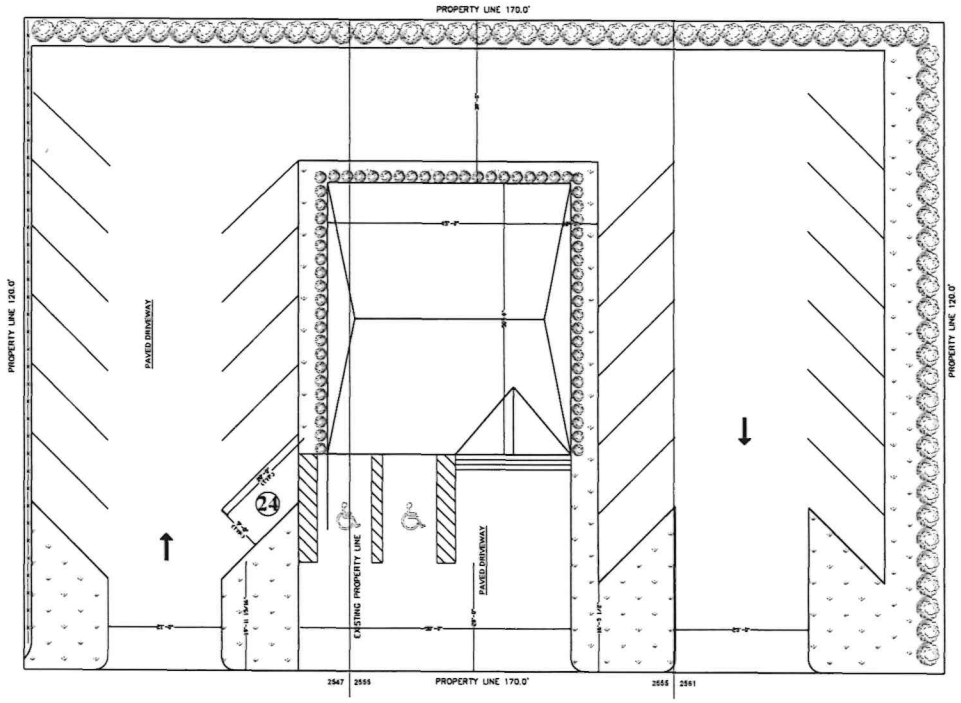
THANK YOU

BAIS AVRAHAM SHUL
2547-2561 EDGEWOOD RD
BEACHWOOD OH 44122

DESIGN



1 SITE PLAN
1/8" = 1'-0"

COMBINE LOTS 2547, 2555 & 2561, DEMOLISH EXISTING PROPERTIES, REBUILD BUILDING 70' X 40'.INCLUDE PARKING AT BOTH SIDES OF THE LOT

DRAWING TITLE
SITE PLAN

SCALE
SCALE AS NOTED

DRAWN BY
SP

PROJECT
BAIS AVRAHAM SHUL
2547-2561 EDGEWOOD RD
BEACHWOOD OH 44122

CLIENT

DATE
03/09/2026

DWG. NO.
ID-105.00

DRAWING TITLE
PROPOSED RENDER

SCALE
N/A

DRAWN BY
SP

PROJECT
BAIS AVRAHAM SHUL
2547-2561 EDGEWOOD RD
BEACHWOOD OH 44122

CLIENT

DATE
07/26/2023

DWG. NO.
ID-302.00

74108034
74108034
74108036
74108037

INTRODUCED BY: ORDINANCE NO. 2026-28

AN ORDINANCE AMENDING CITY OF BEACHWOOD CODIFIED ORDINANCE CHAPTER 402 TITLED "DEFINITIONS"; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, BCO Chapter 402 establishes that the words and phrases used in the City's Traffic Code, unless otherwise provided, shall have the respective meanings ascribed to them within that Chapter;

WHEREAS, City Council requested that the Administration review the Codified Ordinances relating to the regulation of electric scooters and electric bicycles to determine whether updates are needed;

WHEREAS, upon conducting this review, the Administration identified the need to amend BCO Chapter 402 to include a definition for an "Electric Scooter";

WHEREAS, the City further completed its review of the applicable ordinances and proposed updates to address the concerns raised by Council regarding the regulation and safe use of electric scooters and electric bicycles within the City;

WHEREAS, City Council desires to amend Chapter 402 of the Beachwood Codified Ordinances in accordance with the City Administration's recommendations, in order to update and clarify definitions within the Traffic Code, including the addition of a definition for an "Electric Scooter," and to ensure the Code reflects current needs and best practices for the regulation of electric scooters and electric bicycles.

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

Section 1: Council hereby amends Beachwood Codified Ordinance Chapter 402, titled "Definitions", to read and provide, in its entirety, as set forth in **Exhibit "A"** which is attached hereto and fully incorporated by reference herein.

Section 2: Any other ordinances or parts thereof in conflict with this amendment are hereby repealed to the extent of the conflict and all ordinances and parts thereof not amended by this Ordinance shall remain in full force and effect.

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 Ordinance is declared an urgent measure necessary for the preservation of the public peace, health, safety or the efficient operation of the City, and for the further reason that it is necessary to be effective 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 ___ day of _____ 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ___ day of _____ 2026.

_____
Clerk

Approval: I have approved this legislation this ___ day of _____ 2026 and filed it with the Clerk.

_____
Mayor

402.05 Bicycle; motorized bicycle; moped; electric bicycle; electric scooter.

(a) "Bicycle" means every device, other than a device that is designed solely for use as a play vehicle by a child, that is propelled solely by human power upon which a person may ride, and that has two (2) or more wheels, any of which is more than fourteen (14) inches in diameter.

(b) "Motorized bicycle" or "moped" means any vehicle having either two (2) tandem wheels or one (1) wheel in the front and two (2) wheels in the rear, that may be pedaled, and that is equipped with a helper motor of not more than fifty (50) cubic centimeters piston displacement that produces not more than one (1) brake horsepower and is capable of propelling the vehicle at a speed of no greater than twenty miles per hour on a level surface.

"Motorized bicycle" or "moped" does not include an electric bicycle.

(c) "Electric bicycle" means a "class 1 electric bicycle", a "class 2 electric bicycle", or a "class 3 electric bicycle" as defined in this section.

(1) "Class 1 electric bicycle" means a bicycle that is equipped with fully operable pedals and an electric motor of less than seven hundred fifty (750) watts that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of twenty (20) miles per hour.

(2) "Class 2 electric bicycle" means a bicycle that is equipped with fully operable pedals and an electric motor of less than seven hundred fifty (750) watts that may provide assistance regardless of whether the rider is pedaling and is not capable of providing assistance when the bicycle reaches the speed of twenty (20) miles per hour.

(3) "Class 3 electric bicycle" means a bicycle that is equipped with fully operable pedals and an electric motor of less than seven hundred fifty (750) watts that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of twenty-eight (28) miles per hour.

(d) “Electric Scooter” means a device consisting of a long steering handle connected to a footboard that is mounted on two (or more) wheels and is propelled by an electric motor of another type of motor, designed such that the ride is able to keep both feet on the footboard while traveling either while standing or seated, and has an attainable speed on a paved level surface of not more than twenty miles per hour when propelled by the motor.

State law reference(s)—ORC 4511.01(G); ORC 4511.01(H); ORC 4511.01(RRR); ORC 4511.01(SSS); ORC 4511.01(TTT); ORC 4511.01(UUU)

INTRODUCED BY: ORDINANCE NO. 2026-29

AN ORDINANCE AMENDING CITY OF BEACHWOOD CODIFIED ORDINANCE CHAPTER 474 TITLED "BICYCLES AND MOTORCYCLES"; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council requested that the Administration review the Codified Ordinances relating to the regulation of electric scooters and electric bicycles to determine whether updates were needed;

WHEREAS, the City Administration completed its review of the current applicable ordinances, State law, and other jurisdictions' regulations and has recommended updates to address pedestrian and cyclist safety, appropriate speed limits, and modern operational practices for bicycles, electric bicycles, and electric scooters; and

WHEREAS, City Council's Safety Committee has reviewed the recommendations and made comments thereon and this Council desires to amend Chapter 474 of the Beachwood Codified Ordinances in accordance with the City Administration's recommendations to ensure safe operations while providing needed provisions for mobility devices, police duties, and City-authorized events;

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

Section 1: Council hereby amends Beachwood Codified Ordinance Chapter 474, titled "Bicycles and Motorcycles", to read and provide, in its entirety, as set forth in **Exhibit "A"** which is attached hereto and fully incorporated by reference herein.

Section 2: Any other ordinances or parts thereof in conflict with this amendment are hereby repealed to the extent of the conflict and all ordinances and parts thereof not amended by this Ordinance shall remain in full force and effect.

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 Ordinance is declared an urgent measure necessary for the preservation of the public peace, health, safety or the efficient operation of the City, and for the further reason that it is necessary to be effective 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 ___ day of _____ 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ___ day of _____ 2026.

_____
Clerk

Approval: I have approved this legislation this ___ day of _____ 2026 and filed it with the Clerk.

_____
Mayor

CHAPTER 474. Bicycles, Electric Bicycles, Electric Scooters, and Motorcycles[1]

474.01 Application of chapter.

(a) The provisions of this Traffic Code that are applicable to bicycles ~~and~~, electric bicycles, and electric scooters, apply whenever a bicycle ~~or~~, electric bicycle, or electric scooter is operated upon any sidewalk, street, or upon any path set aside for the exclusive use of bicycles.

(b) Except as provided in subsection (d) of this section, a bicycle operator ~~or~~, electric bicycle operator, or electric scooter operator who violates any section of this Traffic Code described in subsection (a) of this section that is applicable to bicycles ~~or~~, electric bicycles, or electric scooters may be issued a ticket, citation or summons by a law enforcement officer for the violation in the same manner as the operator of a motor vehicle would be cited for the same violation. A person who commits any such violation while operating a bicycle ~~or~~, electric bicycle, or electric scooter shall not have any points assessed against the person's driver's license, commercial driver's license, temporary instruction permit, or probationary license under Ohio R.C. 4510.036.

(c) Except as provided in subsection (d) of this section, in the case of a violation of any section of this Traffic Code described in subsection (a) of this section by a bicycle operator, electric bicycle operator, electric scooter operator, or motor vehicle operator when the trier of fact finds that the violation by the motor vehicle operator endangered the lives of bicycle riders ~~or~~, electric bicycle riders, or electric scooter riders at the time of the violation, the court, notwithstanding any provision of this Traffic Code to the contrary, may require the bicycle operator, electric bicycle operator, electric scooter operator, or motor vehicle operator to take and successfully complete an ~~bicycling~~ applicable skills course approved by the court in addition to or in lieu of any penalty otherwise prescribed by the Traffic Code for that violation.

(d) Subsections (b) and (c) of this section do not apply to violations of Section 434.01 of this Traffic Code.

(e) The provisions of this Traffic Code shall apply to bicycles ~~and~~, electric bicycles, and electric scooters except those which by their nature are not applicable.

State law reference(s)—ORC 4511.52

474.02 Riding upon seats; carrying packages; motorcycle handle bars; helmets and glasses.

(a) For purposes of this section, "snowmobile" has the same meaning as given that term in Section 476.01.

(b) No person operating a bicycle ~~or~~, electric bicycle, or electric scooter shall ride other than upon or astride the permanent and regular seat attached thereto, or carry any other person upon such bicycle ~~or~~, electric bicycle, or electric scooter other than upon a firmly attached and regular seat thereon, and no person shall

[1]Cross reference(s)—Bicycle defined - see TRAF. 402. 05 Motorcycle defined - see TRAF. 402.20; Bicycles prohibited on freeways - see TRAF. 412. 05; Operation of vehicles on bicycle paths - see TRAF. 432.36; Motorcycle operator's license required - see TRAF. 436.01(a); Motorcycle headlight - see TRAF. 438.03; Motorcycle reflectors - see TRAF. 438.05(b); Motorcycle brakes - see TRAF. 438.19(b); Motorcycle mufflers - see TRAF. 438.21

State law reference(s)—See section histories for similar State law

ride upon a bicycle ~~or~~, electric bicycle, or electric scooter other than upon such a firmly attached and regular seat.

(c) A person shall ride upon a motorcycle only while sitting astride the seat, facing forward, with one (1) leg on each side of the motorcycle.

(d) No person operating a bicycle ~~or~~, electric bicycle, or electric scooter shall carry any package, bundle or article that prevents the driver from keeping at least one (1) hand upon the handle bars.

(e) No bicycle, electric bicycle, electric scooter, or motorcycle shall be used to carry more persons at one time than the number for which it is designed and equipped, nor shall any motorcycle be operated on a highway when the handle bars or grips are more than fifteen (15) inches higher than the seat or saddle for the operator.

(f) No person shall operate or be a passenger on a snowmobile or motorcycle without using safety glasses or other protective eye device. No person who is under the age of eighteen (18) years, or who holds a motorcycle operator's endorsement or license bearing a "novice" designation that is currently in effect as provided in Ohio R.C. 4507.13, shall operate a motorcycle on a highway, or be a passenger on a motorcycle, unless wearing a protective helmet on his head, and no other person shall be a passenger on a motorcycle operated by such a person unless similarly wearing a protective helmet. The helmet, safety glasses or other protective eye device shall conform with regulations prescribed and promulgated by the Ohio Director of Public Safety. The provisions of this subsection or a violation thereof shall not be used in the trial of any civil action.

(g) (1) No person under the age of eighteen (18) ~~sixteen (16)~~ years shall operate a bicycle, electric bicycle, or electric scooter, or ride as a passenger on a bicycle, electric bicycle, or electric scooter equipped with a passenger seat, within the City unless such person is wearing a protective helmet on his or her head, with the chin strap fastened under the chin. Such helmet shall be fitted to the size of the operator and shall meet or exceed the standards set by the American National Standards Institute (ANSI) or the Snell Memorial Foundation (SNELL). This subsection shall not apply to any person riding a bicycle or who is a passenger on a bicycle on property zoned Class U-1 where such person resides.

(2) No parent, guardian or person acting for a parent shall permit a person under eighteen (18) ~~sixteen (16)~~ years of age to violate this subsection.

(3) Any person under the age of eighteen (18) ~~sixteen (16)~~ years found in violation of this subsection shall be informed by the police of the violation and of the severe injuries which may result when an accident occurs to a child not wearing a helmet. The police may take possession of the bicycle, electric bicycle, or electric scooter and hold it until the parent, guardian or person acting on behalf of the child claims the bicycle, electric bicycle, or electric scooter and is informed by the police of the violation and the severe injuries which may result.

(4) It shall be an affirmative defense to a violation of this section that the parent, guardian or person acting on behalf of a parent or guardian made a good faith effort to purchase a helmet for the minor but was unable to do so as the result of the unavailability of a helmet meeting the requirements in this subsection.

(5) Any parent, guardian or person acting on behalf of a parent or guardian of a person under the age of eighteen (18) ~~sixteen (16)~~ years, who permits such person under the age of eighteen (18) ~~sixteen (16)~~ years to operate or be a passenger on a bicycle, electric bicycle, or electric scooter in the City, on public or private property, in violation of this subsection, shall be fined not more than twenty-five dollars ($25.00).

(Ord. 1990-123. Passed 12-3-90)

State law reference(s)—ORC 4511.53; Adopting Ordinance

474.03 Attaching bicycles, electric bicycles, electric scooters, motorcycles to other vehicles.

(a) No person riding upon any motorcycle, bicycle, electric bicycle, electric scooter, coaster, roller skates, sled, skateboard, or toy vehicle shall attach the same or himself to any vehicle upon a roadway.

No operator shall knowingly permit any person riding upon any motorcycle, bicycle, electric bicycle, electric scooter, coaster, roller skates, sled, skateboard, or toy vehicle to attach the same or himself to any vehicle while it is moving upon a roadway. This section does not apply to the towing of a disabled vehicle.

(b) If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under Section 404.991 of the Traffic Code.

State law reference(s)—ORC 4511.54

474.04 Riding on right side of road way; riding abreast.

(a) Every person operating a bicycle or electric bicycle upon a roadway shall ride as near to the right side of the roadway as practicable obeying all traffic rules applicable to vehicles and exercising due care when passing a standing vehicle or one proceeding in the same direction.

(b) This section does not require a person operating a bicycle or electric bicycle to ride at the edge of the roadway when it is unreasonable or unsafe to do so. Conditions that may require riding away from the edge of the roadway include when necessary to avoid fixed or moving objects, parked or moving vehicles, surface hazards, or if it otherwise is unsafe or impracticable to do so, including if the lane is too narrow for the bicycle and an overtaking vehicle to travel safely side by side within the lane.

(c) Persons riding bicycles, electric bicycles or motorcycles upon a roadway shall ride not more than two (2) abreast in a single lane, except on paths or parts of roadways set aside for the exclusive use of bicycles, electric bicycles or motorcycles.

(d) If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under Section 404.991 of the Traffic Code.

State law reference(s)—ORC 4511.55

474.05 Lights, signal devices, brakes on bicycles.

(a) Every bicycle ~~or~~, electric bicycle, or electric scooter when in use at the times specified in Section 438.02, shall be equipped with the following:

(1) A lamp mounted on the front of either the bicycle, ~~or~~ electric bicycle, or electric scooter, or the operator that shall emit a white light visible from a distance of at least five hundred (500) feet to the front; and three hundred (300) feet to the sides. A generator-powered lamp that emits light only when the bicycle ~~or~~, electric bicycle, or electric scooter is moving may be used to meet this requirement.

(2) A red reflector on the rear that shall be visible from all distances from one hundred (100) feet to six hundred (600) feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle.

(3) A lamp emitting either flashing or steady red light visible from a distance of five hundred (500) feet to the rear shall be used in addition to the red reflector;

If the red lamp performs as a reflector in that it is visible as specified in subsection (a)(2) of this section, the red lamp may serve as the reflector and a separate reflector is not required.

(b) Additional lamps and reflectors may be used in addition to those required under subsection (a) of this section, except that red lamps and red reflectors shall not be used on the front ~~of the bicycle~~ and white lamps and white reflectors shall not be used on the rear ~~of the bicycle~~.

(c) Every bicycle, electric bicycle, and electric scooter shall be equipped with an adequate brake when used on a street or highway.

(d) A bicycle ~~or~~, electric bicycle, or electric scooter may be equipped with a device capable of giving an audible signal, except that a bicycle ~~or~~, electric bicycle, or electric scooter shall not be equipped with nor shall any person use upon a bicycle or electric bicycle any siren or whistle.

State law reference(s)—ORC 4511.56

474.06 Riding on sidewalks, public ways, paths, or trails.

(a) No person shall operate an electric bicycle with the motor engaged on a sidewalk, public way, path, or trail unless otherwise authorized or specifically permitted within the Beachwood Codified Ordinances.

(b) No person shall operate an electric scooter with the motor engaged at speeds in excess of 5 miles per hour on a sidewalk, public way, path, or trail.

(c) No person under the age of fourteen (14) years, unless accompanied by a parent or legal guardian, shall operate a bicycle, electric bicycle, or electric scooter on the roadways within the City, provided sidewalks are available.

(d) Persons fourteen (14) years of age and older may operate a bicycle, class 1 electric bicycle, class 2 electric bicycle, or electric scooter upon the roadways, but shall be governed by the same provisions of this Traffic Code relative to right-of-way as other vehicles.

(e) Every person operating a bicycle, electric bicycle, or electric scooter upon a sidewalk shall yield the right-of-way to all pedestrians and vehicles lawfully using the sidewalk and shall give an audible signal before overtaking and passing any such pedestrian. This audible signal may be given by the voice or by a bell or other warning device capable of giving an audible signal and shall be given at a distance and in such a manner as not to startle a person being overtaken and passed.

(f) A person operating a bicycle, electric bicycle, or electric scooter upon a sidewalk, before overtaking and passing a blind person carrying a white cane or guided by a dog, shall dismount and overtake or pass on foot, if necessary for safety.

(g) A person shall not operate a bicycle, electric bicycle, or electric scooter from a sidewalk so as to suddenly leave a curb or other place of safety and move into the path of a vehicle that is so close as to constitute an immediate hazard.

(h) No person shall operate a bicycle, electric bicycle, or electric scooter on a sidewalk at a speed greater than an ordinary walk when approaching or entering a crosswalk or approaching or crossing a driveway if a vehicle is approaching the crosswalk or driveway, or if pedestrians are present.

(i) No person shall operate a Class 3 electric bike on a sidewalk, public way, path, or trail.

(j) No person shall ride a bicycle, electric bicycle, or electric scooter on a sidewalk in a business district where restrictions have been placed by the Chief of Police due to congestion of the area, and where such restrictions are indicated by clearly visible signs.

(Ord. 1974-27. Passed 4-15-74)

474.07 Parking; locks; theft.

(a) No operator of a bicycle or motorcycle shall park the same on any public property within the City unless such vehicle is securely locked.

(b) No person shall steal any bicycle or motorcycle, or purposely take, ride or operate any such vehicle without the consent of the owner thereof, or buy or conceal any such vehicle, or a part therefor, that has been stolen, knowing it to have been stolen, of a value of less than one hundred fifty dollars ($150.00).

(Ord. 1974-27. Passed 4-15-74)

474.08 Parent's responsibility.

No parent of any child or guardian of any ward shall authorize or knowingly permit any such child or ward to violate any of the provisions of this chapter.

(Ord. 1974-27. Passed 4-15-74)

474.09 Impounding.

Whenever any bicycle ~~or~~, electric bicycle, electric scooter, or motorcycle is operated by any person in violation of any of the provisions of this Traffic Code or is found on any public property not securely locked, such vehicle may be seized by any member of the Police Department and impounded in the Property Room of the Police Department or the Motor Vehicle Pound. Such impounded vehicles shall not be released except upon written order signed by the Chief of Police or some other officer designated by him. Any charges for towing or storing any impounded vehicle shall be paid by the owner of the vehicle or his agent directly to the garage acting as Motor Vehicle Pound. All parking citation charges, delinquent or otherwise, shall be paid before such vehicle is released.

Bicycles, electric bicycles, electric scooters, and motorcycles impounded from persons under the age of eighteen (18) years shall be released only to the parent or guardian of such person who shall be apprised of the reason for impounding the vehicle.

(Ord. 1974-27. Passed 4-15-74)

474.10 Operation of motorized bicycles.

(a) No person shall operate a motorized bicycle upon any street or highway or any public or private property used by the public for purposes of vehicular travel or parking, unless all of the following conditions are met:

(1) The person is fourteen (14) or fifteen (15) years of age and holds a valid probationary motorized bicycle license issued after the person has passed the test provided for in Ohio R.C. 4511.521, or the person is sixteen years of age or older and holds either a valid commercial driver's license issued under Ohio R.C. Chapter 4506, or a driver's license issued under Ohio R.C. Chapter 4507, or a valid motorized bicycle license issued after the person has passed the test provided for in Ohio R.C. 4511.521, except that if a person is sixteen (16) years of age, has a valid probationary motorized bicycle license and desires a motorized bicycle license, the person is not required to comply with the testing requirements provided for in Ohio R.C. 4511.521;

(2) The motorized bicycle is equipped in accordance with rules adopted by the Ohio Director of Public Safety and is in proper working order;

(3) The person, if under eighteen (18) years of age, is wearing a protective helmet on the person's head with the chin strap properly fastened, and the motorized bicycle is equipped with a rear-view mirror;

(4) The person operates the motorized bicycle when practicable within three (3) feet of the right edge of the roadway obeying all traffic rules applicable to vehicles; and

(5) The motorized bicycle displays on the rear of such bicycle the current license plate or validation sticker furnished by the Ohio Director of Public Safety under Ohio R.C. 4503.191.

(b) No person operating a motorized bicycle shall carry another person upon the motorized bicycle.

(c) Whoever violates this section is guilty of a minor misdemeanor.

(d) Whoever violates any of the provisions of this section is guilty of a misdemeanor of the fourth degree. Punishment shall be as provided in Section 408.01.

(Ord. 1978-55. Passed 4-17-78)

State law reference(s)—ORC 4511.521

474.11 Electric bicycles, electric scooters.

(a) (1) The operation of a class 1 electric bicycle ~~and~~, a class 2 electric bicycle, and an electric scooter is permitted on a path set aside for the exclusive use of bicycles or on a shared-use path at speeds not to exceed 10 miles per hour, unless the Municipality by resolution, ordinance, or rule prohibits the use of a class 1 electric bicycle ~~or~~, class 2 electric bicycle, or electric scooter on such a path.

(2) No person shall operate a class 3 electric bicycle on a path set aside for the exclusive use of bicycles or a shared-use path unless that path is within or adjacent to a highway or the Municipality by resolution, ordinance, or rule authorizes the use of a class 3 electric bicycle on such a path.

(3) No person shall operate a class 1 electric bicycle, a class 2 electric bicycle ~~or~~, a class 3 electric bicycle, or electric scooter on a path that is intended to be used primarily for mountain biking, hiking, equestrian use, or other similar uses, or any other single track or natural surface trail that has historically been reserved for nonmotorized use, unless the Municipality by resolution, ordinance or rule authorizes the use of a class 1 electric bicycle, a class 2 electric bicycle ~~or~~, a class 3 electric bicycle, or electric scooter on such a path.

(b) (1) No person under sixteen (16) years of age shall operate a class 3 electric bicycle; however, a person under sixteen (16) years of age may ride as a passenger on a class 3 electric bicycle that is designed to accommodate passengers.

(2) No person shall operate or be a passenger on a class 3 electric bicycle unless the person is wearing a protective helmet that meets the standards established by the Consumer Product Safety Commission or the American Society for Testing and Materials.

(c) No person shall operate an electric bicycle or electric scooter:

(1) Without due regard for the safety and rights of pedestrians, drivers and occupants of all other vehicles, and so as to endanger the life, limb, or property of any person while in the lawful use of the streets or sidewalks or any other public or private property;

(2) Without exercising reasonable and ordinary control over such electric bicycle, electric scooter, or personal assistive mobility device;

(3) In a weaving or zigzag course unless such irregular course is necessary for the safe operation in compliance with law;

(4) While wearing more than one earphone attached to a cell phone or other audio device; and

(5) While using a handheld electronic communications device to write, send or read text-based communications

(6) That has been modified to exceed, or in any event otherwise exceeds, the performance standards of a Class 1, Class 2, or Class 3 electric bicycle, or is capable of attaining speeds that a reasonable person would deem unsafe for operation.

~~(c)~~ (d)(1) Except as otherwise provided in this subsection, whoever operates an electric bicycle, or electric scooter in a manner that is prohibited under subsection (a) of this section and whoever violates subsection (b) or (c) of this section is guilty of a minor misdemeanor. If, within one (1) year of the offense, the offender previously has been convicted of or pleaded guilty to one (1) predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one (1) year of the offense, the offender previously has been convicted of two (2) or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

(2) The offenses established under subsection (d)(1) of this section are strict liability offenses and strict liability is a culpable mental state for purposes of Ohio R.C. 2901.20. The designation of these offenses as strict liability offenses shall not be construed to imply that any other offense, for which there is no specified degree of culpability, is not a strict liability offense.

State law reference(s)—ORC 4511.522

474.12 – Exceptions

This Code section shall not apply to:

(a) Mobility assistive devices required by individuals with disabilities.

(b) Electric personal assistive mobility devices as used in Section 416.13.

(c) Operation and use by City of Beachwood Police, persons sworn to enforce the criminal and traffic laws of the city or state, and other emergency service providers.

(d) Events authorized by the City of Beachwood.

(e) Events or pilot programs authorized by Beachwood City Council.

474.99 Penalty.

Editor's note(s)—See Section 408.02 for general Code penalty if no specific penalty is provided.

INTRODUCED BY: ORDINANCE NO. 2026-30

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	**September 8th ,2026**	**$**	**296,431.05**
Atlantic Emergency Solutions	Invoice	$	10,490.49
Code Consultation	Plan Review Service	$	1,500.00
Empaco Equipment Corp.	Invoice	$	3,276.71
GPD	Engineering Services	$	97,967.50
Kutak Rock	Legal Services	$	13,861.50
Osborn Engineering	Professional Services	$	118,815.00
Perspectus	Professional Services	$	4,875.35
Poly-Tech Assoc.	Invoice	$	4,190.00
Roetzel	Legal Services	$	36,767.00
Sixmo	Plan Review Services	$	1,187.50
Wildermuth, Michael	Plan Review Services	$	3,500.00

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

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

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

Attest: I hereby certify that this legislation was duly adopted on the 8th of September 2026 and presented to the Mayor.

_____

Clerk

Approval: I have approved this legislation this 9th day of September 2026 and filed it with the Clerk.

_____

Mayor

Rec 6/9/26

1022

APPROVED
CHRISTOPHER ARRIETTA
PUBLIC WORKS DIRECTOR
6/29/30 2026-01460
DATE
CITY OF BEACHWOOD

CUSTOMER #: 70163 14287MA

CITY OF BEACHWOOD
ACCOUNTS PAYABLE
DO NOT MAIL-EMAIL INVS ONLY
BEACHWOOD, OH 44122
HOME:216-464-1212 CONT:216-464-1212
BUS: CELL:

INVOICE
PAGE 2

ATLANTIC EMERGENCY SOLUTIONS
Macedonia Service Center
7900 Empire Parkway
Macedonia, OH 44056
(330) 748-5080
www.atlanticemergency.com

SERVICE ADVISOR: 1675 JOSH GEHRKE

COLOR	YEAR	MAKE/MODEL	VIN	JOB NUMBER	MILEAGE IN / OUT	TAG
	11	E-ONE E-ONE PUMPER	4EN6AAA8XB1006340		63266/63266	136340

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08FEB11 DD		08FEB2012	17:00 19MAY26	VERBAL		CHG	28MAY26

R.O. OPENED	READY	OPTIONS:
11:57 19MAY26	19:55 28MAY26	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

THE 4 IN LARGE DIAMETER DISCHARGE VALVE LEAKING AND NOT SHOWING FULLY CLOSED ON THE DISPLAY AS THE CLOSED LEVEL WAS FLASHING. LUBED UP VALVE HANDLES AND THREADS ON SWIVEL FITTINGS.

****

D PUMP PERFORMANCE TEST - (AE28-OHIO-PUMPTEST)
AE28-OHIO-PUMPTEST PUMP PERFORMANCE TEST - (AE28-OHIO-PUMPTEST)
1192 CP 300.00 300.00
PARTS: 0.00 LABOR: 300.00 OTHER: 0.00 TOTAL LINE D: 300.00
63266 SET PUMP TEST TRAILER FOR A 1750 GPM TRUCK, SET TRUCK UP TO TRAILER AND PREFORMED NFPA PUMP TEST. TRUCK FAILED THE VACUUM PART OF THE TEST FROM THE 4 INCH DISCHARGE VALVE. TRUCK PASSED THE CAPACITY PART OF THE PUMP TEST. PACKED UP PUMP TEST TRAILER. ATTACHED PUMP TEST FORM TO RO

****

E AES QC INSPECTION - (AE00-AES-QC)
AE00-AES-QC AES QC INSPECTION - (AE00-AES-QC)
1192 CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00
63266

****

CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER 445.12

APPROVED FOR PAYMENT

BY: _____

DATE: _____

_____

AN 18% (1.5% MONTHLY) APR LATE FEE APPLIES TO PAST DUE BALANCES.

****

PLEASE REMIT PAYMENT TO:
12351 RANDOLPH RIDGE LANE
MANASSAS, VA 20109

Disclaimer of Warranties

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller herby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. All goods returned must be accompanied by this invoice. No Returns on Non Stock Parts/Equip.

Repairs properly completed and checked by:

Authorized Signature

DESCRIPTION	TOTALS
LABOR AMOUNT	4751.20
PARTS AMOUNT	48.80
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	445.12
TOTAL CHARGES	5245.12
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	5245.12

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CUSTOMER COPY

APPROVED
CHRISTOPHER ARRIETTA
PUBLIC WORKS DIRECTOR
6/29/26
DATE
CITY OF BEACHWOOD

CUSTOMER #: 70163 14287MA

CITY OF BEACHWOOD
ACCOUNTS PAYABLE
DO NOT MAIL-EMAIL INVS ONLY
BEACHWOOD, OH 44122
HOME:216-464-1212 CONT:216-464-1212
BUS: CELL:

INVOICE

PAGE 1

ATLANTIC EMERGENCY SOLUTIONS
Macedonia Service Center
7900 Empire Parkway
Macedonia, OH 44056
(330) 748-5080
www.atlanticemergency.com

SERVICE ADVISOR: 1675 JOSH GEHRKE

COLOR	YEAR	MAKE/MODEL	VIN	JOB NUMBER	MILEAGE IN / OUT	TAG
	11	E-ONE E-ONE PUMPER	4EN6AAA8XB1006340		63266/63266	136340

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08FEB11 DD		08FEB2012	17:00 19MAY26	VERBAL		CHG	28MAY26

R.O. OPENED	READY	OPTIONS:
11:57 19MAY26	19:55 28MAY26	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A AES CHECK-IN INSPECTION - (AE00-AES-CHECKIN)
AE00-AES-CHECKIN AES CHECK-IN INSPECTION - (AE00-AES-CHECKIN)
1208 CP
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 0.00 0.00
63266 TOTAL LINE A: 0.00

****

B AERIAL DEVICE MAINTENANCE ONLY / LADDER PM - (AE02-PM-AER-MAINT)
AE02-PM-AER-MAINT AERIAL DEVICE MAINTENANCE ONLY / LADDER PM - (AE02-PM-AER-MAINT)
1192 CP
PARTS: 0.00 LABOR: 3950.00 OTHER: 0.00 3950.00 3950.00
63266 TOTAL LINE B: 3950.00
INSPECTED LADDER, WROTE UP INSPECTION SHEET AND ATTACHED TO RO. STEAM CLEANED ENTIRE LADDER AND OUTRIGGERS CLEANED OFF OLD GREASE, LET DRY AND REGREASED ALL LADDER SLIDE SECTIONS, CABLES, PINS AND WATER WAY. SET UP FOR A DRIFT TEST AND LET SIT FOR 1 HOUR AND LADDER DID NOT DRIFT ANY ELEVATION OR EXTENSION IN THE TEST. FOUND ONLY A FEW SMALL THINGS ON THE INSPECTION, LIKE A CRACKED HYDRAULIC GAUGE, MONITOR DOES NOT GO LEFT OR RIGHT AND THERE WAS HYDRAULIC FLUID ON THE FUEL TANK AND IN THE REAR COMPARTMENT, COULD NOT TELL WHERE IT WAS COMING FROM, PRESSURE WASHED AREA TO SEE IF CAN TELL, RAN LADDER AND DID NOT FIND ANYTHING LEAKING AT THE MOMENT. WILL NEED DEPARTMENT TO RUN LADDER FOR LONGER PERIODS OF TIME AND CHECK AGAIN IN TO PIN POINT LEAK.

