

Beachwood City Council
MEETING AGENDA
MONDAY, APRIL 16, 2018 7:00 PM
at Beachwood City Hall, Council Chambers, 25325 Fairmount Boulevard, Beachwood

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

1. Roll Call.
2. Reports: (a) Mayor
(b) Council Members (Non-Agenda Items)
(c) Department Directors
3. Citizen's Remarks (City Council limits Citizen's Remarks to three (3) minutes each)

Oath of Office administered to Diane A. Calta by Mayor Martin S. Horwitz

Approval of the Minutes of the Regular Council Meeting held on April 2, 2018.

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| 4. | Committee of the Whole
Ordinance No. 2018-76 | An Ordinance confirming the appointment of Michael H. Wildermuth as Plans Examiner/City Architect for the City of Beachwood, Ohio; and declaring this to be an urgent measure. |
| 5. | Committee of the Whole
Ordinance No. 2018-77 | An Ordinance authorizing the Mayor to enter into a Contract with the Fraternal Order of Police, Beachwood Lodge 86 (Sergeants and Lieutenants); and declaring this to be an urgent measure. |
| 6. | Economic Development Committee
Ordinance No. 2018-78 | An Ordinance authorizing the Mayor to enter into a Job Creation Incentive Grant Agreement with Lee Silsby Compounding Pharmacy; and declaring this to be an urgent measure. |
| 7. | Finance and Insurance Committee
Ordinance No. 2018-75 | An Ordinance authorizing and directing the payment of certain claims (Bills) for Professional and other services; and declaring this to be an urgent measure. |
| 8. | Finance and Insurance Committee
Ordinance No. 2018-79 | An Ordinance amending Schedule D of the Administrative Salary Ordinance; and declaring this to be an urgent measure. |
| 9. | Finance and Insurance Committee
Ordinance No. 2018-80 | An Ordinance amending BCO Section 145.01 Subsection (A) by modifying the membership of the Police Department; and declaring this to be an urgent measure. |
| 10. | Legal and Personnel Committee
Ordinance No. 2018-81 | An Ordinance authorizing a Separation Agreement between the City of Beachwood, Ohio and Deborah L. Noble; and declaring this to be an urgent measure. |
| 11. | Public Works Committee
Ordinance No. 2018- 82 | An Ordinance authorizing the Mayor to enter into a Renewal Agreement with Cintas Corporation for the rental of uniforms, floor mats (various sizes), and shop towels; and declaring this to be an urgent measure. |

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April 16, 2018

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| 12. | Public Works Committee
Ordinance No. 2018-83 | An Ordinance accepting a certain bid from J. D. Striping & Services Inc. for Paint Striping and Pavement Markings of various streets and roads; and declaring this to be an urgent measure. |
| 13. | Safety and Public Health Committee
Ordinance No. 2018-84 | An Ordinance decreasing the Contingency Fund for Fire Station #2 by Sixty Five Thousand Dollars and No/Cents (\$65,000.00); and declaring this to be an urgent measure. |
| 14. | Safety and Public Health Committee
Ordinance No. 2018-85 | An Ordinance authorizing the Mayor to execute an amendment to the City's Contract with Lemay Erickson Willcox Architects for design services for the Fire Station #2. |
| 15. | Committee of the Whole
Resolution No. 2018-1 | A Resolution authorizing the City of Beachwood, Ohio to participate in the General Services Administration Cooperative Purchasing Program; and declaring this to be an urgent measure. |
| 16. | Safety and Public Health Committee
Ordinance No. 2018- 86 | An Ordinance authorizing the Mayor to purchase a new IP-Based Fire Alerting System for the city of Beachwood Dispatch Center from B&C Communications and waiving competitive bidding; and declaring this to be an urgent measure. |
| 17. | Safety and Public Health Committee
Ordinance No. 2018-87 | An Ordinance accepting a quotation from B&C Communications for the purchase of Radio Back Haul Equipment for the City of Beachwood Dispatch Center; and declaring this to be an urgent measure. |
| 18. | Safety and Public Health Committee
Ordinance No. 2018-88 | An Ordinance accepting a quotation from Network Dynamics, Inc. for switches and related technology equipment for the City of Beachwood Dispatch Center; and declaring this to be an urgent measure. |
| 19. | Safety and Public Health Committee
Resolution No. 2018-2 | A Resolution authorizing the City of Beachwood, Ohio to participate in the National Association of State Procurement Officials Cooperative Purchasing Program; and declaring this to be an urgent measure. |
| 20. | Safety and Public Health Committee
Ordinance No. 2018- 89 | An Ordinance authorizing the Mayor to purchase new dispatch consoles for the City of Beachwood Dispatch Center and waiving competitive bidding; and declaring this to be an urgent measure. |

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INTRODUCED BY:

ORDINANCE NO. 2018-76

AN ORDINANCE CONFIRMING THE APPOINTMENT OF MICHAEL H. WILDERMUTH AS PLANS EXAMINER/CITY ARCHITECT FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has appointed Michael H. Wildermuth as Plans Examiner/City Architect for the City of Beachwood and has requested Council to confirm said appointment.

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

Section 1: The appointment by the Mayor of Michael H. Wildermuth as Plans Examiner/City Architect for the City of Beachwood for a term ending December 31, 2018, pursuant to City Charter Article IV, Section 4, be and the same is hereby confirmed.

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

Section 3: This Ordinance is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation 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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018 and filed it with the Clerk.

Mayor



MICHAEL H. WILDERMUTH, AIA, ARCHITECT

PROFESSIONAL RESUME OF
MICHAEL H. WILDERMUTH, AIA

OCCUPATION:

Registered Architect
Ohio registration No. 9559

Master Plans Examiner
Ohio registration No. 1633

EDUCATION:

The Ohio State University
Graduated 1978
Bachelor of Science – Architecture

Ohio Code Academy –
Ohio Board of Building Standards

PROFESSIONAL EXPERIENCE:

1999 – Present

State of Ohio Master Plans Examiner

Ohio Board of Building Standards
ICC Building, Mechanical, Plumbing and Electrical Certified Plans
Examiner

Communities	Beachwood
Served as	Garfield Heights
Contract	Glen Willow Village
Plans	North Randall Village
Examiner	Oakwood Village
	Orange Village
	Macedonia
	Mayfield Village
	Seven Hills
	Steubenville
	University Heights
	Willoughby
	Woodmere Village

2017 – Present

Vocon Architecture

Cleveland, Ohio

Position	Senior Technical Director
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Type of Work	Corporate Offices
	Office/Mercantile Buildings
	Code Consulting

Significant and Representative Projects 1 American Road
Bain & Company, National Account
Compass, National Account
KeyBank
Sherwin Williams
Westfield Companies

2015 – 2017

RDL Architects
Cleveland, Ohio

Position Senior Project Manager

Type of Work Health Care Facilities
Senior Living Communities
Office/Mercantile Buildings
Code Consulting

Significant and Representative Projects Parma Assisted Living, Parma, OH
Willoughby Assisted Living, Willoughby, OH
Concord Assisted Living, Concord, OH
Clarkston Assisted Living, Clarkston, MI
Independence Assisted Living, Independence, OH
Timber Ridge Assisted Living, Bath, MI

2011 – 2015

C.C. Hodgson Architectural Group
Cleveland, Ohio

Position Senior Associate / Project Executive

Type of Work Health Care Facilities
Senior Living Communities
Office/Mercantile Buildings
Code Consulting

Significant and Representative Projects Easton Towne Center – Columbus, Ohio
Palm Beach Fashion Outlets, West Palm Beach, Florida
Dreamland Mixed Use – Baku, Azerbaijan
Tanger Outlets – Grand Rapids, Michigan
Legacy Village, Lyndhurst, Ohio
University Hospitals Liberty Assisted Living Facility, Chardon, Ohio
Greenfields of Geneva CCRC, Geneva, Illinois
Graceworks (formerly Bethany Lutheran Village) CCRC Campus, Centerville, Ohio
Goodwin House CCRC, Baileys Crossroads, Virginia
Kendal at Granville CCRC, Granville, Ohio
The Weils of Bainbridge Skilled Care and Assisted Living Facility, Bainbridge, Ohio
Village at St. Edwards Skilled Care, Fairlawn, Ohio
Friendship Village CCRC Campus, Schaumburg, Illinois
Porter Hills CCRC, Grand Rapids, Michigan

Valley Greenhouse Skilled Care, Grand Rapids,
Michigan
Erickson Retirement Communities CCRC Campuses,
Hilliard, and Cincinnati Ohio, Matthews, N.C. and
Alpharetta, Georgia
Sumner at Ridgewood CCRC, Copley, Ohio
Mary Rose Estates Senior Housing, Willoughby Hills,
Ohio
Intercontinental Hotel and Conference Center for the
Cleveland Clinic Foundation, Cleveland, Ohio
Bertram Inn and Conference Center, Aurora, Ohio

2010 – 2011

Moody Nolan Inc, Architects,
Cleveland, Ohio

Position Senior Project Manager

Type of Work Health Care Facilities
Public Schools
YMCA/ Community Centers
Office / Mercantile Buildings
Code Consulting

Significant and Representative Projects Warrensville Heights YMCA
Cleveland Clinic Huron Road Health Center
University Hospitals Twinsburg Urgent Care
University Hospitals Chardon Health Center
Cleveland Public Schools School of the Arts

2001 – 2010

Dorsky Hodgson Parrish Yue, Architects,
Cleveland, Ohio

Position Senior Associate / Project Executive

Type of Work Health Care Facilities
Senior Living Communities
Residential/Apartment
Office / Mercantile Buildings
Code Consulting

Significant and Representative Projects Montgomery Place CCRC, Chicago, Illinois
Greenfields of Geneva CCRC, Geneva, Illinois
University Hospitals Liberty Assisted Living
Facility, Chardon, Ohio
Legacy Village, Lyndhurst, Ohio
Graceworks (formerly Bethany Lutheran Village)
CCRC Campus, Centerville, Ohio
Goodwin House CCRC, Baileys Crossroads,
Virginia
Kendal at Granville CCRC, Granville, Ohio
The Weils of Bainbridge Skilled Care and
Assisted Living Facility, Bainbridge, Ohio
Village at St. Edwards Skilled Care, Fairlawn, Ohio
Friendship Village CCRC Campus, Schaumburg, Illinois

Porter Hills CCRC, Grand Rapids, Michigan
Valley Greenhouse Skilled Care, Grand Rapids,
Michigan
Erickson Retirement Communities CCRC Campuses,
Hilliard, and Cincinnati Ohio, Matthews, N.C. and
Alpharetta, Georgia
Sumner at Ridgewood CCRC, Copley, Ohio
Mary Rose Estates Senior Housing, Willoughby Hills,
Ohio
Intercontinental Hotel and Conference Center for the
Cleveland Clinic Foundation, Cleveland, Ohio
Bertram Inn and Conference Center, Aurora, Ohio

1999 - 2001

CT Consultants, Inc. Engineers, Architects, Planners
Willoughby, Ohio

Position Architecture / Construction Section Manager

Type of Work Educational Facilities
Municipal and Office Facilities
Detention Facilities
Residential/Apartment
Code Consulting

Significant and Lakeland Community College, multiple projects,
Representative Kirtland Ohio
Projects Mentor Municipal Center, Mentor, Ohio
Mentor Skate Park, Mentor, Ohio
Lake County Administrative Offices, Painesville, Ohio
Ashtabula County Courthouse Historic Renovation,
Jefferson, Ohio
George V. Voinovich Governmental Office Building,
Youngstown, Ohio
Lake County Minimum Security Detention Facility,
Painesville Township, Ohio

1992 - 1999

KA, Inc., Architecture (formerly Keeva J. Kekst Architects, Inc.)
Cleveland, Ohio

Position Associate,
Director of Field Services, Contract
Administration, and Code and Regulatory
Compliance.

Type of Work Health Care Facilities
Residential/Apartment
Shopping Centers/Retail facilities
Office/Corporate/Municipal Buildings
Hotels/Motels
Code Consulting

Significant and Manor Convalescent Center, Las Vegas,
Representative Nevada
Projects Fashion Center Pentagon City Mall, Washington,
D.C.

Mall at Fairfield Commons, Dayton, Ohio
Jersey Gardens Mall, Elizabeth, N.J.
Beachwood Place Mall, Beachwood, Ohio
Bath Skilled Care Facility, Bath, Ohio
Mt. Sinai Medical Center, Beachwood, Ohio
Pentagon City Apartments, Arlington, Va
23rd and M Apartment/Mixed Use, Washington, D.C.
Residence Inn, Beachwood, Ohio
Marriott Townplace Suites, Columbus and Findlay, Ohio
Progressive Insurance Campus, Mayfield Village, Ohio
Allen Bradley Corporate Campus, Mayfield Village, Ohio
MBNA Offices, Beachwood, Ohio

1991 - 1992

Michael H. Wildermuth, Architect

Willowick, Ohio

Position Architect /Consultant

Type of Work Architectural and Code Consulting
Construction Management
Residential and Light Commercial Design

Significant and Representative Projects Great Lakes Dental Arts, Mentor, Ohio
Renovations to Mall C, City of Cleveland
Renovations to St. Josephs Hospital, Erie Pa.
As Consulting Architect to van Dijk, Pace, Westlake, Architects.

1988 - 1991

Keeva J. Kekst Architects, Inc.

Cleveland, Ohio

Position Manager- Field Services and Q.A.

Type of Work Health Care Facilities
Residential/Apartment
Shopping Centers/Retail facilities
Office/Corporate/Municipal Buildings
Hotels/Motels
Code Consulting

Significant and Representative Projects See projects listed above for K.A. Architects

1986 - 1988

The Voinovich Companies, Inc. Architects/Construction Managers

Cleveland, Ohio

Position Construction Project Manager

Type of Work Health Care Facilities
Redevelopment
Correctional Facilities

Significant and Representative Projects HMO Health Ohio Clinics, Cleveland, Akron, Fairlawn and Stow, Ohio
200 Place Skilled Care and Assisted Living Facility, Euclid, Ohio
Lake County Jail and Sheriff's Department, Painesville, Ohio

1983 - 1986

Acme Arsenia Co., Interiors Contractors
Cleveland, Ohio

Position Project Administrator

Type of Work Corporate Office Buildings
Rehabilitation Centers

Significant and Representative Projects BP (SOHIO) Tower, Cleveland, Ohio
W.O.Walker Industrial Rehabilitation Facility, Cleveland, Ohio
TRW Corporate Campus, Lyndhurst, Ohio

1982 -1983

Collins and Rimer Architects, Inc.
Cleveland, Ohio

Position Specifier and Field Representative

Type of Work Medical Facilities
Theaters

Significant and Representative Projects Alliance Hospital, Alliance Ohio
Cleveland Playhouse Renovation and Expansion, Cleveland, Ohio

1979 - 1982

Argentieri Associates Architects Planners, and Construction Managers

Wickliffe, Ohio

Position Project Manager

Type of Work Medical Facilities

Significant and Representative Projects Lake Hospitals (formerly Lake County Memorial Hospitals), multiple projects at the East and West Campuses. Painesville and Willoughby Ohio

PROFESSIONAL ORGANIZATIONS: (membership and appointments)

American Institute of Architects (AIA)
AIA Ohio
Cleveland Chapter American Institute of Architects
Society of American Registered Architects (SARA)
International Code Council (ICC)

ANSI A-117.1 Residential accessibility code change committee
2006
ICSC code action task force (2000 IBC code creation hearings)
Construction Specification Institute (CSI)
National Fire Protection Association (NFPA)

ACADEMIC AFFILIATION:

Present	Adjunct Professor - Department of Interior Design VMCAD Lakewood, Ohio
1994 - 2010	Adjunct Professor - Department of Interior Design Ursuline College Pepper Pike, Ohio
1990 – 1999	Professional Development of Staff - Code and Field Administration KA, Inc. Cleveland, Ohio

PUBLICATION, PRESENTATION and AWARDS:

Sept 1996	Article - Cleveland Plain Dealer "Building Owners Wise to Keep Up with ADA"
April 2004	Life Services Network – Seminar Presentation – Challenges of the new Department of Health assisted living licensure rules and the built environment.
1993	Presentation - ICSC Conference "Why is everyone afraid of ADA"
1995	City of Mentor Commercial Project of the Year Great Lakes Dental Arts Building, Mentor, Ohio
2001	Ohio Parks and Recreation Association Outstanding Park Development Award Mentor Municipal Skatepark, Mentor Ohio
2017	Properties Magazine Cover Story – Vista Springs Greenbriar Assisted Living, Parma , Ohio (June Issue)

CIVIC and RELIGIOUS ORGANIZATIONS

2004-2011	Willoughby Rotary
2001-Present	Willoughby Eastlake Schools Foundation
2017-Present	City of Willoughby, Ohio, Planning Commission
2004-2017	City of Willoughby, Ohio, Board of Zoning Appeals
1997-2000	City of Willowick, Ohio, Planning Commission
1996-97	City of Willowick, Ohio, Board of Zoning Appeals
1991-96	First Assembly of God, Lyndhurst, Ohio, Board of Deacons

2011-Present

1997	Founding Sponsor, Word of Grace Church, Mayfield, Heights, Ohio.
1985-95	Senior Commander - Royal Ranger Boys Scouting Program, Lyndhurst, Ohio.
1979-2008	Lakeland Civic Band, Lakeland Community College, Willoughby, Ohio.
1999-2011	Lakeland Civic Orchestra, Lakeland Community College, Willoughby, Ohio

PERSONAL and PROFESSIONAL REFERENCES:

Robert Secrist, Esq., Darling/Duffy Legal Services, former Lead Counsel/Acquisitions, University Hospitals
440-779-6636

Ron Lawson, AIA, Director of Construction, The Cleveland Clinic Foundation
216-445-0264

Glenn Moenich, President (Retired), Forest City Commercial Construction,
and construction advisor to The Cleveland Clinic Foundation.
440-878-1660

Dr. Morris Beverage, President, Lakeland Community College
440-953-7177

Hon. Larry Allen, Judge (Ret), Willoughby Municipal Court
440-953-4183

Hon. David Anderson , Mayor, Willoughby, Ohio
440-953-4124

Harry Siskind, Chairman, Willoughby Board of Zoning Appeals
440-796-8141

Pastor Scott Wehe, First Assembly of God Church
216-533-0540

David Schell, CEO, Breckenridge Village CCRC
440-942-4342

G. Gifford Dyer, Architect/Consultant
440-248-1703

Fred Bejcek, AIA, Architect
330-860-4315

Louis Hovanscek, Chief Building Official, Highland Hills, Ohio
216-409-8478

John Marrelli, Chief Building Official, Mayfield Village, Ohio
440-773-1175

Bob McLaughlin, Chief Building Official, Orange Village, Ohio and Woodmere Village, Ohio
216-244-1515

INTRODUCED BY:

ORDINANCE NO. 2018-77

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE, BEACHWOOD LODGE 86 (SERGEANTS AND LIEUTENANTS); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has approved a proposed new Contract effective November 1, 2017 through October 31, 2020 with the Fraternal Order of Police, Beachwood Lodge 86 (Sergeants and Lieutenants), which has been ratified and approved by the members of the Union and is now submitted to Council for its consideration and approval; and

WHEREAS, the terms and conditions of the contracts are fair and reasonable to all parties.

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

Section 1: The Mayor is hereby authorized to enter into and execute a new Contract on behalf of the City effective November 1, 2017 through October 31, 2020 with the Fraternal Order of Police, Beachwood Lodge 86 (Sergeants and Lieutenants), substantially in accordance with the Contract attached hereto 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 Ordinance is declared to be an urgent measure which is 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 the said contracts promptly as required by the Ohio SERB laws.

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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018, and filed it with the Clerk.

Mayor

AGREEMENT

BETWEEN

CITY OF BEACHWOOD

AND

FRATERNAL ORDER OF POLICE

BEACHWOOD LODGE 86

(SERGEANTS AND LIEUTENANTS)

Effective November 1, 2017, through October 31, 2020

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AGREEMENT

This Agreement is entered into between the CITY OF BEACHWOOD (hereinafter referred to as the "City"), and FRATERNAL ORDER OF POLICE, LODGE 86 (hereinafter referred to as "F.O.P.").

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve essential services to the citizens of Beachwood, establish a basis for securing cooperation and goodwill between the City, and its employees, and sets forth the basic understanding between the parties covering the rates of pay, hours of work, and other conditions of employment for employees represented by the Union. The undersigned hereby agree that the Collective Bargaining Agreement between the City and F.O.P. to expire on October 31, 2017, is hereby superseded by this Agreement.

ARTICLE 1

RECOGNITION; BARGAINING UNIT

The City recognizes the F.O.P. as the sole and exclusive bargaining representative for all sworn officers in the rank of Sergeant and Lieutenant, including Lieutenants appointed by the Mayor to serve the additional duties of any rank above Lieutenant, excluding the Patrol Officers and Chief of Police, who are employees of the Police Department for the purpose of establishing rates of pay, wages, hours and other conditions of employment, who shall be "bargaining unit one." Lieutenants holding the title of Captain or such other title as determined by a legislative action of City Council, shall serve at the pleasure of the Mayor and their

administrative duties, stipend and removal from the position of Captain or other such titled classification are governed exclusively by the City's Codified Ordinances, and such removal from office shall not be subject to the grievance procedure set forth herein.

ARTICLE 2

MANAGEMENT RIGHTS

The management and direction of the working force in all its phases are vested and shall remain vested exclusively in the City, and this shall include but shall not be limited to: the right to manage the operations, control the premises; direct the working forces; maintain efficiency of operations; the sole right to hire, discipline, and discharge for just cause; lay off and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force; the number of shifts required, and work schedule; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, lunch periods and leave of absence, subject only to the restrictions governing the exercise of these rights as are expressly provided herein; and the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists and the original appointments from the eligible lists, as defined in O.R.C. Section 4117.08(c).

ARTICLE 3

NO STRIKE/NO LOCKOUT

The F.O.P. shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strikes, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage, picketing, or interference of any kind at any operation of the City for the duration of this Agreement.

Violations of the preceding paragraph shall be proper cause for discharge or other disciplinary action.

The F.O.P. shall at all times cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of the first paragraph. In the event any violation occurs, the

F.O.P. shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation of the City is prohibited and not in any way sanctioned or approved by the F.O.P. Furthermore, the F.O.P. shall also immediately advise all employees to return to work at once.

The City shall not lock out any employees for the duration of the Agreement.

ARTICLE 4

NON-DISCRIMINATION

Both the City and the F.O.P. recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the F.O.P. hereby reaffirm their commitments, legal and moral, not to discriminate

or show favoritism in any manner relating to employment on the basis of race, color, creed, national origin, sex, or F.O.P. activities.

ARTICLE 5

GRIEVANCE-ARBITRATION

The F.O.P. has the right to represent exclusively the member employees in both of the aforesaid bargaining units and the right to unchallenged and exclusive representation.

ARTICLE 6

GRIEVANCEPROCEDURE

A grievance is a dispute or difference between the City and the F.O.P., or between the City and an employee other than probationary employees, concerning the interpretation and/or application of any provision of this Agreement and any disciplinary actions. Whenever the words "Mayor" or "Chief of Police" are used in this contract, they may act by a designee. When any such grievance arises, the following procedure shall be observed:

Step 1(A)

An employee who has a grievance may take it up orally with his immediate supervisor, either alone or accompanied by his F.O.P. representative, who may be present throughout all stages of the grievance procedure, within fourteen (14) calendar days after the employee has knowledge, or should have had knowledge, of the event or events upon which his grievance is based. The immediate supervisor shall give his answer to the employee within seven (7) calendar days after the grievance is presented to him.

(B)

With the exception of verbal or written reprimands, an

employee may be entitled to an informal hearing before the Chief of Police prior to the implementation of the disciplinary action of suspension, demotion, or discharge at the discretion of the Chief. Such request shall be in writing to the Chief within seven (7) calendar day following the supervisory answer in Step 1. Such informal hearing shall occur as soon as reasonably possible.

Step 2

If the employee's grievance is not satisfactorily settled in Step 1, the grievance shall, within seven (7) calendar days after the receipt of the Step 1 or Step 1(A) answer, be reduced to writing and filed with the Chief of Police, setting forth the complete details of the grievance, i.e., the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested, dated, and signed by the employee. The Chief shall give a written answer within seven (7) calendar days after the receipt of said grievance in writing.

Step 3

If the grievance is not satisfactorily settled at Step 2, the employee may, within seven (7) calendar days after the receipt of the Step 2 answer, appeal in writing to the Mayor. The Mayor shall give a written answer within fourteen (14) calendar days after said grievance is received.

Step 4

If the grievance is not satisfactorily settled at Step 3, the F.O.P. may submit the grievance to arbitration by notifying the Mayor in writing of its intent to do so within fourteen (14) days after the Step 3 answer was issued. If the City and the F.O.P. cannot agree upon an impartial arbitrator, either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS) and an arbitrator will be chosen by the alternate striking of the list with the party requesting the list striking first and continuing until one arbitrator remains. By mutual agreement, either party may request a second list from FMCS. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The fees and expenses of the arbitrator and the FMCS shall be borne equally by the parties.

ARTICLE 7

GRIEVANCE;TIMELINESS

Section 1. To be considered valid, a grievance must be made and filed as set forth in this Agreement. A grievance which is not timely filed under this provision shall be considered void.

Section 2. Where a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.

Section 3. Once a grievance is originally timely filed, the parties may by mutual agreement extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

Section 4. The F.O.P. shall have final authority, in the F.O.P.'s capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure if the F.O.P. determines that the grievance lacks merit or justification under the terms of this Agreement or that it has been settled or adjusted in a fair and equitable manner consistent with the terms and spirit of this Agreement and the underlying continuing relationship of the parties. The City may withdraw any grievance it files at any time.

Section 5. Should the City file a grievance against the F.O.P. for any violation of this contract, it shall file such grievance in writing with the F.O.P. setting forth the details of the grievance and the violation(s). The parties shall meet within ten (10) days to resolve the grievance. If the grievance remains unresolved (unless the time be extended by mutual agreement), the City may submit the grievance to arbitration with

the same procedure as found in Grievance Procedure, Step 5. The City may also elect to request any other remedy provided by the laws of the State of Ohio.

Section 6. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the City, the F.O.P., and the employees.

Section 7. The Chief of Police and/or the Safety Director, and the F.O.P., may meet informally to discuss any questions or issues by mutual agreement, or the explanation of any procedure which is ambiguous. Any modification of this Agreement must be in writing and signed by all parties.

ARTICLE 7.1

DISCIPLINE

Section 1. Disciplinary action taken by the City for a non-probationary employee shall be only for just cause. Disciplinary action taken against a probationary employee shall not be appealable through the grievance procedure addressed in this Agreement.

Section 2. A non-probationary employee shall be provided a written notice of the charges and the reason(s) for disciplinary action(s) to be taken. The City shall provide the employee with a pre-disciplinary conference seventy-two hours prior to the issuance of discipline that may result in suspension, loss or reduction of pay, demotion or termination of employment. The employee shall be entitled to attend the conference, with or without a F.O.P. representative of his or her choosing, or to waive attendance to the conference.

Section 3. Forms of discipline shall be:

1. Written warning;
2. Written reprimand;
3. Suspension (employee may, by mutual consent, use accrued holiday leave, accrued vacation leave or compensatory time in lieu of serving an unpaid suspension);
4. Demotion, and;
5. Discharge or termination of employment.

Section 4. An employee shall be permitted to review his/her own departmental work product, i.e., notes, report, body worn camera or dash cam video or audio prior to providing a written statement or submitting to an investigative interview concerning a formal internal investigation. Additionally, an employee shall be permitted to review the dash/body camera video or audio recordings produced as a result of another officer(s)' involvement in the incident under internal investigation if the incident involves the use of force or results in physical harm to a citizen.

ARTICLE 8

WAGE; OVERTIME AND COMPENSATORY TIME

Section 1. Wages. (Annual rates of pay; payable bi- weekly). Effective November 1, 2017, wages shall be assessed as follows with a 2.25% pay increase each year of the agreement:

Sergeants	Effective 11/1/2017	Effective 11/1/2018	Effective 11/1/2019
3 year anniversary	\$92,246	\$94,321	\$96,444
7 year anniversary *	\$93,893	\$96,006	\$98,166
10 year anniversary	\$94,099	\$96,216	\$98,381
13 year anniversary	\$94,305	\$96,427	\$98,596
16 year anniversary	\$94,511	\$96,637	\$98,812
19 year anniversary	\$94,717	\$96,848	\$99,027
22 year anniversary	\$94,923	\$97,058	\$99,242
25 year anniversary	\$95,129	\$97,269	\$99,457

* 7-25 year anniversary rates incorporate the longevity rates stipulated in Article 9, Longevity for Years of Service.

Lieutenants	Effective 11/1/2017	Effective 11/1/2018	Effective 11/1/2019
3 year anniversary	\$103,315	\$105,640	\$108,017
7 year anniversary *	\$104,963	\$107,324	\$109,739
10 year anniversary	\$105,169	\$107,535	\$109,954
13 year anniversary	\$105,374	\$107,745	\$110,170
16 year anniversary	\$105,580	\$107,956	\$110,385
19 year anniversary	\$105,786	\$108,166	\$110,600
22 year anniversary	\$105,992	\$108,377	\$110,815
25 year anniversary	\$106,198	\$108,588	\$111,031

* 7-25 year anniversary rates incorporate the longevity rates stipulated in Article 9, Longevity for Years of Service.

Rank differential.

Sergeants shall be paid wages equal to twelve percent (12%) above police officers wages (over 2 years of service).

Lieutenants shall be paid wages equal to twelve percent (12%) above Sergeants wages.

Specialist Pay.

Members of the SWAT team, Detectives, bicycle patrol, hostage negotiation and any other specialized units established by the Chief of Police, Evidence Technician and Traffic Bureau will receive an additional five percent (5%) of base pay. Percentage increases for specialist pay will be added to the base rate and computed into overtime.

Section 2. Overtime; Compensatory time. Members of the F.O.P. shall be given the option of accumulating not more than one hundred sixty (160) hours of compensatory time off for overtime at the following rate: Overtime shall be paid for, or compensatory time shall be allowed on, the basis of one and one-half (1-1/2) hours' pay or compensatory time for each hour of overtime. There shall be no minimum overtime. Overtime shall be compensated for at the one and one-half (1-1/2) basis only when such employee works not less than forty (40) hours during the week when overtime is required; except that a day taken off as vacation time, compensatory time, sick time, holiday/personal day or "switch time" shall be counted as a day (8 hours) worked for the purpose of computing overtime for that week.

Section 3. Court Time. Police officers who are notified to appear in court or are subpoenaed for depositions shall be compensated additionally if not on duty. The minimum time shall be three (3) hours. No compensation shall be paid if the Police Officer's notice or subpoena is canceled prior to 11:00 p.m. that night before the officer is to arrive at the court or deposition.

Section 4. Call-in. Police officers who are notified to return to the Police Station for duty during time that they would otherwise be off duty shall receive a minimum of three (3) hours' pay or work provided they respond to the notice by appearing in the station, on the clock, before any notice that the call for duty had been rescinded. Such three (3) hour minimum pay or work shall include travel time of

thirty (30) minutes to and from the Police Station. If the mission or assignment for which the call to duty was made concludes before the expiration of the three (3) hour minimum, the officer may elect to go off duty or to accept any other work offered to him.

Section 5. Holiday Work. Should an employee be scheduled, and in fact work, on the New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day, he/she shall be paid at the current overtime rate in addition to the other usual treatment of holidays as contained elsewhere in this agreement.