****

C PUMP PM - (AE02-PM-PUMP)
AE02-PM-PUMP PUMP PM - (AE02-PM-PUMP)
1192 CP
1208 CP
10 80W90 80W-90 GEAR OIL 501.20 501.20
PARTS: 48.80 LABOR: 501.20 OTHER: 0.00 48.80
63266 TOTAL LINE C: 550.00
INSPECTED PUMP, TANK AND PLUMBING. WROTE UP INSPECTION SHEET ON WHAT WAS FOUND AND ATTACHED TO RO. CHANGED PUMP TRANSFER CASE OIL WITH 10 QTS OF 80W90 OIL. PULLED VACUUM TO 20 IN AND LOST ALL 20, FOUND

Disclaimer of Warranties

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller herby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. All goods returned must be accompanied by this invoice. No Returns on Non Stock Parts/Equip.

Repairs properly completed and checked by:

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Authorized Signature

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CUSTOMER COPY

CITY OF Beachwood

PURCHASE ORDER

Page: 1
P.O. Number: **2026-01460**
P.O. Date: 06/15/2026
Req. Number: 26-341-0716-A
Requested By: Mark Decress
Blanket Type:
Ship Via:
Terms:

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

Vendor 06668
Atlantic Emergency Solutions, Inc
12351 RANDOLPH RIDGE LANE
MANASSAS, VA 20109

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

Line	Description	Account	Qty	Unit	Price/Unit	Amount
001	1021 PUMP TEST	101.341.54370				$5,245.12

This is a confirming purchase order.

Page Total: $5,245.12 Purchase Order Total: $5,245.12

1021 URGENT

DIRECTOR OF FINANCE CERTIFICATE

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

DIRECTOR OF FINANCE **Date** **6/15/2026**

Rec 6/9/26

APPROVED
CHRISTOPHER ARRIETTA
PUBLIC WORKS DIRECTOR
6/29/26
DATE
CITY OF BEACHWOOD

2026-01461

CUSTOMER #: 70163
UNIT# T-1021
CITY OF BEACHWOOD
ACCOUNTS PAYABLE
DO NOT MAIL-EMAIL INVS ONLY
BEACHWOOD, OH 44122
HOME:216-464-1212 CONT:216-464-1212
BUS: CELL:

14297MA INVOICE
PAGE 2

ATLANTIC EMERGENCY SOLUTIONS
Macedonia Service Center
7900 Empire Parkway
Macedonia, OH 44056
(330) 748-5080
www.atlanticemergency.com

SERVICE ADVISOR: 1675 JOSH GEHRKE

COLOR	YEAR	MAKE/MODEL	VIN	JOB NUMBER	MILEAGE IN / OUT	TAG
	23	PIERCE IMPEL	4P1BCAFFXPA026019	39048	10976/10976	T39048

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
04JAN24 DD		02MAR2025	17:00 26MAY26	VERBAL		CHG	31MAY26

R.O. OPENED	READY	OPTIONS:
08:50 26MAY26	20:02 31MAY26	STK:39048-1

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

PARTS: 46.35 LABOR: 503.65 OTHER: 0.00 TOTAL LINE C: 550.00
10976 INSPECTED PUMP, TANK AND PLUMBING. WROTE UP INSPECTION FORM ON DECISIVE AND ALSO ATTACHED A COPY TO WORK ORDER. CHANGED PUMP TRASNFERCASE OIL WITH 13 QTS OF ATF, PULLED VACUUM AND ONLY LOST .5 INCHES IN THE 5 MINUTE OF TEST. CLEANED AND LUBED VALVES. LUBED THREADED COLLARS AND INTAKE THREADS.

****

D PUMP PERFORMANCE TEST
AE28-OHIO-PUMPTEST PUMP PERFORMANCE TEST
1192 CP 300.00 300.00
PARTS: 0.00 LABOR: 300.00 OTHER: 0.00 TOTAL LINE D: 300.00
10976 SET UP PUMP TEST TRAILER FOR A 2000 GPM TRUCK, HOOKED UP TRUCK AND PREFORMED NFPA PUMP TEST. TRUCK PASSED ALL PARTS OF TEST. PACKED UP TRAILER AND UPLOADED PUMP TEST FORM TO RO

****

E AES QC INSPECTION - (AE00-AES-QC)
AE00-AES-QC AES QC INSPECTION - (AE00-AES-QC)
1208 CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00
10976

****

CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER 445.37

APPROVED FOR PAYMENT

BY: _____

DATE: _____

P/O: _____

AN 18% (1.5% MONTHLY) APR LATE FEE APPLIES TO PAST DUE BALANCES.

****

PLEASE REMIT PAYMENT TO:
12351 RANDOLPH RIDGE LANE
MANASSAS, VA 20109

Disclaimer of Warranties

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller herby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. All goods returned must be accompanied by this invoice. No Returns on Non Stock Parts/Equip.

Repairs properly completed and checked by:

Authorized Signature

DESCRIPTION	TOTALS
LABOR AMOUNT	4753.65
PARTS AMOUNT	46.35
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	445.37
TOTAL CHARGES	5245.37
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	5245.37

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CUSTOMER COPY

APPROVED
CHRISTOPHER ARRIETTA
PUBLIC WORKS DIRECTOR
6/29/26
DATE
CITY OF BEACHWOOD

CUSTOMER #: 70163
UNIT# T-1021
CITY OF BEACHWOOD
ACCOUNTS PAYABLE
DO NOT MAIL-EMAIL INVS ONLY
BEACHWOOD, OH 44122
HOME:216-464-1212 CONT:216-464-1212
BUS: CELL:

14297MA
INVOICE
PAGE 1

ATLANTIC EMERGENCY SOLUTIONS
Macedonia Service Center
7900 Empire Parkway
Macedonia, OH 44056
(330) 748-5080
www.atlanticemergency.com

SERVICE ADVISOR: 1675 JOSH GEHRKE

COLOR	YEAR	MAKE/MODEL	VIN	JOB NUMBER	MILEAGE IN / OUT	TAG
	23	PIERCE IMPEL	4P1BCAFFXPA026019	39048	10976/10976	T39048

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
04JAN24 DD		02MAR2025	17:00 26MAY26	VERBAL		CHG	31MAY26

R.O. OPENED	READY	OPTIONS:
08:50 26MAY26	20:02 31MAY26	STK:39048-1

```
LINE OPCODE TECH TYPE HOURS                                    LIST      NET      TOTAL
A AES CHECK-IN INSPECTION - (AE00-AES-CHECKIN)
    AE00-AES-CHECKIN AES CHECK-IN INSPECTION -
        (AE00-AES-CHECKIN)
          1192   CP                                                   0.00       0.00
PARTS:    0.00  LABOR:      0.00  OTHER:      0.00   TOTAL LINE A:              0.00
 10976
          ***************************************************
B AERIAL DEVICE MAINTENANCE ONLY / LADDER PM
    AE02-PM-AER-MAINT AERIAL DEVICE MAINTENANCE ONLY
        / LADDER PM
          1192   CP                                                3950.00    3950.00
PARTS:    0.00  LABOR:   3950.00  OTHER:      0.00   TOTAL LINE B:           3950.00
 10976 INSPECTED AERIAL. MADE INSPECTION SHEET AND ATTACHED TO RO AS
 WELL AS FILLED OUT THE ONE ON DECISIVE. FOUND A FEW THINGS, THE RIGHT
 SIDE BASE EXTENSION CABLES HAS 1 BROKEN WIRE IN THE STRAND. PER PIERCE-
 NOT NEEDED REPLACEMENT YET BUT WILL NEED REPLACED IN THE FUTURE
 ESPECIALLY IF IT GETS WORSE. THERE IS A RUST SPOT ON THE RIGHT SIDE
 BASE SECTION ON A WELD, NOT SURE IF WELD IS CRACKED OR PAIN HAD JUST
 CHIPPED TO BARE METAL AND RUSTED. WILL NEED TO LET AERIAL INSPECTOR
 KNOW SO THEY CAN CHECK THE CONDITION OF THE WELD. AND THE LADDER DID
 NOT WANT TO BED CENTER, HAD TO REPROGRAM THE LADDER TO CENTER AND TEST
 TO VERIFY THE FIX. THE LADDER NOW AUTO BEDS CENTRAL AND AS IT SHOULD.
 STEAM CLEANED ENTIRE LADDER AND OUTRIGGERS, LET DRY AND REGREASED
 LADDER SECTIONS, CABLES, SHEAVES AND CYLINDER PINS, WATERWAY SEALS AND
 WATERWAY. LUBED THE OUTRIGGERS AND PAD SWIVELS. CHECKED OVER ALL
 FUNCTIONS OF LADDER FROM BASE AND IN BASKET. RAN LADDER AND CHECKED THE
 TIMES FOR ROTATION, UP AND DOWN, AND EXTEND AND RETRACT. ALL WERE IN
 SPEC, SET UP FOR DRIFT TEST AND HAD NO DRIFT IN ELEVATION OR EXTENSION
 IN THE HOUR TEST AND IS IN SPEC.
          ***************************************************
C PUMP PM
    AE02-PM-PUMP PUMP PM
          1192   CP                                                503.65     503.65
        9 DEXRON-VI QUART SYN ATF                                              46.35
```

Disclaimer of Warranties

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller herby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. All goods returned must be accompanied by this invoice. No Returns on Non Stock Parts/Equip.

Repairs properly completed and checked by:

Authorized Signature

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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CUSTOMER COPY

CITY OF Beachwood

PURCHASE ORDER

Page: 1
P.O. Number: **2026-01461**
P.O. Date: 06/15/2026
Req. Number: 26-341-0717-A
Requested By: Mark Decress
Blanket Type:
Ship Via:
Terms:

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

Vendor 06668
Atlantic Emergency Solutions, Inc
12351 RANDOLPH RIDGE LANE
MANASSAS, VA 20109

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

Line	Description	Account	Qty	Unit	Price/Unit	Amount
001	1022 PUMP TEST	101.341.54370				$5,245.37

This is a confirming purchase order.

Page Total: $5,245.37

Purchase Order Total: $5,245.37

1022 URGENT

DIRECTOR OF FINANCE CERTIFICATE

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

DIRECTOR OF FINANCE — **Date** 6/15/2026

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

RECEIVED
JUL 24 2026
FINANCE DEPT

July 1, 2026

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

RE: Building Department Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of June 2026 (See attached sheet for breakdown)	$531.25

Total amount due

Five Hundred Thirty-one Dollars and Twenty-five Cents	**$531.25**

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

All Deposit fund

Paul Kowalczyk
Combination Examiner #CE-0000798

APPROVED FOR PAYMENT
BY: Sean Gallagher
DATE: 7-8-26
P/O: 2026-00082

4639 WILBURN DRIVE SOUTH EUCLID, OHIO 44121 216.337.6789

City of Beachwood
Plan Examination Services
June 2026 Invoice

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
150001	BW26-20 6/15/26	Beachwood High School 25001 Fairmount Blvd. West Entry Renovation	1 hour	$125.00
2025-08630	BW26-21 6/19/26	BASF 23800 Mercantile Road Fire Alarm System	1 hour	$125.00
2025-02847	BW25-15.3 6/22/26	Fuchs Mizrachi School 26600 Shaker Boulevard Building Expansion – **Bulletin #12, 13**	1 hour 15 min.	$156.25
150001	BW26-22 6/28/26	Beachwood High School 25001 Fairmount Blvd. Fire Alarm System Alterations	1 hour	$125.00
Total:				**$531.25**

Paul Kowalczyk
Combination Examiner #CE-000798

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

RECEIVED

AUG 10 2026

FINANCE DEPT

August 2, 2026

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

RE: Building Department Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of July 2026 (See attached sheet for breakdown)	$968.75

Total amount due

Nine Hundred Sixty-eight Dollars and Seventy-five Cents	**$968.75**

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

Paul Kowalczyk
Combination Examiner #CE-0000798

APPROVED FOR PAYMENT
BY: Luci A. Galloway
DATE: 8-10-26
P/O:

4639 WILBURN DRIVE SOUTH EUCLID, OHIO 44121 216.337.6789

City of Beachwood
Plan Examination Services
July 2026 Invoice

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
165266	BW26-23 7/1/26	UH Ahuja Medical Center 3999 Richmond Road OR Medical Vacuum Outlets	1 hour	$125.00
165964	BW26-24 7/9/26	Cleveland Clinic Beachwood Family Health Ctr. 26900 Cedar Road Boiler Upgrades	1 hour 30 min.	$187.50
166827	BW26-25 7/16/26	UH Ahuja Medical Center 3999 Richmond Road MRI Replacement	2 hours	$250.00
167472	BW26-26 7/21/26	Commerce IV & V Garage 23240 Chagrin Blvd. Garage Repairs	1 hour 15 min.	$156.25
2025-02847	BW25-15.4 7/26/26	Fuchs Mizrachi School 26600 Shaker Boulevard Building Expansion – **Bulletin #14**	1 hour	$125.00
147243	BW26-27 7/30/26	Tremco 377 South Green Road Fire Alarm System Alterations	1 hour	$125.00
Total:				**$968.75**

Paul Kowalczyk
Combination Examiner #CE-000798

Empaco Equipment Corporation
2958 Brecksville Road
P.O. Box 535
Richfield, OH 44286-0535
Phone: (330) 659-9393
Fax: (330) 659-4772

INVOICE

Invoice No.	SOI0028951
Date	6/26/2026
Customer ID	BEA100
Terms	Due in 30 days
Customer P.O. No.	Verbal
Service Job No.	SR49951

BILL TO: Accounts Payable
City of Beachwood
2700 Richmond Rd
PO Box 22659
Beachwood, OH 44122

JOB SITE:
City of Beachwood
2700 Richmond Rd
PO Box 22659
Beachwood, OH 44122

RECEIVED
JUL 01 2026
FINANCE DEPT

Notes: 5/29/26 Received a verbal work order - RUL pump does not dispense fuel.

City of Beachwood 6/3/26 Arrived on-site, checked in with manager, and set-up work zone. Checked out the RUL dispenser, found the meter leaking. Will order part and return to install. Checked out with manager and returned to yard.

6/10/26 Returned to site, checked in with manager, and set-up work zone. Checked RUL meter, found meter leaking. Removed and replaced meter. Checked calibration, found +1. Dispenser is within tolerance. While calibrating found the dispenser will only pump approximately 25 gallons before shutting off. Performed additional troubleshooting. Will obtain additional information and return to site. Checked out with manager and returned to yard.

6/16/26 Returned to site, checked in with manager, and set-up work zone. Tested RUL pump, found dispenser working. Checked wiring, no malfunction. Checked Fuel Master, no malfunction. Checked motor, found O-ring needed replaced. Will order rebuild kit and return to install. Checked out with manager and returned to yard.

6/22/26 Returned to site, checked in with manager, and set-up work zone. Installed rebuild kit. Tested, all functions are normal. Checked out with manager and returned to yard.

DESCRIPTION	QTY ORDERED	UNITS	PRICE	EXT. PRICE
Labor/Travel (6/3/26)	2.0000	HOUR	114.000000	228.00
Truck Supplies	1.0000	EACH	15.500000	15.50
Mileage	48.0000	MILE	1.400000	67.20
Labor/Travel (6/10/26)	2.5000	HOUR	114.000000	285.00
METER, 2PM-6-R ASSY	1.0000	EACH	991.150000	991.15
Certified Prover 5 Gallon	1.0000	DAY	40.000000	40.00
Truck Supplies	1.0000	EACH	15.500000	15.50
Meter Cleaning and Disposal Fee	1.0000	EACH	146.250000	146.25
Mileage	48.0000	MILE	1.400000	67.20
Labor/Travel (6/16/26)	3.5000	HOUR	114.000000	399.00
Mileage	48.0000	MILE	1.400000	67.20
Labor/Travel (6/22/26)	4.0000	HOUR	114.000000	456.00
Fill-Rite Rebuild Kit	1.0000	EACH	332.160000	332.16
Truck Supplies	1.0000	EACH	15.500000	15.50
Mileage	48.0000	MILE	1.400000	67.20

APPROVED FOR PAYMENT
BY: C Cutts
DATE: 6/30/26
P/O: 2026-01546

✓ w/Rider

Invoice Total

Sales Total	3,192.86
Trade Discount	0.00
Shipping & Handling	83.85
Misc. Charges	0.00
Tax Total	0.00
	3,276.71
Less Paid Amount	0.00
TOTAL	3,276.71

1-1/2% per month (equivalent to 18% per year) will be charged on any unpaid balance 30 days old.

Summary of Engineering Invoices

September 8, 2026 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2026 ENCUMBRANCES	2025	2024
2026119.90-6	7/2/2026	$4,022.50	$0.00	$4,022.50	General			X		
2021119.91-55	7/2/2026	$4,025.00	$0.00	$4,025.00	Capital			X		
2025119.02-15	7/10/2026	$445.00	$0.00	$445.00	Capital				X	
2025119.11-10	7/10/2026	$21,940.00	$0.00	$21,940.00	Capital				X	
2026119.00-6	7/10/2026	$6,220.00	$0.00	$6,220.00	General			X		
2026119.01-1	7/10/2026	$1,295.00	$0.00	$1,295.00	General			X		
2026119.02-5	7/10/2026	$280.00	$0.00	$280.00	Capital			X		
2026119.03-4	7/10/2026	$7,587.00	$0.00	$7,587.00	Capital			X		
2026119.04-3	7/10/2026	$578.00	$0.00	$578.00	General			X		
2026119.90-7	8/6/2026	$3,125.00	$0.00	$3,125.00	General			X		
2025119.02-16	8/14/2026	$725.00	$0.00	$725.00	Capital			X		
2025119.11-11	8/14/2026	$8,551.50	$0.00	$8,551.50	Capital			X		
2026119.00-7	8/14/2026	$8,765.00	$0.00	$8,765.00	General			X		
2026119.02-6	8/14/2026	$617.50	$0.00	$617.50	Capital			X		
2026119.03-5	8/14/2026	$24,190.00	$0.00	$24,190.00	Capital			X		
2026119.05-1	8/14/2026	$2,311.00	$0.00	$2,311.00	General			X		
2026119.06-1	8/14/2026	$3,290.00	$0.00	$3,290.00	Capital			X		

Total To Pay	**$97,967.50**

Total Capital Fund	**$71,651.00**
Total General Fund	**$26,316.50**
Total Deposits	**$0.00**
Total Street Const. Mant.	**$0.00**
Less: Billable Charges	**$0.00**
Net Paid by City:	**$97,967.50**

GPD GROUP

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

Invoice

RECEIVED
JUL 24 2026
FINANCE DEPT

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

July 02, 2026
Invoice No: 2026119.90 - 6

Invoice Total **$4,022.50**

Project 2026119.90 Beachwood - 2026 Traffic Services 2026
Letter Proposal
Max Not to Exceed $36,000.00

Professional Services from May 30, 2026 to June 26, 2026

Task 055 June Traffic Services

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Ferrell, Brett	7.00	140.00	980.00	
Westbrooks, Kevin	11.00	140.00	1,540.00	
Design Engineer				
Tondra, Brandon	2.50	120.00	300.00	
Eng./Arch. Intern/Coop				
Baker, Jacob	18.50	65.00	1,202.50	
Totals	39.00		4,022.50	
Total Labor				**4,022.50**
		Total this Task		**$4,022.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	4,022.50	15,150.00	19,172.50
Limit			36,000.00
Remaining			16,827.50

Total this Invoice **$4,022.50**

Outstanding Invoices

Number	**Date**	**Balance**
5	6/12/2026	4,120.00
Total		**4,120.00**

Pol
APPROVED FOR PAYMENT
BY: D.C. Resek
DATE: 07-02-2026
P/O: 2026-00175

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/13/26	2026119.90-1	2026119.90	01/30/26	POLICE	$2,770.00
03/13/26	2026119.90-2	2026119.90	02/27/26	POLICE	$3,360.00
04/10/26	2026119.90-3	2026119.90	03/27/26	POLICE	$3,140.00
04/30/26	2026119.90-4	2026119.90	04/24/26	POLICE	$1,760.00
06/12/26	2026119.90-5	2026119.90	05/29/26	POLICE	$4,120.00
07/02/26	2026119.90-6	2026119.90	06/26/26	POLICE	$4,022.50
					$19,172.51

GPD GROUP

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

Invoice

RECEIVED
JUL 24 2026
FINANCE DEPT

City of Beachwood
Attn: Chief Kelly Stillman
kelly.stillman@beachwoodohio.com
2700 Richmond Road
Beachwood, OH 44122

July 02, 2026
Invoice No: 2021119.91 - 55

Invoice Total $4,025.00

Project 2021119.91 Beachwood - Richmond Road Signals
P.O. #2021-00640
Letter Proposal Approve $30,908.00
Max Not to Exceed $310,101.00

Professional Services from May 30, 2026 to June 26, 2026

Task 056 Plan Development Additional

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Westbrooks, Kevin	11.50	140.00	1,610.00	
Totals	11.50		1,610.00	
Total Labor				**1,610.00**
		Total this Task		**$1,610.00**

Task 057 Design Mod 2

Professional Personnel

	Hours	Rate	Amount	
Sr. Designer				
Woycitzky, Robert	21.00	115.00	2,415.00	
Totals	21.00		2,415.00	
Total Labor				**2,415.00**
		Total this Task		**$2,415.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	4,025.00	257,394.29	261,419.29
Limit			310,101.00
Remaining			48,681.71
		Total this Invoice	**$4,025.00**

Outstanding Invoices

Number	**Date**	**Balance**
54	6/12/2026	1,166.50
Total		**1,166.50**

Pol
APPROVED FOR PAYMENT
BY: D.C. Kesek
DATE: 07-02-2026
P.O. 2023-01448

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
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
02/13/26	2021119.91-51	2021119.91	01/30/26	POLICE	$3,931.50
04/10/26	2021119.91-52	2021119.91	03/27/26	POLICE	$345.00
04/30/26	2021119.91-53	2021119.91	04/24/26	POLICE	$1,820.00
06/12/26	2021119.91-54	2021119.91	05/29/26	POLICE	$1,166.50
07/02/26	2021119.91-55	2021119.91	06/26/26	POLICE	$4,025.00
					$261,419.29

GPD GROUP

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

Invoice

RECEIVED
JUL 24 2026
FINANCE DEPT

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

July 10, 2026
Invoice No: 2025119.02 - 15

Invoice Total $445.00

Project 2025119.02 Beachwood - 2025 Road Program

Professional Services from May 30, 2026 to June 26, 2026

Task 200 Construction Administration w/o Inspecti

Professional Personnel

	Hours	Rate	Amount	
Sr. Engineer				
Stonitsch, Erik	2.50	130.00	325.00	
Design Engineer				
Levis, Andrew	1.00	120.00	120.00	
Totals	3.50		445.00	
Total Labor				**445.00**
		Total this Task		**$445.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	445.00	88,843.40	89,288.40
Limit			105,000.00
Remaining			15,711.60
		Total this Invoice	**$445.00**

Outstanding Invoices

Number	**Date**	**Balance**
14	6/12/2026	445.00
Total		**445.00**

SVC
APPROVED FOR PAYMENT
BY: C Cirutta
DATE: 7/14/26
P/O: 2025-00287

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
01/10/25	2025119.02-1	2025119.02	12/21/24	SERVICE	$24,456.89
02/14/25	2025119.02-2	2025119.02	01/31/25	SERVICE	$14,869.75
03/14/25	2025119.02-3	2025119.02	02/28/25	SERVICE	$5,623.25
04/10/25	2025119.02-4	2025119.02	03/28/25	SERVICE	$13,339.25
05/09/25	2025119.02-5	2025119.02	04/25/25	SERVICE	$8,310.38
06/06/25	2025119.02-6	2025119.02	05/30/25	SERVICE	$8,540.50
07/11/25	2025119.02-7	2025119.02	06/27/25	SERVICE	$3,776.00
08/06/25	2025119.02-8	2025119.02	07/25/25	SERVICE	$919.25
09/12/25	2025119.02-9	2025119.02	08/29/25	SERVICE	$4,479.00
10/10/25	2025119.02-10	2025119.02	09/26/25	SERVICE	$2,458.13
11/14/25	2025119.02-11	2025119.02	10/31/25	SERVICE	$1,266.00
02/13/26	2025119.02-12	2025119.02	01/30/26	SERVICE	$120.00
05/08/26	2025119.02-13	2025119.02	04/24/26	SERVICE	$240.00
06/12/26	2025119.02-14	2025119.02	05/29/26	SERVICE	$445.00
07/10/26	2025119.02-15	2025119.02	06/26/26	SERVICE	$445.00
					$89,288.40

GPD GROUP

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

Invoice

RECEIVED
JUL 24 2026
FINANCE DEPT

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

July 10, 2026
Invoice No: 2025119.11 - 10

Invoice Total $21,940.00

Project 2025119.11 Beachwood - Park East Reconstruction

Professional Services from May 30, 2026 to June 26, 2026

Task 100 Design

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Hobbs, Michael	4.00	165.00	660.00	
Sr. Project Manager				
Glass, Matthew	11.00	140.00	1,540.00	
Grathwol, Kevin	.50	140.00	70.00	
Milliron, Larry	116.00	140.00	16,240.00	
Smith, Jason	24.50	140.00	3,430.00	
Totals	156.00		21,940.00	
Total Labor				**21,940.00**
		Total this Task		**$21,940.00**
		Total this Invoice		**$21,940.00**

Outstanding Invoices

Number	Date	Balance
9	6/12/2026	5,520.00
Total		**5,520.00**

SVC
APPROVED FOR PAYMENT
BY: C. Cirritta
DATE: 7/14/26
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
02/13/26	2025119.11-5	2025119.11	01/30/26	SERVICE	$18,435.00
03/13/26	2025119.11-6	2025119.11	02/27/26	SERVICE	$3,135.00
04/10/26	2025119.11-7	2025119.11	03/27/26	SERVICE	$37,665.00
05/08/26	2025119.11-8	2025119.11	04/24/26	SERVICE	$2,620.00
06/12/26	2025119.11-9	2025119.11	05/29/26	SERVICE	$5,520.00
07/10/26	2025119.11-10	2025119.11	06/26/26	SERVICE	$21,940.00
					$180,483.27

GPD GROUP

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

Invoice

RECEIVED
JUL 24 2026
FINANCE DEPT

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

July 10, 2026
Invoice No: 2026119.00 - 6

Invoice Total $6,220.00

Project 2026119.00 Beachwood - General Engineering

Professional Services from May 30, 2026 to June 26, 2026

Task 100 General Meeting Attendance

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Hyde, Michael	5.00	140.00	700.00	
Totals	5.00		700.00	
Total Labor				**700.00**
		Total this Task		**$700.00**

Task 200 General Engineering (Under $2,500 Fee)

Professional Personnel

	Hours	Rate	Amount	
Sr. Engineer				
Bennett, Judith	2.00	130.00	260.00	
Totals	2.00		260.00	
Total Labor				**260.00**
		Total this Task		**$260.00**

Task 201 CWD - SWMRP app - Bryden Road

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Fini, Nicholas	5.50	140.00	770.00	
Gorog, Brian	23.50	140.00	3,290.00	
Neumeyer, David	3.00	140.00	420.00	
Totals	32.00		4,480.00	
Total Labor				**4,480.00**
		Total this Task		**$4,480.00**

Task 300 General Inspection Items

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

SVC
APPROVED FOR PAYMENT
BY: C Curtis
DATE: 7/14/26
P/O: 2026-00077

Professional Personnel

	Hours	Rate	Amount	
Design Engineer				
Villers, Alicia	6.50	120.00	780.00	
Totals	6.50		780.00	
Total Labor				**780.00**
		Total this Task		**$780.00**
		Total this Invoice		**$6,220.00**

Outstanding Invoices

Number	Date	Balance
5	6/12/2026	4,550.00
Total		**4,550.00**

Billings to Date

	Current	Prior	Total
Labor	6,220.00	13,555.00	19,775.00
Totals	**6,220.00**	**13,555.00**	**19,775.00**

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/13/26	2026119.00-1	2026119.00	01/30/26	BUILDING	$1,525.00
03/13/26	2026119.00-2	2026119.00	02/27/26	BUILDING	$3,260.00
04/10/26	2026119.00-3	2026119.00	03/27/26	BUILDING	$2,260.00
05/08/26	2026119.00-4R	2026119.00	04/24/26	BUILDING	$1,960.00
06/12/26	2026119.00-5	2026119.00	05/29/26	SERVICE	$4,550.00
07/10/26	2026119.00-6	2026119.00	06/26/26	SERVICE	$6,220.00
					$19,775.00

GPD GROUP

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

Invoice

RECEIVED
JUL 24 2026
FINANCE DEPT

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

July 10, 2026
Invoice No: 2026119.01 - 1

Invoice Total $1,295.00

Project 2026119.01 Beachwood - Tree Surveys

Professional Services from May 30, 2026 to June 26, 2026

Task 001 2672 Edgewood

Professional Personnel

	Hours	Rate	Amount	
Field Survey Technician 3				
Novak, Rick	5.00	129.50	647.50	
Totals	5.00		647.50	
Total Labor				**647.50**
		Total this Task		**$647.50**

Task 002 2675 Brentwood

Professional Personnel

	Hours	Rate	Amount	
Field Survey Technician 3				
Novak, Rick	5.00	129.50	647.50	
Totals	5.00		647.50	
Total Labor				**647.50**
		Total this Task		**$647.50**
		Total this Invoice		**$1,295.00**

HR

Billings to Date

	Current	Prior	Total
Labor	1,295.00	0.00	1,295.00
Totals	**1,295.00**	**0.00**	**1,295.00**

SUC
APPROVED FOR PAYMENT
BY: C. Cunitta
DATE: 7/14/26
P/O: 2026-00077

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
07/10/26	2026119.01-1	2026119.01	06/26/26	SERVICE	$1,295.00

$1,295.00

GPD GROUP

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

Invoice

RECEIVED
JUL 24 2026
FINANCE DEPT

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

July 10, 2026
Invoice No: 2026119.02 - 5

Invoice Total $280.00

Project 2026119.02 Beachwood - 2026 Road Program Assistance

Professional Services from May 30, 2026 to June 26, 2026

Task 001 Road Program Assistance as requested

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Glass, Matthew	2.00	140.00	280.00	
Totals	2.00		280.00	
Total Labor				**280.00**
		Total this Task		**$280.00**
		Total this Invoice		**$280.00**

HR

Outstanding Invoices

Number	Date	Balance
4	6/12/2026	2,734.00
Total		**2,734.00**

Billings to Date

	Current	Prior	Total
Labor	280.00	19,659.00	19,939.00
Expense	0.00	120.00	120.00
Totals	**280.00**	**19,779.00**	**20,059.00**

SVC
APPROVED FOR PAYMENT
BY: C. Cinotta
DATE: 7/14/26
P/O: 2026-01080

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/13/26	2026119.02-1	2026119.02	02/27/26	SERVICE	$1,020.00
04/10/26	2026119.02-2	2026119.02	03/27/26	SERVICE	$10,736.50
05/08/26	2026119.02-3	2026119.02	04/24/26	SERVICE	$5,288.50
06/12/26	2026119.02-4	2026119.02	05/29/26	SERVICE	$2,734.00
07/10/26	2026119.02-5	2026119.02	06/26/26	SERVICE	$280.00
					$20,059.00

GPD GROUP

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

Invoice

RECEIVED
JUL 24 2026
FINANCE DEPT

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

July 10, 2026
Invoice No: 2026119.03 - 4

Invoice Total $7,587.00

Project 2026119.03 Beachwood - Bryden San & Storm Sewer Improvements Ph#1

Professional Services from May 30, 2026 to June 26, 2026

Task 001 Design

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Hobbs, Michael	2.00	165.00	330.00	
Sr. Project Manager				
Glass, Matthew	10.00	140.00	1,400.00	
Smith, Jason	1.00	140.00	140.00	
Wojciechowski, Kevin	1.00	140.00	140.00	
Design Engineer				
Watson, Tyler	27.00	120.00	3,240.00	
Eng./Arch. Intern/Coop				
DeLuca, Gianna	35.00	65.00	2,275.00	
Totals	76.00		7,525.00	
Total Labor				**7,525.00**
		Total this Task		**$7,525.00**

Task 071 Survey & Base Mapping

Professional Personnel

	Hours	Rate	Amount	
Project Aid/Clerical				
DuBose, Amanda	1.00	62.00	62.00	
Totals	1.00		62.00	
Total Labor				**62.00**
		Total this Task		**$62.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	7,587.00	77,828.80	85,415.80
Limit			590,643.00
Remaining			505,227.20

SUC
APPROVED FOR PAYMENT
BY: C Gatto
DATE: 7/14/26
P/O: 2026-00734

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

Project	2026119.03	Beachwood - Bryden San & Stm Sewer Impr	Invoice	4

Total this Invoice **$7,587.00**

Outstanding Invoices

Number	Date	Balance
3	6/12/2026	9,077.50
Total		**9,077.50**

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/10/26	2026119.03-1	2026119.03	03/27/26	SERVICE	$23,903.50
05/08/26	2026119.03-2R	2026119.03	04/24/26	SERVICE	$44,847.80
06/12/26	2026119.03-3	2026119.03	05/29/26	SERVICE	$9,077.50
07/10/26	2026119.03-4	2026119.03	06/26/26	SERVICE	$7,587.00
					$85,415.80