Section 5.1 Compensation for Working Overtime on a Holiday. In the event that a member works more than eight (8) hours on a Holiday, the member shall be compensated, for the hours or fraction thereof actually worked in excess of eight (8), at the rate of two and one-half (2½) times the member's straight time hourly rate.

ARTICLE 9

LONGEVITY FOR YEARS OF SERVICE

As of November 17, 2014, the former longevity has been computed based upon the Patrolman's two year anniversary pay and added to the wage scale based on the percentages below:

Year 7-9	2.00%
Year 10 - 12	2.25%
Year 13- 15	2.50%
Year 16-18	2.75%
Year 19-21	3.00%
Year 22-24	3.25%
Year 25+	3.50%

Separately paid longevity has been eliminated.

ARTICLE 10

WORK WEEK; HOURLY RATE

Section 1. A workweek is forty (40) hours and begins with the Sunday night shift at 11:00 p.m., which ends Monday morning of each week. The Chief, at his/her discretion may assign the officers in one or more divisions to alternative shifts of greater than eight (8) hours in length, and the Chief shall not be required to assign all divisions to shifts of the same length. If the Chief elects to assign one or more divisions to shifts exceeding eight (8) hours, the Fraternal Order of Police (F.O.P.) shall have the right to vote regarding whether or not the provisions of this Agreement authorizing a workday in excess of eight (8) hours should be retained. Any such vote by the F.O.P. shall be held no earlier than twelve (12) and no later than eighteen (18) months after the Chief first implements any shift(s) in excess of eight (8) hours, and may be held only once for each occasion a shift changes. A majority of all of the members of the Fraternal Order of Police (FOP), including Patrol Officers, Sergeants and Lieutenants, shall be required to set aside the authority of the Chief to establish shifts which are more than eight (8) hours in length as set forth in this Article. A workday is at least eight (8) hours.

Section 2. The hourly rate shall be the annual rate divided by two thousand eighty (2,080).

ARTICLE 11

SHIFT RESCHEDULING

Whenever any police officer is required to work a shift which varies by more than four (4) hours from the officer's regular shift, and such shift change is made after the regular shift schedule has been posted for that month, except for time periods when being called in early or staying late, the officer shall be paid one-

fourth (1/4) hour of extra pay over the officer's regular pay. However, this "extra pay" shall not apply to the first four (4) times of shift rescheduling in any calendar year. . This "extra pay" shall only apply when the rescheduling occurs within the division that the officer is assigned. "Extra pay" shall not apply to a rescheduling that occurs as a result of an officer being reassigned to a different division.

ARTICLE 12

DUES DEDUCTION

Within thirty (30) days of the execution of this Agreement, all employees in the bargaining unit shall either become dues- paying members of the F.O.P., or, as a condition of continued employment, remit to F.O.P. a fair share fee in accord with the provisions of Ohio Revised Code Section 4117.09(C). Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become members of the F.O.P. or remit the fair share fee. As provided in Ohio Revised Code Section 4117.09(C), nothing in this Article shall be deemed to require any employee to become a member of the F.O.P.

The employer agrees to deduct F.O.P. dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction. The F.O.P. shall indemnify the City and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the City in complying with the provisions of this Article.

ARTICLE 13

VACATION AND HOLIDAYS

Section 1. Vacation.

A. Annually, each member of the Police Department in active pay

status for twelve (12) months continuous service shall be given two (2) weeks' vacation, provided further that each such full-time member with more than six (6) years of cumulative service shall be granted three (3) weeks' vacation, that each full-time member with more than ten (10) years of cumulative service shall be granted four (4) weeks' vacation, and each full-time member with more than seventeen (17) years of cumulative service shall be granted five (5) weeks' vacation. The Chief of Police shall have the authority to schedule, suspend, postpone or cancel vacation days to meet management needs. -

B. Vacations shall accrue each pay period as follows:

2 weeks vacation - 3.08 hours per pay

3 weeks vacation - 4.62 hours per pay

4 weeks vacation - 6.16 hours per pay

5 weeks vacation - 7.70 hours per pay

Members may carry over unused vacation leave at year's end up to a limit of 1.5 times the annual allotment or be eligible to receive a payout of unused vacation hours at the end of each year. Such payout will be administered annually in the months of December and/or January.

C. Any police officer hired after January 1, 1987, who has accumulated and earned vacation time from being employed by the State of Ohio or any of its political subdivisions, and who is then employed by Beachwood within ten (10) years after termination from such other public employer shall be allowed to transfer up to three (3) years of vacation time to his accumulated vacation time with the City. The employee shall advise the City of prior service time within six (6) months of employment with the City. Failure to inform the City constitutes a waiver of prior service credit.

Section 2. Holidays. Each member of the Police Department shall be entitled to

and receive compensation for the following twelve (12) holidays - New Year's Day, Martin Luther King Day, President's Day, Easter, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day, to be computed on the basis of an eight (8) hour day, each calendar year. If an officer is scheduled and works one of the above listed holidays, he/she will be entitled to utilize that day at another time or be paid the time during the calendar year. In addition, at the end of the calendar year, each full-time member may elect to add eight (8) hours to his/her compensatory time accrued for each unused remaining holiday. However, such time added to his/her compensatory time and/or paid out may not exceed ten (10) days. Compensation for holidays will be in accordance with Police Department policy. The decision of the Chief to grant such request shall not be a grievance item, and the requirements of the department shall at all times be met. Holidays shall be prorated during the first and last year of employment based on date of hire or termination.

ARTICLE 14

HOSPITALIZATION

Members of the Police Department shall be entitled to medical coverage, including vision, dental, hearing and prescription drug coverage, as set forth in the attached Exhibit A.

The City may contract (if possible) with another Company and/or alternative coverage to maintain substantially similar benefit levels at lower rates.

The City agrees to discuss such changes with the F.O.P., Lodge 86 prior to its final decision.

In the event that non-Bargaining Unit employees receive a materially better health care insurance plan, the Union may elect that coverage in lieu of the

above plan and adopt the contributions that the non-Bargaining Unit employees are required to make, if any, that are part of the structure of such plan.

Section 1. Members of the Bargaining Unit shall be entitled to medical coverage, including vision, dental, hearing, and prescription drug coverage, as set forth in the attached Exhibit A. Employees may select from a Health Savings Account Option, or a Health Reimbursement Account Option. All Bargaining Unit members will be required to contribute 15% of the premium cost toward their health care. The City will maintain an IRS §125 Plan (premium only plan) to make employees contributions pre-tax. Prior to January 1, 2015 the City's current coverage and benefits will remain unchanged.

Section 2. Under the Health Savings Account Option the City will contribute annually to the members Health Savings Account \$1,900.00 for Individual Coverage and \$3,800.00 for Family Coverage to help offset the deductibles of \$2,600.00 per individual and \$5,200.00 per family. Once the money is deposited in this account the money belongs to the employee. Should an employee go from family coverage to individual coverage during the year the city cannot reclaim money already provided to the member. If an employee is hired or increases coverage during the year the City will deposit funds or additional funds at the following percentages, 100% if in the first quarter, 75% in the second quarter, 50% in the third quarter, and 25% in the fourth quarter. If an employee reduces coverage during the year or leaves the employment of the City during the year, a portion of the City's or employee's contribution may become taxable and subject to possible penalties based on IRS limitations. In addition to the amount funded by the City, the employee has the option of depositing additional funds up to the limits established by the IRS. The Health Savings Account shall at all times be subject to the prevailing tax and pension laws. Employees must open a Health Savings Account prior to the City being able to deposit funds. Employees are free to use any bank they desire, however they must provide that banking information to the City.

Section 3. The Health Reimbursement Account is only recommended if the member does not qualify for a Health Savings Account under IRS rules; the City's consultant will work with members with special circumstances that may disqualify them from having a Health Savings Account. Under the Health Reimbursement Account the deductibles are \$2,500.00 per individual and \$5,000.00 per family. However, the City will reimburse the member up to \$1,800.00 per individual and \$3,600.00 per family for cost incurred.

Section 4. For members electing either the Health Savings Account or Health Reimbursement Account Option the City will provide a monthly "Health Care Allowance" to help offset premium and deductible cost in excess of the amounts provided by the city as mentioned above. The monthly amounts will be provided in the first and second pay check received each month at one-half the month amount shown below based on the member's coverage level:

Coverage	2018		2019		2020	
	Month	Year	Month	Year	Month	Year
Single	\$132	\$1,578	\$129	\$1,553	\$127	\$1,528
Employee + Spouse	\$262	\$3,144	\$258	\$3,094	\$254	\$3,044
Employee + Child	\$215	\$2,582	\$211	\$2,532	\$207	\$2,482
Employee + Children	\$243	\$2,912	\$239	\$2,862	\$234	\$2,812
Family, 1 Child	\$297	\$3,560	\$293	\$3,510	\$288	\$3,460
Family, multiple children	\$341	\$4,088	\$337	\$4,038	\$332	\$3,988

It shall be the responsibility of the employee to direct the allowance into a health savings account via direct deposit if so chosen. The money directed into the health savings account shall be subject to IRS rules and regulations.

If an individual is hired or an employee changes the number of individuals covered by their Plan during the year, the employee shall begin receiving the Health Care

Allowance the employee is entitled to receive in the employee's first pay after beginning employment or notifying the City of the changes to the Plan.

Allowance amounts are based upon the employee and family members on the Plan, excluding adult age dependents age 23 or older.

Section 5. Supplemental Health Care Allowance. In the event that after January 1st an individual is hired or an employee adds dependent coverage and either incurs a loss in excess of the amount the City contributed to their H.S.A. or provided to the employee as part of their Health Care Allowance, may be eligible for a Supplemental Health Care Allowance up to the maximum amount of their "in network" out of pocket costs upon proper verification of the expense and approval of the City.

ARTICLE 14.1

WELLNESS VISITS/NICOTINE USE AND INSURANCE BUYOUTS

Wellness: The City Health Insurance will remain the same for the next 3 years except for the following:

The Wellness Program will be implemented by introducing three (3) programs to employees in an effort to decelerate the increasing cost of healthcare. The three (3) programs are: 1) Yearly routine/preventive wellness checkups; 2) Nicotine usage/cessation; and 3) Insurance buyouts.

Section 1. Yearly routine/preventive checkups: Beginning August 1, 2018 each employee and spouse (if applicable) will have submitted to a wellness exam during the prior year. The form for completion from the Doctor's office will go directly to the insurance broker for verification; no information will be forwarded to the City of Beachwood. If an employee and spouse (if applicable) do not submit to a wellness exam by the August 1st deadline, their employee contribution for health care will increase \$100 per person per month. This increase will be removed the following month in which the

documentation is provided that the person went for a wellness check. The City will hold a wellness clinic at least 1 time per year in order to assist employees in getting their most vital statistics. Beginning August 1, 2019, employees will be required to have the following tests performed: Cholesterol levels, Glucose levels, and Blood Pressure

Section 2. Nicotine use/cessation: Beginning August 1, 2018 each employee and spouse (if applicable) will be subject to a \$100 per person per month increase to the employee contribution for health insurance if the employee and/or spouse use nicotine products. All employees and spouses (if applicable) will be required to complete an affidavit indicating whether or not they are nicotine users.

For nicotine users, the City will support any smoking cessation alternatives that are under the direction of the employee's physician, and as long as the employee and/or spouse are actively engaged in smoking cessation, the increase in the monthly healthcare premium will be waived

Section 3. Insurance buyouts: The City shall pay \$600 per month for any married employee who waives City healthcare benefits completely in lieu of their spouse's employment coverage. Single employees will be paid \$300 per month if the employee opts for coverage from outside employment.

Additionally, if an employee's spouse elects to not be covered by the City's health care benefits the employee will receive \$300 per month.

ARTICLE 15

PENSIONS

Section 1. Pension. Provided for by State law.

Section 2. Pension Pick-Up. Within a reasonable period from the ratification of this Contract, the City shall "pick up" and pay the members' contribution to the Police and Fire Disability and Pension Fund. The members' gross salary shall be

reduced by the full amount of said contribution. The member contributions which are "picked up" by the City shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this Agreement. The City's contribution to the Police and Fire Disability and Pension Fund will be calculated on the full salary of members before the pick-up is deducted from gross salary.

Section 3. Pension Contribution Protection. In the event that the State of Ohio increases the employee share of pension contributions and at the same time reduces the City's contribution, the City will make a one-time increase in the employee's wages by the same percentage as the change made by the State, effective as of the date of the change in State law. However, no adjustment will be made to offset an increase in the employee's contribution not offset by a corresponding reduction in the City contribution.

ARTICLE 16

UNIFORMS AND EQUIPMENT

A. Members of the Police Department shall wear such uniforms as directed by the Chief of Police, and approved by the Mayor, and shall be provided with such uniforms in the first year of service. Thereafter, each member shall be entitled to a clothing allowance of one thousand eight hundred fifty dollars (\$1,850.00) per year, payable seven hundred twenty five dollars (\$725.00) in the second pay period in January, three hundred seventy five dollars (\$375.00) in the second pay period in April, three hundred seventy five dollars (\$375.00) in the second pay period in July, and three

hundred seventy five dollars (\$375.00) in the second pay period in October. Detectives shall receive an additional clothing allowance of three hundred dollars (\$300.00) per year.

A. Duty belts, coats, weapons, holsters and body armor, to be approved by the Chief, and all other accessories required by the Department shall be furnished by the City.

C. Any Sergeant who is promoted to Lieutenant shall have a one-time option of forfeiting four (4) quarterly uniform allowances in lieu of the City purchasing one set of Lieutenant's clothing.

ARTICLE 17

SICK LEAVE, INJURY LEAVE, BEREAVEMENT LEAVE, SWITCH TIME AND UNION LEAVE

Section 1. Sick Leave. Sick leave shall accumulate at the rate of 4.6 hours for every eighty (80) hours worked in active pay status¹¹, up to a maximum of one thousand five hundred (1,500) hours. On an annual basis any officer who has in excess of one thousand five hundred (1,500) hours at the end of each payroll year shall be entitled to convert thirty-three and one-third percent (33-1/3%) of the excess hours into a lump sum cash payment, or transfer the excess balance to his/her compensatory time bank. For example, if an officer has 1,590 hours at the end of the payroll year,

¹¹ Active pay status occurs when an employee has worked one (1) or more days in a pay period or has requested use of approved leave hours supported by sufficient balances for one (1) or more days in the pay period. An inactive pay status may result from absences arising from claims allowed for workers' compensation, approved administrative leave or leaves without pay. The City will pay an employee sick leave benefits during any pay period as long as the employee is on active pay status during that pay period (i.e., paid leaves, etc.). However, if an employee spends only a portion of time off on paid leave, he/she would be paid only for the portion of that time that he/she is on paid leave and not for any other time.

he/she has the option of transferring 30 hours to his/her compensatory time bank, or receiving a lump sum cash payment of 30 hours. Prior to the end of the first pay period of the subsequent year, officers with excess hours should notify the Finance Department in writing of their desire to transfer hours to their compensatory time bank. In the absence of such notification, any excess will be converted into a lump sum cash payment with the first pay of the subsequent year. Conversion of thirty-three and one-third percent (33-1/3%) sick leave to either a lump sum cash payment or compensatory time shall terminate any right to any future payment for all sick leave so converted. Upon death or retirement, an officer (or his/her estate) shall be entitled to convert fifty-five (55%) percent of the accumulated but unused sick leave into a lump sum cash payment. Retirement shall be defined to mean eligibility to receive retirement benefits after twenty (20) years of service to the City.

Section 2. Injury Leave. Injury leave shall be granted to any policeman who is injured in the course and scope of his employment with the City and shall not exceed four hundred eighty (480) working hours per injury(s), and must be used within nine (9) months of the injury(s). Injury leave shall not be deducted from sick leave. The period of time of nine (9) months shall begin to run from the date of occurrence causing the injury(s). The time limits in this paragraph shall not be subject to the grievance procedure, it being the intention of the parties that the said dates are firm and may not be extended for any reason.

Section 3. Bereavement Leave. Bereavement leave shall be granted for three (3) days, unless extended by the Chief of Police for exceptional circumstances or travel time for members of the police officer's immediate family. Immediate family shall be defined as spouse, child, stepchild, grandchild, parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law or grandparent. Bereavement leave shall not be deducted from annual sick leave accrual.

Section 4. "Switch Time". Switch time may occasionally be approved in accordance with rules of the Chief to permit one (1) police officer to work for a second police officer, ordinarily of the same rank, in return for the second police officer then working for the first police officer. Both police officers who agree to this "switch time" shall do so in writing, setting forth the dates and times of the "switch" which should both occur within forty-five (45) days and shall be in the same calendar year. Such "switch" shall be considered as a limited exception to the workweek and no police officer shall be entitled to a greater benefit as a result of this limited practice. When an officer who is on switch time calls in sick, such time will be deducted from that officer's bank, not the officer with whom he traded.

Section 5. Union Leave. The President or other duly authorized representative of the Union Executive Committee may have up to seventy-two (72) hours of leave annually for Union activities such as attending Union-related meetings, conventions, etc.

ARTICLE 18

USE OF LEAVE TIME

Vacation and sick time shall be taken in increments of not less than fifteen (15) minutes, and the total amount of vacation and/or sick leave taken shall not be less than one (1) hour.

ARTICLE 19

MILITARY LEAVE

Military leave shall be provided as set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Section 4301, and other provisions of State and Federal law. While an employee is on active military

service, the City shall reimburse the employee for the actual cost of the medical coverage elected by the employee and his/her dependents pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA). An employee returning from active military service shall be entitled to ten (10) days paid administrative leave after his/her return from military service before he/she is required to return to work.

Employees on active military service shall not be entitled to any compensation or benefits from the City except as set forth in this Article 19.

ARTICLE 20

RETIREMENT; TERMINATION

Upon the retirement of any police officer with twenty (20) years or more service, the officer shall be presented with the officer's basic daily equipment, to include his service weapon, handcuffs, and the badges the officer has accumulated throughout the officer's years of dedication to the City of Beachwood.

Members of the Police Department shall terminate their office and employment not later than their 65th birthday, or if they become unable mentally and/or physically to carry out the requirements of the position.

ARTICLE 21

UNFAIR LABOR PRACTICE

Provided for by State Law and Rules and Regulations of S.E.R.B.

ARTICLE 22

PERSONNEL FILES AND POLICY

Section 1. Understanding that in the administration of the Police Department the

City maintains individual personnel files, an employee may be permitted to review his or her personnel file with at least a five (5) day written request. Upon written request, an employee shall be provided with an unredacted copy of his/her entire personnel file maintained by the City.

Section 2. Should an employee upon review of his or her file come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

Section 3. When an employee is charged with or is under investigation for alleged violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the employee's name and the extent of disciplinary action taken or contemplated until such time as a final interdepartmental ruling has been made and served upon the employee, except where the employee is charged with a felony.

Section 4. Release of photographs or personal information about any employee in relation to departmental matters shall not be provided to any news or related service without the prior consent of that employee, except in connection with a law enforcement activity.

Section 5. Discipline Records. The record of all disciplinary procedure shall be expunged from the officer's file:

A. After one (1) year if the disciplinary procedure resulted in a reprimand, or a loss of wages of not more than one (1) day, and more than one (1) year has passed without a second violation of the same or a similar offense.

B. After three (3) years if the disciplinary procedure resulted in a suspension and loss of wages of two (2) to seven (7) work days and three (3) years have

passed from the date of violation without a second violation of the same or a similar offense.

C. After five (5) years if the disciplinary procedure resulted in a suspension and loss of wages of more than seven (7) days, and/or a reduction in rank, and five (5) years have passed from the date of violation without a second violation of the same or a similar offense.

ARTICLE 23

LEGALITY

It is the intent of the City and the F.O.P. that this Agreement comply, in every respect, with applicable legal statutes, charter requirements, governmental regulations which have the effect of law, and judicial opinions, and if it is determined by proper authority that any provision of this Agreement is in conflict with law, that provision shall be null and void

ARTICLE 24

TRAINING TIME AND TUITION REIMBURSEMENT

Section 1. Travel Time. Police Officers shall use a City vehicle to travel to and from required training programs, if available. Police Officers required to travel more than forty miles (one way from City Hall and using the shortest route) by vehicle to attend mandatory training will be compensated an initial one (1) hour overtime pay for such travel time plus the actual hours spent traveling; however, this provision shall only apply when such travel is in excess of the police officer's eight (8) hour work day. The initial one (1) hour of overtime pay will be limited to one (1) hour per round trip.

For air travel time, police officers will be compensated for the actual travel time beginning with their arrival at a Cleveland/Akron area airport and will end upon arrival at the final destination (hotel or training facility). For the return trip by air, the police officer will be compensated for their time spent beginning with their departure from the hotel or training facility and end when they have arrived at a Cleveland/Akron airport. In no instance shall a police officer be compensated for arriving at an airport more than two (2) hours prior to the flight boarding time.

Section 2. Tuition Reimbursement. Police officers who are covered by this Agreement are also eligible for reimbursement for educational expenses on the same basis as educational reimbursement is provided for non- bargaining unit employees. The current policy for educational reimbursement is set forth at Section 2.8 of the Administrative Salary Ordinance.

ARTICLE 25

LABOR MANAGEMENT & SAFETY COMMITTEE

Section 1. The Labor, Management & Safety Committee shall consist of the Chief and designee and the F.O.P. executive committee. The committee may meet quarterly or as needed by mutual agreement for the purpose of:

1. To exchange or discuss issues of interest to the parties;
2. To discuss ways to improve efficiency or effectiveness of service to the community;
3. To promote harmonious relations between the F.O.P. and the Employer;
4. To discuss occupational safety and health issues.

Section 2. Either party may submit in writing a request to the other party to meet and shall exchange a written agenda five business days in advance of the meeting. F.O.P. committee members shall suffer no loss of pay while attending committee meetings.

ARTICLE 26

SENIORITY

Section 1. Seniority Defined. For all other purposes set forth in this Agreement, seniority shall be defined as follows:

1. **Total Seniority.** Total seniority is an employee's uninterrupted length of continuous full time employment with the City of Beachwood.
2. **Departmental Seniority.** Departmental seniority is an employee's total uninterrupted length of full-time employment with the City of Beachwood Police Department.
3. **Classification Seniority.** Classification seniority is an employee's total uninterrupted continuous full time service as a patrol officer, sergeant or lieutenant.
4. **Breaks in Seniority.** The following situations constitute breaks in continuous service:
 - A. Retirement, voluntary resignation or termination of employment;
 - B. Layoff for more than thirty-six (36) months or failure to return to duty within twenty-one (21) calendar days of a recall from layoff;
 - C. Failure to return to duty within three (3) calendar days from leave of absence.

ARTICLE 27

LAYOFF AND RECALL

Section 1. Notice. When the City determines that a lack of work, lack of funds or reorganization in operations requires a reduction in force (i.e., layoff or abolishment), the City shall notify the F.O.P. and the affected employee(s), in writing, at least thirty (30) calendar days in advance of the effective date of reduction. The City, upon request from

the F.O.P., agrees to meet and discuss the impact of the reduction of force on F.O.P. members.

Section 2. Procedure. When the City determines that a reduction in force will occur, affected employee(s) will be reduced in accordance with seniority within the affected job classification, with the least senior employee subject to reduction first.

Section 3. Bumping Rights. An employee residing in a higher classification, i.e. Sergeant, Lieutenant or other ranking officers shall be reduced in accordance with classification seniority within the affected job classification and may displace lower ranking employees in accordance with total seniority with the City. Patrol officers with the least amount of total seniority shall be laid off first provided that any part-time employees or probationary employees are laid off first.

Section 4. Recall Rights. Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. Employees shall be recalled in inverse order of the lay-off, i.e., most senior recalled first. Recall notice(s) shall be sent to employee(s) by registered mail and a copy to the F.O.P. The recalled employee shall have fourteen (14) calendar days, following the date of receipt of notice of recall to inform the employer of the employee's intention to return to work.

Section 5. Supersession. The parties specifically intend to supersede the Ohio Revised Code regarding Layoff and Recall.

ARTICLE 28

DURATION

This Agreement represents a complete and final understanding on all bargaining issues between the City and F.O.P., and shall supersede previous Agreements. It shall be effective and remain in full force and effect from November 1, 2017, until October 31, 2020, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions, pursuant to O.R.C. Section 4117.14. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to.

Signed this _____ day of _____, 2018, at Beachwood, Ohio,
which Agreement shall be binding upon their successors in office.

CITY OF BEACHWOOD

FRATERNAL ORDER OF POLICE,
BEACHWOOD LODGE 86

By: _____
Martin S. Horwitz
Mayor/Safety Director

By: _____
FOP President, Lodge 86

By: _____
William Hanna
Law Director

By: _____
Chuck Aliff
FOP/OLC Staff Rep

Exhibit A

CITY OF BEACHWOOD
January 1, 2015

Health Benefits		(1)	(2)
		MMO /COSE SUPER MED PLUS	MMO /COSE SUPER MED PLUS
Effective Date		Proposed H.S.A 2600	Proposed H.R.A 2500
		City Funds \$1,900/\$3,800	City Funds \$1,800/\$3,600
Deductible			
Network:		\$2,600 / \$5,200	\$2,500 / \$5,000
Non-Network:		\$5,000 / \$10,000	\$5,000 / \$10,000
Co-Insurance			
Network:		0%	0%
Non-Network:		40%	40%
Out of Pocket (excludes deductible)			
Network:		N/A	N/A
Non-Network:		\$5,000 / \$10,000	\$5,000 / \$10,000
Office Visits (illness/injury)			
Network:		0% after deductible	0% after deductible
Non-Network:		40%	40%
Routine Physical exam / well child visit			
Network:		covered at 100%	covered at 100%
Non-Network:		40%	40%
Routine Diagnostics			
Network:		covered at 100%	covered at 100%
Non-Network:		40%	40%
Emergency Room			
Network:		0% after deductible	0% after deductible
Non-Network:		40%	40%
Urgent Care			
Network:		0% after deductible	0% after deductible
Non-Network:		40%	40%
Inpatient Coverage			
Network:		0% after deductible	0% after deductible
Non-Network:		40%	40%
Outpatient Surgery Hospital			
Network:		0% after deductible	0% after deductible
Non-Network:		40%	40%
Complex Imaging (MRI's, PET, CT Scans ..)			
Network:		0% after deductible	0% after deductible
Non-Network:		40%	40%
Lifetime Max			
Network:		UNLIMITED	UNLIMITED
Non-Network:		UNLIMITED	UNLIMITED
Prescriptions			
Subject to Rx Deductible:		0% after deductible	0% after deductible
Pharmacy (30 day supply):			
Mail Order (90 day supply):			

Exhibit B

City of Beachwood
Health Insurance Plan
NON-NICOTINE USERS AFFIDAVIT FORM

Effective August 1, 2018, City of Beachwood. ("City") will be charging an additional \$100 per month toward the health insurance premiums for those employees and an additional \$100 per month toward the health insurance premiums for their spouses who smoke or otherwise use nicotine products (i.e. **cigarettes, pipes, cigars, chewing nicotine, e-cigarettes etc.**). Your spouse must complete this form if he/she is a participant in the City health insurance.

Do you smoke or use nicotine products? _____ Yes _____ No

If yes, please explain:

AFFIDAVIT

I, _____, do hereby affirm that I am___/ am not___ (please place an "X" in the appropriate space) a smoker or user of nicotine products. If I am not currently a smoker or user of nicotine products today, but begin to smoke or use nicotine products in the future, I will immediately notify the City's Human Resources Department.

I, _____, do hereby affirm that I am a smoker or user of nicotine products. I am currently under the supervision of a doctor in order to attempt to cease smoking. If I discontinue such cessation products/procedures I will immediately notify the City's Human Resources Department.

Dated and Signed this _____ day of _____, 20____.

Employee Name: _____

Relationship to employee: _____

Self / Spouse

Print name

Signature

Exhibit C

Medical Exam Form

PROVIDER WELLNESS LETTER

As an employer, City of Beachwood encourages its employees who are covered under the Company's health plan to obtain certain "Wellness/Preventive" exams and tests to help ensure their continued good health. For that reason, we provide them with the opportunity to visit their doctor for their yearly wellness/physical covered at 100%

In order for the employee to receive the proper credit, we ask that you and your spouse, if applicable, please sign off using the below form as proof of this visit. Once you have completed your visit, please log in to www.medmutual.com to complete your Online Health Assessment to update your information.

If you are unable to have your physician sign this form, please attach a copy of your explanation of benefits showing the preventive physical was completed.

Please return the completed form by July 16, 2018 to: Stellar Benefits Group Attn: Erin Odabashian 30775 Bainbridge Rd. Suite 100 Solon, Oh 44139, or by email: Erin@stellarinsurance.com or by fax: 440-893-9896

*****Accepting physicals completed between July 1, 2017 and July 16, 2018*****

PLEASE BE SURE TO OBTAIN A COPY FOR YOUR FILES

Thank you!

The following information must be completed, in its entirety, in order to receive the wellness visit credit.

Member ID # _____

Member Name _____

Patient Name (if different) _____

Patient Date of Birth _____

Patient Gender: Male / Female

Patient Phone number _____

PROVIDER INFORMATION

Provider Name _____

Provider Address _____

Provider Phone Number _____

Date of Visit _____

Provider Signature/Stamp _____

EXHIBIT D

SIDE LETTER
ME-TOO CLAUSE

If the Council for the City of Beachwood grants an increase in wages or benefit changes in insurance (Total Benefit Package) to the International Association of Fire Fighters (IAFF), Local 2388, in a successor contract entered into after October 31, 2017 that is more than one quarter of one percent (.25%) than the Total Benefit Package that Council grants the Fraternal Order of Police Ohio Labor Council (FOP/OLC) then the FOP/OLC's wages shall be increased by the higher percentage.

This side letter applies only to the FOP/OLC agreement dated November 1, 2017-October 31, 2020.

Signed this ____ day of _____, 2018 in Beachwood, Ohio, by the parties,
which Agreement shall be binding upon their successors in office.

CITY OF BEACHWOOD

FOP/OLC

By: _____
Mayor Martin S. Horwitz

By: _____
, President

By: _____
Law Director

By: _____
Chuck Aliff, FOP/OLC Staff Rep

Exhibit E

Memorandum of Understanding

Now come the City of Beachwood (City) and Fraternal Order of Police/ Ohio Labor Council Lodge 86 (FOP) and enter into the following Memorandum of Understanding concerning the implementation of 12 hour shifts.

The parties agree to engage in on-going discussions concerning planning, conceiving and implementation of twelve (12) hour shift scheduling for bargaining unit members at minimum of quarterly per year. Discussions shall occur in the parties Labor Management Committee. Prior to implementation and scheduling of twelve (12) hour shifts, the parties agree to meet and negotiate the impact of implementation of twelve (12) hours shifts on this Agreement.

Date: _____

For the City:

For the Union:

Martin S. Horwitz
Mayor

President

Hope L. Jones
Director of Law

Chuck Aliff
FOP/OLC Staff Rep.

INTRODUCED BY:

ORDINANCE NO. 2018-78

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A JOB CREATION INCENTIVE GRANT AGREEMENT WITH LEE SILSBY COMPOUNDING PHARMACY; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood continues to pursue new and efficient economic development strategies that are fiscally responsible, support the creation of new jobs, and grow the City's economic tax base; and

WHEREAS, Lee Silsby Compounding Pharmacy has expressed an interest in participating in economic development programs and incentives offered by the City; and

WHEREAS, Lee Silsby Compounding Pharmacy will bring Forty Five (45) full-time jobs in the first year, followed by Fifteen (15) full-time jobs in the second year, and Ten (10) full-time jobs in the third year and an estimated Four Million Dollars and No/ Cents (\$4,000,000.00) in new payroll over three (3) years.