GPD GROUP

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

Invoice

RECEIVED
JUL 24
FINANCE DEPT

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

July 10, 2026
Invoice No: 2026119.04 - 3

Invoice Total	**$578.00**

Project 2026119.04 Beachwood - Pool Pump Replacement Balance

Professional Services from May 30, 2026 to June 26, 2026

Fee

Total Fee	6,800.00			
Percent Complete	87.00	Total Earned	5,916.00	
		Previous Fee Billing	5,338.00	
		Current Fee Billing	578.00	
		Total Fee		**578.00**
			Total this Invoice	**$578.00**

IR

Outstanding Invoices

Number	**Date**	**Balance**
2	6/12/2026	3,230.00
Total		**3,230.00**

SVC
APPROVED FOR PAYMENT
BY: C. Arrietta
DATE: 7/14/26
P/O: 2026-00077

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
05/08/26	2026119.04-1	2026119.04	04/24/26	SERVICE	$2,108.00
06/12/26	2026119.04-2	2026119.04	05/29/26	SERVICE	$3,230.00
07/10/26	2026119.04-3	2026119.04	06/26/26	SERVICE	$578.00
					$5,916.00

GPD GROUP

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

Invoice

RECEIVED
AUG 13 2026
FINANCE DEPT

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

August 06, 2026
Invoice No: 2026119.90 - 7

Invoice Total $3,125.00

Project 2026119.90 Beachwood - 2026 Traffic Services 2026
Letter Proposal
Max Not to Exceed $36,000.00

Professional Services from June 27, 2026 to July 31, 2026

Task 056 July Traffic Services

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Ferrell, Brett	6.00	140.00	840.00	
Westbrooks, Kevin	11.00	140.00	1,540.00	
Sr. Engineer				
Bennett, Judith	2.50	130.00	325.00	
Design Engineer				
Tondra, Brandon	3.50	120.00	420.00	
Totals	23.00		3,125.00	
Total Labor				**3,125.00**
		Total this Task		**$3,125.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	3,125.00	19,172.50	22,297.50
Limit			36,000.00
Remaining			13,702.50
		Total this Invoice	**$3,125.00**

Outstanding Invoices

Number	Date	Balance
6	7/2/2026	4,022.50
Total		**4,022.50**

P01
APPROVED FOR PAYMENT
BY: D.C. Kesek
DATE: 08-07-2026
P/O: 2026-00175

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/13/26	2026119.90-1	2026119.90	01/30/26	POLICE	$2,770.00
03/13/26	2026119.90-2	2026119.90	02/27/26	POLICE	$3,360.00
04/10/26	2026119.90-3	2026119.90	03/27/26	POLICE	$3,140.00
04/30/26	2026119.90-4	2026119.90	04/24/26	POLICE	$1,760.00
06/12/26	2026119.90-5	2026119.90	05/29/26	POLICE	$4,120.00
07/02/26	2026119.90-6	2026119.90	06/26/26	POLICE	$4,022.50
08/06/26	2026119.90-7	2026119.90	07/31/26	POLICE	$3,125.00
					$22,297.50

RECEIVED

AUG 20 2026

FINANCE DEPT

GPD GROUP

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

Invoice

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

August 14, 2026
Invoice No: 2025119.02 - 16

Invoice Total $725.00

Project 2025119.02 Beachwood - 2025 Road Program

Professional Services from June 27, 2026 to July 31, 2026

Task 200 Construction Administration w/o Inspecti

Professional Personnel

	Hours	Rate	Amount	
Sr. Engineer				
Stonitsch, Erik	.50	130.00	65.00	
Design Engineer				
Levis, Andrew	1.50	120.00	180.00	
Villers, Alicia	4.00	120.00	480.00	
Totals	6.00		725.00	
Total Labor				**725.00**
		Total this Task		**$725.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	725.00	89,288.40	90,013.40
Limit			105,000.00
Remaining			14,986.60

Total this Invoice **$725.00**

Outstanding Invoices

Number	**Date**	**Balance**
15	7/10/2026	445.00
Total		**445.00**

SVC

APPROVED FOR PAYMENT
BY: C. Lunitta
DATE: 8/20/26
P/O: 2025-00287

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
01/10/25	2025119.02-1	2025119.02	12/21/24	SERVICE	$24,456.89
02/14/25	2025119.02-2	2025119.02	01/31/25	SERVICE	$14,869.75
03/14/25	2025119.02-3	2025119.02	02/28/25	SERVICE	$5,623.25
04/10/25	2025119.02-4	2025119.02	03/28/25	SERVICE	$13,339.25
05/09/25	2025119.02-5	2025119.02	04/25/25	SERVICE	$8,310.38
06/06/25	2025119.02-6	2025119.02	05/30/25	SERVICE	$8,540.50
07/11/25	2025119.02-7	2025119.02	06/27/25	SERVICE	$3,776.00
08/06/25	2025119.02-8	2025119.02	07/25/25	SERVICE	$919.25
09/12/25	2025119.02-9	2025119.02	08/29/25	SERVICE	$4,479.00
10/10/25	2025119.02-10	2025119.02	09/26/25	SERVICE	$2,458.13
11/14/25	2025119.02-11	2025119.02	10/31/25	SERVICE	$1,266.00
02/13/26	2025119.02-12	2025119.02	01/30/26	SERVICE	$120.00
05/08/26	2025119.02-13	2025119.02	04/24/26	SERVICE	$240.00
06/12/26	2025119.02-14	2025119.02	05/29/26	SERVICE	$445.00
07/10/26	2025119.02-15	2025119.02	06/26/26	SERVICE	$445.00
08/14/26	2025119.02-16	2025119.02	07/31/26	SERVICE	$725.00
					$90,013.39

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AUG 20 2026
FINANCE DEPT

GPD GROUP

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

Invoice

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

August 14, 2026
Invoice No: 2025119.11 - 11

Invoice Total $8,551.50

Project 2025119.11 Beachwood - Park East Reconstruction

Professional Services from June 27, 2026 to July 31, 2026

Task 100 Design

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Hobbs, Michael	1.00	165.00	165.00	
Sr. Project Manager				
Glass, Matthew	12.00	140.00	1,680.00	
Grathwol, Kevin	.50	140.00	70.00	
Milliron, Larry	24.00	140.00	3,360.00	
Smith, Jason	12.00	140.00	1,680.00	
Staff Engineer/Architect				
Terry, Shawn	15.50	103.00	1,596.50	
Totals	65.00		8,551.50	
Total Labor				**8,551.50**
		Total this Task		**$8,551.50**
		Total this Invoice		**$8,551.50**

Outstanding Invoices

Number	Date	Balance
10	7/10/2026	21,940.00
Total		**21,940.00**

APPROVED FOR PAYMENT
BY: C. Cuella JUC
DATE: 8/20/26
P/O: 2025-02334

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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Net 30 days.

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
02/13/26	2025119.11-5	2025119.11	01/30/26	SERVICE	$18,435.00
03/13/26	2025119.11-6	2025119.11	02/27/26	SERVICE	$3,135.00
04/10/26	2025119.11-7	2025119.11	03/27/26	SERVICE	$37,665.00
05/08/26	2025119.11-8	2025119.11	04/24/26	SERVICE	$2,620.00
06/12/26	2025119.11-9	2025119.11	05/29/26	SERVICE	$5,520.00
07/10/26	2025119.11-10	2025119.11	06/26/26	SERVICE	$21,940.00
08/14/26	2025119.11-11	2025119.11	07/31/26	SERVICE	$8,551.50
					$189,034.76

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AUG 20 2026
FINANCE DEPT

GPD GROUP

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

Invoice

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

August 14, 2026
Invoice No: 2026119.00 - 7

Invoice Total $8,765.00

Project 2026119.00 Beachwood - General Engineering

Professional Services from June 27, 2026 to July 31, 2026

Task 100 General Meeting Attendance

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Hyde, Michael	2.00	140.00	280.00	
Totals	2.00		280.00	
Total Labor				**280.00**
		Total this Task		**$280.00**

Task 200 General Engineering (Under $2,500 Fee)

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Fini, Nicholas	1.00	140.00	140.00	
Glass, Matthew	5.00	140.00	700.00	
Design Engineer				
Bartlett, Margaret	.50	120.00	60.00	
Villers, Alicia	1.00	120.00	120.00	
Totals	7.50		1,020.00	
Total Labor				**1,020.00**
		Total this Task		**$1,020.00**

Task 201 CWD - SWMRP app - Bryden Road

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Gorog, Brian	17.00	140.00	2,380.00

SUC
APPROVED FOR PAYMENT
BY: [signature]
DATE: 8/30/26
P/O: 2026-00077 - 5605.00
2026-00734 - 3160.00

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

Eng./Arch. Intern/Coop			
Terbeek, Jacob	12.00	65.00	780.00
Totals	29.00		3,160.00
Total Labor			**3,160.00**
		Total this Task	**$3,160.00**

Task 203 Urban Paving Application

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Glass, Matthew	5.00	140.00	700.00
Gorog, Brian	8.50	140.00	1,190.00
Design Engineer			
Wingerter, Megan	2.50	120.00	300.00
Staff Designer			
Schtucka, Pacey	23.50	90.00	2,115.00
Totals	39.50		4,305.00
Total Labor			**4,305.00**
		Total this Task	**$4,305.00**
		Total this Invoice	**$8,765.00**

✓IR

Outstanding Invoices

Number	Date	Balance
6	7/10/2026	6,220.00
Total		**6,220.00**

Billings to Date

	Current	Prior	Total
Labor	8,765.00	19,775.00	28,540.00
Totals	**8,765.00**	**19,775.00**	**28,540.00**

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/13/26	2026119.00-1	2026119.00	01/30/26	BUILDING	$1,525.00
03/13/26	2026119.00-2	2026119.00	02/27/26	BUILDING	$3,260.00
04/10/26	2026119.00-3	2026119.00	03/27/26	BUILDING	$2,260.00
05/08/26	2026119.00-4R	2026119.00	04/24/26	BUILDING	$1,960.00
06/12/26	2026119.00-5	2026119.00	05/29/26	SERVICE	$4,550.00
07/10/26	2026119.00-6	2026119.00	06/26/26	SERVICE	$6,220.00
08/14/26	2026119.00-7	2026119.00	07/31/26	SERVICE	$8,765.00
					$28,540.00

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AUG 20 2026

FINANCE DEPT

GPD GROUP

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

Invoice

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

August 14, 2026
Invoice No: 2026119.02 - 6

Invoice Total $617.50

Project 2026119.02 Beachwood - 2026 Road Program Assistance

Professional Services from June 27, 2026 to July 31, 2026

Task 001 Road Program Assistance as requested

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Glass, Matthew	1.00	140.00	140.00	
Design Engineer				
Villers, Alicia	3.50	120.00	420.00	
Sr. Designer				
Rolland, Albert	.50	115.00	57.50	
Totals	5.00		617.50	
Total Labor				**617.50**
		Total this Task		**$617.50**
		Total this Invoice		**$617.50**

Outstanding Invoices

Number	Date	Balance
5	7/10/2026	280.00
Total		**280.00**

Billings to Date

	Current	Prior	Total
Labor	617.50	19,939.00	20,556.50
Expense	0.00	120.00	120.00
Totals	**617.50**	**20,059.00**	**20,676.50**

APPROVED FOR PAYMENT
BY: SVC
DATE: 8/20/26
P/O: 2026-01080

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/13/26	2026119.02-1	2026119.02	02/27/26	SERVICE	$1,020.00
04/10/26	2026119.02-2	2026119.02	03/27/26	SERVICE	$10,736.50
05/08/26	2026119.02-3	2026119.02	04/24/26	SERVICE	$5,288.50
06/12/26	2026119.02-4	2026119.02	05/29/26	SERVICE	$2,734.00
07/10/26	2026119.02-5	2026119.02	06/26/26	SERVICE	$280.00
08/14/26	2026119.02-6	2026119.02	07/31/26	SERVICE	$617.50
					$20,676.50

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AUG 20 2026

FINANCE DEPT

GPD GROUP

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

Invoice

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

August 14, 2026
Invoice No: 2026119.03 - 5

Invoice Total $24,190.00

Project 2026119.03 Beachwood - Bryden San & Storm Sewer Improvements Ph#1

Professional Services from June 27, 2026 to July 31, 2026

Task 001 Design

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Hobbs, Michael	1.00	165.00	165.00	
Sr. Project Manager				
Glass, Matthew	18.00	140.00	2,520.00	
Milliron, Larry	56.00	140.00	7,840.00	
Smith, Jason	7.00	140.00	980.00	
Wojciechowski, Kevin	3.00	140.00	420.00	
Design Engineer				
Backus, Harrison	19.00	120.00	2,280.00	
Watson, Tyler	35.00	120.00	4,200.00	
Eng./Arch. Intern/Coop				
DeLuca, Gianna	22.00	65.00	1,430.00	
Terbeek, Jacob	67.00	65.00	4,355.00	
Totals	228.00		24,190.00	
Total Labor				**24,190.00**
		Total this Task		**$24,190.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	24,190.00	85,415.80	109,605.80
Limit			590,643.00
Remaining			481,037.20
		Total this Invoice	**$24,190.00**

Outstanding Invoices

Number	Date	Balance
4	7/10/2026	7,587.00
Total		**7,587.00**

SVC

APPROVED FOR PAYMENT
BY: C Curtis
DATE: 8/20/26
P/O: 2026-00734

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/10/26	2026119.03-1	2026119.03	03/27/26	SERVICE	$23,903.50
05/08/26	2026119.03-2R	2026119.03	04/24/26	SERVICE	$44,847.80
06/12/26	2026119.03-3	2026119.03	05/29/26	SERVICE	$9,077.50
07/10/26	2026119.03-4	2026119.03	06/26/26	SERVICE	$7,587.00
08/14/26	2026119.03-5	2026119.03	07/31/26	SERVICE	$24,190.00
					$109,605.80

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AUG 20 2026

FINANCE DEPT

GPD GROUP

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

Invoice

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

August 14, 2026
Invoice No: 2026119.05 - 1

Invoice Total $2,311.00

Project 2026119.05 Beachwood - City Hall Flag Poles

Professional Services from June 27, 2026 to July 31, 2026

Task 170 Survey

Professional Personnel

	Hours	Rate	Amount	
Field Survey Technician 2				
Brooks, Adam	1.00	113.00	113.00	
Gregory, Timothy	10.00	113.00	1,130.00	
Office Survey Technician 2				
Ryan, Adam	2.00	93.00	186.00	
Survey Project Manager				
Treat, Adam	2.00	140.00	280.00	
Staff Designer				
Jones, Nash	6.00	90.00	540.00	
Project Aid/Clerical				
DuBose, Amanda	1.00	62.00	62.00	
Totals	22.00		2,311.00	
Total Labor				**2,311.00**
		Total this Task		**$2,311.00**
		Total this Invoice		**$2,311.00**

Billings to Date

	Current	Prior	Total
Labor	2,311.00	0.00	2,311.00
Totals	**2,311.00**	**0.00**	**2,311.00**

SJC

APPROVED FOR PAYMENT
BY: C. Arrietta
DATE: 8/20/26
P/O: 2026-00077

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
08/14/26	2026119.05-1	2026119.05	07/31/26	SERVICE	$2,311.00

$2,311.00

RECEIVED

AUG 20 2026

FINANCE DEPT

GPD GROUP

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

Invoice

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

August 14, 2026
Invoice No: 2026119.06 - 1

Invoice Total	**$3,290.00**

Project 2026119.06 Beachwood - Connector Road Improvements
P.O.#2026-01657

Professional Services from June 27, 2026 to July 31, 2026

Fee

Total Fee	670,109.00			
Percent Complete	0.49	Total Earned	3,290.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	3,290.00	
		Total Fee		**3,290.00**
			Total this Invoice	**$3,290.00**

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SVC

APPROVED FOR PAYMENT
BY: C. Curtis
DATE: 8/20/26
P/O: 2026-01657

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
08/14/26	2026119.06-1	2026119.06	07/31/26	SERVICE	$3,290.00

$3,290.00

RECEIVED

AUG 14 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]

APPROVED FOR PAYMENT

August 5, 2026

BY: [signature]

DATE: 8/14/26

P/O: 2026-01486

Reference: Invoice No. 3782064
Client Matter No. 725-1
Notification Email: eftgroup@kutakrock.com

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

Invoice No. 3782064
725-1

Re: .40(C) TIF and Development Agreement

For Professional Legal Services Rendered

07/01/26	R. Balthis	0.50	247.50
07/02/26	R. Balthis	1.20	594.00
07/09/26	R. Balthis	1.00	495.00
07/10/26	R. Balthis	0.30	148.50
07/11/26	R. Balthis	0.20	99.00
07/13/26	R. Balthis	1.60	792.00

[redacted]

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

07/14/26	R. Balthis	0.60	297.00
07/16/26	R. Balthis	0.50	247.50
07/19/26	R. Balthis	0.90	445.50
07/20/26	R. Balthis	4.50	2,227.50
07/21/26	R. Balthis	0.20	99.00
07/22/26	R. Balthis	2.80	1,386.00
07/23/26	R. Balthis	0.50	247.50
07/27/26	R. Balthis	1.00	495.00
07/27/26	M. Ringle	7.80	3,120.00
07/28/26	R. Balthis	2.20	1,089.00
07/29/26	R. Balthis	1.60	792.00

[redacted]

07/30/26	R. Balthis	0.50	247.50	[redacted]
07/31/26	R. Balthis	1.60	792.00	

TOTAL HOURS 29.50

TOTAL FOR SERVICES RENDERED $13,861.50

TOTAL CURRENT AMOUNT DUE $13,861.50

Invoice

RECEIVED
JUL 14 2026
FINANCE DEPT

OSBORN
ENGINEERING

Chris Arrietta
City of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

July 13, 2026
Project No: J20250839.000
Invoice No: 76655

Project J20250839.000 City of Beachwood - Chagrin Boulevard Resurfacing
PO Number: 2026-00358

Professional Services through June 26, 2026

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Base Fee	396,050.00	33.00	130,696.50	79,210.00	51,486.50
Total Fee	396,050.00		130,696.50	79,210.00	51,486.50
	Total Fee				**51,486.50**
			Total this Invoice		**$51,486.50**

Outstanding Invoices

Number	Date	Balance
76090	6/17/2026	22,590.50
Total		**22,590.50**

Total Now Due **$74,077.00**

Billings to Date

	Current	Prior	Total	Received	A/R Balance
Fee	51,486.50	79,210.00	130,696.50		
Totals	**51,486.50**	**79,210.00**	**130,696.50**	**56,619.50**	**74,077.00**

APPROVED
C. Arrietta
CHRISTOPHER ARRIETTA
PUBLIC WORKS DIRECTOR
7/14/26 2026-00358
DATE
CITY OF BEACHWOOD

EFT Payments (preferred):

Bank Info
Name: Dollar Bank
ABA Routing/Transit Routing Number: 241070394
Account Number: 2675509027 (Checking)

ACH Contact Info
Name: Julie Sherwood or Jeff Donovan
Email: oec-acctng@osborn-eng.com
Phone: 216-861-2020 Ext. 13129 or Ext. 13004

Payment by mail:
Osborn Engineering
1111 Superior Ave., STE 2100
Cleveland, OH 44114
t 216-861-2020
www.osborn-eng.com

Invoice

RECEIVED
AUG 25 2026
FINANCE DEPT

OSBORN
ENGINEERING

Chris Arrietta
City of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

August 24, 2026
Project No: J20250839.000
Invoice No: 77617

Project J20250839.000 City of Beachwood - Chagrin Boulevard Resurfacing
PO Number: 2026-00358

Professional Services through July 31, 2026

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Base Fee	396,050.00	50.00	198,025.00	130,696.50	67,328.50
Total Fee	396,050.00		198,025.00	130,696.50	67,328.50
	Total Fee				**67,328.50**
			Total this Invoice		**$67,328.50**

Billings to Date

	Current	Prior	Total	Received	A/R Balance
Fee	67,328.50	130,696.50	198,025.00		
Totals	**67,328.50**	**130,696.50**	**198,025.00**	**130,696.50**	**67,328.50**

C. Arrietta
APPROVED
CHRISTOPHER ARRIETTA
PUBLIC WORKS DIRECTOR
8/25/26
DATE
CITY OF BEACHWOOD

EFT Payments (preferred):

Bank Info
Name: Dollar Bank
ABA Routing/Transit Routing Number: 241070394
Account Number: 2675509027 (Checking)

ACH Contact Info
Name: Julie Sherwood or Jeff Donovan
Email: oec-acctng@osborn-eng.com
Phone: 216-861-2020 Ext. 13129 or Ext. 13004

Payment by mail:

Osborn Engineering
1111 Superior Ave., STE 2100
Cleveland, OH 44114
t 216-861-2020
www.osborn-eng.com

Rec 7/15/26

PERSPECTUS

APPROVED
C. Arrietta
CHRISTOPHER ARRIETTA
PUBLIC WORKS DIRECTOR
7/17/26
DATE
CITY OF BEACHWOOD
2025-02397

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

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

Approved
7/20/26
Finance Director

Invoice number 23980
Date 07/14/2026

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

Professional Services through 06/30/2026

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Basic Services						
Schematic Design / Design Development	38,400.00	100.00	38,400.00	38,400.00	0.00	0.00
Construction Documents	23,040.00	100.00	23,040.00	23,040.00	0.00	0.00
Bidding / Construction	15,360.00	100.00	15,360.00	15,360.00	0.00	0.00
Subtotal	76,800.00	100.00	76,800.00	76,800.00	0.00	0.00
Scope Change Authorizations						
Bidding	5,400.00	100.00	5,400.00	5,400.00	0.00	0.00
SCA 01 - Bidding	9,200.00	25.00	0.00	2,300.00	6,900.00	2,300.00
Subtotal	14,600.00	52.74	5,400.00	7,700.00	6,900.00	2,300.00
Total	91,400.00	92.45	82,200.00	84,500.00	6,900.00	2,300.00

Reimbursable Expenses

Reimbursables

	Date	Units	Cost Rate	Cost Amount	Multiplier	Rate	Billed Amount
Mileage							
	02/20/2026	10.00	0.72	7.20		0.72	7.20
	04/23/2026	40.00	0.72	28.80		0.72	28.80
Printing							
	01/31/2026			4.30	1.10		4.73
	02/28/2026			11.50	1.10		12.65
	04/30/2026			188.70	1.10		207.57
				Phase subtotal			260.95

Invoice total **2,560.95**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23980	07/14/2026	2,560.95	2,560.95				
	Total	2,560.95	2,560.95	0.00	0.00	0.00	0.00

PERSPECTUS

Invoiced printing for 24118 City of Beachwood Public Works Roof Replacement

Jan 1, 2026 to Jan 31, 2026.

Paper Size	Duplex	Color Pages	Grayscale Pages	Total Printed Pages	Jobs	Cost
Account: 24118 City of Beachwood Public Works Roof Replacement						
LETTER(ANSI_A)	Simplex	0	3	3	1	$0.30
LETTER(ANSI_A)	Duplex	0	40	40	1	$4.00
Totals for account "24118 City of Beachwood Public Works Roof Replacement":		**0**	**43**	**43**	**2**	**$4.30**
	Totals:	**0**	**43**	**43**	**2**	**$4.30**

PERSPECTUS

Invoiced printing for 24118 City of Beachwood Public Works Roof Replacement

Feb 1, 2026 to Feb 28, 2026.

Paper Size	Duplex	Color Pages	Grayscale Pages	Total Printed Pages	Jobs	Cost
Account: 24118 City of Beachwood Public Works Roof Replacement						
LETTER (ANSI_A)	Duplex	0	115	115	2	$11.50
Totals for account "24118 City of Beachwood Public Works Roof Replacement":		**0**	**115**	**115**	**2**	**$11.50**
	Totals:	**0**	**115**	**115**	**2**	**$11.50**

ARC DOCUMENT SOLUTIONS LLC
3666 CARNEGIE AVE
CLEVELAND OH 44115-2714

DATE	INVOICE
5/11/2026	510HI9375399

BILL TO:

Perspectus Architecture

Jenna Grushetskiy
1300 East 9th Street
Suite 910
Cleveland, OH 44114
P: (216) 752-1800
F: (216) 752-3833

SHIP TO:

City of Beachwood Public Works

23355 Mercantile Road
Beachwood, OH 44122
P: (216) 292-1922

Purchase Order #	Customer ID	Shipping Method	Payment Terms	Order Due Date	Order
	1020145	ARC DELIVERY	NET30	5/5/2026	510H09321373

Ordered By	Project Number	Project Name
Scott Sturm		City of Beachwood - Public Works Roof Replacement

Quantity Ordered	Quantity Shipped	Quantity BO	UOM	Item Number	Description	Price	Extended Price
189.00	189.00	0.00	SQFT	1600.01	Bond Prints	$0.21	$39.69
			3 sets of 7 (30.00x42.00)				
3	3	0	EACH	1625	Edge Binding	$1.09	$3.27
7	7	0	EACH	6121.2	File Processing	$0.55	$3.85
822	822	0	EACH	1900	8.5 X 11 Copies	$0.098	$80.56
			3 sets of 274				
6	6	0	EACH	1919	Cardstock Covers- 8.5X11	$0.45	$2.70
			3 sets of 2				
3	3	0	EACH	1950.02	GBC Comb Bind Up To 250	$5.00	$15.00
1	1	0	EACH	6151.10	Project Manual Processing	$0.00	$0.00
1	1	0	EACH	5201.03	Zone 3 Delivery/Split	$25.00	$25.00
1	1	0	EACH	5205	Energy / Fuel Surcharge	$4.95	$4.95

Biller: tkinnebrew

Subtotal	$175.02
CC Surcharge	$0.00
Tax	$13.68
Freight	$0.00
Trade Discount	$0.00
Total	**$188.70**
Amount Received	
Total Due	**$188.70**

PERSPECTUS

RECEIVED
AUG 20 2026
FINANCE DEPT

APPROVED
CHRISTOPHER ARRIETTA
PUBLIC WORKS DIRECTOR
8/20/26
DATE
CITY OF BEACHWOOD

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

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

Invoice number 24115
Date 08/13/2026

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

Professional Services through 07/31/2026

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Basic Services						
Schematic Design / Design Development	38,400.00	100.00	38,400.00	38,400.00	0.00	0.00
Construction Documents	23,040.00	100.00	23,040.00	23,040.00	0.00	0.00
Bidding / Construction	15,360.00	100.00	15,360.00	15,360.00	0.00	0.00
Subtotal	76,800.00	100.00	76,800.00	76,800.00	0.00	0.00
Scope Change Authorizations						
Bidding	5,400.00	100.00	5,400.00	5,400.00	0.00	0.00
SCA 01 - Bidding	9,200.00	50.00	2,300.00	4,600.00	4,600.00	2,300.00
Subtotal	14,600.00	68.49	7,700.00	10,000.00	4,600.00	2,300.00
Total	91,400.00	94.97	84,500.00	86,800.00	4,600.00	2,300.00

Reimbursable Expenses

Reimbursables

	Date	Units	Cost Rate	Cost Amount	Multiplier	Rate	Billed Amount
Mileage							
	07/02/2026	20.00	0.72	14.40		0.72	14.40
				Phase subtotal			14.40

Invoice total **2,314.40**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
24115	08/13/2026	2,314.40	2,314.40				
	Total	2,314.40	2,314.40	0.00	0.00	0.00	0.00

INVOICE

Polytech
1185 S Main St
Akron, OH 44301-1322

mquinlan@polytechassoc.com
(330) 434-2344
www.polytechassoc.com

RECEIVED
JUL 23 2026
FINANCE DEPT

Bill to
Beachwood Police Department
2700 Richmond Road
Beachwood, OH 44122

Ship to
Beachwood Police Department
2700 Richmond Road
Beachwood, OH 44122

APPROVED FOR PAYMENT
BY: See Second page
DATE:
P/O: 2026-01596

Invoice details
Invoice no.: 12794
Terms: Net 30
Invoice date: 07/01/2026
Due date: 07/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.			PLEASE REMIT THE SUM OF $4190.00 FOR PHASE I AND LATERAL, PRE OFFER EMPLOYMENT POLYGRAPH TESTING CONDUCTED:			
2.			06/10/2026			
3.		**Beachwood Police Department**	HALASKA, JUSTIN PHASE I	1	$365.00	$365.00
4.		**Beachwood Police Department**	SKARICICH, ANTHONY PHASE I	1	$365.00	$365.00
5.			06/11/2026			
6.		**Beachwood Police Department**	SWANSON, KAMERON PHASE I	1	$365.00	$365.00
7.		**Beachwood Police Department**	ESTREMERA, ANTHONY PHASE I	1	$365.00	$365.00
8.		**Beachwood PD/FD**	ESTREMERA, ANTHONY LATERAL	1	$175.00	$175.00
9.			06/22/2026			
10.		**Beachwood Police Department**	HUJER, JACOB PHASE I	1	$365.00	$365.00
11.		**Beachwood Police Department**	ENGLISH, MAR-CEL PHASE I	1	$365.00	$365.00
12.			06/23/2026			
13.		**Beachwood Police Department**	BATTLE, MICHAEL PHASE I	1	$365.00	$365.00

14.	**Beachwood Police Department**	SLOVER, JARED PHASE I	1	$365.00	$365.00
15.		06/24/2026			
16.	**Beachwood Police Department**	LITVINA, VALERIIA PHASE I	1	$365.00	$365.00
17.	**Beachwood Police Department**	SINGH, PARMENDAH PHASE I	1	$365.00	$365.00
18.		06/25/2026			
19.	**Beachwood Police Department**	THOMPSON, LEE LEE PHASE I	1	$365.00	$365.00
			Total		**$4,190.00**

Scan to pay

BANK

APPROVED FOR PAYMENT

BY: Anthony Crooch Controller

DATE: 7/21/26

P/O: 2026 - 01596

CITY OF Beachwood

PURCHASE ORDER

Page: 1
P.O. Number: **2026-01596**
P.O. Date: 07/14/2026
Req. Number: 26-141-0062-A
Requested By: Whitney Crook
Blanket Type:
Ship Via:
Terms:

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

Vendor 07250
Poly-Tech Associates, Inc.
1185 S. Main Street
Akron, OH 44301

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

Line	Description	Account	Qty	Unit	Price/Unit	Amount
001	Polygraph Testing	101.141.53310				$4,190.00

Page Total: $4,190.00 Purchase Order Total: $4,190.00

Polygraph Testing (Part 2) Police Entry Level and Lateral Transfer

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

7/14/2026

DIRECTOR OF FINANCE **Date**

BEACHWOOD CIVIL SERVICE
INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Whitney Crook, MMC, OCPM, Civil Service Coordinator

DT: July 9, 2026

RE: Request for approval of payment – PolyTech Associates

Approved 7/10/2026

Mayor Berns,

I am requesting approval for payment to PolyTech Associates for polygraph testing conducted as part of both the Police Department Entry-Level and Lateral Transfer candidate processes.

The invoices received are as follows:
- **Polygraphs (Part 1):** $3,780.00 (already paid)
- **Polygraphs (Part 2):** $4,190.00 (outstanding)

The combined total exceeds $5,000.00, so formal approval is required. I respectfully request authorization to process the outstanding payment.

Please let me know if you need any additional information or documentation to support this request.

Thank you for your consideration.