WHEREAS, such grant agreement provides for a reimbursable annual grant payment equal to no more than thirty five percent (35%) of the total annual payroll taxes paid to the City of Beachwood during the four (4) year duration of the agreement; and

WHEREAS, this Council desires to authorize the Mayor to enter into a Job Creation Incentive Grant Agreement with Lee Silsby Compounding Pharmacy.

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

Section 1: The Mayor is hereby authorized to enter into a Job Creation Incentive Grant Agreement with Lee Silsby Compounding Pharmacy. The Agreement shall be in a form substantially similar to the Agreement 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 Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City; such necessity existing by the reason of the immediate necessity of authorizing a grant agreement that will provide for the creation of new jobs within the City and, thereby, enhance the City's tax revenues.

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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018, and filed it with the Clerk.

Mayor

To: Martin Horwitz, Mayor
Brian Linick, President of Council
Eric Synenberg, Economic Development Committee Chair

From: William Griswold, Building Commissioner
Keri Zipay, Business Retention Specialist

Re: Lee-Silsby JCIG ordinance

Date: April 4, 2018

Following our discussion with the Economic Development Committee on March 26, 2018, we are respectfully requesting to be placed on the April 16, 2018 Council agenda for approval of the Lee-Silsby Compounding Pharmacy's application for the Job Creation Incentive grant program.

Attached is a copy of the application as well as an outline of the projected payroll tax receipts.

cc: Larry Heiser, Finance Director
Bill Hanna, Interim Law Director
Tina Turick, Assistant Administrative Officer

To: Beachwood City Council Members

From: Keri Zipay, Business Retention Specialist

Date: March 26, 2018

Re: Lee Silsby pharmacy – Application for Job Creation Incentive Grant program

Lee Silsby is a locally owned Cleveland Heights compounding pharmacy with operations currently located in Cleveland Heights. They produce both compounded medications, as well as, nutritional supplements. The Lee-Silsby pharmacy was founded in 1985 by Bev and Alan Israel. After being located in Cleveland Heights for 33 years, they have outgrown their current facility, and have found a new and more spacious home here in Beachwood.

Lee-Silsby is purchasing the property at 23865 Mercantile Road from the City to serve as the new home for their operations. In the first year, Lee-Silsby expects to bring 45 jobs to Beachwood with a payroll of \$2,570,000. In the second year an additional 15 jobs are anticipated to be created with a projected payroll of \$870,000, and in the third year another ten jobs are expected to be added with a projected payroll of \$570,000. Over the three-year timeframe, a total of 70 jobs with a payroll of just over \$4 million is projected.

Based upon the guidelines of our Job Creation Incentive Grant program, the projected payroll of \$4 million qualifies the Lee-Silsby pharmacy to apply for a Job Creation Incentive Grant of 35% for a timeframe of four years.

As the city continues to experience growth within the medical industry, we welcome the addition of the Lee-Silsby compounding pharmacy and look forward to supporting them in their successes for years to come.



Job Creation Incentive Grant Application

The following is an application to the City of Beachwood, Ohio located in the
County of Cuyahoga by Gipsco Investment Corp., hereinafter referred to
(Enterprise name)
as the Enterprise.

I. General Information

Applicant: Enterprise Name Gipsco Investment Corp.

Home Office Street Address 3216 Silsby Road

City Cleveland Heights **State** Ohio **Zip code** 44118

Local Site Street Address _____

City _____ **State** _____ **Zip code** _____

Contact Person Name Rachael Israel

Telephone 216-401-3567 **Fax** _____

Email rachael@leesilsby.com

Primary business activity of the enterprise

Compounding pharmacy & supplement sales

NAICS Code that apply to the products produced by the enterprise.

NAICS Code # 446110 **NAICS Code #** _____

NAICS Code # 446191 **NAICS Code #** _____

Form of business of Enterprise (corporation, partnership, proprietorship, or other).

Corporation

Name of principal owner(s) or officers of the enterprise (attach list, if necessary).

Beverly Israel

Does the Enterprise owe:

A. Any delinquent taxes to the State of Ohio or any County, City or Township within the State of Ohio?

Yes _____ No X

B. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

Yes _____ No X

C. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes _____ No X

D. If yes to any of the above, please provide details of each instance including, but not limited to, the location, the amounts and/or case identification numbers (attach additional sheets if needed).

II. Financial Information

Federal Identification Number (FEIN) _____

III. Employment & Payroll Information

A. State the enterprise's current employment level at the site:

Current Full-time Permanent Employment at **proposed project site**: 0

Current Full-time Temporary Employment at **proposed project site**: 0

Current Part-time Permanent Employment at **proposed project site**: 0

Current Part-time Temporary Employment at **proposed project site**: 0

B. Enterprise's current employment level in Beachwood:

Current total Full-time Permanent Employment: 0

Current total Full-time Temporary Employment: 0

Current total Part-time Permanent Employment: 0

Current total Part-time Temporary Employment: 0

C. List schedule for hiring new full-time positions:

Year 1	Year 2	Year 3
<u>45</u>	<u>15</u>	<u>10</u>

D. Estimate the amount of annual payroll new employees will add.

New Full-time Permanent Year 1: \$ 2,570,000

Year 2: \$ 870,000

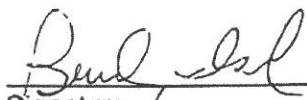
Year 3: \$ 570,000

E. Application Fee

A non-refundable application fee of \$750.00 in the form of a check made payable to the City of Beachwood shall be submitted with the application.

IV. Certifications of Information

Submission of this application expressly authorizes the City of Beachwood to contact any agency to confirm the statements contained herein. The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.



Signature

President

Title

12/14/2017

Date

Beverly Israel

Printed Name

A copy of this application will be attached to the final Job Creation Incentive Grant Program Agreement as Exhibit A.

LEE-SILSBY PHARMACY

Year	Projected Number of new employees	Total Projected Number of employees	Projected New Payroll	Projected Total Payroll	Lee Silsby's projected rebate (35%)	City Income Tax (2%)	City's projected receipts (after 35% rebate)
2018	0			\$0		\$0	
2019	45	45	\$2,570,000	\$2,570,000	\$17,990	\$51,400	\$33,410
2020	15	60	\$870,000	\$3,440,000	\$24,080	\$68,800	\$44,720
2021	10	70	\$570,000	\$4,010,000	\$28,070	\$80,200	\$52,130
2022		70		\$4,010,000	\$28,070	\$80,200	\$52,130
			\$4,010,000		\$98,210		\$182,390

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:

For Supplies and Services	April 16, 2018	\$5,891.50
G. Gifford Dyer	Plan Review Services	\$3,423.50
Paul Kowalczyk	Plan Review Services	\$1,503.00
Tactical Planning	Engineering Services	\$1,265.00

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

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

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

Attest: I hereby certify that this legislation was duly adopted on the 16th day of April 2018 and presented to the Mayor.

Clerk

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

Mayor

AN ORDINANCE
AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR
PROFESSIONAL AND OTHER SERVICES

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:

<u>For Supplies and Services</u>	<u>April 16, 2018</u>	<u>\$5,891.50</u>
G. Gifford Dyer	Plan Review Services	\$3,423.50
Paul Kowalczyk	Plan Review Services	\$1,503.00
Tactical Planning	Engineering Services	\$1,265.00

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

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

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

Attest: I hereby certify that this legislation was duly adopted on the 16th day of April 2018 and presented to the Mayor.

Clerk

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

Mayor

APPROVED

SIGNATURE

DATE

Matthew Dyer
4/4/18

**G. GIFFORD DYER-ARCHITECT
4680 BRAINARD ROAD
CHAGRIN FALLS, OH 44022-1506
Fax. 440-248-2353
Phone 440-248-1703**

March 31, 2018

City of Beachwood
Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Re: Building Department
Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of March 2018	<u>\$3,423.50</u>
(Cost breakdown sheet attached)	
Total amount due	\$3,423.50

Thank You,


G. Gifford Dyer

APPROVED FOR PAYMENT
BY: William Brum
DATE: 4/7/18
P/O: _____

G. GIFFORD DYER-ARCHITECT

BEACHWOOD PLAN REVIEWMonth MARCH 2018

GG Dyer	Beachwood	Job Name-----	Time	Charge
Job No.	PR No.			
CB 17-22	2017-28132	BOMBA TACOS + RUN LA PLACE FASHION MALL 3101 RICHMOND ROAD	9 3/4 Hr	\$ 814.12 ✓
CB 17-23	2017-28258	MITCHELL'S HONOLULU ICE CREAM LA PLACE FASHION MALL 3101 RICHMOND ROAD	1 1/2 Hr	\$ 125.25 ✓
CB 18-05	2018-29119	OXFORD ONE CHAGRIN HIGHLANDS 2000 AUBURN ROAD - SUITE #810	4 3/4 Hr	\$ 396.62 ✓
CB 16-06	2016-21967	VANGUARD APARTMENTS 3600 PARK EAST DRIVE	1 1/2 Hr	\$ 125.25 ✓
CB 17-16	2017-27937	ORANGE THEORY FITNESS LA PLACE FASHION MALL 3101 RICHMOND ROAD	1 1/2 Hr	\$ 125.25 ✓
CB 17-13	2017-27804	MELLO BISTRO LA PLACE FASHION MALL 3101 RICHMOND ROAD	1 1/4 Hr	\$ 104.38 ✓
CB 17-14	2017-27808	INTERIOR EXTERIOR J. DRASNER CO 23600 MISACANTLE RD	1 1/2 Hr	\$ 125.25 ✓
CB 17-17	2017-27924	ROSE SENIOR LIVING 23611 HARVARD ROAD	1 1/2 Hr	\$ 41.75 ✓
CB 18-02	2018-28588	LINDSEY'S LAKE HOUSE (CENOTE CAROL GOLF) LA PLACE FASHION MALL 3101 RICHMOND ROAD	3 1/2 Hr	\$ 292.25 ✓
CB 18-03	2018-28734	GREEN ROAD SYNAGOGUE 2437 GREEN ROAD	7 3/4 Hr	\$ 647.12 ✓
CB 18-06	2018-29299	THE VUE APARTMENTS 23220 CHAGRIN BLVD	2 1/2 Hr	\$ 208.75 ✓
CB 18-07	2018-29308	OFFICE FOR BEN DEVELOPERS 3700 PARK EAST DRIVE	3/4 Hr	\$ 62.62 ✓
CB 18-04	2018-29094	FIRE ALARM FOUR SEASONS APARTMENTS BLDG #5 26400 GEORGE LAJOLLE DRIVE	4 1/4 Hr	\$ 354.87 ✓
		TOTAL	41 Hr	\$ 3,423.50

April 1, 2018

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 March 2018 (See attached sheet for breakdown)	<u>\$1,503.00</u>
---	-------------------

Total amount due	
One Thousand Five Hundred Three Dollars	\$1,503.00

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



Paul Kowalczyk, MPE #798

APPROVED FOR PAYMENT

BY: William Howard
DATE: 3/4/10
P/O: _____

**City of Beachwood
Plan Examination Services
March 2018 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2018-29177	BW18-18 3/9/18	Sprint – CL52XC086 3875 Park East Drive Antenna upgrades	1 hour	\$83.50
2018-29183	BW18-19 3/14/18	Giant Eagle 24601 Chagrin Blvd. Interior Remodel	5 hours	\$417.50
2017-27503	BW18-20 3/17/18	Beachwood FHC – Infusion Pharmacy 26900 Cedar Road Fire Sprinkler System alterations	30 min.	\$41.75
2018-28997	BW18-17.1 3/20/18	Gregory Alonso Gallery 23245A Mercantile Road Interior Alterations – 2 nd submission	1 hour	\$83.50
2018-29260	BW18-21 3/20/18	Whet Rock Services 25825 Science Park Drive Toilet Room alterations	1 hour 30 min.	\$125.25
2018-29221	BW18-22 3/20/18	Landmark Centre Building – Suite 210 25700 Science Park Drive Interior Alterations	2 hours	\$167.00
2018-29229	BW18-23 3/22/18	BASF Pilot Plant Dehumidification 23800 Mercantile Lab Space Renovation	2 hours 30 min.	\$208.75
2018-29247	BW18-24 3/22/18	Cleveland Clinic Beachwood FHC OR Recap Design 26900 Cedar Road Interior Alterations	3 hours	\$250.50
2018-29265	BW18-25 3/26/18	Ascension Counseling 24100 Chagrin Blvd. Interior Alterations	1 hour 30 min.	\$125.25
Total:				\$1,503.00

Paul Kowalczyk, MPE #798

Tactical Planning, LLC

3297 Forestmeadow Drive,
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

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

P.O. # 2014-00196

March 30, 2018

FED ID # 46-3453684

INV # BW-1809

*Memo
#1893103
Adv Stronsider*

For professional services rendered with regard to plan reviews and report preparation for the **March 29, 2018 Planning and Zoning Commission Meeting** as follows:

<u>P&Z 2018-03</u>	<u>Middough / BASF</u>			
G. Smerigan	2.0 Hours	@	\$115.00 / hour	\$230.00

✓

TOTAL DUE THIS INVOICE

\$230.00

AM

Thank you,



George Smerigan
Managing Member

APPROVED FOR PAYMENT
BY: Will Ennis
DATE: 4/2/18
P/O: 18-00136

Tactical Planning, LLC

3297 Forestmeadow Drive,
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
gcosmerigan@gmail.com

INVOICE

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

March 30, 2018

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1807

Memo
#1793131
Palmieri Builders Inc

For professional services rendered with regard to plan reviews and report preparation for the **March 29, 2018 Planning and Zoning Commission Meeting** as follows:

P&Z 2017-31

Mark Fremont, Architect / CH Development

G. Smerigan

1.5 Hours

@

\$115.00 / hour

\$172.50

TOTAL DUE THIS INVOICE

\$172.50

APPROVED FOR PAYMENT

PY: Walt Fremont
DATE: 4/2/18
P/O: 18-00136

Thank you,



George Smerigan
Managing Member

Tactical Planning, LLC

3297 Forestmeadow Drive,
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

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

March 30, 2018

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1808

Memo
#1893102
Bob Smerigan
Maria Glasser

For professional services rendered with regard to plan reviews and report preparation for the **March 29, 2018 Planning and Zoning Commission Meeting** as follows:

P&Z 2018-02

Abraham Klein / Dance With Me Studio

G. Smerigan

2.0 Hours

@

\$115.00 / hour

\$230.00

TOTAL DUE THIS INVOICE

\$230.00

DATE:

P/O:

Will Smerigan
4/2/18

18-00136

Thank you,

[Signature]
George Smerigan
Managing Member

Tactical Planning, LLC

3297 Forestmeadow Drive,
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

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

April 1, 2018

FED ID # 46-3453684

P.O. # 2017-02032

INV # BW-1810

For professional services rendered with regard to **Updating the Planning and Zoning and Building Codes** pursuant to the above referenced Purchase Order:

Preparation of Code Changes Summary

G. Smerigan	5.5 Hours	@	\$115.00 / hour	\$632.50
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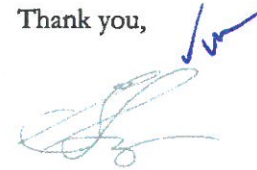
TOTAL DUE THIS INVOICE

\$632.50

APPROVED FOR PAYMENT

BY: William Smerigan
DATE: 4/24/18
P/O: 17-02032

Thank you,


George Smerigan
Member

INTRODUCED BY:

ORDINANCE NO. 2018-79

AN ORDINANCE AMENDING SCHEDULE D OF THE ADMINISTRATIVE SALARY ORDINANCE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, on May 1, 2017, Council adopted Ordinance No. 2017-69, the Administrative Salary Ordinance for the City of Beachwood, Ohio, including Administrative Pay Grades and Classifications for Administrative Employees and Appointed officials; and

WHEREAS, the Police Chief and the Mayor, with the support and recommendation of Council, now intend to create a full-time position for an Assistant Chief of Police

WHEREAS, it is necessary to amend Schedule D of the Administrative Salary Ordinance to include the same as outlined in the attached exhibit(s).