RECEIVED

JUL 24 2026

FINANCE DEPT

ROETZEL

ROETZEL & ANDRESS, A LEGAL PROFESSIONAL ASSOCIATION

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date:	June 27, 2026
Invoice Number:	1552301
Matter Number:	144096.0003
Method of Delivery:	Email

Client: City Of Beachwood
Matter: Routine Legal Services

For professional services rendered through May 31, 2026

Fees	7,752.00
Total Amount Due	**$7,752.00**

Please include Invoice Number or Matter Number with Remittance
Please remit payment upon receipt

APPROVED FOR PAYMENT
BY: [signature]
DATE: 7/1/2026
P/O: 2026-00380

THIS IS A CONFIDENTIAL ATTORNEY|CLIENT COMMUNICATION

ralaw.com

RECEIVED
JUL 24 2026
FINANCE DEPT

ROETZEL
ROETZEL & ANDRESS, A LEGAL PROFESSIONAL ASSOCIATION

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date:	July 01, 2026
Invoice Number:	1552302
Matter Number:	144096.0012
Method of Delivery:	Email

Client: City Of Beachwood
Matter: [redacted]

For professional services rendered through May 31, 2026

Fees	35.00
Total Amount Due	**$35.00**

Please include Invoice Number or Matter Number with Remittance
Please remit payment upon receipt

APPROVED FOR PAYMENT
BY: [signature]
DATE: 7/1/2026
P/O: 2026-00380

THIS IS A CONFIDENTIAL ATTORNEY|CLIENT COMMUNICATION

ralaw.com

RECEIVED

JUL 24 2026

FINANCE DEPT

ROETZEL

ROETZEL & ANDRESS, A LEGAL PROFESSIONAL ASSOCIATION

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date:	June 27, 2026
Invoice Number:	1552303
Matter Number:	144096.0013
Method of Delivery:	Email

Client: City Of Beachwood
Matter: [redacted]

For professional services rendered through May 31, 2026

Fees	1,750.00
Total Amount Due	**$1,750.00**

Please include Invoice Number or Matter Number with Remittance
Please remit payment upon receipt

APPROVED FOR PAYMENT
BY: Matt Kay
DATE: 7/1/2026
P/O: 2026-00380

THIS IS A CONFIDENTIAL ATTORNEY|CLIENT COMMUNICATION

ralaw.com

RECEIVED
JUL 24 2026
FINANCE DEPT

ROETZEL
ROETZEL & ANDRESS, A LEGAL PROFESSIONAL ASSOCIATION

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date:	June 27, 2026
Invoice Number:	1552330
Matter Number:	144096.0005
Method of Delivery:	Email

Client: City Of Beachwood
Matter: Special Legal Services

For professional services rendered through May 31, 2026

Fees	6,440.00
Total Amount Due	**$6,440.00**

Please include Invoice Number or Matter Number with Remittance
Please remit payment upon receipt

APPROVED FOR PAYMENT
BY: [signature]
DATE: 7/1/2026
P/O: 2026-00380

THIS IS A CONFIDENTIAL ATTORNEY|CLIENT COMMUNICATION

ralaw.com

RECEIVED
JUL 30 2026
FINANCE DEPT

ROETZEL
ROETZEL & ANDRESS, A LEGAL PROFESSIONAL ASSOCIATION

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date:	July 21, 2026
Invoice Number:	1555467
Matter Number:	144096.0013
Method of Delivery:	Email

Client: City Of Beachwood
Matter: [redacted]

For professional services rendered through June 30, 2026

Fees	3,955.00
Total Amount Due	**$3,955.00**

Please include Invoice Number or Matter Number with Remittance
Please remit payment upon receipt

APPROVED FOR PAYMENT
BY: [signature]
DATE: 7/29/2026
P/O: 2026-00380

THIS IS A CONFIDENTIAL ATTORNEY|CLIENT COMMUNICATION

ralaw.com

RECEIVED
JUL 30 2026
FINANCE DEPT

ROETZEL
ROETZEL & ANDRESS, A LEGAL PROFESSIONAL ASSOCIATION

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date:	July 21, 2026
Invoice Number:	1555468
Matter Number:	144096.0005
Method of Delivery:	Email

Client: City Of Beachwood
Matter: Special Legal Services

For professional services rendered through June 30, 2026

Fees	7,955.00
Total Amount Due	**$7,955.00**

Please include Invoice Number or Matter Number with Remittance
Please remit payment upon receipt

APPROVED FOR PAYMENT
BY: [signature]
DATE: 7/29/2026
P/O: 2026-00380

THIS IS A CONFIDENTIAL ATTORNEY|CLIENT COMMUNICATION

ralaw.com

RECEIVED
JUL 30 2026
FINANCE DEPT

ROETZEL
ROETZEL & ANDRESS, A LEGAL PROFESSIONAL ASSOCIATION

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date:	July 21, 2026
Invoice Number:	1555469
Matter Number:	144096.0003
Method of Delivery:	Email

Client: City Of Beachwood
Matter: Routine Legal Services

For professional services rendered through June 30, 2026

Fees	8,880.00
Total Amount Due	**$8,880.00**

Please include Invoice Number or Matter Number with Remittance
Please remit payment upon receipt

APPROVED FOR PAYMENT
BY: [signature]
DATE: 7/29/2026
P/O: 2026-00380

THIS IS A CONFIDENTIAL ATTORNEY|CLIENT COMMUNICATION

ralaw.com

ARCHITECTURE

RECEIVED
JUL 24 2026
FINANCE DEPT

Invoice

Date	6/30/2026
Invoice #	PE1334

Remit Payment to :
Sixmo Architecture
204 Front Street
Marietta, OH 45750

Bill To
City of Beachwood
25325 Fairmount Blvd
Beachwood, OH 44122

Project
Beachwood Plan Exams 2026

For questions regarding this invoice :
Contact Sheree Wilson at 740-809-2400 ext. 118

P.O. Number	Payment Terms
	Net 30

Description		Current Billing
CBLDALT-2026-68	Chase Properties Alterations	250.00
CBLDALT-2026-30	AH Ahuja Cath Lab	93.75
CBLDFA-2026-29	Corporate Living at UH Beachwood FA	125.00
CBLDFA-2026-31	BASF Warehouse FA	93.75
CBLDFA-2026-28	Beachwood High School FA	125.00

Total Due : $687.50

101 General $ 468.75
783 Deposit $ 218.75

APPROVED FOR PAYMENT
BY: Dan Gallagher
DATE: 7-8-26
P/O: 2026-00082

ARCHITECTURE

PLAN EXAMINATION FEE CALCULATION

City of Beachwood
25325 Fairmount Blvd
Brian Roenigk, Building Commissioner

Plan Review / Invoice No.: 2025-09181

Plans Examiner:	April Skurka, Combination Examiner, CE-004713
Remit Payment to:	**SIXMO Architecture 204 Front Street, Marietta, Ohio 45750**
Date of Initial Review:	December 29, 2025
Date of 2nd Review:	March 5, 2026
Date of 3rd Review:	June 3, 2026
Project Name:	UH Ahuja Cath Lab
Project Address:	3999 Richmond Road
Project Description:	Alteration
Area of Work:	897 sf

Initial Submittal:

Initial Review Date: December 29, 2025

_____	hours @	$125.00		$ _____
Estimated Reimbursables:				$ _____
			Sub-Total	$ 0.00

Subsequent Review:

Review Date: June 3, 2026

0.75	hours @	$125.00		$ 93.75
Estimated Reimbursables:				$ _____
			Sub-Total	$ 93.75

Current Grand Total **$ 93.75**

ARCHITECTURE

PLAN EXAMINATION FEE CALCULATION

City of Beachwood
25325 Fairmount Blvd
Brian Roenigk, Building Commissioner

Plan Review / Invoice No.: CBLDALT-2026-68

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

Date of Initial Review: June 1, 2026

Project Name: Chase Properties Alterations
Project Address: 3333 Richmond Road
Project Description: Alteration
Area of Work: 5,500 sf

Initial Submittal:

Initial Review Date: June 1, 2026

2 hours @ $125.00 $ 250.00

Estimated Reimbursables: $

Sub-Total $ 250.00

Subsequent Review:

Review Date:

hours @ $125.00 $

Estimated Reimbursables: $

Sub-Total $ 0.00

Current Grand Total **$ 250.00**

ARCHITECTURE

PLAN EXAMINATION FEE CALCULATION

City of Beachwood
25325 Fairmount Blvd
Traci Gallagher, Acting Building Commissioner

Plan Review / Invoice No.: CBLDFA-2026-28

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

Date of Initial Review: June 30, 2026

Project Name: Beachwood High School FA
Project Address: 21500 Fairmount Boulevard
Project Description: Fire Alarm
Area of Work: not provided

Initial Submittal:

Initial Review Date: June 30, 2026

1	hours @	$125.00		$ 125.00
Estimated Reimbursables:				$
			Sub-Total	$ 125.00

Subsequent Review:

Review Date: _____

_____	hours @	$125.00		$
Estimated Reimbursables:				$
			Sub-Total	$ 0.00

Current Grand Total **$ 125.00**

ARCHITECTURE

PLAN EXAMINATION FEE CALCULATION

City of Beachwood
25325 Fairmount Blvd
Brian Roenigk, Building Commissioner

Plan Review / Invoice No.: CBLDFA-2026-29

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

Date of Initial Review: June 9, 2026

Project Name: Corporate Living at UH Beachwood FA
Project Address: 3700 East Drive
Project Description: Fire Alarm Alteration
Area of Work: 2,244 sf

Initial Submittal:

Initial Review Date: June 9, 2026

1 hours @ $125.00 $ 125.00

Estimated Reimbursables: $

Sub-Total $ 125.00

Subsequent Review:

Review Date:

hours @ $125.00 $

Estimated Reimbursables: $

Sub-Total $ 0.00

Current Grand Total **$ 125.00**

ARCHITECTURE

PLAN EXAMINATION FEE CALCULATION

City of Beachwood
25325 Fairmount Blvd
Traci Gallagher, Acting Building Commissioner

Plan Review / Invoice No.: CBLDFA-2026-31

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

Date of Initial Review: June 23, 2026

Project Name: BASF Warehouse FA
Project Address: 23800 Mercantile Road
Project Description: Fire Alarm
Area of Work: 11,518 sq. ft.

Initial Submittal:

Initial Review Date: June 23, 2026

0.75	hours @	$125.00		$ 93.75
Estimated Reimbursables:				$
			Sub-Total	$ 93.75

Subsequent Review:

Review Date: _____

_____	hours @	$125.00		$
Estimated Reimbursables:				$
			Sub-Total	$ 0.00

Current Grand Total **$ 93.75**

ARCHITECTURE

RECEIVED
AUG 10 2026
FINANCE DEPT

Invoice

Date 7/31/2026
Invoice # PE1354

Remit Payment to :
Sixmo Architecture
204 Front Street
Marietta, OH 45750

Bill To
City of Beachwood
25325 Fairmount Blvd
Beachwood, OH 44122

Project
Beachwood Plan Exams 2026

For questions regarding this invoice :
Contact Sheree Wilson at 740-809-2400 ext. 118

P.O. Number	Payment Terms
	Net 30

Description		Current Billing
CBLDMISCE-2026-24	Cleveland Clinic Drone Delivery	156.25
2025-08844	UHPC/SC/RP Alterations	93.75
CBLDALT-2026-89	Advantage Diagnostics MRI Renovation	250.00

Total Due : $500.00

APPROVED FOR PAYMENT
BY: Sean A. Gallagher
DATE: 8-10-26
P/O:

ARCHITECTURE

PLAN EXAMINATION FEE CALCULATION

City of Beachwood
25325 Fairmount Blvd
Traci Gallagher, Acting Building Commissioner

Plan Review / Invoice No.: 2025-08844

Plans Examiner:	April Skurka, Combination Examiner, CE-004713
Remit Payment to:	**SIXMO Architecture 204 Front Street, Marietta, Ohio 45750**
Date of Initial Review:	December 2, 2025
Date of 2nd Review:	March 27, 2026
Date of 3rd Review:	May 6, 2026
Date of 4th Review:	July 17, 2026
Project Name:	UHPC Alterations
Project Address:	3700 Park East Dr.
Project Description:	Alteration
Area of Work:	15,350 sf

Initial Submittal:

Initial Review Date: December 2, 2025

_____ hours @ $125.00 $ _____

Estimated Reimbursables: $ _____

Sub-Total $ 0.00

Subsequent Review:

Review Date: July 17, 2026

0.75 hours @ $125.00 $ 93.75

Estimated Reimbursables: $ _____

Sub-Total $ 93.75

Current Grand Total **$ 93.75**

ARCHITECTURE

PLAN EXAMINATION FEE CALCULATION

City of Beachwood
25325 Fairmount Blvd
Traci Gallagher, Acting Building Commissioner

Plan Review / Invoice No.: CBLDMISCE-2026-24

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

Date of Initial Review: July 1, 2026

Project Name: Cleveland Clinic Drone Delivery Electrical
Project Address: 3175 Science Park Drive
Project Description: Electric Only
Area of Work: 2,100 sf

Initial Submittal:

Initial Review Date: July 1, 2026

1.25 hours @ $125.00 $ 156.25

Estimated Reimbursables: $

Sub-Total $ 156.25

Subsequent Review:

Review Date:

hours @ $125.00 $

Estimated Reimbursables: $

Sub-Total $ 0.00

Current Grand Total **$ 156.25**

ARCHITECTURE

PLAN EXAMINATION FEE CALCULATION

City of Beachwood
25325 Fairmount Blvd
Traci Gallagher, Acting Building Commissioner

Plan Review / Invoice No.: CBLDALT-2026-89

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

Date of Initial Review: July 28, 2026

Project Name: Advantage Diagnostics MRI Renovation
Project Address: 3733 Park East Drive, Suite 100
Project Description: Alteration
Area of Work: 1,230 sf

Initial Submittal:

Initial Review Date: July 28, 2026

2 hours @ $125.00 $ 250.00

Estimated Reimbursables: $

Sub-Total $ 250.00

Subsequent Review:

Review Date:

hours @ $125.00 $

Estimated Reimbursables: $

Sub-Total $ 0.00

Current Grand Total **$ 250.00**

MHW

MICHAEL H. WILDERMUTH, AIA, ARCHITECT

RECEIVED
JUL 24 2026
FINANCE DEPT

July 6, 2026

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

Re: Building Department
INVOICE
Plan Review Services for June 2026

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

Plan Review for the month of June 2026..... . $500.00
Cost Breakdown Sheet Attached

Total amount due.....$500.00

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

APPROVED FOR PAYMENT
BY: Fran Gallagher
DATE: 7-8-26
P/O: 2026-00082

783 Deposit $250.00
101 General $250.00

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

June 6, 2026

MHW

MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

		June 2026 Beachwood Plan Review		
MHW Job No	Beachwood Receipt No.	Job Name	Time	
CB2615-1 6/14/2026	CBDFA2026-30	Vantage Rec Building FA	2.0 H	$250.00
CB2541-3 7/1/2026	2025 – 144303-3	BASF Bulletin 3	2.0 H	$250.00
		Total	**4.0 H**	**$500.00**

MHW

MICHAEL H. WILDERMUTH, AIA, ARCHITECT

RECEIVED
AUG 12 2026
FINANCE DEPT

August 10, 2026

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

Re: Building Department
INVOICE
Plan Review Services for July 2026

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

Plan Review for the month of July 2026..... . $3,000.00
Cost Breakdown Sheet Attached

Total amount due.....$3,000.00

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

APPROVED FOR PAYMENT
BY: Lisa Gallagher
DATE: 8-11-26
P/O:

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

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

		July 2026 Beachwood Plan Review		
MHW Job No	Beachwood Receipt No.	Job Name	Time	
CB2618-1 7/11/2026	CBLDFRSUPP2026-4	Yeshivas Ahavas Torah FA	2.0 H	$250.00
CB2619-1 7/11/2026	CBLDDEMOINT2026-1	Comm PK 4 DEMO	3.5 H	$437.50
CB2620-1 7/11/2026	CBLDALT2026-81	FMG Offices	4.0 H	$500.00
CB2621-1 8-3-2026	CBLDALT2026-36	Point East Apts Unit T-2	3.0 H	$375.00
CB2622-1 7/26/2026	CBLDALT2026-94	3050 Science Park CCF NI Hub	4.0 H	$500.00
CB2623-1 7/26/2026	CBLDALT2026-97	26600 George Zeiger Four Seasons 3 Alterations	4.0 H	$500.00
CB2624-1 8-2-2026	CBLDALT2026-91	Bellmark Office Alterations	3.5 H	$437.50
		Total	**24.0 H**	**$3,000.00**

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Justin Berns; Finance Chair Jillian Delong
FROM: Larry Heiser, Finance Director LAH
DATE: August 19, 2026
SUBJECT: Admissions and Lodging Tax

Current Admissions tax 191.05 Certificate of Registration reads as follows

Any person conducting or operating any place for entrance to which an admission charge is made shall, on a form prescribed by the Finance Director, make application to and procure from the Finance Director a certificate of registration, the fee for which shall be as prescribed in Section 705.01 of the Business Regulation Code, which certificate shall continue valid until December 31 of the year in which the same is issued. Such certificate of registration, or duplicate original copies thereof to be issued by the Finance Director without additional charge, shall be posted in a conspicuous place in each ticket or box office where tickets of admission are sold.

Current Lodging Tax 195.04 Certificate of Registration reads as follows:

Any person conducting or operating any place for lodging for transient guests shall, on a form prescribed by the Director of Finance, make application to and procure from the Director of Finance a certificate of registration, the fee for which shall be one dollar ($1.00) which certificate shall continue valid until December 31 of the year in which the same is issued. Such certificate of registration, or duplicate original copies thereof to be issued by the Director of Finance without additional charge, shall be posted in a conspicuous place in each ticket or box office where tickets of admission are sold.

The City finance department has not collected $5 or $1 per calendar year for over 20 years. The main objective for both revenue sources is the collection of lodging and admissions tax not a registration fee. I am recommending the removal of the fee in sections 191.05 and 195.04 and the remainder of the Chapter identifies the responsibilities related to collection and payment of such tax which the City has had a high level of compliance.

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

Please call or email if you have any questions.

INTRODUCED BY: ORDINANCE NO: 2026-31

AN ORDINANCE AMENDING BEACHWOOD CODIFIED ORDINANCE SECTION 191.05 TITLED "CERTIFICATE OF REGISTRATION"; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council has previously adopted Beachwood Codified Ordinance Section 191.05, titled "Certificate of Registration," governing the requirement for operators of places charging admissions to obtain a certificate of registration;

WHEREAS, the Finance Department has determined that the City has not collected the registration fee associated with such certificates for more than twenty years, and has further found that the primary purpose of the admissions tax chapter of the Codified Ordinances is the proper collection and remittance of admissions taxes, rather than the assessment of a registration fee;

WHEREAS, Council desires to amend BCO Section 191.05 to remove the obsolete registration fee requirement, while retaining the provisions necessary to ensure continued compliance with the City's admissions tax requirements.

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

Section 1: Council hereby amends Beachwood Codified Ordinance Section 191.05, titled "Certificate of Registration", to read and provide, in its entirety, as set forth in **Exhibit "A"** which is attached hereto and fully incorporated by reference herein.

Section 2: Existing Beachwood Codified Ordinance Section 191.05, titled "Certificate of Registration" is hereby repealed.

Section 3: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its communities that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 4: This Ordinance is declared to be an urgent measure necessary for the preservation of the public peace, health, safety, or the efficient operation of the City, and for the further reason that the immediate removal of the obsolete admissions tax registration fee requirement is needed to ensure clarity in the administration and enforcement of the City's admissions tax requirements and to maintain continued compliance with tax remittance; 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 8th day of September, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of September, 2026.

_____
Clerk

Approval: I have approved this legislation this 9th day of September, 2026, and filed it with the Clerk.

_____
Mayor

EXHBIT "A"

191.05 Certificate of registration.

Any person conducting or operating any place for entrance to which an admission charge is made shall, on a form prescribed by the Finance Director, make application to and procure from the Finance Director a certificate of registration~~, the fee for which shall be as prescribed in Section 705.01 of the Business Regulation Code,~~ which certificate shall continue valid until December 31 of the year in which the same is issued. Such certificate of registration, or duplicate original copies thereof to be issued by the Finance Director without additional charge, shall be posted in a conspicuous place in each ticket or box office where tickets of admission are sold.

~~(1964 Code §63.05)~~

INTRODUCED BY: ORDINANCE NO: 2026-32

AN ORDINANCE AMENDING BEACHWOOD CODIFIED ORDINANCE SECTION 195.04 TITLED "CERTIFICATE OF REGISTRATION"; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council has previously adopted Beachwood Codified Ordinance Section 195.04, titled "Certificate of Registration," governing the requirement for operators of places providing lodging for transient guests to obtain a certificate of registration;

WHEREAS, the Finance Department has determined that the City has not collected the registration fee associated with such certificates for more than twenty years, and has further found that the primary purpose of the lodging tax chapter of the Codified Ordinances is the proper collection and remittance of lodging taxes, rather than the assessment of a registration fee;

WHEREAS, Council desires to amend BCO Section 195.04 to remove the obsolete registration fee requirement, while retaining the provisions necessary to ensure continued compliance with the City's lodging tax requirements.

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

Section 1: Council hereby amends Beachwood Codified Ordinance Section 195.04, titled "Certificate of Registration", to read and provide, in its entirety, as set forth in **Exhibit "A"** which is attached hereto and fully incorporated by reference herein.

Section 2: Existing Beachwood Codified Ordinance Section 195.04, titled "Certificate of Registration" is hereby repealed.

Section 3: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its communities that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 4: This Ordinance is declared to be an urgent measure necessary for the preservation of the public peace, health, safety, or the efficient operation of the City, and for the further reason that the immediate removal of the obsolete lodging-tax registration fee requirement is needed to ensure clarity in the administration and enforcement of the City's lodging tax requirements and to maintain continued compliance with tax remittance; 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 8th day of September, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of September, 2026.

_____
Clerk

Approval: I have approved this legislation this 9th day of September, 2026, and filed it with the Clerk.

_____
Mayor

EXHBIT "A"

195.04 Certificate of registration.

Any person conducting or operating any place for lodging for transient guests shall, on a form prescribed by the Director of Finance, make application to and procure from the Director of Finance a certificate of registration~~, the fee for which shall be one dollar ($1.00)~~ which certificate shall continue valid until December 31 of the year in which the same is issued. Such certificate of registration, or duplicate original copies thereof to be issued by the Director of Finance without additional charge, shall be posted in a conspicuous place in each ticket or box office where tickets of admission are sold.

~~**(Ord. 1968-81. Passed 10-21-68)**~~

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Justin Berns Finance Chair Jillian Delong
FROM: Larry A. Heiser, Finance Director
RE: Street Lighting Blossom Lane and George Zeiger
DATE: August 19, 2026

With the passage of both the Resolutions of Necessity and the Improvement for Streetlights on Blossom Drive and George Zieger Drive, the final step is an ordinance to assess the property owners who have not yet paid the invoices I sent out at the end of April. As a refresher, it is necessary for the City to have a revenue source to pay for the streetlights on Blossom and George Zieger. The cost each year is determined by dividing the appropriate invoice for city streetlights by the number of lights on each street including the electrical consumption fees. The amount listed on the assessment sheet which is sent to the County is the yearly total for the 5 year period.

The attached listings are those property owners who have not yet paid the invoices I sent out.
If a property owner pays the assessment between now and September 8, I will remove the property from the listing. If a property owner pays after the ordinance is passed and prior to next February, I will reach out to the County and have the assessment removed from the respective property tax duplicate.

With your approval I would like to place this ordinance on the September 8th Council agenda, documentation is due to the County by September 14, 2026.

Please let me know if you have any questions.

Thank You.

INTRODUCED BY: ORDINANCE NO. 2026-33

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE COST OF IMPROVING BLOSSOM ROAD BETWEEN CERTAIN TERMINI IN THE CITY OF BEACHWOOD BY PROVIDING STREET LIGHTING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City has previously authorized and requested The Illuminating Company, the City Engineer and the Finance Director to prepare specifications and an estimate of cost for the improvement described in Section 1;

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

Section 1. The special assessments for the cost and expense of improving the properties in the City of Beachwood located on Blossom Road from Timberlane Road to the southerly terminus of Blossom Road by providing street lighting for a period of five years with seven underground-fed, 100-watt high pressure sodium post top lamps pursuant to Resolution No. 2021-4, adopted on June 7, 2021, amounting in the aggregate of the annual amount charged by The Cleveland Electric Illuminating Company, which was filed and are on file with the Clerk of Council, are adopted and confirmed. Those special assessments are levied and assessed upon the lots and lands provided for in Resolution No. 2021-4 in the respective amounts set forth in the schedule of special assessments on file, which special assessments are in proportion to the special benefits and are not in excess of any statutory limitation.

Section 2. This Council finds and determines that the special assessments are in the same proportion to the estimated special assessments as the actual cost of the improvement is to the estimated cost of the improvement as originally filed.

Section 3. The special assessment against each lot or parcel of land shall be payable in cash no later than September 14, 2026, or at the option of the owner in five annual installments. All cash payments shall be made to the Finance Director of this City. All special assessments remaining unpaid at the expiration of that cash payment period shall be certified by the Clerk of Council and Finance Director to the County Fiscal Officer as provided by law to be placed on the tax duplicate and collected as taxes are collected.

Section 4. The Clerk of Council shall cause a notice of the passage of this Ordinance to be published once in a newspaper of general circulation in this City and shall keep on file in the office of the Clerk of Council the special assessments.

Section 5. The Clerk of Council shall deliver a certified copy of this ordinance to the County Fiscal Officer within 20 days after its passage.

Section 6. 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 7. This Ordinance 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 this ordinance must be immediately effective so that the levy of the special assessments is effective at once to begin the cash payment period in order that advances made by this City in anticipation of that levy to pay costs of the improvement may be repaid from payments of the assessments in cash and the collection of those assessments which assessments must be certified to the County Fiscal Officer by the date established by law and thereby preserve the credit of the City; 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 8th day of September, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of September, 2026.

_____
Clerk

Approval: I have approved this legislation this 9th day of September, 2026, and filed it with the Clerk.

_____
Mayor

Exhibit A

PARCEL ID IN PARCEL # ORDER	CITY OF BEACHWOOD SPA AMOUNT 2026-2030

12 TOTAL PARCELS Blossom Lane Street Light Assessments

741-16-059	75.71
741-16-060	75.71
741-16-065	75.71
741-16-070	75.71
741-16-071	75.71
741-16-072	75.71
741-16-073	75.71
741-16-075 and 049	75.71
741-16-078	75.71
741-16-079	75.71
741-16-081	75.71
TOTAL	**832.81**

As of 09/2/2026 LAH

INTRODUCED BY: ORDINANCE NO. 2026-34

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE COST OF IMPROVING GEORGE ZEIGER DRIVE BETWEEN CERTAIN TERMINI IN THE CITY OF BEACHWOOD BY PROVIDING STREET LIGHTING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City has previously authorized and requested The Illuminating Company, the City Engineer and the Finance Director to prepare specifications and an estimate of cost for the improvement described in Section 1;

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

Section 1. The special assessments for the cost and expense of improving the properties in the City of Beachwood located on George Zeiger Drive from Cedar Road to Richmond Road by providing street lighting for a period of five years within underground-fed, shoe box on steel poles, 250-watt high pressure sodium lamps pursuant to Resolution No. 2021-5, adopted on June 7, 2021, amounting in the aggregate of the annual amount charged by The Cleveland Electric Illuminating Company, which was filed and are on file with the Clerk of Council, are adopted and confirmed. Those special assessments are levied and assessed upon the lots and lands provided for in Resolution No. 2021-5 in the respective amounts set forth in the schedule of special assessments on file, which special assessments are in proportion to the special benefits and are not in excess of any statutory limitation.

Section 2. This Council finds and determines that the special assessments are in the same proportion to the estimated special assessments as the actual cost of the improvement is to the estimated cost of the improvement as originally filed.

Section 3. The special assessment against each lot or parcel of land shall be payable in cash no later than September 14, 2026, or at the option of the owner in five annual installments. All cash payments shall be made to the Finance Director of this City. All special assessments remaining unpaid at the expiration of that cash payment period shall be certified by the Clerk of Council and Finance Director to the County Fiscal Officer as provided by law to be placed on the tax duplicate and collected as taxes are collected.

Section 4. The Clerk of Council shall cause a notice of the passage of this Ordinance to be published once in a newspaper of general circulation in this City and shall keep on file in the office of the Clerk of Council the special assessments.

Section 5. The Clerk of Council shall deliver a certified copy of this ordinance to the County Fiscal Officer within 20 days after its passage.

Section 6. 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 7. This Ordinance 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 this ordinance must be immediately effective so that the levy of the special assessments is effective at once to begin the cash payment period in order that advances made by this City in anticipation of that levy to pay costs of the improvement may be repaid from payments of the assessments in cash and the collection of those assessments which assessments must be certified to the County Fiscal Officer by the date established by law and thereby preserve the credit of the City; 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 8th day of September, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of September, 2026.

_____
Clerk

Approval: I have approved this legislation this 9th day of September, 2026, and filed it with the Clerk.

_____
Mayor

Exhibit A

PARCEL ID IN PARCEL # ORDER	CITY OF BEACHWOOD GEORGE ZIEGER STREET LIGHT ASSESSMENTS 2026-2030
13 TOTAL PARCELS	
741-24-025	8,892.82
741-24-008	1,119.85
741-24-009	1,141.88
741-24-020	299.63
741-25-009	596.22
741-25-010	1,055.14
741-25-012	627.08
741-24-019	306.81
741-24-021	114.19
741-24-022	1,021.67
741-25-003	1,534.04
741-25-004	1,534.04
741-25-005	398.85
TOTAL	**18,642.22**

As of 08/19/2026 LAH

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Justin Berns, Finance Chair Jillian DeLong, Council President Danielle Shoykhet
FROM: Larry A. Heiser, Finance Director
RE: Special Assessments
DATE: September 2, 2026

I have attached a special assessment list with this memo. Total to be assessed is $750. All 6 properties were declared nuisances under Beachwood Codified Ordinances. All properties have been sent invoices from the Beachwood Finance Department. The listed parcels have invoice dates from May 2026 through August 11, 2026. If payment is received by the city before year end, the finance department will notify the County to remove it from abatement filing.

INTRODUCED BY: ORDINANCE NO. 2026-35

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE COST OF ABATING NUISANCES AT CERTAIN PROPERTIES WITHIN THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to City of Beachwood Codified Ordinance Section 660.20, the Public Works Director has declared certain properties, as more fully described on the attached assessment list, to be public nuisances;

WHEREAS, by previous written notices to the subject property owners, the City ordered the violations to be corrected;

WHEREAS, the property owners failed to correct the violations; and

WHEREAS, the Public Works Director has, therefore, abated the nuisances at the subject properties.

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

Section 1: Pursuant to Beachwood Codified Ordinance Section 660.20, the Finance Director is hereby authorized to levy special assessments for the cost of abating the nuisances on the certification list, which is attached hereto and incorporated herein as **Exhibit "A"**.

Section 2: The Clerk of Council shall forthwith deliver a certified copy of this Ordinance to the County Fiscal Officer after its passage.

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 Ordinance 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 assessments may be levied and placed on the tax duplicate prior to the deadline established by the County Fiscal Officer; 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 8th day of September, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of September, 2026.

_____
Clerk

Approval: I have approved this legislation this 9th day of September, 2026, and filed it with the Clerk.

_____
Mayo

Exhibit A

CITY OF BEACHWOOD LAWN ABATEMENT ASSESSMENT 2025

PARCEL ID IN PARCEL # ORDER	SPA AMOUNT	
6 TOTAL PARCELS		
741-01-011	125.00	2120 Cedarview
741-08-109	125.00	2549 Larchmont
741-10-007	125.00	2361 Green
741-17-043	125.00	24061 Fairmont
741-35-005	125.00	26930 Hurlingham
742-02-086	125.00	2980 Richmond
TOTAL	**750.00**	

LAH 09 02 26

BEACHWOOD PUBLIC WORKS DEPARTMENT
INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: August 11, 2026

RE: Council Agenda Item: Rustbelt Riders Program

Rustbelt Riders has added an additional collection container to support the growing participation in our Food Recycling Program. With the increased volume of material being collected, we anticipate a rise in monthly costs to approximately $3,100 over the next five months. To accommodate this increase, we are requesting that program funding be adjusted not to exceed $34,500.

With your approval, I would like to place this item on the next Council agenda.

INTRODUCED BY: RESOLUTION NO. 2026-77

A RESOLUTION AUTHORIZING AN EXPENDITURE FOR RUST BELT RIDERS COMPOSTING SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood entered into a Services Agreement with Rust Belt Riders Composting, LLC effective April 22, 2024, for food-waste composting services;

WHEREAS, on March 17, 2025, the Parties executed a Contract Addendum amending the rate to Eighty-Five Dollars ($85.00) per 64-gallon container drop-off;

WHEREAS, the City continues to require composting services to support municipal sustainability initiatives and provide waste-diversion opportunities for Beachwood residents;

WHEREAS, Rust Belt Riders Composting, LLC has continued to provide reliable composting services to the City under the existing Agreement and Addendum, and an expenditure authorization is now required to continue these services; and

WHEREAS, City Council finds it to be in the best interest of the City to authorize the expenditure administer the ongoing agreement for composting services.

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 Mayor to continue the agreement with Rust Belt Riders Composting, LLC for municipal composting services in an amount not to exceed Thirty-Four Thousand Five Hundred Dollars ($34,500.00), as set forth in **Exhibit "A",** a copy of which is attached hereto and incorporated herein.

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

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 that it is necessary to ensure the uninterrupted continuation of composting services for City facilities and residents; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

25401421 _1

Attest: I hereby certify this legislation was duly adopted on the 8th day of September, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of September, 2026.

_____
Clerk

Approval: I have approved this legislation this 9th day of September, 2026, and filed it with the Clerk.

_____
Mayor

INTRODUCED BY: RESOLUTION NO. 2026-78

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COST SHARING AGREEMENT WITH THE VILLAGE OF HIGHLAND HILLS, OHIO, FOR A CONCRETE REPAIR PROJECT AT THE INTERSECTIONS OF HARVARD ROAD AND ROBERT BISHOP DRIVE AND EATON DRIVE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the concrete pavement at the intersections of Harvard Road and Robert Bishop Drive and Eaton Drive, which are partially situated in the City of Beachwood, Ohio ("City"), and in the Village of Highland Hills, Ohio ("Village"), is deteriorating and in need of repair which necessitates a public improvement project (the "Project");

WHEREAS, the Village has taken the initiative to publicly competitively bid the construction contract for the Project and has accepted responsibility for the design engineering and other costs;

WHEREAS, the Village and City propose to split the total Project costs by entering into a cost sharing agreement whereby those costs will be allocated to each party based upon the actual quantities of materials, labor and services used and expended within each municipality;

WHEREAS, the City Engineer has reviewed the costs for the Project and determined that they are appropriate and reasonable and that the proposed splits of the costs to each party are based upon accurate data;

WHEREAS, the total estimated cost to be allocated between the parties is estimated to be $262,787.25, which includes a $15,000 contingency amount for currently unforeseen costs, and of which the proposed cost share to the City is $49,510.72.

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

Section 1: The Mayor is hereby authorized to enter into a Cost Sharing Agreement for the Project in a form as proposed in **Exhibit "A"**, which is attached hereto and incorporated herein by reference and which shall be approved by the Law Director, in an amount not to exceed Forty-Nine Thousand Five Hundred Ten Dollars and Seventy-Two Cents ($49,510.72).

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

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 that it is necessary to commence the construction of the Project at the earliest possible time during this construction season; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the ___ day of September, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ___ day of September, 2026.

_____
Clerk

Approval: I have approved this legislation this ____ day of September, 2026, and filed it with the Clerk.

_____
Mayor

EXHIBIT A

COST SHARING AGREEMENT
between
CITY OF BEACHWOOD, OHIO
and
VILLAGE OF HIGHLAND HILLS, OHIO

This Agreement (the "Agreement") has been made and entered into as of the _____ day of _____, 2026, ("Effective Date") between the **CITY OF BEACHWOOD, OHIO** (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio, and the **VILLAGE OF HIGHLAND HILLS, OHIO** (the "Village"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio. (The City and the Village are each referred to as a Party" and collectively referred to sometimes as the "Parties.")