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

Section 1: The Mayor is hereby authorized and directed to add the position of full-time Assistant Chief of Police to the City of Beachwood, and to amend Schedule D to include the same and to authorize the language changes as outlined in the attached exhibit(s).

Section 2: It is found and determined that all formal action 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 Ordinance of the City.

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health, safety and welfare, or the efficient operation of the City; and for the further reason of the immediate necessity of providing an amended organizational chart.

WHEREFORE, this Ordinance 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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018, and filed it with the Clerk.

Mayor

SCHEDULE D
CITY OF BEACHWOOD - SCHEMATIC LIST OF PAY GRADES

<u>Department Name</u>	<u>Position Title</u>	<u>Grade</u>	<u>Exempt</u>	<u>Number</u>	<u>Type</u>
Audit	Audit Director	18	Yes	1	Full Time
Audit	Administrative Coordinator	6	No	1	Full Time
Building Department	Building Commissioner	19	Yes	1	Full Time
Building Department	Assistant Building Commissioner	14	Yes	1	Full Time
Building Department	Program Coordinator	9	Yes	1	Full Time
Building Department	Administrative Assistant 2	4	No	2	Full Time
Building Department	Admin. Assistant/Secretary/Clerk	*	No	1	Part Time
Community Services Department	Director, Community Services	20	Yes	1	Full Time
Community Services Department	Recreation Supervisor	12	Yes	1	Full Time
Community Services Department	Assistant Recreation Supervisor	10	Yes	1	Full Time
Community Services Department	Program Coordinator	9	Yes	3	Full Time
Community Services Department	Graphic Designer	9	Yes	1	Full Time
Community Services Department	Administrative Assistant 2	4	No	1	Full Time
Community Services Department	Community Center Maintenance Coord.	4	No	1	Full Time
Community Services Department	Van Driver/Scheduler	2	No	1	Full Time
Community Services Department	Van Driver	1	No	1	Full Time
Community Services Department	Van Driver	*	No	4	Part Time
Community Services Department	Program Building Supervisor	*	No	N/A	Part Time
Economic Development Dept.	Economic Development Director	19	Yes	1	Full Time
Economic Development Dept.	Assistant to the Director (ED)	10	Yes	1	Full Time
Finance Department	Finance Director	21	Yes	1	Full Time
Finance Department	Information Technology Manager	18	Yes	1	Full Time
Finance Department	Assistant Finance Director	15	Yes	1	Full Time
Finance Department	Information Technology Asst. Manager	14	Yes	1	Full Time
Finance Department	Human Resources Administrator	13	Yes	1	Full Time
Finance Department	Accounting Supervisor/Tax Administrator	12	Yes	1	Full Time
Finance Department	Purchasing Supervisor	11	Yes	1	Full Time
Finance Department	Information Systems Technician	7	No	1	Full Time
Finance Department	Staff Accountant	9	No	1	Full Time
Finance Department	Human Resource Coordinator	8	No	1	Full Time
Finance Department	Administrative Coordinator	6	No	1	Full Time
Finance Department	Administrative Assistant 2	4	No	1	Full Time
Fire Department	Fire Chief	21	Yes	1	Full Time
Fire Department	Assistant Fire Chief	17	Yes	1	Full Time
Fire Department	Fire Prevention Officer	10	Yes	1	Full Time
Fire Department	Fire Inspector	9	No	2	Full Time
Fire Department	Fire Inspector	*	No	1	Part Time
Fire Department	Administrative Coordinator	6	No	1	Full Time
Fire Department	Administrative Assistant 2	4	No	1	Full Time
Law Department	Law Director	21	Yes	1	Full Time
Law Department	Assistant Law Director	18	Yes	1	Full Time
Law Department	Clerk of Council/Legal Assistant	10	Yes	1	Full Time
Law Department	Administrative Coordinator	6	No	1	Full Time

SCHEDULE D
CITY OF BEACHWOOD - SCHEMATIC LIST OF PAY GRADES

<u>Department Name</u>	<u>Position Title</u>	<u>Grade</u>	<u>Exempt</u>	<u>Number</u>	<u>Type</u>
Mayor's Office	Assistant Administrative Officer	15	Yes	1	Full Time
Mayor's Office	Communications Coordinator	11	Yes	1	Full Time
Mayor's Office	Mayor's Executive Secretary	10	Yes	1	Full Time
Police Department	Police Chief	21	Yes	1	Full Time
Police Department	Assistant Police Chief	17	Yes	1	Full Time
Police Department	Clerk of Court	9	Yes	1	Full Time
Police Department	Assistant Jail Administrator	6	No	1	Full Time
Police Department	Assistant Clerk of Court	5	No	1	Full Time
Police Department	Administrative Assistant 3	5	No	2	Full Time
Police Department	Police Captain	*	N/A	N/A	Spec 1
Police Department	Dispatch Supervisor	*	N/A	N/A	Spec 1
Police Department	Patrol Officers	*	No	N/A	Part Time
Police Department	Corrections Officer	*	No	N/A	Part Time
Police Department	Crossing Guard	*	No	N/A	Part Time
Public Service Department	Public Service Director	21	Yes	1	Full Time
Public Service Department	Assistant Public Service Director	15	Yes	1	Full Time
Public Service Department	Staff Engineer	15	Yes	1	Full Time
Public Service Department	Environmental Manager	11	Yes	1	Full Time
Public Service Department	Superintendent - Vehicle Maintenance	11	Yes	1	Full Time
Public Service Department	Superintendent - Field Operations	11	Yes	1	Full Time
Public Service Department	Superintendent - Streets and Utilities	11	Yes	1	Full Time
Public Service Department	Superintendent - Public Parks and Ground	11	Yes	1	Full Time
Public Service Department	Superintendent - Building Maintenance	11	Yes	1	Full Time
Public Service Department	Facilities Systems Coordinator	11	Yes	1	Full Time
Public Service Department	Administrative Assistant 2	4	No	2	Full Time
Public Service Department	Shipping and Receiving Clerk	4	No	2	Full Time
Public Service Department	Intermittent/Temporary Laborer	*	No	N/A	N/A
Public Service Department	Laborer/Janitor	*	No	N/A	Part Time
Public Service Department	Messenger	*	No	1	Part Time
Administration	Administrative Assistant/Secretary/Clerk	*	No	N/A	Part Time
Administration	Intermittent/Temporary Staff	*	No	N/A	N/A

Note 1: (*) These positions are not within a pay grade, they are identified separately at the end of Schedule B as a not to exceed dollar figure or hourly rate.

The compensation and benefits for each position shall be set by the appointing authority.

Base salary (excluding longevity, overtime and leave payoffs) for each position shall not exceed the hourly rates or annual limits as defined in Schedule B.

The appointing authority cannot exceed the quantity of positions as defined in this schedule. Positions denoted as overtime exempt are ineligible for overtime or compensatory time payments or earnings.

Note 2: Spec 1 - Supplement is in addition to Lieutenant or Dispatcher pay and is not subject to overtime - position is not included in total personnel count - positions are counted under Collective Bargaining.

Note 3: Administrative staff may be employed in other administrative positions defined in this or other schedules of this Ordinance.

INTRODUCED BY:

ORDINANCE NO. 2018-80

AN ORDINANCE AMENDING BCO SECTION 145.01 SUBSECTION (A) BY MODIFYING THE MEMBERSHIP OF THE POLICE DEPARTMENT; AND DECLARING THIS TO BE AN URGENT MEASURE.

WHEREAS, the Police Chief and the Mayor with the support and recommendation of Council intend to amend BCO Section 145.01 to reflect a change in in the membership of the Police Department and to add the position of Assistant Chief of Police; and

WHEREAS, the Beachwood Police Department Table of Organization should also be accordingly amended.

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

Section 1: Based upon the recommendations of the Police Chief and the Mayor, Council hereby amends Section 145.01(a) to read as follows (new language double underlined);

145.01 DEPARTMENT ESTABLISHED; PERSONNEL.

(a) A Police Department is hereby established. The membership of the Department shall not exceed:

- (1) One Police Chief;
- (2) One Assistant Chief of Police;
- (3) Six Lieutenants;
- (4) Four Sergeants; and
- (5) Thirty-Eight full-time Patrol Officers

In the event of a vacancy, the Mayor shall fill the position in accordance with Article VI, Section 3, of the Charter. The Mayor is hereby authorized to employ such number of the following personnel as is necessary to meet the needs of the Department, but not to exceed one Clerk of Courts, one Assistant Clerk of Court, fifteen Dispatcher Clerks, two Administrative Assistants, one Assistant Jail Administrator, part-time Police Patrol Officers, correction officers and school guards, as required.

Section 2: The Beachwood Police Department Table of Organization is hereby amended effective April 16, 2018.

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 hereby declared to be an emergency measure necessary for the public peace, health, or safety or the efficient operation of the City; and such necessity existing for the reason that the employment provided herein is needed for the proper operation of an essential department of the City government.

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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018, and filed it with the Clerk.

Mayor

INTRODUCED BY:

ORDINANCE NO. 2018-81

AN ORDINANCE AUTHORIZING A SEPARATION AGREEMENT BETWEEN THE CITY OF BEACHWOOD, OHIO AND DEBORAH L. NOBLE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood and Deborah L. Noble have reached an agreement upon the terms and conditions applicable to her separation from employment with the City of Beachwood, Ohio, a copy of which is on file in the office of the Clerk of Council ("Separation Agreement").

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

Section 1: Based upon the recommendation of City Council, the Mayor is authorized to enter into a Separation Agreement with Deborah L. Noble substantially in accordance with the Agreement attached hereto 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 of Beachwood.

Section 3: This Ordinance is hereby declared to be an urgent measure which is immediately necessary for the public peace, health, and safety, welfare, or the efficient operation 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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018, and filed it with the Clerk.

Mayor

SEPARATION AGREEMENT AND RELEASE

This *Separation Agreement and Release* ("Agreement") is made and entered into by and between DEBORAH L. NOBLE, her heirs, executors and assigns (collectively referred to as "Noble") and the CITY OF BEACHWOOD, OHIO and each and every one of its present and former employees, elected and appointed officials, directors, representatives and agents (collective referred to as "Beachwood" or "City") (together, the "Parties").

BACKGROUND:

1. Noble is the Mayor's Executive Secretary and has been employed with Beachwood since October 13, 1997; and

2. The Parties agree that it is necessary to abolish the position of Mayor's Executive Secretary for sound business reasons and that Noble will be laid off from her position as the Mayor's Executive Secretary with the City effective on August 12, 2018;

3. Beachwood and Noble agree that there is no other position of employment with the City that is available or which Noble is qualified to hold.

4. Beachwood and Noble do not know of or anticipate that there will be any disputes between them or legal claims arising out of Noble's employment with or separation from employment with Beachwood, but nevertheless desire to ensure an amicable parting and to settle fully and finally all differences and claims that might otherwise arise out of Noble's employment with Beachwood or the separation of her employment with Beachwood.

NOW THEREFORE, in and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the Parties agree as follows:

Section 1. Separation. Noble will be laid off from her employment with Beachwood effective August 12, 2018.

Section 2. Consideration. In consideration of the execution by Noble, and delivery to Beachwood, of this Agreement and the Exhibit attached as Exhibit "A," and the performance of the terms and conditions contained herein the Parties agree to the following:

2.1 Administrative Leave

Noble shall be placed on paid administrative leave effective on February 12, 2018 and continuing through and including the date of August 12, 2018 ("Administrative Leave"). Noble shall continue to receive all benefits which she was entitled during her employment with Beachwood and immediately prior to the commencement of Administrative Leave, with the exception of the cell phone allowance

which will be discontinued effective May 2018. At the time of her separation from employment with Beachwood, Noble will be entitled to COBRA as required by law.

In the event Noble obtains other employment during her Administrative Leave as set forth above, Noble's separation shall automatically be accelerated to the work date immediately prior to the date on which she commences employment with a third party, her Administrative Leave shall end and she shall receive no further compensation.

2.2 Vacation, Personal Leave and Sick Pay

Noble shall be entitled to be paid for her unused vacation, personal leave and sick pay. Payment shall be made to Noble on the first payroll date following the revocation period set forth in Section 6 of this Agreement and provided that Noble does not revoke this Agreement as set forth in Section 6 of this Agreement.

2.3 Annual Adjustment

Noble shall not be eligible to receive either the 2018 annual pay adjustment, if any, or any other benefit that may be enhanced for non-bargaining employees during her Administrative Leave.

2.4 Release

Noble shall execute the document attached hereto as Exhibit "A" but not before the effective date of her separation from the City. If Noble fails to sign Exhibit "A," Noble shall pay Beachwood an amount equal to the wages and benefits she was paid during the Administrative Leave set forth in Section 2.1 of this Agreement.

Section 3. Representations. Noble represents that she has not filed any charges, claims or lawsuits against Beachwood as of the date of this Agreement.

Section 4. Waiver of Right to Reinstatement and Future Employment. Noble forever waives any right she has to reinstatement as an employee of Beachwood. Noble agrees not to apply for employment with Beachwood at any time in the future.

Section 5. Noble's Release of Claims. In consideration of the execution of this Agreement by Beachwood and the performance of the terms and conditions contained herein by Beachwood, Noble and Noble's agents, assigns, heirs, and executors hereby release and forever discharge Beachwood and each and every one of its present, future and former employees, elected and appointed officials, officers, directors, agents, and legal representatives ("Beachwood Releasees"), from any and all claims, demands, liabilities, and

causes of action of every nature, known or unknown, which have existed or exist now and which are in any way connected with, or arise out of, Noble's employment with or separation from Beachwood.

Noble understands that there are various federal, state and local laws that regulate the payment of wages and that prohibit employment discrimination on the basis of, among other things, age, sex, race, color, national origin, religion and disability, and that these laws are enforced by various government agencies. Noble, for herself and her heirs, personal representatives, assigns, successors, attorneys, and agents hereby releases and forever discharges Beachwood Releasees from any and all lawsuits asserting any claim which she now has, or ever had, under the Fair Labor Standards action, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act, the Equal Pay Act, and Ohio law, and hereby releases and forever discharges Beachwood Releasees from any liability for any personal right of recovery of any kind that Noble now has, or ever had, including the right to recover unpaid wages, the right of reinstatement, or the right to recover damages in her own lawsuit or in a lawsuit brought on her behalf by the U.S. Department of Labor, Equal Employment Opportunity Commission or other governmental agency, under the Americans with Disabilities Act, the Age Discrimination in Employment Act, Title VII of the Civil Right Act of 1964, the Family and Medical Leave Act, the Equal Pay act, and Ohio law arising out of, or relating to, Noble's employment with or separation from Beachwood.

Noble further acknowledges and agrees that she has been paid by Beachwood for all work performed and that she has been paid all wages, compensation and benefits to which she is entitled as of the date of this Agreement.

The Parties acknowledge that they might hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the released claims and they expressly agree to assume the risk of possible discovery of additional or different facts, and further agree that the Agreement shall be and remain effective in all respects regardless of such additional or different discovered facts.

Noble hereby specifically releases, discharges and waives, but not by way of limitation, any claim, demand, or cause of action based on the theories of wrongful or unjust termination, breach of contract (express or implied), promissory estoppel, negligent or intentional conduct, breach of an implied covenant of good faith and fair dealing, defamation, intentional or negligent inflictions of emotional distress, false light, invasion of privacy and any and all forms of employment discrimination, as well as claims for attorneys' fees, expenses, and costs related to any of the foregoing.