W I T N E S S E T H :

WHEREAS, Harvard Road is partially in both the City and the Village from Green Road to Richmond Road and at the intersection of Robert Bishop Drive and Eaton Drive there is a need for concrete repairs to the Harvard Road surface;

WHEREAS, the Village has authorized Susan Hamilton of Hovanscek and Associates (the "Engineer") to complete the design plans for the Harvard Road at Robert Bishop/Eaton Concrete Repair Project (the "Project"), which is located partially in the City and partially in the Village;

WHEREAS, the Engineer has calculated the square yards of pavement to be improved and has determined that 11% of the pavement for the Project is located in the City, and the remaining percentage of the pavement is located in the Village;

WHEREAS, the Village has agreed to assume the responsibility for design engineering, surveying, and construction observation/inspection for the Project by the Engineer and/or the Engineer's designee(s) and the responsibility for the public competitive bidding and award of a

contract for the labor and materials for construction of the Project.

NOW, THEREFORE, the City and the Village agree as follows:

Section 1. Lead Engineer.

The City and Village agree that the Engineer shall take the lead in planning, development, design, surveying, and construction observation/inspection of the Project. The City and Village agree that the Village shall also take the lead in the Project and sign all necessary and related documents related to the Project.

Section 2. Provision of Documents to the City.

The City will be provided copies of all documents and plans generated by the Village and/or Engineer or other parties regarding the Project.

Section 3. Review by the City Engineer of Design.

The City's engineer shall be invited to review and submit approval on behalf of the City in the design of the Project, which approval shall not be unreasonably withheld.

Section 4. Project Funding.

The Village Engineer has designed the Project and solicited for competitive bidding. The Village Council approved and awarded a contract to the Perk Company in the amount not to exceed $227,930.00. Both the City and the Village agree to be responsible for all costs or expenses related to the planning, development, design, surveying, construction, and construction observation/inspection of the Harvard Road at Robert Bishop/Eaton Concrete Repair Project (the "Project Costs") in the manner and percentages for each Party as set forth below.

The City agrees to reimburse the Village for a portion of the Project Costs as set forth in **Exhibit A,** attached hereto and incorporated herein by reference. The Project as designed may have contingencies which may not be known until the construction phase. A contingency amount has been set forth in **Exhibit A** in the amount of Fifteen Thousand Dollars ($15,000). The Village Engineer and the City Engineer shall confer, discuss and agree upon the final Project Costs after

agreement on the contingencies and shall jointly certify the final total cost to the respective City Finance Director for final payment by the City to the Village under this Agreement. In any event, the City's share of the Project Costs for reimbursement to the Village shall not exceed Forty-Nine Thousand Five Hundred Ten Dollars and Seventy-Two Cents ($49,510.72), as set forth in **Exhibit A**.

Section 5. Consent for the Project.

The City and the Village agree to grant consent for the design and construction of the Project.

Section 6. Notices.

Any notice or communication between the Parties required or permitted to be given under this Agreement shall be deemed sufficiently given if delivered personally, by electronic mail, or mailed by U.S. regular mail and addressed as follows:

If to the City:

City of Beachwood
Attention: Justin Berns, Mayor
25325 Fairmount Blvd.
Beachwood, Ohio 44122
Phone No.: (216) 292-1901
mayorberns@beachwoodohio.com

And to:

Joseph R. Ciuni, City Engineer
25325 Fairmount Blvd.
Beachwood, Ohio 44122
Phone No.: (216) 595-3724
Joseph.Ciuni@beachwoodohio.com

If to the Village:

Village of Highland Hills
Attention: Michael Booker, Mayor
3700 Northfield Rd., Suite 5
Highland Hills, Ohio 44122
Phone NO.: (216) 283-3000
mbooker@vhhohio.org

And to:

Susan Hamilton, Village Engineer
Village of Highland Hills
3700 Northfield Road
Highland Hills, Ohio 44122
Phone No.: (216) 283-3000
shamilton@hovancsek.com

Section 7. Effect of Electronic Signature.

By entering into this Agreement, the Parties, on behalf of themselves, their respective officers, employees, subcontractors, subgrantees, agents or assigns, agree that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the City and/or the Village may be executed by electronic means, and that the electronic signatures affixed by City and/or the Village to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

Section 8. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties shall not have signed the same counterpart.

Section 9. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

[The remainder of this page is intentionally left blank.

Signatures appear on the following pages.]

IN WITNESS WHEREOF, the City and the Village have each caused this Agreement to be executed after due authorization as of the date aforesaid.

CITY OF BEACHWOOD, OHIO

By: _____
Justin Berns, Mayor

The legal form of the within instrument
is hereby approved.

_____
R. Todd Hunt, Law Director
City of Beachwood, Ohio

FISCAL OFFICER CERTIFICATION

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

_____
Larry Heiser, Finance Director
City of Beachwood, Ohio

Date: _____

VILLAGE OF HIGHLAND HILLS, OHIO

By: _____
Michael L. Booker, Mayor

By: _____
Cassandra Pride, Council President

The legal form of the within instrument
is hereby approved.

_____
Thomas P. O'Donnell, Law Director
Village of Highland Hills, Ohio

FISCAL OFFICER CERTIFICATION

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

VILLAGE OF HIGHLAND HILLS
HARVARD ROAD AT ROBERT BISHOP/EATON CONCRETE REPAIRS
BID OPENING JUNE 18, 2026

BIDDERS				Perk Company, Inc. 4900 Crayton Avenue Cleveland, Ohio 44104 216-391-1444 estimating@perkcompany.com				HIGHLAND HILLS PORTION		BEACHWOOD PORTION	
#	HARVARD ROAD AT CAMP FORBES/EATON CONCRETE REPAIRS	QNTY.	UNIT	LABOR COST	MATERIAL COST	UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
1	EROSION CONTROL, AS PER PLAN	1	LUMP	$400.00	$600.00	$1,000.00	$1,000.00	0.89	$890.00	0.11	$110.00
2	PAVEMENT REMOVED, AS PER PLAN	906	SY	$25.90	$0.10	$26.00	$23,556.00	806.00	$20,956.00	100.00	$2,600.00
3	AGGREGATE BASE, LIMESTONE AS PER PLAN	151	CY	$2.00	$8.00	$10.00	$1,510.00	134.00	$1,340.00	17.00	$170.00
4	REINFORCED CONCRETE PAVEMENT, AS PER PLAN	906	SY	$94.00	$55.00	$149.00	$134,994.00	806.00	$120,094.00	100.00	$14,900.00
5	CONCRETE CURB TYPE 2A	428	LF	$37.00	$3.00	$40.00	$17,120.00	63.00	$2,520.00	365.00	$14,600.00
6	PAVEMENT MARKING, AS PER PLAN	1	LUMP	$1,520.00	$2,280.00	$3,800.00	$3,800.00	1.00	$3,800.00	0.00	$0.00
7	LOOP DETECTOR REPLACEMENT, AS PER PLAN	1	LUMP	$780.00	$1,170.00	$1,950.00	$1,950.00	1.00	$1,950.00	0.00	$0.00
8	MAINTENANCE OF TRAFFIC, AS PER PLAN	1	LUMP	$9,500.00	$500.00	$10,000.00	$10,000.00	0.89	$8,893.79	0.11	$1,106.21
9	MOBILIZATION	1	LUMP	$8,900.00	$100.00	$9,000.00	$9,000.00	0.89	$8,004.42	0.11	$995.58
10	SITE RESTORATION, AS PER PLAN	1	LUMP	$6,500.00	$2,500.00	$9,000.00	$9,000.00	0.15	$1,350.00	0.85	$7,650.00
11	PRECONSTRUCTION VIDEO / PHOTOGRAPHS AS PER PLAN.	1	LUMP	$975.00	$25.00	$1,000.00	$1,000.00	0.89	$889.38	0.11	$110.62
12	DISCRETIONARY ALLOWANCE TO BE UTILIZED AS DIRECTED BY THE ENGINEER FOR UNSCHEDULED WORK ITEMS NOT INCLUDED IN THIS PROPOSAL OR SHOWN ON THE PLANS	1	LUMP			$15,000.00	$15,000.00	0.89	$13,340.69	0.11	$1,659.31
	TOTAL CONSTRUCTION COST						**$227,930.00**		**$184,028.28**		**$43,901.72**
1	CONSTRUCTION OBSERVATION HOURS (SEE SPECIFICATIONS FOR EXPLANATION - MINIMUM HOURS -280)				280	$44.00	$12,320.00	0.89	**$10,957.15**	0.11	**$1,362.85**
	TOTAL						**$240,250.00**		**$194,985.44**		**$45,264.56**
						% Split		81.16%		18.84%	
						Survey	$942.50	0.81	$764.93	0.19	$177.57
						Engineering	$21.594.75	0.81	$17,526.17	0.19	$4,068.58
						Total	**$262,787.25**		**$213,276.53**		**$49,510.72**

Unhighlighted cells - split by location of item
Yellow cells - split by percentage of pavement
Blue cells - split by percentage of pavement but final split currently unknown

25405814 _1

BEACHWOOD PUBLIC WORKS DEPARTMENT
INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: August 11, 2026

RE: Council Agenda Item: Richmond Road Signal Improvement Project – Design Fee Modification

---

The Richmond Road Signal Improvement Project is nearing completion of the design phase. Due to several project updates—including the relocation of traffic stanchions, lane improvements at Richmond and South Woodland, and the addition of a turn lane on Letchworth—additional design funding is required. We are requesting an additional $55,276.00 to cover Modifications 1 and 2.

A summary of the design modifications is provided below:

- Initial Contract Design: $111,500.00
- Modification 1 – Full traffic signal replacement: $279,193.00
- Modification 2 – Added turn lanes at Letchworth and South Woodland: $30,908.00
- Modification 3 – Adjustments resulting from field reviews: $24,368.00

With your approval, I would like to place this item on the next Council agenda.

INTRODUCED BY: RESOLUTION NO. 2026-79

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO CHANGE ORDER NO. 2 AND CHANGE ORDER NO. 3 WITH GLAUS, PYLE, SCHOMER, BURNS AND DEHAVEN, INC., DBA "GPD GROUP", FOR ADDITIONAL DESIGN ENGINEERING SERVICES FOR THE RICHMOND ROAD SIGNAL IMPROVEMENT PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Ordinance No. 2020-63, the City previously accepted a proposal from Glaus, Pyle, Schomer, Burns and Dehaven, Inc. DBA GPD Group ("GPD Group") in an amount not to exceed $111,500.00 for the initial design engineering services for a traffic signal system upgrade for twelve (12) signalized intersections;

WHEREAS, pursuant to Ordinance No. 2023-53, Council approved Change Order No. 1 to the agreement with GPD Group, increasing the engineering fees by $167,693.00 for the full replacement and upgrade of traffic signals, thereby revising the contract amount to $279,193.00;

WHEREAS, this project known as the Richmond Road Signal Improvement Project is now nearing completion of the design phase, and due to Project updates, which includes the relocation of traffic stanchions, lane improvements at Richmond Road and South Woodland Road, the addition of a turn lane on Letchworth Road, and field-review engineering adjustments, additional change orders to the original contract are now necessary;

WHEREAS, the Public Works Director has requested further increases to the design contract to cover the following modifications: January 2026 – added turn lanes at Letchworth and South Woodland in an amount not to exceed Thirty Thousand Nine Hundred Eight Dollars ($30,908.00) and June 2026 – adjustments resulting from field review in an amount not to exceed Twenty-Four Thousand Three Hundred Sixty Eight Dollars ($24,368.00); and

WHEREAS, the total additional amount required for Change Order No. 2 and Change Order No. 3 is $55,276.00, as outlined in the memorandum submitted by the City Engineer.

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 Mayor to enter into Change Order No. 2 with GPD Group for additional design engineering services related to the added turn lanes at Letchworth Road and South Woodland Road, in an amount not to exceed $30,908.00.

Section 2: Council hereby authorizes the Mayor to enter into Change Order No. 3 with GPD Group for additional design engineering adjustments resulting from field reviews, in an amount not to exceed $24,368.00.

Section 3: Upon approval of Change Order No. 2 and Change Order No. 3, the total revised contract amount for design engineering services for the Richmond Road Signal Improvement Project shall be adjusted accordingly.

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

Section 5: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that the work may continue uninterrupted and in a timely manner; 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 8th day of September, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of September, 2026.

_____
Clerk

Approval: I have approved this legislation this 9th day of September, 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: August 11, 2026

RE: Council Agenda Item: GPD Fee Proposal – Richmond/Chagrin I-271 Corridor Project

---

The Richmond/Chagrin I-271 Corridor Project (PID 114409) includes widening the I-271 bridge and expanding the Richmond–Chagrin intersection to improve traffic flow and enhance overall safety.

The Ohio Department of Transportation has reviewed and approved GPD Group's updated design fee proposal. The revised cost for Preliminary Engineering, Environmental services, and Detailed Design totals $1,871,432.00. ODOT has committed up to $1,600,000.00 in federal funding to support the project's design phase.

The projected timeline for this project is as follows:

- Design: 2026–2027
- Right-of-Way acquisition and utility relocation: 2028–2029
- Construction Phase 1: 2030
- Construction Phase 2: 2031

We are recommending moving forward with an agreement with The GPD Group for the design of the Richmond/Chagrin I-271 Corridor Project. With your approval, I would like to place this item on the next Council agenda.

INTRODUCED BY: RESOLUTION NO. 2026-80

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GLAUS, PYLE, SCHOMER, BURNS AND DEHAVEN, INC. DBA GPD GROUP FOR PROFESSIONAL DESIGN SERVICES FOR RICHMOND–CHAGRIN I-271 CORRIDOR PROJECT (PID #114409); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood, in coordination with the Ohio Department of Transportation (ODOT), is undertaking the Richmond/Chagrin I-271 Corridor Project, ODOT Project Identification Number 114409 (the "Project"), which includes widening the I-271 bridge and expanding and improving the Richmond–Chagrin intersection to enhance traffic flow and overall public safety; and

WHEREAS, GPD Group has submitted an updated design fee proposal, which has been reviewed and approved by ODOT; and

WHEREAS, the revised cost for Preliminary Engineering, Environmental Services, and Detailed Design totals One Million Eight Hundred Seventy-One Thousand Four Hundred Thirty-Two Dollars ($1,871,432.00), and ODOT has committed up to One Million Six Hundred Thousand Dollars ($1,600,000.00) in federal funding to support the Project's design phase; and

WHEREAS, City Council desires to formally enter into a Professional Services Agreement with GPD Group to provide professional design services necessary for the Project at the authorized cost.

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

Section 1: The Mayor is hereby authorized to enter into a Professional Services Agreement with GPD Group for professional design services for the Richmond/Chagrin I-271 Corridor Project, PID No. 114409, in an amount not to exceed One Million Eight Hundred Seventy-One Thousand Four Hundred Thirty-Two Dollars ($1,871,432.00).

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

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that the design work must begin promptly to meet ODOT timelines; wherefore, this Resolution shall be in full force and effect immediately upon is passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 8th day of September, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of September, 2026.

_____
Clerk

Approval: I have approved this legislation this 9th day of September, 2026, and filed it with the Clerk.

_____
Mayor

December 19, 2025
1512174

Chris Arrietta, Public Works Director
City of Beachwood
25325 Fairmount Boulevard
Beachwood, Ohio 44122

CUY-271/422-7.80/10.77 (Chagrin Blvd)

PID 114409

Revised Fee Proposal

Dear Mr. Arrietta,

GPD Group would like to thank you for the opportunity to provide our updated fee proposal for the CUY-271/422-7.80/10.77 – Chagrin Boulevard Improvement Project. Utilizing the previously reviewed and agreed upon scope and manhour fee proposal, GPD and our design team sub-consultants have updated our overhead and hourly rates and offer the attached proposal. This revised proposal also includes the additional bridge work requested by District 12 to replace the damaged southern facia beam.

Our new proposal totals $1,871,432 as shown on the enclosed spreadsheet. The following attachments are included in this proposal for your review:

- Attachment A: LPA Scope of Services
- Attachment B: Proposed Improvement Map
- Attachment C: Fee Proposal & Scope of Service Narratives
- Attachment D: Subconsultant Proposal – Woolpert (utility locating)
- Attachment E: Subconsultant Proposal – CCS (traffic counts)
- Attachment F: Subconsultant Proposal – PSI/Intertek and Resource International (geotech)
- Attachment G: Subconsultant Proposal – Lawhon (environmental)
- Attachment H: Subconsultant Proposal – O.R. Colan (titles & real estate estimating)
- Attachment I: Scope Meeting Minutes
- Attachment J: Schedule (based on assumed 02/02/26 authorization)

Please note the included schedule is based on an assumed 02/02/26 authorization date. If the authorization is delayed, the design schedule would need to be adjusted accordingly as well.

We look forward to the opportunity to once again work with the City of Beachwood on an infrastructure improvement project. We thank you and the Mayor for this opportunity to serve the city and your continued confidence in GPD Group. As you review our proposal, please do not hesitate to contact Mark Grossman at 330-572-2234 (mgrossman@gpdgroup.com) or Kevin Westbrooks at 216-927-8668 (kwestbrooks@gpdgroup.com) with any questions or concerns you may have.

Sincerely,

GPD Group

Mark R Grossman, PE
Director of Transportation- Roadway

Kevin Westbrooks, PE, PTOE
Director of Traffic

G:\Proposals\2016\12 Public Works\1512174 Beachwood\04 CUY_Chagrin Blvd\2025 Fee Proposal Update\2025-12-19\updated cover ltr__REV 2025-12-19.docx

BEACHWOOD PUBLIC WORKS DEPARTMENT
INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: August 11, 2026

RE: Council Agenda Item: Amended LPA Agreement – Richmond/Chagrin I-271 Corridor Project

---

The Ohio Department of Transportation has updated the existing LPA Agreement for this project to reflect GPD Group's revised design proposal and increased construction cost estimates resulting from inflation.

The current Federal funding allocations under the agreement are as follows:

- Surface Transportation Block Grant Program: $1,600,000 for Design (80/20 split)
- Surface Transportation Block Grant Program: $433,850 for Construction (80/20 split)
- Highway Safety Improvement Program: $2,250,000 for Construction (90/10 split)
- Safety Upgrading: $250,000

The total estimated cost for the project is now $21,541,745.00. The City intends to pursue additional Transportation Review Advisory Council (TRAC) funding in the future, targeting an 80/20 split for construction costs.

With your approval, I would like to place this item on the next Council agenda.

INTRODUCED BY: RESOLUTION NO. 2026-81

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION ("ODOT"); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Ordinance No. 2022-89 authorized the Mayor to enter into a Let Project Agreement ("LPA") between ODOT and the City of Beachwood for the widening, addition of turn lanes, and signal improvements on Chagrin Boulevard; and

WHEREAS, Ordinance No. 2024-42 authorized the Mayor to enter into a revised Let Project Agreement ("LPA") requiring the engagement of a prequalified, independently selected ODOT consultant chosen through a Qualification-Based Selection process under ORC 153.65–153.71 to serve as the Project Review Engineer and to review all work and invoices of the Project Design Engineer on behalf of the LPA; and

WHEREAS, ODOT has requested an additional amendment to the Agreement to reflect updated project funding commitments, including revised design and construction cost responsibilities.

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 an amended Let Project Agreement with the Ohio Department of Transportation ("ODOT") for the widening, addition of turn lanes, and signal improvements on Chagrin Boulevard (PID 114409). The amended Let Project Agreement is attached hereto and incorporated herein as Exhibit "A".

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

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

25403093 _1

Attest: I hereby certify this legislation was duly adopted on the 8th day of September, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of September, 2026.

_____
Clerk

Approval: I have approved this legislation this 9th day of September, 2026, and filed it with the Clerk.

_____
Mayor

25403093 _1

Agreement Number: **37447 REVISED**

PID Number: **114409**

County-Route-Section: **CUY IR 271/US 422 07.80/10.77**

SAM Unique Entity ID: **F2XSEN3H75H3**

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and the **City of Beachwood, 25325 Fairmount Blvd., Beachwood, OH 44122** (LPA).

Reference is made to the following section of the above referenced LPA Agreement dated **3/21/2024** to be amended by this document:

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT associated with Federal funds is estimated to be $**21,541,745.00**.

ODOT shall provide to the LPA **80** percent of the eligible costs, utilizing Spending Authority Code (SAC) **4BK7 MAJOR NEW CONSTRUCTION** (Assistance Listing Number: **20.287 Surface Transportation Block Grant Program**,) up to a maximum of $**1,600,000.00** in Federal funds in the **Preliminary Engineering/Environmental and Detailed Design** phase(s)/subphase(s). The funding **does not include Toll Revenue Credit or Credit Bridge**. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

ODOT shall provide to the LPA **80** percent of the eligible costs, utilizing Spending Authority Code (SAC) **4TA7 MPO AREA LOCAL GOVT PROJECTS - STP** (Assistance Listing Number: **20.287 Surface Transportation Block Grant Program**,) up to a maximum of $**433,850.00** in Federal funds in the **Construction Contract** phase(s)/subphase(s). The funding **does not include Toll Revenue Credit or Credit Bridge**. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

ODOT shall provide to the LPA **90** percent of the eligible costs, utilizing Spending Authority Code (SAC) **4HJ7 SAFETY HSIP** (Assistance Listing Number: **20.272 Highway Safety Improvement Program**,) up to a maximum of $**2,250,000.00** in Federal funds in the **Construction Contract** phase(s)/subphase(s). The funding **does not include Toll Revenue Credit or Credit Bridge**. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

ODOT shall provide to the LPA **10** percent of the eligible costs, utilizing Spending Authority Code (SAC) **4BC7 SAFETY UPGRADING** up to a maximum of $**250,000.00** State funds in the **Construction Contract** phase(s)/subphase(s). The funding **does not include Toll Revenue Credit or Credit Bridge**. **This 10 percent State SAFETY UPGRADING funding (SAC 4BC7) is the match to the 90 percent Federal SAFETY HSIP (SAC 4HJ7); see paragraph above.** This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

3.2 If after execution of this Agreement, FHWA notifies ODOT that the ALN for the PROJECT is different than the ALN listed in 3.1 above, ODOT shall change the ALN to comply with the requirements of 2 CFR 200.332 and provide notice in writing or by email of the new ALN pursuant to 15.1 of this Agreement.

3.3 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.4 The LPA **is** administering the Federally funded **Preliminary Engineering/Environmental** and **Detailed Design** phase(s)/subphase(s) of the PROJECT and is therefore considered a **subrecipient of Federal funds and is responsible for reporting the applicable Federal expenditures (including any Toll Revenue Credit or Credit Bridge) on their Schedule of Expenditures of Federal Award**.

The LPA **is not** administering the Federally funded **Construction Contract/Construction Inspection** phase(s)/subphase(s) of the PROJECT and is therefore considered a **beneficiary of Federal funds and is not responsible for reporting the applicable Federal expenditures on their Schedule of Expenditures of Federal Award**.

3.5 The LPA shall be responsible for the cost of all change orders or extra work contracts that it is notified of in 9.2 below. The LPA shall remit payment within thirty (30) days of receipt of an invoice regardless of any balance the LPA has on deposit with ODOT.

3.6 Payment or reimbursement to the LPA shall be submitted to:

City of Beachwood
25325 Fairmount Blvd
Beachwood, OH 44122

9. CONSTRUCTION CONTRACT ADMINISTRATION

9.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and its consultants shall respond promptly to requests for information or other construction issues

9.2 ODOT shall not approve a change order or extra work contract until it gives notice, in writing, to the LPA.

9.3 The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.

13. TERMINATION; DEFAULT AND BREACH OF CONTRACT

13.1 Neglect by or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure is the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 13.2 through 13.4 of this Agreement.

13.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be

remedied, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

13.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultant(s) and/or contractor(s). Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

13.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13.5 This Agreement and the obligation of the parties herein may be terminated by either party with thirty (30) days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

13.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

Agreement Number: **37447 REVISED**

PID Number: **114409**

County-Route-Section: **CUY IR 271/US 422 07.80/10.77**

SAM Unique Entity ID: **F2XSEN3H75H3**

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA:	**STATE OF OHIO** **OHIO DEPARTMENT OF TRANSPORTATION**
By:	By:
Title:	Pamela Boratyn Director
Date:	Date:

CUY-IR-271/US 422-07.80/10.77
COUNTY-ROUTE-SECTION

114409
PID NUMBER

37447 REVISED
AGREEMENT NUMBER

SAMs UNIQUE ENTITY ID

CFDA 20.205

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and the ***City of Beachwood, 25325 Fairmount Blvd., Beachwood, Ohio 44122*** (LPA).

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2 Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 The **PID 114409 CUY IR 271/US 422 07.80/10.77** (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 - Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC § 112 Letting of Contracts
- 40 USC §§ 1101-1104, – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be $17,601,097.00 as set forth in Attachment 1. This includes an estimated cost of $2,150,000.00 for Preliminary Engineering and Right of Way.

ODOT shall provide to the LPA 80 percent of the eligible preliminary engineering preliminary development costs, up to a maximum of $720,000.00 in Federal TRAC funds. ODOT shall provide to the LPA 80 percent of the eligible preliminary engineering detailed design costs, up to a maximum of $280,000.00 in Federal TRAC funds. ODOT shall provide to the LPA 80 percent of the eligible right of way costs, up to a maximum of $600,000.00 in Federal TRAC funds. These maximum amounts reflect the funding limit for the PROJECT set by the applicable Program Manager and costs beyond the stated maximums will be the responsibility of the LPA. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with development of the PROJECT.

ODOT shall provide to the LPA 90 percent of the eligible construction costs, up to a maximum of $ 2,250,000.00 in Federal HSIP Safety funds, and 10 percent, up to a maximum of $250,000.00 in matching State Safety funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements. ODOT shall provide to the LPA 80 percent of the eligible construction costs, up to a maximum of $ 433,850.00 in Federal MPO STBG funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 Payment or reimbursement to the LPA shall be submitted to:

City of Beachwood
25325 Fairmount Blvd
Beachwood, OH 44122

4. PROJECT DEVELOPMENT

4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, R/W acquisition, utility relocation and other processes as set out in ODOT's Design Reference Resource Center, available on ODOT's website https://www.transportation.ohio.gov/working/publications. Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

		Responsibility		
PDP Phase	Activity	LPA	ODOT	Commentary
Planning	All	X		ODOT to provide coordination as needed. ODOT will program the project in Ellis and get the project added to the STIP.
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 5.2.
	Cost Estimates	X		LPA/Consultant shall prepare a project estimate
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 5 for Environmental Responsibilities.

	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement (PI)	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 7 for detailed requirements.
	Utility Relocation	X		Refer to Section 7.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 7.8 for additional details.
	Stage 3 Plans		X	ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Endangered Species Mitigation		X	ODOT is responsible for Endangered Species Act mitigation requirements (bat mitigation) and the needed mitigation for ESA impacts.
	Stream and Wetland Mitigation	X		The LPA is responsible for obtaining the necessary stream and wetland mitigation. This is typically acquired through mitigation bank or in-lieu fee credit purchases
	PI	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond

				promptly to requests for information or other construction issues.
	PI	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.

4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPOSIBILITIES

5.1 General Requirements

A. In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act.

B. Whichever party obtains the Project's environmental clearance or permit shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.

C. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of NEPA.

5.2 Use of ODOT Consultant Agreements

A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:

1. If the LPA (County Engineer) chooses to utilize the County Engineers Association of Ohio (CEAO) task order contract for environmental services, the parties agree that the total cost shall be shared based on the parameters, Federal and local funding rates, established when the task order was set up and encumbered. The

LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the PROJECT is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.

2. If the LPA (County Engineer) chooses to utilize the CEAO task order contract for R/W acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent Federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the PROJECT is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.

3. Value Engineering. If Value Engineering is required, ODOT may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

6. CONSULTANT SELECTION AND ADMINISTRATION

6.1 General Requirements

A. The LPA must select a consultant/ consultant team who is prequalified by ODOT for all services to be performed by the consultant(s) and subconsultant(s).

B. The LPA consultant agreement must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition." as a contract document.

C. The LPA consultant agreement shall require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.

D. The LPA consultant agreement shall require ongoing consultant involvement during the construction phase of the PROJECT.

E. The LPA consultant agreement shall require a completion schedule acceptable to ODOT.

F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.

H. The LPA consultant agreement shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT and shall execute the Conflict of Interest Disclosure Form specifying that there is no conflict of interest.

I. If Federal funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, ORC 153.65 through 153.71 and Sections 6.2 and 15.3 below in the selection of consultants and must administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in ORC 153.65(C) and 5526.01 include the practice of engineering including inspection of construction, the practice of surveying, the practice of architecture including landscape architecture, the evaluation of environmental impacts, the acquisition of R/W, and administration of construction contract claims.

6.2 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: Consultant Services | Ohio Department of Transportation.

6.3 The LPA shall engage the services of a prequalified ODOT consultant who is a registered professional engineer and has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to ORC 153.65 - 153.71, to serve as the PROJECT Review Engineer. The PROJECT Review Engineer shall be a consultant that is independent of the PROJECT Design Engineer and shall review all work and invoices of the PROJECT Design Engineer on behalf of the LPA. The prequalified list of consultants is available on the ODOT web page at www.dot.state.oh.us/DIVISIONS/PRODMGT/CONSULTANT

7. R/W/UTILITIES/RAILROAD COORDINATION

7.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies and procedures issued by ODOT.

7.2 If existing and/or newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who performs real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the Appraisal and Appraisal Review functions. Appraisal Review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.

7.3 All Relocation Assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and rules, policies and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the Relocation and Relocation Review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

7.4 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.

7.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated, or accounted, for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right-of-Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act and, as appropriate, certify compliance to FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

7.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in ODOT's Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.

7.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 7.1 and 7.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI of the Uniform Act requirements are included in the instrument which transfers the property. Consistent with sections 7.1 and 7.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

7.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

8. ADVERTISING, SALE, AND AWARD

8.1 ODOT will prepare the State's estimate and manage the advertising, sale, and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

9. CONSTRUCTION CONTRACT ADMINISTRATION

9.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and its consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.

10. CERTIFICATION AND RECAPTURE OF FUNDS

10.1 This Agreement is subject to ODOT's determination that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management (OBM), as required by ORC 126.07. If ODOT determines that insufficient funds have been appropriated for the purpose of this Agreement or if the OBM fails to certify the availability of funds, this Agreement, or any renewal thereof, will terminate on the date funding expires.

10.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, which will be due immediately. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

11. NONDISCRIMINATION

11.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

11.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

11.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

12. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

12.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

12.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process,

device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

12.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

13. TERMINATION: DEFAULT AND BREACH OF CONTRACT

13.1 Neglect by or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure is the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

13.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

13.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultant(s) and/or contractor(s). Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

13.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13.5 This Agreement and the obligation of the parties herein may be terminated by either party with thirty (30) days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

13.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

14. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

14.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC126.30.

14.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees, or agents in the performance of the LPA's obligations made or agreed to herein.

14.3 If an LPA pursues legal action against any utility for costs incurred due to delay in removal, relocation or abandonment in place, the LPA is entitled to be reimbursed from any settlement or award all attorney fees and costs incurred while preparing for litigation.

15. NOTICE

15.1 Notice under this Agreement shall be directed as follows:

If to the LPA:	If to ODOT:
Justin Berns, Mayor	John Picuri, P.E., District Deputy Director
City of Beachwood	Ohio Department of Transportation D12
25325 Fairmount Blvd.	5500 Transportation Blvd.
Beachwood, OH 44122	Garfield Heights, OH 44125

16. GENERAL PROVISIONS

16.1 *Financial Reporting and Audit Requirements*: If one or more phases of this Agreement include a sub-award of Federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-Federal entities, including ODOT's LPA subrecipients, that have aggregate Federal award expenditures from all sources of $750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or R/W phases of the PROJECT must track these payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Award (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.[1] Further, the LPA may make this determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

16.2 *Record Retention*: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

16.3 *Ohio Ethics and Conflict of Interest Laws*: LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest law as provided by ORC102.03, 102.04, 2921.42 and 2921.43, and CFR 1.33.

16.4 *State Property Drug-Free Workplace Compliance*: In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

16.5 *Trade:* Pursuant to the Federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the

[1] Per 2 CFR §200.502

contractor(s) or its subcontractor(s), acquires any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at https://www.treasury.gov/resource- center/sanctions/Programs/Pages/Programs.aspx. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

16.6 *Lobbying*: Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. § 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to the recipient.

16.7 *Debarment:* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC. 125.25 or 153.02 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

16.8 *Governing Law*: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.9 *Assignment*: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

16.10 *Merger and Modification*: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

16.11 *Severability*: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

16.12 *Signatures*: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

16.13 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: CITY OF BEACHWOOD	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By: Jack Marchbanks ppp
Justin Berns Mayor	Jack Marchbanks Director
Date: March 20, 2024	Date: 3/21/24

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT	$180,000.00	20	LNTP	$720,000.00	80	4BK7				$900,000.00
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS	$70,000.00	20	LNTP	$280,000.00	80	4BK7				$350,000.00
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	$150,000.00 $150,000.00	100 20	LNTP 4BG7	 $600,000.00	 80	 4BK7				$150,000.00 $750,000.00
PROJECT CONSTRUCTION COSTS	 $108,462.50 $11,397,965.00	 20 100	 4BG7 4BG7	$2,250,000.00 $433,850.00	90 80	4HJ7 4TA7	$250,000.00	10	4BC7	$2,500,000.00 $542,312.50 $11,397,965.00
INSPECTION	$175,000.00 $835,819.50	100 100	LABR LABR							$175,000.00 $835,819.50
TOTALS	$13,067,247.00			$4,283,850.00			$250,000.00			$17,601,097.00

Attachment 2

CUY IR271/US 422 07.80/10.77
COUNTY-ROUTE-SECTION

114409
PID NUMBER

37447 REVISED
AGREEMENT NUMBER

SAM UNIQUE ENTRY ID

DIRECT PAYMENT OF CONSULTANT

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's consultant shall be paid directly to the consultant in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the consultant. In addition, the invoice must state the consultant's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the consultant and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the consultant, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We City of Beachwood (NAME OF LPA) request that all payments for the Federal/State share of the consultant costs of this agreement performed by _____ (CONSULTANT'S NAME) be paid directly to _____ (CONSULTANT'S NAME).