This waiver and release does not limit Noble's right to file a charge, testify, assist or participate in any manner in any government investigation, hearing or proceeding including, under any employment law including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, or any state civil rights Act. Noble understand that she retains the right to communicate with

the EEOC and comparable state or local agencies and such communication can be initiated by Noble or in response to the government and is not limited by any non-disparagement obligation under this Agreement. However, if any third party, such as a government agency, allows Noble to file a claim, or brings any claim or conducts an investigation against Beachwood Releasees on Noble's behalf, Noble waives and agrees to relinquish any damages or other individual relief that may be awarded as a result of any such proceedings. Further, Noble agrees that she will not file, commence, institute, maintain, prosecute or voluntarily aid any action at law or equity, or otherwise prosecute or sue any of the parties released by this Agreement, either affirmatively or by way of cross-complaint, defense or counterclaim, or in any other manner with respect to claims released in this Agreement.

The foregoing to the contrary notwithstanding, Beachwood shall not oppose an application for Unemployment Compensation filed by Noble; provided, however, that Beachwood will respond truthfully to, and will provide any information requested of it by the Ohio Department of Job and Family Services in connection with any such application.

Section 6. Right to Representation, Time Limits and Revocation Period. Noble, in receiving a copy of this Agreement, acknowledges that she has been advised in writing to seek the advice of an attorney of her own choosing before signing the Agreement. Noble may consider this Agreement for at least twenty-one (21) days from the date she receives this Agreement. If Noble elects to sign this Agreement in less than twenty-one (21) days, then she is waiving her right to consider this Agreement for up to twenty-one (21) days. Noble shall also have the right to revoke this Agreement at any time within seven (7) days after the date she has signed it. To revoke the Agreement, she must cause a signed copy of this Agreement, marked "Revoked," to be delivered to Martin S. Horwitz, Mayor of the City of Beachwood, at Beachwood City Hall before the end of the seven (7) day period. The date of signing, as indicated next to her signature, will mark the beginning of the seven (7) day period. This Agreement will become effective on the 8th day after Noble signs it, provided that it has not been revoked before that day.

Section 7. Confidentiality. The Parties agree to keep the terms of this Agreement confidential to the fullest extent permitted law. Noble agrees not to disclose the terms of this Agreement to any individual or entity (including but not limited to friends, colleagues, other employees) other than her legal counsel, members of her immediate family, her accountant or as required by law. If requested regarding her employment with or separation of employment from Beachwood, Noble and the City shall respond that her separation was a mutual decision and that neither can comment further.

Section 8. Mutual Non-Disparagement. The Parties to this Agreement shall refrain from making any negative, critical or disparaging remarks about the other Party (as defined hereinabove to include elected and appointed officials, employees and agents). A negative, critical or disparaging remark is any communication (oral, gesture, written) which would or might cause or tend to cause humiliation or embarrassment or which might cause a recipient of that communication to question the business condition, integrity, service, quality, confidence or good character of any of Parties or entities.

Section 9. Construction. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by one of the Parties, it being recognized that the terms and conditions of this Agreement are the result of arm's-length negotiations between the Parties.

Section 10. No Admission of Wrongdoing. This Agreement shall not in any way be construed as an admission by either Party of any acts of wrongdoing whatsoever against the other Party.

Section 11. Governing Law; Jurisdiction. This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Ohio; and the Parties hereby confer exclusive jurisdiction upon the state and federal courts in Ohio to determine any dispute arising out of or related to this Agreement or breach hereof.

Section 12. Entire Agreement. This Agreement and any Exhibits appended to this Agreement set forth the entire agreement between the Parties and fully supersede any and all prior agreements or understandings between the Parties pertaining to the subject matter contained herein.

Section 13. Binding Agreement. This Agreement shall be binding upon the Parties, their heirs, executors, personal representatives, elected and appointed officials, successors, assigns, officers and agents.

Section 14. Effect of Agreement. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against an action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.

Section 15. Execution and Multiple Counterparts. This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

{The Remainder of this Page is Intentionally Left Blank}

This Agreement has been executed on the dates as set forth below.

DEBORAH L. NOBLE

Date: _____

Signature

CITY OF BEACHWOOD, OHIO

Date: _____

By: _____
Martin S. Horwitz
Its: Mayor

I have read and carefully considered this Separation Agreement and Release, have had an opportunity to ask questions about it and have had my questions answered. Further, I have had the opportunity to discuss this Agreement with my family and attorney. I am signing this Agreement freely and voluntarily on the date indicated below my signature.

Date: _____

Deborah L. Noble

EXHIBIT "A"

RELEASE

1. I, Deborah L Noble, was the Mayor's Executive Secretary for the City of Beachwood and was employed by the City of Beachwood from October 13, 1997 to August 12, 2018; and
2. I laid off from my employment with the City of Beachwood effective August 12, 2018 for lack of work; and
3. I entered into a Separation Agreement and Release with the City of Beachwood on April ____, 2018 ("Agreement").

NOW THEREFORE, in and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained in the Agreement, and the performance of the terms and conditions contained therein by the City of Beachwood, I and my, assigns, heirs, and executors hereby release and forever discharge Beachwood and each and every one of its present, future and former employees, elected and appointed officials, officers, directors, agents, and legal representatives ("Beachwood Releasees"), from any and all claims, demands, liabilities, and causes of action of every nature, known or unknown, which have existed or exist now and which are in any way connected with, or arise out of, my employment with or separation from Beachwood.

I understand that there are various federal, state and local laws that regulate the payment of wages and that prohibit employment discrimination on the basis of, among other things, age, sex, race, color, national origin, religion and disability, and that these laws are enforced by various government agencies. I, for myself and my heirs, personal representatives, assigns, successors, attorneys, and agents hereby release and forever discharge Beachwood Releasees from any and all lawsuits asserting claims which I now have, or ever had, under the Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act, the Equal Pay Act, and Ohio law, and hereby releases and forever discharge Beachwood Releasees from any liability for any personal right of recovery of any kind that I now have, or ever had, including the right to recover unpaid wages, the right of reinstatement, or the right to recover damages in my own lawsuit or in a lawsuit brought on my behalf by the U.S. Department of Labor, Equal Employment Opportunity Commission or other governmental agency, under the Americans with Disabilities Act, the Age Discrimination in Employment Act, Title VII of the Civil Right Act of 1964, the Family and Medical Leave Act, the Equal Pay Act, and Ohio law arising out of, or relating to my employment with or separation from Beachwood.

I further acknowledge and agree that I have been paid by Beachwood for all work performed and that I have been paid all wages, compensation and benefits to which I am entitled as of the date of this Agreement.

I understand and acknowledge that I might hereafter discover facts different from or in addition to those I now know or believe to be true with respect to the released claims and I expressly agree to assume the risk of possible discovery of additional or different facts, and further agree that the Agreement shall be and remain effective in all respects regardless of such additional or different discovered facts.

I hereby specifically release, discharge and waive, but not by way of limitation, any claim, demand, or cause of action based on the theories of wrongful or unjust termination, breach of contract (express or implied), promissory estoppel, negligent or intentional conduct, breach of an implied covenant of good faith and fair dealing, defamation, intentional or negligent inflictions of emotional distress, false light, invasion of privacy and any and all forms of employment discrimination, as well as claims for attorneys' fees, expenses, and costs related to any of the foregoing.

This waiver and release does not limit my right to file a charge, testify, assist or participate in any manner in any government investigation, hearing or proceeding including under any employment law including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, or any state civil rights Act. I understand that I retain the right to communicate with the EEOC and comparable state or local agencies and such communication can be initiated by me or in response to the government and is not limited by any non-disparagement obligation under this Agreement. However, if any third party, such as a government agency, allows me to file a claim, or bring any claim or conducts an investigation against Beachwood Releasees on my behalf, I waive and agree to relinquish any damages or other individual relief that may be awarded as a result of any such proceedings. Further, I agree that I will not file, commence, institute, maintain, prosecute or voluntarily aid any action at law or equity, or otherwise prosecute or sue any of the parties released by this Agreement, either affirmatively or by way of cross-complaint, defense or counterclaim, or in any other manner with respect to claims released in this Agreement.

I acknowledge that I have been advised in writing to seek the advice of an attorney of my own choosing before signing the Agreement. I may consider this Agreement for at least twenty-one (21) days from the date I receive this Agreement. If I elect to sign this Agreement in less than twenty-one (21) days, then I am waiving my right to consider this Agreement for up to twenty-one (21) days. I shall also have the right to revoke this Agreement at any time within seven (7) days after the date I have signed it. To revoke the Agreement, I must cause a signed copy of this Agreement, marked "Revoked," to be delivered to Martin S. Horwitz, Mayor of the City of Beachwood, at Beachwood City Hall before the end of the seven (7) day period. The date of signing, as indicated next to my signature, will mark the beginning of the seven (7) day period. This Agreement will become effective on the 8th day after I sign it, provided that it has not been revoked before that day.

I understand and acknowledge that this Release shall not in any way be construed as an admission by either Party of any acts of wrongdoing whatsoever against the other Party.

I understand that this Release shall be governed by and shall be interpreted in accordance with the laws of the State of Ohio; and the Parties hereby confer exclusive jurisdiction upon the state and federal courts in Ohio to determine any dispute arising out of or related to this Agreement or breach hereof.

I acknowledge that this Release may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.

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

DEBORAH L. NOBLE

Date: _____

Signature

I have read and carefully considered this Separation Agreement and Release, have had an opportunity to ask questions about it and have had my questions answered. Further, I have had the opportunity to discuss this Agreement with my family and attorney. I am signing this Agreement freely and voluntarily on the date indicated below my signature.

Date: _____

Deborah L. Noble

INTRODUCED BY:

ORDINANCE NO. 2018-82

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RENEWAL AGREEMENT WITH CINTAS CORPORATION FOR THE RENTAL OF UNIFORMS, FLOOR MATS (VARIOUS SIZES), AND SHOP TOWELS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City has previously contracted with Cintas Corporation for the purchase of uniforms, floor mats (various sizes), and shop towels; and

WHEREAS, Cintas has agreed to an additional four year (4) agreement at the same terms and conditions that currently exist.

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

Section 1: Upon the recommendation of the Service Director, as set forth in his Memorandum dated March 29, 2018, a copy of which is attached hereto and made a part hereof, the Mayor is authorized to enter into a renewal agreement for four years (4) with Cintas Corporation for uniforms, floor mats (various sizes), and shop towels, in accordance with the attached agreement.

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

Section 3: This Ordinance is hereby declared to be an urgent measure immediately necessary for the public peace, health, or safety, or the efficient operation 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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018, and filed it with the Clerk.

Mayor

**BEACHWOOD SERVICE DEPARTMENT
INTER-OFFICE MEMORANDUM**

TO: Mayor Martin Horwitz

FR: Dale Pekarek, Service Director

DAP

DT: March 29, 2018

RE: Cintas Uniform Contract

Mayor,

As per our prior conversation, attached for your review is a renewal contract proposal from Cintas that would extend the current contract at the current pricing for an additional four years. Cintas provides uniforms for both the Public Service and Community Service Departments. They also provide floor mats and shop towels for the City.

I spoke with Mr. Berns concerning this proposal and he is fine with moving ahead. With your permission, I would like to place this contract on the next Council Agenda for approval.

APPROVED

SIGNATURE

Martin Horwitz

DATE

3/29/18

Attach

Cc: Whitney Crook

DHP/ais



Direct Line: 440-352-4003
Email: camps@cintas.com

Dale,

As you are aware, the current Cintas Agreement for uniforms and other services is due for renewal in May of this year. I would like to propose extending the current program for an additional 48 months with firm pricing under the same terms and conditions that exist today. City of Beachwood has been a loyal customer for quite some time and we truly value the opportunity to extend the relationship for another term. When you have a moment please let me know what our next step is and what else you may need from me to execute the Renewal Agreement.

Kind Regards,

Shaun Camp | Service Supervisor
Cintas Corporation
office 440-352-4003 | fax 440-354-6588
800 Renaissance Pkwy | Painesville, Ohio 44077
camps@cintas.com | cintas.com



City of Beachwood Items and Pricing

Material	Show descriptions for agreements	Frequency	Amount
X340	COTTON WORK PANTS	WEEKLY	\$ 0.328
X84020	3X10 BLUE MAT	EOW	\$ 3.920
X2477	3X5 SCRAPER MAT	EOW	\$ 1.960
BA0200S	WHITE/ NAVY/ WHITE* NAME EMBLEM	AS NEEDED	\$ -
X865	PLEATED PANT	WEEKLY	\$ 0.272
X395	WOMENS PANT CATHY	WEEKLY	\$ 0.270
X2160	SM SHOP TWL-RED	EOW	\$ 0.080
X02	UA GARMENT PROTECTION	WEEKLY	\$ 0.015
X5480	3X5 PHOTO WATER MAT	EOW	\$ 4.000
D10C44	CITY OF BEACHWOOD* DIRECT EMBROIDERY EXEC SHIRTS	AS NEEDED	\$ -
LXXXXXS	LXXXX* CUSTOM COMPANY EMBLEM	AS NEEDED	\$ -
X330	COTTON WORK SHIRT	WEEKLY	\$ 0.199
BD0200S	WHITE/ NAVY/ WHITE* STANDARD COMPANY EMBLEM	AS NEEDED	\$ -
X828	OXFORD BTN DOWN	WEEKLY	\$ 0.262
X84035	3X10 BLACK MAT	EOW	\$ 3.920
X945	COMFORT PANT	WEEKLY	\$ 0.267
X374	CINTAS OXFORD	WEEKLY	\$ 0.262
X84435	4X6 BLACK MAT	EOW	\$ 5.330

INTRODUCED BY:

ORDINANCE NO. 2018-83

AN ORDINANCE ACCEPTING A CERTAIN BID FROM J. D. STRIPING & SERVICES, INC. FOR PAINT STRIPING AND PAVEMENT MARKINGS OF VARIOUS STREETS AND ROADS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, three (3) bids were received by the Clerk on March 30, 2018, for Paint Striping and Pavement Markings of Various Streets and Roads, pursuant to advertisement for competitive bidding as required by law; and

WHEREAS, the bid of J. D. Striping & Services Inc., in an amount not to exceed One Hundred Thousand Dollars and No/Cents (\$100,000.00) which includes a contingency of Fifteen Thousand Dollars and No/Cents (\$15,000.00) was the lowest and best bid received; and

WHEREAS, the Service Director has recommended that Council accept the bid of J.D. Striping, as indicated in his Memorandum to the Mayor, dated April 3, 2018, a copy of which is attached hereto and made a part hereof.

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

Section 1: Based upon the recommendation of the Service Director, the bid of J. D. Striping & Services Inc., is found to be the lowest and best bid received for Paint Striping and Pavement Markings of Various Streets and Roads, in an amount not to exceed One Hundred Thousand Dollars and No/Cents (\$100,000.00) which includes a contingency of Fifteen Thousand Dollars and No/Cents (\$15,000.00), and the Mayor is authorized to enter into a contract on behalf of the City of Beachwood with said company.

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

Section 3: This Ordinance is hereby declared an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation 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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018, and filed it with the Clerk.

Mayor

**BEACHWOOD SERVICE DEPARTMENT
INTER-OFFICE MEMORANDUM**

TO: Mayor Horwitz

FR: Dale Pekarek, Service Director

DHP

DT: Tuesday, April 3rd, 2018

RE: Council Agenda Item (Street Striping)

Mayor,

Attached for your review are the bids for the 2018 street striping program which includes the re-striping of the Chagrin Bridge over I-271 to 5 lanes. JD Striping & Services Inc. were the low bidder at a cost of \$100,000.00 including a \$15,000.00 contingency.

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

APPROVED

SIGNATURE

Math 15/18

DATE

4/4/18

Attach

DHP/br

CITY OF BEACHWOOD
PAINT STRIPING & PAVEMENT MARKINGS OF VARIOUS STREETS &
ROADS

BID SHEET #1

JD Striping & Services, Inc.

NAME OF COMPANY SUBMITTING
BID

James D. Whitaker, Jr.