LPA Name:	City of Beachwood
Oaks Vendor ID:	
Mailing Address:	25325 Fairmount Blvd
	Beachwood, Ohio 44122
LPA signature:	

Consultant Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	

CFDA 20.205

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

AGREEMENT NO. 37447 AMENDMENT

PID No. 114409
CUY IR 271/US 422 07.80/10.77

The existing Agreement No. 37447 (Revision Date 3/26/2020) is hereby amended and replaced in entirety by Agreement No. 37447 REVISED (Revision Date 10/27/2023). All sections of the Agreement have been updated and replaced by the REVISED Agreement (Revision Date 10/27/2023). Section 3 was modified to include the construction funding and the right of way funding.

3.1 The total cost of the PROJECT is estimated to be $17,601,097.00 and is modified from the original agreement.

ODOT shall provide to the LPA 80 percent of the eligible preliminary engineering preliminary development costs, up to a maximum of $720,000.00 in Federal TRAC funds. ODOT shall provide to the LPA 80 percent of the eligible preliminary engineering detailed design costs, up to a maximum of $280,000.00 in Federal TRAC funds. ODOT shall provide to the LPA 80 percent of the eligible right of way costs, up to a maximum of $600,000.00 in Federal TRAC funds. These maximum amounts reflect the funding limit for the PROJECT set by the applicable Program Manager and costs beyond the stated maximums will be the responsibility of the LPA. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with development of the PROJECT.

ODOT shall provide to the LPA 90 percent of the eligible construction costs, up to a maximum of $ 2,250,000.00 in Federal HSIP Safety funds, and 10 percent, up to a maximum of $250,000.00 in matching State Safety funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements. ODOT shall provide to the LPA 80 percent of the eligible construction costs, up to a maximum of $ 433,850.00 in Federal MPO STBG funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including 100 percent Locally-funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

By signing this revision, both parties agree that all provisions in the existing agreement are amended and replaced in entirety by the REVISED Agreement No. 37447.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Agreement to be duly executed as of the day and year last written below.

LPA: **CITY OF BEACHWOOD**

By: _____
Justin Berns
Mayor

Date: March 20, 2024

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: _____
Jack Marchbanks, PhD
Director

Date: 3/21/24

Approved as to form:

R. Todd Hunt

Director of Law R. Todd Hunt
Nathalie B. Supler, Assistant Law Director
Matthew A. Kurz, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
216-595-5462
Date: 03/19/2024

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

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

Larry Heiser
Director of Finance
Date: 3/20/2024

INTER-OFFICE MEMORANDUM

TO: Danielle Shoykhet, Council President
Jillian DeLong, Council Vice President
Pete Smith, Safety Committee Chair

FROM: Tina Turick City Administrator

DATE: September 1, 2026

SUBJECT: First Call Alternative Crisis Response Program – Proposed Beachwood Participation

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As a follow up to our previous discussions, the City of Beachwood has been in talks with the City of Shaker Heights regarding participation in the First Call Alternative Crisis Response Program. First Call provides urgent, community-based crisis responses to individuals experiencing challenges related to: Mental and behavioral health; Physical health; Substance use; Homelessness; Social service needs; and other personal or life crises.

The First Call team works collaboratively with police and fire departments to provide immediate assistance, connect individuals with appropriate community resources, and promote longer-term stability.

Background

The First Call program began in Shaker Heights in 2022 as a pilot program. Based on the success of that initial effort, the program was expanded in 2024 to include the Cities of Cleveland Heights, South Euclid, Richmond Heights, and University Heights. The program has continued to develop, with discussions now underway regarding further expansion to include Beachwood, Solon, Orange, and Pepper Pike.

Benefits to Beachwood

First Call provides an important alternative and supplemental resources. It is intended to provide a timely and appropriate response to individuals experiencing a crisis; give police and fire personnel an additional tool when responding to complex calls; connect individuals with behavioral health, medical, housing, social-service, and other community

resources; reduce repeat calls for service by addressing underlying needs; promote greater long-term stability for individuals and families; and allow public-safety personnel to focus their resources on calls that require their specialized response.

Program Structure and Leadership

Shaker Heights has taken the lead in developing the program and securing the grant funding necessary to support its expansion and is working with various agencies and funding sources to obtain financial support for the additional team and will continue to serve as the lead organization for the program.

Importantly, adding Beachwood, Solon, Orange, and Pepper Pike is not simply a matter of adding additional service calls to the existing team. A completely new First Call team must be established to serve these additional communities. The participating municipalities must agree to share in the costs associated with launching and operating the new team.

Funding and Cost to Beachwood

The program costs associated with launching a new team to allow service to the new communities is estimated to cost approximately $236,583. Shaker Heights is pursuing funding options up to 50% of those costs leaving about $128K to be split amongst the new communities.

The proposed allocation among participating municipalities is based on a modified EDGE formula which is how the existing cities have allocated expenses. The formula considers several factors, including land area (square miles), population; property valuation; run and call volume.

Under this formula, Beachwood's share is 32.1%. or $41, 239 less the cost we will be credited for donating a vehicle (approximately $19K).

Participation Contingency

Beachwood's participation is contingent upon the necessary grant and other funding being secured and upon all four proposed additional municipalities—Beachwood, Solon, Orange, and Pepper Pike—participating in the expansion.

The purpose of bringing this matter before City Council is to provide Council with information regarding the proposed program and allow Council to consider the City's potential participation and funding authorization, subject to the stated contingencies.

Recommendation and Next Steps

Chief Grispino has been a strong advocate for the First Call concept and was a pioneer in bringing the program to Shaker Heights. Mayor Berns, Chief Grispino and Chief Holtzman believe that participation in the First Call Program will provide Beachwood's Police and Fire Departments with a valuable additional resource while giving residents and others in the community access to specialized professionals who can respond to crises that may be better addressed outside of a traditional law-enforcement or emergency-response model.

The Administration therefore recommends placing this matter before City Council for consideration of authorization of the attached "First Amendment to the First Crisis Assistance and Local Linkage (CALL) Program Agreement" at their September 8th Meeting.

A Safety Committee meeting is also scheduled for September 8, providing an additional opportunity to discuss the program, its anticipated benefits, operational considerations, and financial commitment. We appreciate your consideration and stand ready to answer any questions.

###

Cc: Members of Council

Mayor Justin Berns

Police Chief Grispino

Fire Chief Holtzman

Law Director Hunt

Finance Director Heiser

Clerk of Council Crook

INTRODUCED BY: RESOLUTION NO. 2026-82

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A FIRST ADDENDUM TO THE FIRST CRISIS ASSISTANCE AND LOCAL LINKAGE (CALL) PROGRAM AGREEMENT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Cities of Cleveland Heights, Richmond Heights, Shaker Heights, South Euclid, and University Heights previously entered into an Agreement establishing the First Crisis Assistance and Local Linkage (CALL) Program (the "Program"), effective July 12, 2024;

WHEREAS, the Agreement authorizes additional municipalities to join the Program upon approval of the Original Members and execution of a "First Addendum to the First Crisis Assistance and Local Linkage (CALL) Program Agreement" (the "Addendum");

WHEREAS, the Cities of Beachwood, Pepper Pike, and Solon and Orange Village ("New Members") have expressed interest in joining the Program and have collectively been approved by the Original Members subject to the terms and conditions set forth in the Addendum;

WHEREAS, the Addendum provides that all four New Members are joining the Program together and are subject to a joint cost-sharing structure, coordinated budget, and uniform start-up requirements;

WHEREAS, the operational and financial feasibility of the Program expansion depends upon participation by all four New Members, and the City of Beachwood, therefore, intends to proceed only upon execution of the Addendum by Pepper Pike, Solon, and Orange Village, ensuring that the shared responsibilities and contributions outlined in the Addendum are met; and

WHEREAS, the Addendum includes additional terms applicable to the New Members, including adoption of the Program budget, allocation methodology, and conditions regarding start-up of services.

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 the First Addendum to the First Crisis Assistance and Local Linkage (CALL) Program Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit "A,"** conditioned upon all four New Members approving and executing the Addendum.

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 entering into the Addendum is necessary to permit Beachwood to participate in the Program expansion at the earliest time; 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 8th day of September, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of September, 2026.

_____
Clerk

Approval: I have approved this legislation this 9th day of September, 2026, and filed it with the Clerk.

_____
Mayor

FIRST ADDENDUM TO THE
FIRST CRISIS ASSISTANCE AND LOCAL LINKAGE (CALL)
PROGRAM AGREEMENT

Whereas, the Cities of Cleveland Heights, Richmond Heights, Shaker Heights, South Euclid, and University Heights (hereafter the "Original Members") entered into an Agreement to establish the First Crisis Assistance and Local Linkage (CALL) Program (referred to herein as the "Program") effective July 12, 2024 (the "Agreement"); and

Whereas, the Agreement provides that the City of Shaker Heights serves as the Operator of the Program and Fiscal Agent ("Operator"), and hires the Program Coordinator; and

Whereas, Section 9.482 of the Ohio Revised Code permits a political subdivision to enter into an agreement with another political subdivision whereby the contracting political subdivision agrees to exercise any power, perform any function, or render any service for the contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render; and

Whereas, the cities of Beachwood, Pepper Pike, and Solon, and Orange Village (the "New Members"), have expressed their interest in joining the Program, and the Original Members have agreed to approve all four New Members as members of the Program, pursuant to Section XI. of the Agreement, subject to the terms and conditions in the Agreement and in this First Addendum to the Program Agreement.

Now, therefore, as of the ____ day of _____, 2026, the cities of Beachwood, Pepper Pike, and Solon, and Orange Village agree to join the Program pursuant to the terms and conditions of the Agreement dated July 12, 2024, and this Addendum.

1. The New Members agree to the terms and conditions of the Agreement, which is attached hereto as **Exhibit A**, and incorporated herein. The terms and conditions of the Agreement shall apply to the New Members with the understanding that the New Members are joining the Program in the third year of the Program.

2. The New Members agree to the New Member budget for the 2026-2027 Program fiscal year, which is attached hereto as **Exhibit B**, and incorporated herein. In future years, it is intended that the budget for all Members, both Original and New, shall be included in one consolidated budget.

3. The City of Beachwood has agreed to contribute a vehicle, which is described in the attached **Exhibit C**, which is incorporated herein. Beachwood shall be credited $19,000 toward its required contribution to the Program budget for the New Members, as shown on the Exhibit B, and as shall be applied in future years until the credit is fully applied.

4. The New Members agree to the apportionment of the cost of the annual budget expenditures according to the formula set forth in Exhibit E to the Agreement, as revised, which has been applied to the New Members, and is set forth in a separate Exhibit E for the New Members for the 2026-2027 budget year, when the New Members have a separate budget from the Original Members, which New Member **Exhibit E** is attached hereto and incorporated herein. It is intended that the allocation formula is updated annually with current input numbers for each Member, Original and New, and approved by the Advisory Board.

5. The start date of services for the New Members shall be the date after the Effective Date of this Addendum when the employees necessary in order to provide services to the New Members have been hired and trained such that the Program Coordinator has determined that services may begin. The New Members will be provided at least 5 business days' advance notice in writing of the start date for services.

6. Prior to the start date of services, the New Members will be provided the amount that each must pay into the Program to cover the costs of the Program services that are not covered by grants. Each New Member must promptly pay such amount as set forth in the Agreement.

7. On March 18, 2026, the City of Shaker Heights applied, on behalf of the Original and New First CALL Program members, to the Cuyahoga County Department of Public Safety & Justice Services (PSJS) for a Community Co-Response Startup Fund grant. If said grant is not awarded for the New Member communities, then any such New Member community may determine to withdraw from the Program and this Addendum and, therefore, such New Member community shall not have any financial obligation to the Program or other Member communities.

IN WITNESS WHEREOF, authorized representatives of each of the New Members, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

CITY OF BEACHWOOD

By: _____

Print: _____

Its:_____

Date: _____

Approved as to legal form:

_____
Director of Law, City of Beachwood

ORANGE VILLAGE

By: _____

Print: _____

Its:_____

Date: _____

Approved as to legal form:

_____
Director of Law, Orange Village

CITY OF PEPPER PIKE

By: _____

Print: _____

Its:_____

Date: _____

Approved as to legal form:

_____
Director of Law, City of Pepper Pike

CITY OF SOLON

By: _____

Print: _____

Its:_____

Date: _____

Approved as to legal form:

_____
Director of Law, City of Solon

Approved on behalf of the Original Members of the Program:

CITY OF SHAKER HEIGHTS

By: _____

Print: _____

Its:_____

Date: _____

Approved as to legal form:

_____
Director of Law, City of Shaker Heights

EXHIBIT A

ORIGINAL FIRST CALL PROGRAM AGREEMENT

BETWEEN

CLEVELAND HEIGHTS

RICHMOND HEIGHTS

SHAKER HEIGHTS

SOUTH EUCLID

AND

UNIVERSITY HEIGHTS

AGREEMENT ESTABLISHING THE
FIRST CRISIS ASSISTANCE AND LOCAL LINKAGE (CALL) PROGRAM
BETWEEN THE CITIES OF
CLEVELAND HEIGHTS, RICHMOND HEIGHTS, SHAKER HEIGHTS,
SOUTH EUCLID AND UNIVERSITY HEIGHTS

The Cities of Cleveland Heights, Richmond Heights, Shaker Heights, South Euclid, and University Heights (hereafter the "Cities" or "Parties") hereby enter this Agreement to establish the First Crisis Assistance and Local Linkage (CALL) Program (referred to herein as the "Program") this 12th day of July, 2024 ("Effective Date").

Whereas, the Cities of Cleveland Heights, Richmond Heights, Shaker Heights, South Euclid, and University Heights formed a Regional Council of Governments ("COG"), pursuant to Chapter 167 of the Ohio Revised Code, called the "Heights-Hillcrest Communications Center" ("HHCC"), to establish and operate a joint Police, Fire and Emergency Medical Services ("EMS") communications system for the dispatch of Police, Fire and EMS services in and for the Cities; and

Whereas, as of January 1, 2022, HHCC was dissolved and its members joined the Chagrin Valley Dispatch Council (CVD), while continuing to operate as a separate Cleveland Heights Center within CVD; and

Whereas, the City of Shaker Heights created a pilot Mental Health Response Program (MHRP) by contracting with MetroHealth System's Recovery Resources on November 1, 2021, and in November 2022 Shaker Heights hired a full-time Licensed Independent Social Worker (LISW) to continue the work of the MHRP; and

Whereas, the MHRP responds to eligible crisis calls simultaneously with, and separately from, first responders, engages with persons in crisis and first responders to assist persons in crisis and provide ongoing follow-up and referrals to other programs, to address any barriers to getting help, and to offer ongoing support; and

Whereas, in March 2023, in response to the success of the MHRP, the Cities expressed interest in the establishing a similar program to the MHRP, and have agreed to work together to establish a joint program to be called the First Crisis Assistance and Local Linkage (CALL) Program, to be operated by the City of Shaker Heights on behalf of the five Cities; and

Whereas, the Cities applied for and received a grant from the Department of Justice, COPS office, FY23 Implementing Crisis Intervention Teams - Community Police Development in the amount of $399,846 as the first source of funding for the Program, and are seeking additional funding, and the Cities have agreed to provide funding for the startup and ongoing operation of the Program; and

Whereas, Shaker Heights is separately entering into a contract on behalf of the Cities with Recovery Resources, which is a part of MetroHealth System, to hire and train staffing for the Program, with the extent of services to be provided subject to the funding received from grant sources and the contributions of the Cities; and

Whereas, the intended services will include the hiring by Recovery Resources of licensed mental health professionals and peer support specialists that will work in the Program in the five Cities and at the joint dispatch center operated by CVD; and

Whereas, each Participating City has duly authorized the execution of this Agreement through the adoption of legislation by each City's Council; and

Whereas, Ohio law provides, in Section 9.482, that a political subdivision may enter into an agreement with another political subdivision whereby the contracting political subdivision agrees to exercise any power, perform any function, or render any service for the contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render.

NOW, THEREFORE, in consideration of the mutual promises herein, the undersigned Cities agree as follows:

I. Purpose of the Program

A. The purpose of the Program is to provide help to the Police and Fire Departments of the Cities in order to better respond to the mental health needs of their communities. Specifically, the Program will embed full-time social workers (or other licensed mental health professionals) and peer support specialists, in teams, with the Cities' Police and Fire Departments, as well as to work independently. They will work with the Police officers and firefighter/paramedics to meet the needs of residents experiencing a mental health crisis, to provide resources and to follow-up initial responses as needed. This includes responding to 911 calls when appropriate. The Program will also place a mental health professional at the joint dispatch center, and provide training in mental health response to Police officers and firefighter/paramedics.

B. The purpose of this Agreement is to formalize the operational relationship between the Parties for the establishment of the Program. It is essential that a cooperative effort between the Parties be established and maintained to ensure an effective and efficient Program to assist first responder operations in the Cities. This Agreement is intended to provide support for the start-up of this new Program, to seek additional funding sources to provide for the operation of the Program, and to foster an efficient and cohesive Program, all as may be amended from time to time in writing by the Cities.

C. Nothing in this Agreement shall be construed as limiting or impeding the basic spirit of cooperation between the Cities, or the operations of each City's Police and Fire Departments within its own City.

II. Term of Agreement and Start-up of the Program

A. This Agreement shall be in full force and effect, beginning on the Effective Date first written above, and ending twenty-four (24) months thereafter. This Agreement shall automatically renew for successive twenty-four (24) month periods for as long as there are two or more Parties continuing membership in the Program, or until this Agreement is terminated as set forth herein. This Agreement may be terminated, or any party may withdraw or be considered to have voluntarily withdrawn, as set forth in Section IX herein.

B. It is the intent of the Parties that the Program shall begin with the hiring and training of staff in May 2024, with the Program beginning in June 2024, possibly with a phase-in of the services as funding and staffing are available. The Program Coordinator (as defined below) shall keep the Parties informed as to the timing and phase-in of the Program start-up. If necessary, adjustments may be made to any dates and timeframes set forth in this Agreement, with the concurrence of the Board.

III. Governance of the Program

A. Advisory Board: The Program shall be governed by an Advisory Board ("the Board") consisting of the Mayor of each City or their designee. The Board shall meet at such times and places as agreed upon by the Board Members. All Board decisions must be approved by a simple majority of the Board, unless otherwise specified in this Agreement. In case of a deadlock, the Cities contributing the majority of the annual budget shall prevail; i.e. the annual contribution of each City on either side of a vote shall be added up, and the position of the side with the greatest contribution shall prevail.

B. Program Operator and Fiscal Agent: The City of Shaker Heights shall serve as the Operator of the Program and Fiscal Agent ("Operator"). The Advisory Board may, by a favorable vote of two-thirds (2/3) of the members, approve another member as Operator and/or Fiscal Agent.

C. Program Coordinator: The Operator shall appoint a Program Coordinator, with the concurrence of the Board ("Coordinator"), who shall be an employee of the Operator, with their salary and benefits paid for through Program funds. The Parties agree that the initial Coordinator shall be Annette Amistadi, an employee of the City of Shaker Heights. The Board may remove the Coordinator at any time by majority vote. The Coordinator shall be responsible for the day-to-day management and operations of the Program, subject to this Agreement.

D. Contracts: The Operator, consistent with the Program Annual Budget described below, may contract or enter into agreements with any person, federal, state or local agency or public or private organization, and any local agency or political sub-division of the state may contract with the Operator, to carry out the purposes of this Agreement. This shall include contracts for grants, loans, contributions, and any other assistance available from Cuyahoga County, the State of Ohio and instrumentalities of the United States. The Operator shall follow its own purchasing and contracting policies, procedures and legal requirements, including, but not limited to, its competitive bidding requirements in making any purchases and in entering into any contracts or other agreements.

E. Contract with Recovery Resources: The Operator is contracting with Recovery Resources for an initial period of two years, through April 30, 2026, to provide professional services for the Program, as directed by the Coordinator. The final executed Contract shall be attached to this Agreement as **Exhibit A**, and incorporated herein. Recovery Resources, in coordination with the Coordinator, will hire licensed mental health professionals and peer support specialists who will work exclusively on the Program that will serve the Cities and place a mental health professional at the joint dispatch center. Recovery Resources will also hire an independent licensed mental health professional to provide administrative/clinical supervision for those hired to work in the Program. Recovery Resources will also provide training and support services.

F. Contract for Evaluation and Assessment of the Program: The Operator is contracting with two consultant experts affiliated with Cleveland State University to perform an evaluation and assessment of the first two years of the Program, and to provide recommendations for improvements, as well as reporting data on the results of the Program, all as required by grant funding received for the Program. A copy of these contracts, once executed, shall be attached to this Agreement as **Exhibits B and C**, and incorporated herein.

IV. Funding and Budget

A. Initial Two-Year Budget: The initial two-year budget shall be as set forth in the attached Budget, which is marked as **Exhibit D**, and incorporated herein. Any changes to the Budget necessitated by increased expenses and/or an increase or decrease in revenue, lack of revenue or any City withdrawing, shall require a Budget modification and changes to each City's contribution based on the allocation formula below. The Coordinator shall prepare any adjustments to the Budget and present them to the Board for approval.

B. City Contributions: As set forth in the Budget (Exhibit D), the Cities shall contribute the following toward the operation of the Program for the first two years:

1. For Year One of the Program, each City shall contribute $14,782 within thirty (30) days after the Effective Date of this Agreement. Payment shall be made to the Operator City of Shaker Heights. The total contribution from the Cities shall be $73,910, which shall be utilized for capital expenditures.

2. For Year Two of the Program, it is estimated that each City's contribution shall be the following amount for operating expenses, which is calculated as shown on **Exhibit E**,

which is attached hereto and incorporated herein, by making payment to the Operator City of Shaker Heights no later than January 15, 2025:

Cleveland Heights - $ 16,888 (33.78%)
Shaker Heights - $ 12,584 (25.17%)
South Euclid - $9,153 (18.31%)
Richmond Heights - $5,987 (11.97%)
University Heights - $ 5,388 (10.78%)

The total contribution from the Cities will be an estimated $50,000. Any City may prepay its contribution for the first two years. Any adjustments to the budget agreed upon by the Parties based on revised cost estimates and/or actual program expenditures and their allocation to the Parties may result in an adjustment of the figures in B. 2. above. Any resulting additional payment that is due from each City shall be paid within thirty (30) days after such adjustment is agreed upon and invoiced to the City or Cities by the Operator. Any resulting overpayment shall be credited to the City or Cities making such payment for the following year's allocated amount due from such City or Cities.

C. Operator Discount: After the first year of the Program, the Operator shall receive an annual administrative discount of one thousand five hundred dollars ($1,500). This sum, which may be adjusted annually by the Board, shall be deducted from the Operator City's annual budget obligation.

D. Fiscal Year: The Program's Fiscal Year shall be May 1 through April 30 of each year. The Fiscal Year may be adjusted by the Board after the initial first two years of the Program.

E. Annual Budget:

1. The Coordinator shall submit a proposed final 2nd year budget to the Board by October 1, 2024. The Board shall meet on the proposed budget and recommend, by October 15, 2024, a budget to operate the Program during the following fiscal year. The Annual Budget shall be approved by the Board, and by the Council of the Operator, not later than December 31, 2024.
2. Thereafter, each year the Coordinator shall prepare a proposed budget for the following fiscal year for the Program and submit it to the Board by October 1st. The Board shall meet on the proposed budget and recommend by October 15th a budget to operate the Program during the following fiscal year. The Annual Budget shall be approved by the Board, and by the Council of the Operator, not later than December 31st of each year.
3. The Annual Budget shall include operational and capital expenses, and shall be based on such assets and revenues as may be held by the Operator for the Program and as may be paid by each City according to each City's proportionate share, as determined below.

F. Expenditures: The budget shall provide detailed itemization describing the available funds, and the purchases and other expenditures intended to be made during the Budget year, including for the purchase, replacement, and maintenance of equipment, training, including tuition costs, and such other capital and operational expenses as recommended by the Coordinator and approved by the Board. The Coordinator shall utilize the available funds as set forth in the approved Budget. No expenditure may be made which is inconsistent with the approved Budget without the approval of the Cities, and expenditures must be made in accordance with the requirements of any grants received. All expenditures shall be made following the policies and procedures of the Operator.

G. Compensation: Except as otherwise provided herein, and except for the funds provided to the Operator for the operation of the Program, the Operator shall receive no compensation for its services. No compensation shall be paid by the Program to any participating City or to CVD for use of space at any City's buildings or for any other services that a participating City or CVD may provide.

H. Participating City Annual Contributions to the Program: After the first year of the Program, apportionment of the cost of the annual budget expenditures, which includes capital expenses, operational expenses, and any share of payment to cover the Operator discount, shall be paid for through grants, and any portion not paid through grants shall be paid by the Cities as set forth herein and on the basis of the formula set forth in Exhibit E. The formula may be modified from time to time as approved by the Board. The annual payment from each City, as determined by the Board, shall be referred to as a City's "Annual Contribution."

I. Payments by Cities Subject to Each City's Laws. Any payments by a participating City for its initial contributions in the first two years of the Program, its Annual Contribution or any other payment called for by this Agreement, shall be subject to each City's policies, procedures and legal requirements relative to budgeting, appropriations and expenditures. No use of the funds contributed by a participating City may be made by the Operator on behalf of the Program unless such expenditure is consistent with the Annual Budget of the Program.

J. Failure to Provide City's Proportionate Share: If a participating City does not meet its financial obligations within a ninety (90) day grace period after payment is due, no services under the Program will be provided within that City thereafter until payment is made. If within one hundred eight (180) days after payment is due, a City has not made full payment of amounts due, that City will be considered to be in default, and that City shall, after notice is provided by the Operator, will forfeit all of its interests and rights in the Program, and will no longer be considered a member or to have any rights in any property purchased under the Program.

V. Staffing of the Program

A. The staffing of the Program shall be governed by this Agreement. The overall intent for the formation of the Program is that the Operator shall contract for services, including staffing of the Program.

B. Specific staffing levels of the Program shall be determined as approved in the annual budget by the Board.

VI. Vehicles, Equipment, Uniforms, and Office Space

A. All equipment, supplies, vehicles or other property purchased for the Program by the Operator shall be considered joint property of the Program. Such property shall be maintained by the Operator. The Operator shall provide insurance coverage for such property through the Program.

B. The Operator shall determine to purchase, lease or contract for equipment, uniforms, supplies or vehicles, new or used, as set forth in the annual budget. Any such purchase, lease or contract shall be made by the Operator with Program funds held by the Operator, pursuant to the polices and procedures of the Operator. No such expenditure may be made unless the expenditure is consistent with and included in the Annual Budget of the Program. Any expenditure that is not included in the Annual Budget must be approved in writing by the Board.

C. In order to avoid using outdated or faulty equipment, the Operator may trade-in or sell equipment purchased with Program funds, and such actions shall be in accordance with the policies and procedures of the Operator. Any revenue from such action shall be retained by the Operator on behalf of the Program for its use, including for the purchase of replacement equipment.

D. Each City shall provide sufficient office or other similar space for Program staff assigned to work in that City for use during their work hours when not in the field. Such space and any related needed telecommunications and computer equipment and office supplies shall be provided by the Operator, or as otherwise agreed with each City. Any equipment or supplies provided by the office space's host City, and any in-kind use of space, utilities, common areas, bathrooms, etc. in and around such office space shall be at such host City's own expense.

VII. Communications

It is understood that the sharing of information between the Parties is an essential component of the Program. However, due to the sensitivity of certain information and laws related to public records, the following protocols are specified in this Agreement.

A. Parties will cooperate with each other in an effort to ensure that each City's interests are taken into consideration prior to the dissemination of information to the news media.

B. The Cities agree that certain information may not be disclosed, or may not be initially disclosed, due to the nature of an on-going investigation, an individual's rights, as required by law, or for other legitimate considerations.

C. Under no circumstances shall the Cities, or any employee or agent of such participating Cities, speak publicly for any of the other Cities. When possible, every effort will be made to coordinate the release of information by the Operator and/or between the Parties prior to release to the news media.

VIII. Liability

No participating City or any of it's employees, officers or agents shall be liable in damages to another participating City, or its employees, officers or agents, its inhabitants, or its contractual obliges, or any person to whom service is being provided, for failure to answer any call for services, or for lack of speed in answering such call, or for failure or inadequacy of equipment, or for the negligence, misfeasance, or nonfeasance of its employees, or for any other cause whatsoever related to the rendering of Program services.

IX. Termination of the Agreement or Withdrawal

A. This Agreement may be terminated by the vote of two-thirds (2/3) of the Board.

B. Upon termination of this Agreement, any remaining funds of the Program, after payment of all costs and expenses of the Program, including the use or repayment of grant funds, shall be distributed to the Cities that were a party to this Agreement at the time of termination in the same proportion as each would then be required to contribute said funds. In the event the Board votes to discontinue this Agreement, any equipment, supplies, uniforms or vehicles purchased by the Operator with Program funds shall be disposed of as determined by the majority of the Board, following the policies and procedures of the Operator. The proceeds from the sale of any such items, and any remaining funds held by the Operator on behalf of the Program, shall be distributed proportionately to each Participating City that is a part of the Program at that time using the same formula set forth in this Agreement that is used to calculate the contribution of each City.

C. Any City may withdraw from this Agreement and the Program, and thereby discontinue its rights, obligations and duties under this Agreement by providing all other Participating Cities one hundred eighty (180) days advanced written notice of its intent to do so. Upon any such withdrawal, the withdrawing Participating City shall forfeit any and all rights to any funds of the Program or to any equipment jointly purchased hereunder, including, but not limited to, the future use of said equipment or the equity value thereof.

D. Any City that fails to meet its financial obligations, as set forth in Paragraph IV (H) and (J) herein, shall automatically be considered to have voluntarily withdrawn from this Agreement and as a member of the Program. The Board may, by a favorable vote of a minimum of two-thirds (2/3) of the members, vote to terminate the participation and membership of any member that fails to meet its obligations under this Agreement.

X. Dispute Resolution

Any dispute among the member Cities with regard to the operation, funding or any other issue concerning the Program, shall, whenever possible, be resolved by the Board. The Board may request a recommendation from a committee comprised of the Chiefs of Police and Fire of the Cities. If reasonable efforts to resolve any dispute in this manner shall fail, the Cities agree to utilize mediation by a third party selected by mutual agreement of a majority of the Board. Other than as specifically set forth in this Agreement, the Cities shall not be deemed to have waived any rights each such Party shall have under the law.

XI. Addition of New Member Cities

The Board may consider another community's request to join in this Agreement after reviewing a report and recommendation from the Coordinator. A community approved by the Board to join the Program shall, after executing this Agreement, be assessed a start up fee determined by the Board. The joining community shall adhere to the policies and procedures set forth in this Agreement.

XII. Amendments to the Agreement

This Agreement may be modified at any time by the written consent of all of the member Cities. Modifications shall have no force and effect unless such modifications are in writing and signed by authorized representatives of each of the Cities. The approval of each City shall be subject to the policies and procedures of said City, and as required by law.

Exhibit A – Contract with Recovery Resources
Exhibits B and C – Contracts with Consultants from CSU for Assessment of Program
Exhibit D – Initial 2-Year Budget
Exhibit E – Formula for Contribution from Cities

WHEREFORE, authorized representatives of each City in this Agreement, indicating their Party's approval of the terms herein, have signed as of the dates set forth below.

CITY OF CLEVELAND HEIGHTS

By: _____

Printed Name: Kahlil Seren

Title: Mayor

Date: 5.30.2024

APPROVED FOR LEGAL FORM:

By: _____

Printed Name: WILLIAM B. HANNA

Title: DIRECTOR OF LAW

Date: 5/30/24

CITY OF RICHMOND HEIGHTS

By: _____

Printed Name: _____

Title: Mayor

Date: 6/24/24

APPROVED FOR LEGAL FORM:

By: _____

Printed Name: R. Todd Hunt

Title: DIRECTOR OF LAW

Date: 06/24/2024

CITY OF SHAKER HEIGHTS

By: _____

Printed Name: DAVID E. WEISS

Title: MAYOR

Date: 5·21·24

APPROVED FOR LEGAL FORM:

By: _____

Printed Name: William M. Ondrey Gruber

Title: Director of Law

Date: 5·20·24

CITY OF SOUTH EUCLID

By: Georgine Welo

Printed Name: Georgine Welo

Title: Mayor City of South Euclid

Date: May 21, 2024

APPROVED FOR LEGAL FORM:

By: [illegible]

Printed Name: Michael P. Lograsso

Title: Law Director

Date: 5-24-2024

CITY OF UNIVERSITY HEIGHTS

By: _____

Printed Name: MICHAEL DYLAN TRENNAN

Title: MAYOR

Date: MAY 20, 2024

APPROVED FOR LEGAL FORM:

By: _____

Printed Name: Brandie Bryan

Title: Law Director

Date: May 20, 2024

EXHIBIT A

CONTRACT

BETWEEN THE **CITY OF SHAKER HEIGHTS**, OHIO AND **RECOVERY RESOURCES** FOR PROFESSIONAL SERVICES TO PROVIDE STAFFING FOR THE FIRST CRISIS ASSISTANCE AND LOCAL LINKAGE (CALL) PROGRAM.

This CONTRACT is made at Shaker Heights, Ohio, as of the **15th day of May, 2024** ("Effective Date"), by and between the **CITY OF SHAKER HEIGHTS**, an Ohio municipal corporation, 3400 Lee Road, Shaker Heights, Ohio 44120, (216) 491-1400 (hereinafter designated the "City"), and **RECOVERY RESOURCES**, 4269 Pearl Road, Cleveland, Ohio 44119, (216) 431-4131 (hereinafter designated the "Consultant"), pursuant to the authority of Ordinance No. 24-16, enacted February 26, 2024, a copy of which is attached hereto as **Exhibit A** and incorporated herein. The City and Consultant are together referred to as the "Parties", and each of them individually is referred to as a "Party".

Whereas, the City created a Mental Health Response Program (MHRP) by contracting with Recovery Resources, an affiliate of The MetroHealth System, on November 1, 2021, pursuant to Ordinance 21-93, enacted by Council on September 27, 2021, and in November 2022 the City hired a full-time Licensed Independent Social Worker (LISW) to continue the work of the MHRP; and

Whereas, the MHRP responds to eligible crisis calls simultaneously with, and separately from, first responders, engages with persons in crisis and first responders to assist persons in crisis and provide ongoing follow-up and referrals to other programs, to address any barriers to getting help, and to offer ongoing support; and

Whereas, the City maintains a partnership with Recovery Resources, a non-profit organization that has provided mental health addiction services in Cuyahoga County since 1955, and entered into an affiliation agreement with The MetroHealth System in 2018, so that together the two agencies can collaborate on behavioral health and primary care using a fully integrated health care record; and

Whereas, in March 2023, in response to the success of the MHRP, the cities participating in the joint dispatch center with Shaker Heights, including University Heights, Cleveland Heights, South Euclid, and Richmond Heights, expressed interest in the Program, and have agreed to work together on a joint program to be called the First Crisis Assistance and Local Linkage (CALL) Program (referred to herein as the "Program") and to be operated by the City of Shaker Heights on behalf of the five cities; and

Whereas, the five communities have applied for and received a grant from the Department of Justice, COPS office, FY23 Implementing Crisis Intervention Teams - Community Police Development in the amount of $399,846 as the first source of funding for the First CALL Program, and are seeking additional funding, including funding pledged from the five communities; and

Whereas, the City and Recovery Resources intend to enter into a contract for a two-year period for a total potential amount of $1,057,946, with the extent of services to be provided subject to the funding received from grant sources and the contributions of the five cities; and

Whereas, the intended services will include the hiring by Recovery Resources of licensed mental health professionals and peer support specialists that will work on the First CALL Program in the five communities and at the joint dispatch center operated by the Chagrin Valley Dispatch Council (referred to herein as "CVD").

EXHIBIT A

Now, Therefore, the Parties hereto agree as follows:

1. Scope of Work:

A. The Consultant hereby agrees to provide professional services for the First Crisis Assistance and Local Linkage (CALL) Program (hereinafter designated the "Program"), as directed by the Coordinator of the Program, who is currently Annette Amistadi (referred to herein as the "Program Coordinator"). Consultant, in coordination with the Program Coordinator, shall provide the following professional consulting and related services for the Program (hereinafter referred to as the "Services"). It is agreed and understood by the Parties that the Services are subject to change as Services are phased in, as funds become available, and as determined by the Consultant and Program Coordinator in consultation with the cities in the Program.

(i) Hiring, training and overseeing licensed mental health professionals and peer support specialists that will work exclusively on the Program that will serve Shaker Heights, Cleveland Heights, University Heights, Richmond Heights, South Euclid and CVD.

a. Hiring to be done in a timely manner to ensure program coverage, as funds are available. The Program Coordinator will be involved in hiring and performance reviews.

b. The professionals hired must meet the following standards:

(1) Educational, experience, physical, and driving standards set by the Program Coordinator and Recovery Resources.

(2) Must be comfortable working alongside first responders (Police, Fire, EMS).

(3) Must be master's level licensed mental health professionals who currently hold at least one of the following license types: Licensed Professional Counselor (LPC), Licensed Professional Clinical Counselor (LPCC), Licensed Social Worker (LSW), or Licensed Independent Social Worker (LISW).

(4) Three FTEs (or more) will be LSW or LPC. Salary: Dependent licensed (LPC, LSW) not to exceed $60,000.

(5) No more than 2 FTEs will be LISW or LPCC. Salary: Independently licensed (LPCC, LISW) not to exceed $68,500.

(6) Three FTEs will be peer support specialists, who shall have attended the 40-hour Peer Recovery Supporter Training provided by the Ohio Department of Mental Health and Addiction Services. If a candidate has not attended before their hire, then they must complete such training within 90 days of their hire date. Salary: to not exceed $37,440.

c. Consultant will also employ an independently licensed mental health professional to provide administrative/clinical supervision for those contracted with the Program and will meet with them at least once a month. The independently licensed mental health professional will provide clinical consultation if the Program Coordinator is not available. The FTE for this position is 0.50 or less. Salary: not to exceed $51,600.

(ii) The mental health professionals (referred to as "clinicians") shall perform the following tasks:

a. Three clinicians will serve as mobile alternative response team members responding in real-time to emergency calls placed to 911, with each two-member team assigned to two of the cities in the Program.

b. Clinicians will respond independently but simultaneously with first responders to crisis calls.

c. Clinicians may be asked to respond independently to a 911 call if deemed appropriate by dispatch and Program protocols.
d. Clinicians are responsible for their own safety and will not enter a scene until it is safe, will not enter a scene if they feel it is no longer safe, and/or will enter a scene only as directed by law enforcement or fire personnel.
e. Clinicians will respond as a team with peer support specialists in the Program.
f. Clinicians will work with the Program Coordinator for clinical supervision, risk assessments, and daily task assignments.
g. One Clinician will serve as an alternative response team member inside of the CVD joint dispatch center.
h. All clinicians will be trained in all Program areas to provide coverage as needed including, but not limited to, region familiarization, current clients, procedures, policies, dispatch, and follow up plans.
i. All clinicians will complete training agreed upon by the Program Coordinator and Consultant including, but not limited to, risk assessment, motivational interviewing, de-escalation techniques, mental health disorders, addiction, first aid/CPR, trauma informed care, HIPAA, physical disabilities, stages of change, screening tools, documentation standards, and applicable policies/procedures.
j. Trainings deemed mandatory by the Program Coordinator and Consultant must be completed before going to crisis calls.
k. The Program Coordinator will inform Consultant of any additional trainings that may be required by stakeholders.
l. All clinicians will be expected to work collaboratively with police departments, fire departments, CVD, community agencies, and other city/community stakeholders.
m. All clinicians will complete post crisis follow-up phone calls and/or in-person visits as assigned by the Program Coordinator to those referred/engaged in the Program.
n. All clinicians will engage in preventative outreach to community members as assigned

(iii) Peer support specialists shall perform the following tasks:
a. Serve as mobile alternative response team members responding in real-time to emergency calls placed to 911.
b. Respond independently but simultaneously with first responders to crisis calls.
c. They may be asked to respond independently to a 911 call if deemed appropriate by dispatch and Program protocols.
d. They are responsible for their own safety and will not enter a scene until it is safe, will not enter a scene if they feel it is no longer safe, and/or will enter a scene only as directed by law enforcement or fire personnel.
e. Will respond as a team with clinicians in the Program.
f. Will work with the Program Coordinator for clinical supervision, risk assessments, and daily task assignments.
g. Will be trained in all program areas to provide coverage as needed that include, but not limited to, region familiarization, current clients, procedures, policies, dispatch, and follow up plans.
h. Will complete training agreed upon by the Program Coordinator and Consultant including, but not limited to, risk assessment, motivational interviewing, de-escalation techniques, mental health disorders, addiction, first

aid/CPR, trauma informed care, HIPAA, physical disabilities, stages of change, screening tools, documentation standards and applicable policies/procedures.

i. Trainings deemed mandatory by the Program Coordinator and Consultant must be completed before going to crisis calls.

j. The Program Coordinator will inform Consultant of any additional trainings that may be required by stakeholders.

k. Peer supports will be expected to work collaboratively with police departments, fire departments, CVD, community agencies, and other city/community partners

l. They will complete post crisis follow-up phone calls and/or in-person visits as assigned by the Program Coordinator to those referred/engaged in the Program.

m. Will engage in preventative outreach to community members as assigned.

(iv) Consultant shall also assist with related trainings for city first responders and the Program.

(v) Consultant shall provide an Electronic Health Record (EHR) and ensure full documentation capacity to those working in the Program, to include the Program Coordinator.

a. The EHR license not to exceed $975 for the Program Coordinator.

b. EHR will be able to collect data such as, but not limited to:

(1) Demographic information of the person in crisis.
(2) Contact information.
(3) Injuries.
(4) If present, weapons present/used.
(5) Substance use.
(6) EMS present and did they transport and to where.
(7) Date referrals received.
(8) Response type.
(9) Individuals on scene.
(10) Interventions provided.
(11) Assessment of presenting problem.
(12) Initial outcomes.
(13) Follow ups provided.
(14) Referrals provided.
(15) Final disposition.

c. EHR will be able to run reports and identify the data mentioned above quickly and efficiently.

d. EHR will be able to document and track screening tool data such as Columbia Suicide Screener, Subjective Units of Distress Scale, etc. and be able to report changes over time.

e. All members of the PROGRAM are responsible for data collection and maintenance of records.

f. Consultant shall provide access of EHR to independent consultants at Cleveland State University to provide research, conclusions, and publication purposes.

(vi) Consultant shall meet regularly with the Program Coordinator, the five cities and CVD to discuss Program progress and provide additional collaboration as mutually agreed upon by both Parties.

(vii) The Program shall refer community members to Consultant when they may benefit from mental health and additional services.

(viii) The Program will be provided vehicles, purchased by the City with grant funds, that will be used while on shift to respond to crisis calls and complete follow-up. Maintenance and operation costs will be handled by the City. The assignment of vehicles will be completed by the Program Coordinator.

(ix) The Program will be provided laptop computers purchased by the City, to be used while on shift to assist in resource navigation, documentation, and other daily tasks. Maintenance and operation costs will be handled by the City. The laptops will be configured to operate on the City's and Recovery Resources' network infrastructure.

(x) The Program will be provided cell phones purchased by the City, that will be used while on shift to assist in communication needs, documentation, and other daily tasks. Maintenance and operation costs will be handled by the City. The cellphones will be configured to operate on the City's and Recovery Resources' network infrastructure.

(xi) Each Program employee will be provided an annual clothing allowance of $400. This must be used to purchase Program branded polo shirts, jacket, footwear and pants. All clothing and footwear will be approved by the Program Coordinator before purchase. Only approved clothing/footwear may be worn while on shift.

(xii) Office supplies will be provided by the Program, purchased by the City.

(xiii) Each team in the Program will be provided a Motorola Radio purchased by the City. The radio will be used for communication purposes only while on shift.

B. The Consultant and City shall agree on a budget for the Program, in consultation with the cities. The initial budget is set forth in **Exhibit B**, which is attached hereto and incorporated herein (the "Budget").

C. If there is any conflict or inconsistency between the terms in this CONTRACT and the Exhibits, the terms in this CONTRACT shall take precedence.

D. The City may authorize additional services through a subsequent Purchase Order(s), and any such work shall be subject to the terms of this CONTRACT and shall be completed within the time period set forth in this CONTRACT.

2. Term and Schedule of Work:

A. The term of this CONTRACT shall begin on **May 15, 2024** and shall expire on **May 15, 2026**, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. Consultant agrees to provide preparatory work for the Project prior to the start of the CONTRACT at no cost to the City.

B. The Consultant understands and agrees that time is of the essence for the completion of the Services. The work shall commence within ten (10) days from the date that Consultant receives Notice to Proceed, and shall be completed within the term of this CONTRACT. Receipt of a fully-signed copy of this CONTRACT shall be considered Notice to Proceed.

3. Compensation:

A. The City hereby agrees to pay compensation to the Consultant for the Services under this CONTRACT as set forth in the Budget (Exhibit B), and the total maximum compensation over the two-year term of this CONTRACT shall be **ONE MILLION FIFTY-SEVEN THOUSAND NINE HUNDRED FORTY-SIX DOLLARS ($1,057,946)**. Consultant's compensation for the Services shall not exceed said amount without the approval of the City in writing.

B. Consultant understands and agrees that expenditures by Consultant in furtherance of the Program shall be limited by the amount of revenue (i.e. grants and payments from the cities) obtained and contributed by the cities. Consultant shall work with the Program Coordinator, and the cities, to determine the extent and type of Program expenditures that can and shall be made with the funds available. It is expected that Program expenditures, including for the hiring of staff, shall be phased in as revenue is received to fund the Program. All expenditures by Consultant requiring payment by the City as fiscal agent for the Program, shall be approved in advance by the Program Coordinator.

C. Consultant shall be paid monthly within 30 days after receipt of each invoice as services are provided, after submission of invoices to the City and the City's approval of the invoices. Invoices shall not be submitted more often than monthly. The failure of the City to object to an invoice prior to payment of the invoice shall not be deemed a waiver by the City of an objection to the invoice or to the work product that is the subject of the invoice.

D. Consultant and the City agree that the fee above will cover all costs of the Consultant. If any unexpected costs arise, the Consultant must obtain the City's approval in writing prior to incurring any expense that it wishes to charge to the City. No other compensation or reimbursement shall be provided, no out-of-pocket or administrative expenses shall be paid, and no additional work shall be charged, other than the work included in this CONTRACT, except with the written approval of the City in advance. No late charges, interest or fees shall be charged to the City.

E. If this CONTRACT is terminated as provided herein, Consultant shall be paid pro rata for all services performed to the effective date of termination, unless the CONTRACT is terminated by the City for cause, due to the failure of Consultant to perform as required under this CONTRACT in a manner satisfactory to the City and in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and if the City has provided the Consultant with written notice of said failure to perform.

4. Oversight and Notices:

A. All the work done under this CONTRACT shall be performed under the oversight of the Program Coordinator.

B. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the Parties at the addresses first set forth above, unless changed by either Party by notice to the other Party; and (c) effective upon receipt.

5. Insurance:

A. The Consultant shall provide proof that it and its employees, including the Program staff hired by Consultant, are covered by workers compensation, professional liability, and general liability insurance in amounts acceptable to the Director of Law of the City, and Consultant shall provide the City with Certificates of Insurance for each policy.

B. The Certificate of Insurance for the general liability insurance policy shall (a) name the CITY OF SHAKER HEIGHTS as an additional insured; (b) be issued by a company licensed to do business in the State of Ohio, and provide the registration number; (c) provide contact information for the insurance company and any producer or issuer of the policy for the purpose of making claims; and (d) provide that at least ten (10) days written notice shall be given to the City of any material change in, or cancellation of, said insurance.

C. To the extent that Program staff use vehicles owned by the City and/or Program, the clinicians and specialists who may drive the vehicles shall be added to the City's auto policy, or a separate Program policy should there be one, at no additional cost. Each possible driver must have their driving record checked by the City and their names provided to the City's insurer. Such information must be maintained current. Each driver must have a valid license and have no more than 4 points on their license.

6. Default:

A. Should the Consultant at any time refuse or neglect to provide the services agreed to herein, fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the City shall have the right to immediately suspend all work or any part thereof under this CONTRACT until such time as the City is satisfied that the work may continue; or, after three (3) days written notice to the Consultant or the person performing the work on behalf of the Consultant, to terminate the CONTRACT.

B. Consultant has a right to notify the City that it will cure the default or objects to the City's position, and the parties will make a good faith effort to resolve any dispute.

C. The election by the City to either suspend or terminate this CONTRACT, or to refrain from doing so when it may have the right to do so, shall not be considered a waiver by the City of any of

its rights under this CONTRACT or the law, but rather shall be considered additional to any other such rights.

7. Indemnification:

The Consultant, its sub-consultants, and agents, shall indemnify, save harmless, and defend the City from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the City by reason of any negligent act or omission of the Consultant, its sub-consultants, agents, or its employees, in the execution of the work herein contracted for, in guarding the same, or in the use by the Consultant of any equipment or procedures which do not fully comply with the state and federal regulations governing such use.

8. Hiring, Subcontracting and Assignment

A. Consultant shall use on this CONTRACT only its own employees. No subconsultant, and no affiliate, agent or subsidiary of Consultant, shall perform work on this Services without the written permission of the City.

B. Consultant may not assign this CONTRACT without the express written approval of the City.

C. City agrees not to solicit for employment or employ any employee of Consultant during the term of this CONTRACT or within one year after the end of the employee's employment by Consultant without the express written consent of Consultant.

9. Independent Contractor:

The Consultant hereby acknowledges that it is an independent contractor and neither it nor its employees, subconsultants or agents are employees of the City of Shaker Heights, or of any of the other four cities in the Program, or CVD. The Consultant shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Consultant who provide personal services to the City and the Program are not public employees under Ohio state law.

10. Documents:

A. All of the work product created or put into any form, electronic or otherwise, under this Contract shall be considered to be the property of the City. Consultant shall provide copies of all documents created in the performance of the work under this CONTRACT to the City.

B. All documents, whether printed, hand written, or electronic, produced by Consultant as a part of its work under this CONTRACT are the property of the City, and all such documents shall be turned over to the City at the end of this CONTRACT, and at such other times during the term of the CONTRACT as requested by the City.

C. All documents produced by Consultant as a part of its work under this CONTRACT shall be considered confidential and shall not be provided to any other party other than the City without the written permission of the City.

11. Equal Employment Opportunity:

The City and Consultant agree that they shall abide by any and all applicable equal employment opportunity laws, including the City's ordinances, Cuyahoga County Ordinances, and the laws of the State of Ohio and U.S. government, and to use their best efforts to subcontract with DBEs when possible. The City and Consultant shall ensure that applicants are hired, and that employees are treated during employment, without regard to their race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, and gender identity or expression. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and election for training, including apprenticeship.

12. Complete Contract:

This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the Parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both Parties and their respective heirs, administrators, executors, successors, and assigns.

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

1. _____

2. _____

RECOVERY RESOURCES

By: _____
Seona Goerndt
President and Chief Executive Officer

Tax ID. No. 34-1211116

Date: _____

WITNESSES:

1. _____

2. _____

CITY OF SHAKER HEIGHTS

By: _____
Mayor David E. Weiss

Date: _____

APPROVED AS TO FORM:

By: _____
William M. Ondrey Gruber
Director of Law

Date: _____

Prepared by: William M. Ondrey Gruber
Director of Law

The sum of $_____ is on and after (date) _____ in the City Treasury or in process of collection, to the credit of Fund #_____, and not appropriated for any other purpose.
Purchase Order No. _____

_____
John J. Potts, Director of Finance
Date: _____

cont24/police/0312recoveryresourcesFirstCALL

ORDINANCE NO. 24-16
BY: Ifeolu Claytor

Authorizing a personal services contract with MetroHealth System - Recovery Resources in the amount of $1,057,946 to establish and operate the Crisis Assistance and Local Linkage (CALL) Program in the cities of Shaker Heights, Cleveland Heights, University Heights, Richmond Heights and South Euclid for the period of March 1, 2024 through May 31, 2026, and an agreement between the five communities to implement the Program.

WHEREAS, the City created a Mental Health Response Program (MHRP) by contracting with MetroHealth System's Recovery Resources on November 1, 2021, pursuant to Ordinance 21-93, enacted by Council on September 27, 2021, and in November 2022 the City hired a full-time Licensed Independent Social Worker (LISW) to continue the work of the MHRP; and

WHEREAS, the MHRP responds to eligible crisis calls simultaneously with, but separately from, first responders, engages with persons in crisis and first responders to assist persons in crisis and provide ongoing follow-up and referrals to other programs, to address any barriers to getting help, and to offer ongoing support; and

WHEREAS, the City maintains a partnership with Recovery Resources, a non-profit organization that has provided mental health addiction services in Cuyahoga County since 1955, and was acquired by the MetroHealth System in 2018, so that together the two agencies can collaborate on behavioral health and primary care using a fully integrated health care record; and

WHEREAS, in March 2023, in response to the success of the MHRP, the cities participating in the joint dispatch center with Shaker Heights, including University Heights, Cleveland Heights, South Euclid, and Richmond Heights, expressed interest in the Program, and have agreed to work together on a joint program to be called the Crisis Assistance and Local Linkage (CALL) Program and to be operated by the City of Shaker Heights on behalf of the five cities; and

WHEREAS, the five communities have applied for and received a grant from the Department of Justice, COPS office, FY23 Implementing Crisis Intervention Teams - Community Police Development in the amount of $399,846 as the first source of funding for the CALL Program, and are seeking additional funding, including funding pledged from the five communities; and

WHEREAS, the City and MetroHealth System - Recovery Resources intend to enter into a contract for a two-year period for a total potential amount of $1,057,946, with the extent of services to be provided subject to the funding received from grant sources and the contributions of the five cities; and

WHEREAS, the intended services will include the hiring by Recovery Resources of licensed mental health professionals and peer support specialists that will work on the CALL Program in the five communities and at the joint dispatch center.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

EXHIBIT A

Section 1. The Mayor is hereby authorized and directed to enter into a personal services contract with MetroHealth System - Recovery Resources in the amount of $1,057,946 to establish and operate the Crisis Assistance and Local Linkage (CALL) Program in the cities of Shaker Heights, Cleveland Heights, University Heights, Richmond Heights and South Euclid for the period of March 1, 2024 through May 31, 2026, with the extent of services subject to the receipt of funding. Said contract shall be in the form as approved by the Director of Law.

Section 2. The Mayor is also hereby authorized and directed to enter into an agreement with the cities of Cleveland Heights, University Heights, Richmond Heights and South Euclid in order to implement the CALL Program through MetroHealth System - Recovery Resources. Said agreement shall be in the form as approved by the Director of Law.

Section 3. This ordinance shall take effect from and after the earliest time allowed by law.

Enacted February 26, 2024.

Approved this _____ day of _____, 2024.

_____
DAVID E. WEISS, Mayor

Attest:

_____
WILLIAM M. ONDREY GRUBER
Clerk of Council Pro Tem
coun24/0226MetroHealthRecoveryResources

EXHIBIT B

Crisis Assistance & Local Linkage (CALL) Program
Program Year 1 Budget (3/18/24)

Sources	Share	Amount
ADAMHS Grant		$ 256,437
Gund Foundation / Cuyahoga County		262,273
COPS Grant		199,923
SCIP Grant		62,500
Subtotal - Grants		**$ 781,133**
Heights Hillcrest Communities Participation*		
Cleveland Heights	20.00%	$ 14,782
Shaker Heights	20.00%	14,782
South Euclid	20.00%	14,782
Richmond Heights	20.00%	14,782
University Heights	20.00%	14,782
Subtotal - Participating Cities (Capital Contribution)		**$ 73,910**
Total Sources		**$ 855,043**

**This represents the additional capital costs that were not fully funded by grants in Year 1. The allocation is consistent with the former HHCC methodology.*

Uses	Amount
Personnel Costs	**$ 628,023**
Other Operating Costs	
Independent Research Consultant	$ 20,000
Marketing & Education	10,000
CIT Training	5,505
Cellular Phones	4,900
Maintenance & Repairs	4,000
Uniforms	4,000
Office Supplies	1,200
Electronic Chart License Agreement	975
Subtotal - Other Operating Costs	**$ 50,580**
Total Operating Costs	**$ 678,603**
Capital Costs	
Electric Vehicles (4)	$ 140,000
Radios (4)	18,940
Computers (7)	17,500
Total Capital Costs	**$ 176,440**
Total Uses (Operating & Capital)	**$ 855,043**

Crisis Assistance & Local Linkage (CALL) Program
Program Year 2 Budget (3/18/24)

Sources	Share	Amount
ADAMHS Grant		$ 266,694
COPS Grant		199,923
Gund Foundation / Cuyahoga County		126,630
SCIP Grant		62,500
Subtotal - Grants		**$ 655,747**
Heights Hillcrest Communities Participation*		
Cleveland Heights	33.78%	$ 16,888
Shaker Heights	25.17%	12,584
South Euclid	18.31%	9,153
Richmond Heights	11.97%	5,987
University Heights	10.78%	5,388
Subtotal - Participating Cities (Operating Contribution)		**$ 50,000**
Total Sources		**$ 705,747**

**Operational costs contribution based on a Modified EDGE allocation methodology (including call volume).*

Uses	Amount
Personnel Costs	**$ 653,144**
Other Operating Costs	
Independent Research Consultant	$ 20,800
Marketing & Education	10,400
CIT Training	5,725
Cellular Phones	5,096
Maintenance & Repairs	4,160
Uniforms	4,160
Office Supplies	1,248
Electronic Chart License Agreement	1,014
Subtotal - Other Operating Costs	**$ 52,603**
Total Operating Costs	**$ 705,747**
Capital Costs	
TBD**	$ -
Total Capital Costs	**$ -**
Total Uses (Operating & Capital)	**$ 705,747**

***Assumption is that the capital required to expand the program is fully funded in Year 1.*

Crisis Assistance & Local Linkage (CALL) Program

2 Year Budget - Sources & Uses (DRAFT)

Sources	Amount
ADAMHS Grant	$ 523,131
COPS Grant (Federal)	399,846
Gund Foundation / Cuyahoga County	388,903
SCIP Grant (State)	125,000
Joint Dispatch Communities (5) Participation	123,910
Total Sources	$ 1,560,790

Uses	Amount
Personnel Costs	$ 1,281,167
Other Operating Costs (research consulant, marketing, phones, maintenance and repairs, uniforms, office supplies, etc.)	103,183
Capital Costs (electric vehicles, computers, radios)	176,440
Total Uses	$ 1,560,790

EXHIBIT B

CONSULTING AGREEMENT
BETWEEN DANA HUBBARD AND THE CITY OF SHAKER HEIGHTS

This Consulting Agreement ("the Agreement"), effective as of 28th day of June, 2024 (the "Effective Date"), is between the **City of Shaker Heights** ("Sponsor"), and **Dana Hubbard, PhD** (the "Consultant"). The Consultant and Sponsor desire to undertake and support evaluation activities to address the Sponsor's objectives. To accomplish this, the Consultant and the Sponsor agree as follows:

1. Statement of Work

The Sponsor desires to have the Consultant undertake an Evaluation titled "Proposal to Evaluate the Mental Health Response Team" in accordance with the scope of work described in Appendix A, which is attached hereto and incorporated herein. The Consultant agrees to use reasonable efforts to perform the Evaluation. The Consultant will determine the nature and priority of evaluation activities in collaboration with the Sponsor but will use its discretion and judgment regarding the method and means of performing the Scope of Work.

Funding provided by the Sponsor shall be allocated in a manner reasonably consistent with Appendix B ("Evaluation Budget Narrative"), which is attached hereto and incorporated herein. The Sponsor acknowledges that the Consultant makes no expressed or implied warranties for the results of the Evaluation. Should the Sponsor seek additional services beyond the Scope of Work, and which would exceed the hours or responsibilities prescribed in this Agreement, the Consultant and the Sponsor shall jointly negotiate an equitable adjustment of price and the Scope of Work.

2. Term

The Agreement is effective as of the Effective Date and ends twelve (12) months thereafter ("Term"). The Evaluation will be conducted during the Term and according to a timeline mutually agreed upon by the Consultant and the Sponsor and included in the Scope of Work described in Appendix A. The Term may be extended by mutual agreement of the parties.

3. Consultation

Selected personnel of the Sponsor, designated by the Sponsor to the Consultant, shall have the right to confer with the Consultant and his/her Associates for such reasonable periods and at such times as are mutually convenient.

4. Reports

The Consultant shall furnish the Sponsor periodic written progress reports at six-month intervals during the Term of this Agreement. A draft final written report setting forth the significant Evaluation findings shall be prepared by the Consultant and submitted to the Sponsor

no more than forty-five (45) days after the completion of the Evaluation. Consultant agrees to consider all comments received from Sponsor within fifteen (15) days after submission of the Report to Sponsor. A final written report shall be provided to Sponsor within ninety (90) days after completion of the Evaluation.

5. Equipment and Property

Unless otherwise explicitly provided in the Statement of Work, title to and ownership of all equipment and property purchased by the Consultant under the Agreement will be in and remain with the Consultant even after completion or termination of the Agreement.

6. Intellectual Property Rights

(a) Definitions

(1) "Intellectual Property" means inventions, whether or not patentable, copyrightable works, know-how, trade secrets, software, including source code and object code, compositions of matter, procedures, and experimental results, art, method, machine, manufacture, design or any new and useful improvement of any of the foregoing.

(2) Intellectual Property created by the Consultant in the performance of the Agreement shall be owned by the Consultant (hereinafter "Consultant Intellectual Property").

(3) Intellectual Property created by Sponsor in the performance of the Agreement, shall be owned by Sponsor (hereinafter "Sponsor Intellectual Property").

(4) Intellectual Property jointly created by the Consultant and Sponsor and specified in the Scope of Work as a joint task in the performance of the Evaluation under the Agreement (hereinafter "Joint Intellectual Property"), shall be owned jointly by the Consultant and Sponsor. Intellectual Property jointly created by the Consultant and Sponsor but not as a result of work specified as a joint task in the Scope of Work shall be owned by the Consultant and considered Consultant Intellectual Property. Sponsor's right to use and license such shall be subject to the terms of the Agreement.

(5) "Consultant Background Intellectual Property" means all Intellectual Property which has been created by or in the possession of the Consultant prior to the Effective Date and reduced to practice by the Consultant prior to the Effective Date or which is developed independently of the Agreement by the Consultant. The Consultant shall retain the entire right, title, and interest in and to Consultant Background Intellectual Property. If the Sponsor desires to license Consultant Background Intellectual Property which is necessary to utilize Consultant Intellectual Property, in conjunction with any of the licensing options set forth above, and to the extent the Consultant is able to do so, a license may be negotiated with the Consultant on the standard terms and conditions of the Consultant's licenses.

(6) "Sponsor Background Intellectual Property" means all Intellectual Property which has been created by or in the possession of the Sponsor prior to the Effective Date and reduced to practice by the Sponsor prior to the Effective Date or which is developed independently of the Agreement by the Sponsor. The Sponsor shall retain the entire right, title, and interest in and to Sponsor Background Intellectual Property under the Agreement.

(b) Licensing Rights

(1) Any and all tangible materials, analysis, and reports, regardless of format, delivered by and developed or created solely by the Consultant ("**Work Product**") shall belong to the Consultant. The Consultant shall grant the Sponsor a perpetual, non-royalty bearing, worldwide license to use, reproduce, publish, and distribute the Work Product in accordance with this Agreement. The Sponsor agrees to recognize its use of the Work Product by including an attribution in a prominent location within publications, reports, or other materials that acknowledges the contribution of the Consultant and/or use of the Work Product.

(2) Any reports developed or created by both the Consultant and the Sponsor will be jointly owned.

(3) To the extent pre-existing intellectual property owned by the Sponsor or Consultant is incorporated into the Work Product, the original owner shall retain ownership over their own intellectual property. Each Party shall grant to the other Party a perpetual, non-royalty-bearing, worldwide license to use the other Party's pre-existing intellectual property when included in the Work Product developed pursuant to this Agreement.

(4) To the extent intellectual property owned by a third party is incorporated into the Work Product, either Party will obtain the necessary permissions and/or licenses to use such materials.

(5) The Consultant will have a non-exclusive, non-transferable, non-royalty bearing, license to use and make derivative works of all Sponsor Intellectual Property for internal academic and research purposes.

7. Publication

Consultant shall be free to use the data and conclusions of the Evaluation for its own teaching, research, educational, and publication purposes. Consultant agrees to submit to Sponsor a copy of any proposed publication resulting from the Evaluation at least thirty (30) days prior to submission and agrees to consider all comments received from Sponsor at that time. If no comments are received from the Sponsor within this thirty (30) day period, it is agreed that the publication can proceed without delay. If the Sponsor determines that the publication contains patentable subject matter that requires protection, the Sponsor may require the delay of the publication for a period of time not to exceed sixty (60) days so the Sponsor may pursue such protection; such delay, however, shall not be imposed on the filing of any student thesis or dissertation.

8. Confidentiality

The Sponsor and the Consultant agree that neither shall use any Confidential Information made available by the other party for any purpose except as permitted by this Agreement, unless otherwise required by law. Each party agrees to be bound by all applicable standards for confidentiality, have safeguards in place to assure that such records and information are kept confidential, and apply such standards to its employees and agents.

Confidential Information as it relates to the collection, use, or maintenance of human subjects research is identifiable private information about a living individual for which a living person has a reasonable expectation that it will not be made public and is not generally available in the public domain or becomes available to the public through no fault of the receiving party; or is independently known prior to receipt thereof or is discovered independently by an employee of the receiving party who had no access to the information supplied by the disclosing party under this Agreement; or is made available to the receiving party as a matter of lawful right by a third party; or is required to be disclosed by law or court order.

9. Payment Schedule

The Funding shall be paid in accordance with the budget set forth in Appendix B. The Consultant will submit invoices for work done **quarterly**.

By checks made payable to:
Dana Hubbard
3322 Ardmore Road
Shaker Heights, OH 44120

The total payment to Consultant under this Agreement shall not exceed $5,000 during the term of this Agreement, including the fees and any supplies or other costs approved by the Sponsor, without the approval in advance of the Sponsor in writing.

10. Termination

This Agreement may be terminated by the Sponsor for any reason upon sixty (60) days written notice. The Consultant may terminate this Agreement if circumstances beyond its control preclude continuation of the Evaluation. Upon termination, the Consultant will be reimbursed by the Sponsor for all costs including time and effort and non-cancelable commitments incurred by the Consultant in the performance of the Evaluation.

If the Agreement is terminated early by the Sponsor, the Consultant agrees to de-identify the Consultant Intellectual Property collected pursuant to this Agreement. In the event that the Consultant Intellectual Property is unable to be de-identified but confidentiality was assured by the Consultant as part of the human subject research process, the Consultant agrees to relinquish the Consultant Intellectual Property to an independent Consultant successor to support the

evaluation activities and the Sponsor's objectives.

In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice. The sole and exclusive remedy for breach by the Consultant of any obligation under this Agreement will be the Sponsor's right to terminate its obligation to make further payments to the Consultant, but the Consultant will be reimbursed for all costs and non-cancelable commitments incurred until the effective date of termination.

11. Warranties

THE CONSULTANT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EVALUATION OR ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE EVALUATION OR ANY SUCH INVENTION OR PRODUCT; OR FREEDOM FROM PATENT, TRADEMARK, OR COPYRIGHT INFRINGEMENT, INFORMATIONAL CONTENT, INTEGRATION, OR THEFT OF TRADE SECRETS AND DOES NOT ASSUME ANY LIABILITY HEREUNDER FOR ANY INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT ARISING FROM THE USE OF INFORMATION, RESULTS OR DELIVERABLES OR RIGHTS GRANTED OR PROVIDED BY IT HEREUNDER. THE CONSULTANT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES SUFFERED BY ANY LICENSEE OR ANY OTHERS RESULTING FROM THE USE OF THE EVALUATION OR ANY SUCH INVENTION OR PRODUCT.

12. Assignment

Neither party shall assign this Agreement to another without the prior written consent of the other party; however, the Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets, provided that such successor shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment shall be void.

13. Independent Inquiry

Nothing in this Agreement shall be construed to limit the freedom of the Consultants who are participants in this Agreement, whether paid under this Agreement or not, from engaging in similar Evaluation inquiries made independently under other grants, contracts, or agreements with parties other than the Sponsor. Competitive and/or comparable funding from other sponsors does not necessarily represent a conflict but will be reviewed for potential conflicts.

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All notices under the Agreement will be in writing and shall be given or made: (1) in person; (2) by email; or (3) by an internationally recognized overnight courier service. All notices that are given in person shall be deemed received immediately; all notices that are transmitted by email will be deemed received upon written confirmation by the receiving party; all notices that are sent by an internationally recognized overnight courier service shall be deemed received on the date said courier service states delivery was made.

If to the Consultant:
Dana Hubbard
3322 Ardmore Rd
Shaker Heights, Oh 44120

If to the Sponsor:
Annette Amistadi
3355 Lee Road
Shaker Heights, Ohio 44120

15. Disposal of Funds

In the event of termination of the Agreement prior to completion of the Evaluation, the Consultant will return any funds received from the Sponsor pursuant to the Agreement, except for funds that (i) have been earned or (ii) will be required to fulfill commitments made by the Consultant in connection with the Evaluation.

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Each of the parties will be excused from the performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the party affected. The parties will, however, use their best efforts to avoid or cure such conditions. The party claiming such conditions as an excuse for delaying performance will give prompt written notice of the conditions, and its intent to delay performance, to the other party and will resume its performance as soon as performance is possible.

17. Governing Law

The Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Sponsor consents to the exclusive jurisdiction and venue of state and federal courts sitting in Cuyahoga County, Ohio for all disputes arising under this Agreement.

18. Entire Agreement

This Agreement embodies the entire understanding between the Consultant and the Sponsor for this Evaluation, and any prior or contemporaneous representations, either oral or written, are superseded. No amendments or changes to this Agreement, including, without limitation, changes in the statement of work, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

19. No Agency

Neither party is an agent, servant, employee, legal representative, partner, or joint venturer of the other. Nothing herein shall be deemed or construed as creating a joint venture or partnership between the parties and neither party has the power or authority to bind or commit the other.

20. No Third Party Beneficiaries

The Agreement does not create any rights, or rights of enforcement, in third parties.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the first date indicated above.

CONSULTANT

Name: Dana Hubbard

Date: May 14, 2024

Signature: _____

SPONSOR: City of Shaker Heights

Name: ~~David E. Weiss, Mayor~~ Carmella Williams, Acting Mayor

Date: 6.28.24

Signature: _____

Approved for Legal Form:

_____

William M. Ondrey Gruber, Director of Law

APPENDIX A

Proposal to Evaluate the Mental Health Response Team

Evaluation Personnel

Dana Hubbard, PhD—Lead Evaluator. Dr. Hubbard is an Associate Professor of Criminology in the Department of Criminology and Sociology at Cleveland State University (CSU) and a Faculty Affiliate of the Criminology Research Center at CSU. Her research interests include women and crime, race and crime, and corrections and the intersection of all of these areas. She has published in journals such as *Justice Quarterly, Crime and Delinquency*, and the *Prison Journal*. She has also been the recipient of numerous grants associated with evaluation research.

Rachel Lovell, PhD—Co-Lead Evaluator. Dr. Lovell is an Assistant Professor of Criminology in the Department of Criminology and Sociology at Cleveland State University (CSU) and Director of the Criminology Research Center at CSU. She is an applied criminologist and methodologist whose research focuses on gender-based violence and victimization, particularly sexual assault, human trafficking, and intimate partner violence. She is the lead author of the recently released edited book, *Sexual Assault Kits and Reforming the Response to Rape* and numerous publications in academic outlets such (most recently) *Journal of Criminal Justice, Criminal Justice and Behavior, Victims and Offenders, Journal of Contemporary Criminal Justice,* and *Journal of Forensic Science* and numerous book chapters.

She is an established scholar with approximately $6 million in external funding in the last nine years, primarily as a research partner/evaluator on numerous federal, state, and locally funded research projects. Dr. Lovell is a mixed-method methodologist with over a decade of experience leading program evaluation with criminal justice partners in the Greater Cleveland area. Currently, she is the lead researcher on multiple federal awards with law enforcement agencies such as the Cuyahoga County Prosecutor's Office, Cleveland Division of Police, and Akron Police Department. She also teaches a graduate-level program evaluation course at Cleveland State University.

For more information, see their Letter of Commitment.

Scope of Work and Deliverables

The City of Shaker Heights personnel and/or program staff will be primarily responsible for collecting, cleaning, and managing data related to award-specific performance measures and evaluation deliverables (see the proposal for more information on proposed evaluation deliverables).

The Consultants will:

- *Provide training and technical assistance* to the City of Shaker Heights in developing, collecting, and cleaning data related to award-specific performance measures and evaluation deliverables (see the proposal for more information on proposed evaluation deliverables);
- *Provide training and technical assistance* the City of Shaker Heights in developing and maintaining a process and/or outcomes *database(s)* developed or acquired in connection with this award;
- *Analyze existing data* collected by City of Shaker Heights personnel and/or program staff related to award-specific performance measures and evaluation deliverables;
- *Conduct a comprehsensive literature review* for award-specific performance measures and evaluation deliverables;
- *Conduct qualitative interviews* with City of Shaker Heights personnel and/or program staff, community collaborators, and/or key stakeholders, as needed to provide data for award-specific performance measures and evaluation deliverables;
- *Observe* staff and stakeholders' interactions and/or community engagement, as needed to provide data for award-specific performance measures and evaluation deliverables;
- *Analyze qualitative and/or observation data* collected by the Consultants related to the award-specific performance measures and evaluation deliverables; and
- *Write up the results* of the evaluation's key findings and themes.

The Consultants' additional evaluation activities include:

- Attending *team meetings* with the City of Shaker Heights and other collaborative community agencies, as needed, and
- *Providing assistance* to the City of Shaker Heights in meeting performance and evaluation-related *grant reporting requirements*.

The key **deliverable** for this evaluation will be a final presentation and/or report, which will highlight the pertinent findings and conclusions and provide recommendations for future practice and policy.

APPENDIX B

Evaluation Budget Narrative

The hourly rate for the Consultants is $81.25. We estimate that this evaluation will take approximately 122 hours in total (7.625 hours per quarter per Consultant or 15.25 hours per quarter for both Consultants).

The budget also includes $175.00 in project-specific supplies.

We estimate the quarterly cost of the evaluation to be $2,500, and the total evaluation cost over the 24 months to be $20,000.

The Consultants will monitor time expended on the project and inform the Sponsor if the estimated amount of time will be under or over the estimated number of hours.

Description	Hours p/ quarter	Hourly rate	Cost p/ quarter	Total cost
Hourly rate, Dr. Hubbard	7.625	$81.25	$1239.06	$9,912.50
Hourly rate, Dr. Lovell	7.625	$81.25	$1239.06	$9,912.50
Supplies				$175.00
Total				**$20,000**

APPENDIX C

April 28, 2023

Chief Wayne D. Hudson
Shaker Heights Police Department
3355 Lee Road
Shaker Heights, Ohio 44120

RE: *Letter of Support for the Evaluation of the COPS FY23 Implementing Crisis Interventions Teams Community Police Development (CPD) Program grant application*

Dear Chief Hudson,

We are pleased to provide this letter of support as your proposed evaluators on the COPS 2023 Implementing Crisis Intervention Teams application.

As applied criminologists and program evaluators who have worked in this community for a combined three decades, we are knowledgeable about the local issues faced in addressing the needs of those in crisis and have strong working relationships with many criminal justice and social services agencies in our community. We have decades of experience conducting social and behavioral science evaluations to help inform public policy and policing practices. We are confident we will effectively assist you with the proposed evaluation activities.

We look forward to leveraging our expertise to evaluate the Mental Health Response Team and improve the quality and quantity of data collected, improve the translation of evidence into practice, and improve our jurisdiction's response to those in crisis.

Sincerely,

Dana Hubbard

Dana Hubbard, PhD

Rachel E. Lovell

Rachel E. Lovell, PhD

The sum of $ 5,000 is on and after (date) 6-28-24 in the City Treasury or in process of collection, to the credit of Fund # 284, and not appropriated for any other purpose.

Purchase Order No. 1927

John J. Potts, Director of Finance

Date: 6-28-24

EXHIBIT C

CONSULTING AGREEMENT
BETWEEN RACHEL E. LOVELL, PHD. AND THE CITY OF SHAKER HEIGHTS

This Consulting Agreement ("the Agreement"), effective as of 14th day of May 2024 (the "Effective Date"), is between the **City of Shaker Heights** ("Sponsor"), and **Rachel E. Lovell, PhD** (the "Consultant"). The Consultant and Sponsor desire to undertake and support evaluation activities to address the Sponsor's objectives. To accomplish this, the Consultant and the Sponsor agree as follows:

1. **Statement of Work**

The Sponsor desires to have the Consultant undertake an Evaluation titled "Proposal to Evaluate the Mental Health Response Team" in accordance with the scope of work described in **Appendix A**, which is attached hereto and incorporated herein. The Consultant agrees to use reasonable efforts to perform the Evaluation. The Consultant will determine the nature and priority of evaluation activities in collaboration with the Sponsor but will use its discretion and judgment regarding the method and means of performing the Scope of Work.

Funding provided by the Sponsor shall be allocated in a manner reasonably consistent with **Appendix B** ("Evaluation Budget Narrative"), which is attached hereto and incorporated herein. The Sponsor acknowledges that the Consultant makes no expressed or implied warranties for the results of the Evaluation. Should the Sponsor seek additional services beyond the Scope of Work, and which would exceed the hours or responsibilities prescribed in this Agreement, the Consultant and the Sponsor shall jointly negotiate an equitable adjustment of price and the Scope of Work.

2. Term

The Agreement is effective as of the Effective Date and ends twelve (12) months thereafter ("Term"). The Evaluation will be conducted during the Term and according to a timeline mutually agreed upon by the Consultant and the Sponsor and included in the Scope of Work described in Appendix A. The Term may be extended by mutual agreement of the parties.

3. **Consultation**

Selected personnel of the Sponsor, designated by the Sponsor to the Consultant, shall have the right to confer with the Consultant and his/her Associates for such reasonable periods and at such times as are mutually convenient.

4. **Reports**

The Consultant shall furnish the Sponsor periodic written progress reports at six-month intervals during the Term of this Agreement. A draft final written report setting forth the significant Evaluation findings shall be prepared by the Consultant and submitted to the Sponsor

no more than forty-five (45) days after the completion of the Evaluation. Consultant agrees to consider all comments received from Sponsor within fifteen (15) days after submission of the Report to Sponsor. A final written report shall be provided to Sponsor within ninety (90) days after completion of the Evaluation.

5. Equipment and Property

Unless otherwise explicitly provided in the Statement of Work, title to and ownership of all equipment and property purchased by the Consultant under the Agreement will be in and remain with the Consultant even after completion or termination of the Agreement.

6. Intellectual Property Rights

(a) Definitions

(1) "Intellectual Property" means inventions, whether or not patentable, copyrightable works, know-how, trade secrets, software, including source code and object code, compositions of matter, procedures, and experimental results, art, method, machine, manufacture, design or any new and useful improvement of any of the foregoing.

(2) Intellectual Property created by the Consultant in the performance of the Agreement shall be owned by the Consultant (hereinafter "Consultant Intellectual Property").

(3) Intellectual Property created by Sponsor in the performance of the Agreement, shall be owned by Sponsor (hereinafter "Sponsor Intellectual Property").

(4) Intellectual Property jointly created by the Consultant and Sponsor and specified in the Scope of Work as a joint task in the performance of the Evaluation under the Agreement (hereinafter "Joint Intellectual Property"), shall be owned jointly by the Consultant and Sponsor. Intellectual Property jointly created by the Consultant and Sponsor but not as a result of work specified as a joint task in the Scope of Work shall be owned by the Consultant and considered Consultant Intellectual Property. Sponsor's right to use and license such shall be subject to the terms of the Agreement.

(5) "Consultant Background Intellectual Property" means all Intellectual Property which has been created by or in the possession of the Consultant prior to the Effective Date and reduced to practice by the Consultant prior to the Effective Date or which is developed independently of the Agreement by the Consultant. The Consultant shall retain the entire right, title, and interest in and to Consultant Background Intellectual Property. If the Sponsor desires to license Consultant Background Intellectual Property which is necessary to utilize Consultant Intellectual Property, in conjunction with any of the licensing options set forth above, and to the extent the Consultant is able to do so, a license may be negotiated with the Consultant on the standard terms and conditions of the Consultant's licenses.

(6) "Sponsor Background Intellectual Property" means all Intellectual Property which has been created by or in the possession of the Sponsor prior to the Effective Date and reduced to practice by the Sponsor prior to the Effective Date or which is developed independently of the Agreement by the Sponsor. The Sponsor shall retain the entire right, title, and interest in and to Sponsor Background Intellectual Property under the Agreement.

(b) Licensing Rights

(1) Any and all tangible materials, analysis, and reports, regardless of format, delivered by and developed or created solely by the Consultant ("**Work Product**") shall belong to the Consultant. The Consultant shall grant the Sponsor a perpetual, non-royalty bearing, worldwide license to use, reproduce, publish, and distribute the Work Product in accordance with this Agreement. The Sponsor agrees to recognize its use of the Work Product by including an attribution in a prominent location within publications, reports, or other materials that acknowledges the contribution of the Consultant and/or use of the Work Product.

(2) Any reports developed or created by both the Consultant and the Sponsor will be jointly owned.

(3) To the extent pre-existing intellectual property owned by the Sponsor or Consultant is incorporated into the Work Product, the original owner shall retain ownership over their own intellectual property. Each Party shall grant to the other Party a perpetual, non-royalty-bearing, worldwide license to use the other Party's pre-existing intellectual property when included in the Work Product developed pursuant to this Agreement.

(4) To the extent intellectual property owned by a third party is incorporated into the Work Product, either Party will obtain the necessary permissions and/or licenses to use such materials.

(5) The Consultant will have a non-exclusive, non-transferable, non-royalty bearing, license to use and make derivative works of all Sponsor Intellectual Property for internal academic and research purposes.

7. Publication

Consultant shall be free to use the data and conclusions of the Evaluation for its own teaching, research, educational, and publication purposes. Consultant agrees to submit to Sponsor a copy of any proposed publication resulting from the Evaluation at least thirty (30) days prior to submission and agrees to consider all comments received from Sponsor at that time. If no comments are received from the Sponsor within this thirty (30) day period, it is agreed that the publication can proceed without delay. If the Sponsor determines that the publication contains patentable subject matter that requires protection, the Sponsor may require the delay of the publication for a period of time not to exceed sixty (60) days so the Sponsor may pursue such protection; such delay, however, shall not be imposed on the filing of any student thesis or dissertation.

8. Confidentiality

The Sponsor and the Consultant agree that neither shall use any Confidential Information made available by the other party for any purpose except as permitted by this Agreement, unless otherwise required by law. Each party agrees to be bound by all applicable standards for confidentiality, have safeguards in place to assure that such records and information are kept confidential, and apply such standards to its employees and agents.

Confidential Information as it relates to the collection, use, or maintenance of human subjects research is identifiable private information about a living individual for which a living person has a reasonable expectation that it will not be made public and is not generally available in the public domain or becomes available to the public through no fault of the receiving party; or is independently known prior to receipt thereof or is discovered independently by an employee of the receiving party who had no access to the information supplied by the disclosing party under this Agreement; or is made available to the receiving party as a matter of lawful right by a third party; or is required to be disclosed by law or court order.

9. Payment Schedule

The Funding shall be paid in accordance with the budget set forth in Appendix B. The Consultant will submit invoices for work done **quarterly**.

Sponsor will wire transfer payments to:
PNC Bank
Cleveland, OH 44114
Account numbers are to be provided by the Consultant

or by checks made payable to:
Rachel E. Lovell
30219 Ashton Ln
Bay Village, OH 44140

The total payment to Consultant under this Agreement shall not exceed $5,000 during the term of this Agreement, including the fees and any supplies or other costs approved by the Sponsor, without the approval in advance of the Sponsor in writing.

10. Termination

This Agreement may be terminated by the Sponsor for any reason upon sixty (60) days written notice. The Consultant may terminate this Agreement if circumstances beyond its control preclude continuation of the Evaluation. Upon termination, the Consultant will be reimbursed by the Sponsor for all costs including time and effort and non-cancelable commitments incurred by the Consultant in the performance of the Evaluation.

If the Agreement is terminated early by the Sponsor, the Consultant agrees to de-identify the Consultant Intellectual Property collected pursuant to this Agreement. In the event that the Consultant Intellectual Property is unable to be de-identified but confidentiality was assured by the Consultant as part of the human subject research process, the Consultant agrees to relinquish the Consultant Intellectual Property to an independent Consultant successor to support the evaluation activities and the Sponsor's objectives.

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This Agreement embodies the entire understanding between the Consultant and the Sponsor for this Evaluation, and any prior or contemporaneous representations, either oral or

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The Agreement does not create any rights, or rights of enforcement, in third parties.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the first date indicated above.

CONSULTANT

Name: Rachel E. Lovell

Date: May 14, 2024

Signature: Rachel E Lovell

SPONSOR: City of Shaker Heights

Name: David E. Weiss, Mayor

Date: David E. Weiss

Signature: 6-4-24

Approved for Legal Form:

William M. Ondrey Gruber 5-15-24

William M. Ondrey Gruber, Director of Law

APPENDIX A

Proposal to Evaluate the Mental Health Response Team

Evaluation Personnel

Dana Hubbard, PhD—Lead Evaluator. Dr. Hubbard is an Associate Professor of Criminology in the Department of Criminology and Sociology at Cleveland State University (CSU) and a Faculty Affiliate of the Criminology Research Center at CSU. Her research interests include women and crime, race and crime, and corrections and the intersection of all of these areas. She has published in journals such as *Justice Quarterly, Crime and Delinquency*, and the *Prison Journal*. She has also been the recipient of numerous grants associated with evaluation research.

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She is an established scholar with approximately $6 million in external funding in the last nine years, primarily as a research partner/evaluator on numerous federal, state, and locally funded research projects. Dr. Lovell is a mixed-method methodologist with over a decade of experience leading program evaluation with criminal justice partners in the Greater Cleveland area. Currently, she is the lead researcher on multiple federal awards with law enforcement agencies such as the Cuyahoga County Prosecutor's Office, Cleveland Division of Police, and Akron Police Department. She also teaches a graduate-level program evaluation course at Cleveland State University.

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The Consultants' additional evaluation activities include:

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APPENDIX B

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Total				**$20,000**

APPENDIX C

April 28, 2023

Chief Wayne D. Hudson
Shaker Heights Police Department
3355 Lee Road
Shaker Heights, Ohio 44120

RE: *Letter of Support for the Evaluation of the COPS FY23 Implementing Crisis Interventions Teams Community Police Development (CPD) Program grant application*

Dear Chief Hudson,

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We look forward to leveraging our expertise to evaluate the Mental Health Response Team and improve the quality and quantity of data collected, improve the translation of evidence into practice, and improve our jurisdiction's response to those in crisis.

Sincerely,

Dana Hubbard

Dana Hubbard, PhD

Rachel E. Lovell

Rachel E. Lovell, PhD

The sum of $ 5,000 is on and after (date) 6-4-24 in the City Treasury or in process of collection, to the credit of Fund # 284, and not appropriated for any other purpose.

Purchase Order No. 1775

John J. Potts, Director of Finance

Date: 6/4/24

EXHIBIT D

Crisis Assistance & Local Linkage (CALL) Program
Program Year 1 Budget (3/18/24)

Sources	Share	Amount
ADAMHS Grant		$ 256,437
Gund Foundation / Cuyahoga County		262,273
COPS Grant		199,923
SCIP Grant		62,500
Subtotal - Grants		**$ 781,133**
Heights Hillcrest Communities Participation*		
Cleveland Heights	20.00%	$ 14,782
Shaker Heights	20.00%	14,782
South Euclid	20.00%	14,782
Richmond Heights	20.00%	14,782
University Heights	20.00%	14,782
Subtotal - Participating Cities (Capital Contribution)		**$ 73,910**
Total Sources		**$ 855,043**

**This represents the additional capital costs that were not fully funded by grants in Year 1. The allocation is consistent with the former HHCC methodology.*

Uses	Amount
Personnel Costs	**$ 628,023**
Other Operating Costs	
Independent Research Consultant	$ 20,000
Marketing & Education	10,000
CIT Training	5,505
Cellular Phones	4,900
Maintenance & Repairs	4,000
Uniforms	4,000
Office Supplies	1,200
Electronic Chart License Agreement	975
Subtotal - Other Operating Costs	**$ 50,580**
Total Operating Costs	**$ 678,603**
Capital Costs	
Electric Vehicles (4)	$ 140,000
Radios (4)	18,940
Computers (7)	17,500
Total Capital Costs	**$ 176,440**
Total Uses (Operating & Capital)	**$ 855,043**

Crisis Assistance & Local Linkage (CALL) Program
Program Year 2 Budget (3/18/24)

Sources	Share	Amount
ADAMHS Grant		$ 266,694
COPS Grant		199,923
Gund Foundation / Cuyahoga County		126,630
SCIP Grant		62,500
Subtotal - Grants		**$ 655,747**
Heights Hillcrest Communities Participation*		
Cleveland Heights	33.78%	$ 16,888
Shaker Heights	25.17%	12,584
South Euclid	18.31%	9,153
Richmond Heights	11.97%	5,987
University Heights	10.78%	5,388
Subtotal - Participating Cities (Operating Contribution)		**$ 50,000**
Total Sources		**$ 705,747**

**Operational costs contribution based on a Modified EDGE allocation methodology (including call volume).*

Uses	Amount
Personnel Costs	**$ 653,144**
Other Operating Costs	
Independent Research Consultant	$ 20,800
Marketing & Education	10,400
CIT Training	5,725
Cellular Phones	5,096
Maintenance & Repairs	4,160
Uniforms	4,160
Office Supplies	1,248
Electronic Chart License Agreement	1,014
Subtotal - Other Operating Costs	**$ 52,603**
Total Operating Costs	**$ 705,747**
Capital Costs	
TBD**	$ -
Total Capital Costs	**$ -**
Total Uses (Operating & Capital)	**$ 705,747**

***Assumption is that the capital required to expand the program is fully funded in Year 1.*

Crisis Assistance & Local Linkage (CALL) Program

2 Year Budget - Sources & Uses (DRAFT)

Sources	Amount
ADAMHS Grant	$ 523,131
COPS Grant (Federal)	399,846
Gund Foundation / Cuyahoga County	388,903
SCIP Grant (State)	125,000
Joint Dispatch Communities (5) Participation	123,910
Total Sources	$ 1,560,790

Uses	Amount
Personnel Costs	$ 1,281,167
Other Operating Costs (research consulant, marketing, phones, maintenance and repairs, uniforms, office supplies, etc.)	103,183
Capital Costs (electric vehicles, computers, radios)	176,440
Total Uses	$ 1,560,790

Allocation for Crisis Assistance & Local Linkage (CALL) Program

The cost is allocated based on city area in square miles, population, assessed valuations, run volume, and call volume

Apportionment of the expenses shall be borne by the members on the basis of the following formula:
Cost to City = 1/5 x [(A/Total A) + (P/Total P) + (V/Total V) + (R/Total R) + (C/Total C)] x Total Cost

A = area in square miles of each member municipality
P = population of each member municipality
V = valuation of each member municipality
R = run volume of each member municipality (EMS, Fire and Rescue)
C = call volume of each member municipality (EMS, Fire and Rescue)

	A Sq Miles Area	A/Total A	P Population	P/Total P	V Valuation	V/Total V	R Run Volume	R/Total R	C Call Volume	C/Total C
Cleveland Heights	8.08	0.3189	44,652	0.3729	960,028,530	0.3334	5,113	0.3508	52,319	0.3128
Shaker Heights	6.33	0.2498	28,970	0.2419	889,695,630	0.3090	3,309	0.2270	38,568	0.2306
South Euclid	4.66	0.1839	21,608	0.1804	447,984,040	0.1556	2,897	0.1988	32,871	0.1965
Richmond Heights	4.44	0.1752	10,667	0.0891	279,678,390	0.0971	1,842	0.1264	18,536	0.1108
University Heights	1.826	0.0721	13,852	0.1157	301,731,820	0.1048	1,413	0.0970	24,978	0.1493
	25.336	**1.0000**	**119,749**	**1.0000**	**2,879,118,410**	**1.0000**	**14,574**	**1.0000**	**167,272**	**1.0000**

	A+P+V+R+C	Cost to City	% of Total
Cleveland Heights	1.6888	229,211	33.8%
Shaker Heights	1.2584	170,791	25.2%
South Euclid	0.9153	124,220	18.3%
Richmond Heights	0.5987	81,251	12.0%
University Heights	0.5388	73,130	10.8%
	5.0000	**678,603**	**100.0%**

Source:
A - Google
P - Google (2021)
V - Per Assessed Valuations TY 2023 CY 2024 Report from Cuyahoga County (released on 12/21/23)
https://fiscalgishub.cuyahogacounty.us/documents/37ab5ae7a8cc4e6f8ae20b9c9f870751/explore
R - Run volume of all EMS, Fire and Rescue runs in 2023 per CVD data
C - Call volume of all EMS, Fire and Rescue runs in 2023 per CVD data

EXHIBIT E

Allocation for Crisis Assistance & Local Linkage (CALL) Program

The cost is allocated based on city area in square miles, population, assessed valuations, run volume, and call volume

Apportionment of the expenses shall be borne by the members on the basis of the following formula:
Cost to City = 1/5 x [(A/Total A) + (P/Total P) + (V/Total V) + (R/Total R) + (C/Total C)] x Total Cost
A = area in square miles of each member municipality
P = population of each member municipality
V = valuation of each member municipality
R = run volume of each member municipality (EMS, Fire and Rescue)
C = call volume of each member municipality (EMS, Fire and Rescue)

	A Sq Miles Area	A/Total A	P Population	P/Total P	V Valuation	V/Total V	R Run Volume	R/Total R	C Call Volume	C/Total C
Cleveland Heights	8.08	0.3189	44,652	0.3729	960,028,530	0.3334	5,113	0.3508	52,319	0.3128
Shaker Heights	6.33	0.2498	28,970	0.2419	889,695,630	0.3090	3,309	0.2270	38,568	0.2306
South Euclid	4.66	0.1839	21,608	0.1804	447,984,040	0.1556	2,897	0.1988	32,871	0.1965
Richmond Heights	4.44	0.1752	10,667	0.0891	279,678,390	0.0971	1,842	0.1264	18,536	0.1108
University Heights	1.826	0.0721	13,852	0.1157	301,731,820	0.1048	1,413	0.0970	24,978	0.1493
	25.336	**1.0000**	**119,749**	**1.0000**	**2,879,118,410**	**1.0000**	**14,574**	**1.0000**	**167,272**	**1.0000**

	A+P+V+R+C	Cost to City	% of Total
Cleveland Heights	1.6888	229,211	33.8%
Shaker Heights	1.2584	170,791	25.2%
South Euclid	0.9153	124,220	18.3%
Richmond Heights	0.5987	81,251	12.0%
University Heights	0.5388	73,130	10.8%
	5.0000	**678,603**	**100.0%**

Source:
A - Google
P - Google (2021)
V - Per Assessed Valuations TY 2023 CY 2024 Report from Cuyahoga County (released on 12/21/23)
https://fiscalgishub.cuyahogacounty.us/documents/37ab5ae7a8cc4e6f8ae20b9c9f870751/explore
R - Run volume of all EMS, Fire and Rescue runs in 2023 per CVD data
C - Call volume of all EMS, Fire and Rescue runs in 2023 per CVD data

EXHIBIT B

First CALL Program Expansion Year 1 Program Budget (7/20/26)
Beachwood, Solon, Pepper Pike, Orange

First CALL Program Funding		**Amount**
First CALL Cuyahoga (Local) Startup Funding (1/2 of total)	$	108,292
First CALL Expansion Cities Funding (Operating & Capital)		128,292
Total - First CALL Program Funding	**$**	**236,583**
First CALL Program Operating Expenditures		
Personnel Costs		
License Social Worker (LSW) (1)	$	78,350
Peer Support (1)		57,931
Subtotal - Personnel Costs	**$**	**136,281**
Other Operating Costs		
Community Education	$	15,000
Maintenance & Repairs		15,000
Communications Equipment		8,782
Computers & Licenses		5,400
Independent Research Consultant		5,000
Uniforms & Other Operating Supplies		2,120
Subtotal - Other Operating Costs	**$**	**51,302**
Overhead Costs (billed at 50%)		
First CALL Program Coordinator Supervision	$	15,625
Administrative Supervision		11,875
Independent Research Consultant		1,500
Subtotal - Overhead Costs	**$**	**29,000**
Subtotal - First CALL Program Operating Expenditures	**$**	**216,583**
First CALL Program Capital Expenditures		
Vehicle	$	20,000
Subtotal - First CALL Program Capital Expenditures	**$**	**20,000**
GRAND TOTAL - First CALL Program Year 1 New Cities	**$**	**236,583**

EXHIBIT C

The City of Beachwood is donating a 2021 Ford Escape Hybrid.

Mileage is 24,945.

It is in good condition.

EXHIBIT E

Allocation for First CALL Beachwood & Pepper Pike & Solon & Orange (7.20.26)

The cost is allocated based on city area in square miles, population, assessed valuations, run volume, and call volume. This is the same allocation (Modified EDGE Formula) used by the current 5 cities in First CALL (CH, SH, SE, RH, UH).

Apportionment of the expenses shall be borne by the members on the basis of the following formula:

Cost to City = 1/5 x [(A/Total A) + (P/Total P) + (V/Total V) + (R/Total R) + (C/Total C)] x Total Cost

A = land area in square miles of each member municipality (per Google or City website)

P = population of each member municipality (per Google or City website)

V - Valuation of each member municipality per Assessed Valuations TY 2025 CY 2026 Report from Cuyahoga County (released on 2/5/26)

R = run volume of each member municipality (EMS, Fire and Rescue) in 2024 per Beachwood Dispatch and CVD Dispatch data

C = call volume of each member municipality (EMS, Fire and Rescue) in 2024 per Beachwood Dispatch and CVD Dispatch data

	A Sq Miles Area	A/Total A	P Population	P/Total P	V Valuation	V/Total V	R Run Volume	R/Total R	C Call Volume	C/Total C
Beachwood	5.2	0.1402	13,734	0.2869	1,148,552,210	0.3083	5,500	0.4656	37,997	0.4063
Pepper Pike	7.5	0.2022	6,796	0.1420	643,187,280	0.1726	1,239	0.1049	15,455	0.1652
Solon	20.89	0.5632	23,792	0.4971	1,643,596,010	0.4411	4,091	0.3463	31,234	0.3340
Orange	3.5	0.0944	3,544	0.0740	290,593,040	0.0780	983	0.0832	8,841	0.0945
	37.09	**1.0000**	**47,866**	**1.0000**	**3,725,928,540**	**1.0000**	**11,813**	**1.0000**	**93,527**	**1.0000**

<u>Year 1 Program Expenditures:</u>

	A+P+V+R+C	Cost to City	% of Total
Beachwood	1.6072	41,239	32.1%
Pepper Pike	0.7869	20,192	15.7%
Solon	2.1817	55,978	43.6%
Orange	0.4241	10,883	8.5%
	5.0000	**128,292**	**100.0%**

BEACHWOOD CITY COUNCIL
ATTN CLERK OF COUNCIL
25325 FAIRMOUNT BLVD
BEACHWOOD OH 44122

NOTICE TO LEGISLATIVE AUTHORITY

TO

02970236-1 PERMIT NUMBER	**NEW** TYPE	**FUNSHI SUSHI LLC** **FUNSHI REVOLVING SUSHI** **2101 RICHMOND RD** **BEACHWOOD OH 44122** **Muni/Village/Twp: Beachwood**
ISSUE DATE:		
FILING DATE: **1/17/2025**		
PERMIT CLASSES: **D-1 D-2**		
18022 TAX DISTRICT	**OCT** RECEIPT NO	

FROM **8/4/2026**

PERMIT NUMBER	TYPE	
ISSUE DATE:		
FILING DATE:		
PERMIT CLASSES:		
TAX DISTRICT	RECEIPT NO	

MAILED 8/4/2026 **RESPONSES MUST BE POSTMARKED NO LATER THAN 09/04/2026**

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: **OCT NEW 02970236-1**
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT ☐ IN COLUMBUS

WE DO NOT REQUEST A HEARING ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title) - ☐ Clerk of City Council ☐ Township Fiscal Officer (Date)

(Printed Name) (Email Address) (Telephone No.)