SALES PERSON

438 Beecher St.

ADDRESS Ravenna OH 44126

330-296-7151

PHONE NUMBER

CONTINGENCY ALLOWANCE

\$15,000.00

TOTAL SPRING LUMP SUM

\$ 85,000.00

TOTAL AMOUNT INCLUDING
CONTINGENCY

\$ 100,000.00

List below any and all exceptions to the specifications.

Line Removal
will be water blasting

PAINT STRIPING & PAVEMENT MARKINGS OF VARIOUS STREETS
AND ROADS

BID SHEET # 2

B. MARKINGS:

1. STOP LINE 24"	<u>160</u>	LINEAR FT.
2. CROSS WALK 12'	<u>140</u>	LINEAR FT.
3. "ONLY" 96"	<u>35.00</u>	LINEAR FT.
4. RIGHT OR LEFT TURN ARROW FEDERAL SPEC.	<u>28.00</u>	EACH
5. STRAIGHT ARROW FEDERAL SPEC.	<u>28.00</u>	EACH
6. COMBINED ARROW FEDERAL SPEC.	<u>30.00</u>	EACH
7. WHITE & YELLOW BROAD TRANSVERSE LINES 24" WIDE	<u>140</u>	LINEAR FT.
8. ISLAND MARKINGS	<u>140</u>	LINEAR FT.
9. BULLNOSE	<u>100.00</u>	EACH
10. SCHOOL ZONE MARKINGS	<u>175.00</u>	EACH

PERSON OPENING BIDS: Whitney M. Crook, Clerk of Council

BIDDER NAME

BID BOND
*(Properly Executed
& Signed)*

NON-COLLUSION
AFFIDAVIT
(Properly Executed)

BID AMOUNT

Due to Mark here.

\$ 37,000.00

Confidential

✓

\$10,000.00

Althaus

\$105,000.00

\$



NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in and executed by the vendor. If the contract is made by a Corporation, then it shall be executed by its Chief Executive Officer; if by a Partnership or LLC, by its Managing General Partner or Managing Member.

STATE OF Ohio)
) SS
COUNTY OF Portage

James D. Wimmer, President, J.D. Wimmer & Service being first duly sworn, deposes and says that James D. Wimmer residing at 3291 Hemlock Rd. Ravenna, OH 44129 (is)(are) the only person(s) interested with (him) (them) in the delivery of the materials or the services performed under this contract; that the said contract is on (his) (their) part in all respects fair and without collusion or fraud; and also that no head of any department or any employee therein; or any officer of the CITY OF BEACHWOOD, OHIO has any direct or indirect interest therein.

Signature: James D. Wimmer

Sworn to and subscribed in my presence this 23 day of March, 2018.

(Notary Seal)

Nicole Weideman
Notary Public

NICOLE WEIDEMAN
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 6/30/2019

INTRODUCED BY:

ORDINANCE NO. 2018-84

AN ORDINANCE DECREASING THE CONTINGENCY FUND FOR FIRE STATION #2 BY SIXTY FIVE THOUSAND DOLLARS AND NO/CENTS (\$65,000.00); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, on March 20, 2017, Council passed Ordinance No. 2017-52 in which it awarded Infinity Construction the General Contractor agreement for construction of Fire Station #2, and

WHEREAS, the total amount of the construction contract awarded under Ordinance No. 2017-52 was Nine Million Seven Hundred Ninety Eight Thousand Dollars and No/Cents (\$9,798,000.00) which included Two Hundred Fifty Thousand Dollars and No/Cents (\$250,000.00) as a Contingency Fund for the use by the City in the event of overages; and

WHEREAS, on August 14, 2017, Council passed Ordinance No. 2017-110, in which it further increased the Contingency Fund for Fire Station #2, by Two Hundred Fifty Thousand Dollars and No/Cents (\$250,000.00); and

WHEREAS, Council has been advised that the full amount of the Contingency Fund will not be needed for the Infinity contract; and

WHEREAS, an amendment to the City's contract with the project architect, Lemay Erickson Willcox Architects would entail a cost of Sixty Five Thousand Dollars and No/Cents (\$65,000.00); and

WHEREAS, Council now desires to decrease the Fire Station #2 Contingency Fund by Sixty Five Thousand Dollars and No/Cents (\$65,000.00).

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 decreases the Contingency Fund for the construction of Fire Station #2 by Sixty Five Thousand Dollars and No/Cents (\$65,000.00) which sum shall continue to be appropriated within the City's Capital Projects Fund.

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

Section 3: This Ordinance is hereby declared to be an urgent measure immediately necessary for the public peace, health, safety and the efficient operation of the City; and for the further reason that it is necessary to adopt this ordinance and provide the foregoing construction services for the City at the earliest time to provide necessary City services and to facilitate the implementation of the Fire Station #2.

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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018, and filed it with the Clerk.

Mayor

INTRODUCED BY:

ORDINANCE NO. 2018-85

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CITY'S CONTRACT WITH LEMAY ERICKSON WILLCOX ARCHITECTS FOR DESIGN SERVICES FOR FIRE STATION NUMBER TWO

WHEREAS, following an extensive process, Council in Ordinance No. 2015-37 authorized the Mayor, pursuant to Beachwood Codified Ordinance 169.02, to enter into a contract with LeMay Erickson Willcox Architects to provide design services for the Fire Station #2 project, based upon the firm's qualifications and experience; and

WHEREAS, in June 2016, LeMay Erickson Willcox Architects sent a letter to the City indicating that it was shifting Sixty Five Thousand Dollars and No/Cents (\$65,000.00) out of the Construction Administration phase of the contract to cover the costs of additional design work and that if construction were commenced, an amendment to the underlying contract would be executed in order to replenish the compensation for Construction Administration phase services, which letter was signed by the City's Mayor as an indication of City consent; and

WHEREAS, given that construction has commenced and the funds available under the reduced Construction Administration phase of the Architectural Services contract have been depleted, an amendment to the contract is needed and warranted.

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

Section 1: The Mayor is hereby authorized and directed to execute an amendment to the City's contract with LeMay Erickson Willcox Architects in the amount of Sixty Five Thousand Dollars (\$65,000.00), to be available for Construction Administration phase services, substantially in accordance with the amendment attached 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 Ordinance is hereby declared to be an urgent measure immediately necessary for the public peace, health, safety and the efficient operation of the City; and for the further reason that it is necessary to adopt this ordinance and provide for the seamless continuation of the foregoing architectural services at the earliest time in order to facilitate completion of the Fire Station #2 project, to provide necessary City services and to facilitate the implementation of the City's Master Plan.

ORDINANCE NO. 2018-85

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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018, and filed it with the Clerk.

Mayor

AMENDMENT NUMBER 1

to the AIA B101 Standard Form of Agreement Between Owner and Architect (Agreement) between the City of Beachwood, Ohio and LeMay Erickson Willcox Architects P.C. (Consultant) dated February 2, 2015 for Architectural Design Services related to the Beachwood Fire Station No. 2 project.

1. Scope of Services:

The Agreement between the City of Beachwood and LeMay Erickson Willcox Architects P.C. shall be amended in accordance with the attached Letter Agreement dated June 27, 2016 (referred to as MOU #1). As referenced in the Letter Agreement, compensation for additional design services related to an alternative concept plan was deducted from the Construction Administration phase fees with the understanding that the Construction Administration phase services and fees would be fully funded and adjusted accordingly at a later date via an amendment. In accordance with the intent of the Letter Agreement, this Amendment provides additional funding for Construction Administration services.

2. Compensation: \$65,000 (per attached Letter Agreement, dated June 27, 2016.)

3. Hourly billing rates: Per current contract rates.

4. Attachments: Letter Agreement, dated June 27, 2016

5. Signatures:

The Owner agrees to pay the described fees and applicable reimbursable expenses related to these services. This Amendment entered into as of April 10, 2018.

OWNER

ARCHITECT

By: _____
for City of Beachwood, Ohio

By: _____
Paul R. Erickson AIA, President
for LeMay Erickson Willcox Architects, P.C.

INTRODUCED BY:

RESOLUTION NO. 2018-1

A RESOLUTION AUTHORIZING THE CITY OF BEACHWOOD, OHIO TO PARTICIPATE IN THE GENERAL SERVICES ADMINISTRATION COOPERATIVE PURCHASING PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Finance Director requests that the City participate in the General Services Administration (GSA), a national Cooperative Purchasing Program, which allows state, local, and tribal agencies to purchase information technology, security and law enforcement products and services from prescreened vendors, at beneficial costs due to national buying power.

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

Section 1: Based upon the recommendation of the Finance Director, the Mayor is hereby authorized and directed to participate in the GSA Cooperative Purchasing Program to purchase information technology, security and law enforcement products and services that have been competitively bid under the GSA Cooperative Purchasing Program guidelines.

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

Section 3: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare or the efficient operation 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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018, and filed it with the Clerk.

Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE A NEW IP-BASED FIRE ALERTING SYSTEM FOR THE CITY OF BEACHWOOD DISPATCH CENTER FROM B&C COMMUNICATIONS AND WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council, by prior legislation, authorized the Mayor to enter into purchase orders with suppliers of products and/or services from a list prepared by the State of Ohio, after the State received competitive bid contracts with such suppliers in accordance with the State laws permitting its political subdivisions to also take advantage of the lower costs than municipalities would otherwise experience; and

WHEREAS, the Chief of Police has requested permission to purchase a new IP-Based Fire Alerting System, as authorized by the National Association of State Procurement Officials, and as reflected on the attached Memorandum to the Mayor dated April 4, 2018. The State has already completed competitive bidding requirements for these items.

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

Section 1: Based upon the recommendation of the Chief of Police, as set forth in his memorandum dated April 4, 2018, a copy of which is attached hereto and made a part hereof, the Mayor is hereby authorized and directed to purchase a new IP-Based Fire Alerting System for the City of Beachwood Dispatch Center from B&C Communications in an amount not to exceed Fifty Thousand Eight Hundred Eighty Five Dollars and Twenty Cents (\$50,885.20) which also includes installation. Because the State has already completed competitive bidding requirements for these items, the Council waives its requirement for competitive bidding.

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

Section 3: This ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City.

WHEREFORE, this Ordinance 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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018, and filed it with the Clerk.

Mayor

City of **Beachwood**
INTEROFFICE MEMORANDUM

TO: Mayor Martin Horwitz

FROM: Chief Gary Haba *gph 4/4/18*

DATE: 04 April 2018

SUBJECT: New Fire Alerting System

As discussed in a meeting with Chief Kearns, the fire department alerting system we currently used is many years old, is run on a wired system, and replacement parts are no longer manufactured. An IP-based system is the current technology and is used by almost all, if not all, nearby departments including the Pepper Pike Fire Department. Upgrading to an IP-based system would also allow for further expansion to other fire departments if needed.

Attached is a quote for all of the equipment, licenses and software to complete the upgrade from B & C Communications, who we have contracted with for radio and related work. The scope of work is attached as well. This purchase will be made with funds designated for the dispatch center and Mr. Heiser is aware of the pending purchase. I spoke to Councilman Berns who does not feel that this item needs to be discussed at a committee meeting.

I respectfully request that this upgrade be approved and placed on the next available council agenda.

Please contact me with any questions or concerns.

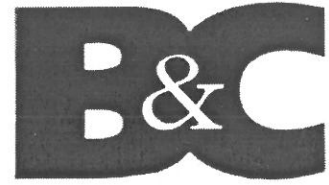
APPROVED

SIGNATURE

Martin Horwitz

DATE

4/4/18

**COMMUNICATIONS**

5321 Commerce Parkway West
Parma, Ohio 44130
(216) 362-8104 / (800) 645-9924
Fax: (216) 362-8116
Cell: (216) 469-4737
Dale Kurcsak

Proposal For:

Beachwood FD IPFSA

NASPO National Contract # 06913
National Assoc of State Procurement Officials
NASPO.ORG

3/15/2018

Item	Model	Description	Qty	Unit Price	Total
	901-9653	IP Station Unit M6203 (3 ApparatusColumns	2	6,034.50	12,069.00
	ST 1&2	1 Station Column)			
		When used with a M26, use of the RS-232			
		port for a "rip and run" printer is not supported			
	950-0840	VoIP Intercom (enables VoIP dispatcher	2	1,808.10	3,616.20
		announcements)			
	905-0461	IP FSA Console Bundle Includes PC	4	3,086.10	12,344.40
		pre-loaded with Console software and license.			
	905-0465	IP FSA Server Super Bundle, VoIP-Ready	1	16,680.60	16,680.60
		Includes PC fully-loaded with all required			
		FSA and VoIP Server components.			
		Monitors- Sourced by Customer			
	Trade-in	Trade-in (3) Model 26, (2) Model 6	1	-2,000.00	-2,000.00
	LABOR	See Tab Below for System Config and SOW			

This information is confidential. The information is intended only for the use of the recipient. You are hereby notified that any disclosure, copying, distributing, or faxing of any action in reliance on the contents of this transmission is prohibited.

Subtotal	\$42,710.20
Labor, Install	\$8,000.00
Test	incl
Tax	exempt
Freight	\$175.00
TOTAL	\$50,885.20

Valid Pricing 30 Days
Submitted By: Dale Kurcsak

INTRODUCED BY:

ORDINANCE NO. 2018-87

AN ORDINANCE ACCEPTING A QUOTATION FROM B&C COMMUNICATIONS FOR THE PURCHASE OF RADIO BACK HAUL EQUIPMENT FOR THE CITY OF BEACHWOOD DISPATCH CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City received a quotation from B&C Communications for the purchase and installation of radio back haul equipment in the City of Beachwood Dispatch Center; and

WHEREAS, the Chief of Police has requested permission to purchase radio back haul equipment as reflected on the attached Memorandum to the Mayor dated April 4, 2018.

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

Section 1: Based upon the recommendation of the Chief of Police, as set forth in his Memorandum dated April 4, 2018 a copy of which is attached hereto and made a part hereof, the Mayor is hereby authorized and directed to accept the above quotation of B&C Communications for the purchase and installation of radio back haul equipment for the City of Beachwood Dispatch Center.

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

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation 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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018, and filed it with the Clerk.

Mayor

City of **Beachwood**
INTEROFFICE MEMORANDUM

TO: Mayor Martin Horwitz
FROM: Chief Gary Haba *GH* #2437
DATE: 04 April 2018
SUBJECT: Radio Back Haul

Radio back haul equipment is necessary for the connectivity between city hall and the new safety center. Attached is a quote and scope of work from B & C Communications, who we have contracted with for the radio installation and set-up. The equipment includes switches and related hardware.

This was a planned expense and was included in the budget for the new dispatch center. Mr. Heiser is aware of and has approved of the purchase. Councilman Berns was contacted and did not feel that a committee meeting was needed to discuss this purchase.

I respectfully recommend that the purchase be made for the needed equipment and installation in the amount of \$12,943.93 per the attached quote, and that this item be included on the next available council agenda.

Please contact me with any questions or concerns.

APPROVED

SIGNATURE *Martin Horwitz*

DATE *4/4/18*



Proposal For: Beachwood PD

3/15/2018

Subtotal	\$12,915.93
Labor, Install	See Above
Test	incl
Tax	exempt
Freight	\$28.00
TOTAL	\$12,943.93

Valid Pricing 30 Days
Submitted By: Dale Kurcsak

Communications Back Haul Scope of Work

This scope of work (SOW) covers the installation of new equipment, the upgrade and relocation of existing equipment required to provide network communication paths between sites utilized by the City of Beachwood. These sites are part of the City of Beachwood's radio communication system. The work performed under this SOW, will provide connectivity for the radio system and the new Motorola MCC-7500 radio console. The communication paths will be routed via the City of Beachwood's Ethernet network.

This scope of work does not cover the communications paths required between the new Motorola MCC-7500 and the Ohio MARCS zone core.

- Network connectivity – The City of Beachwood will supply network information as required for the interface of existing and new equipment. The City will also provide the required network connections at each site.
- New equipment installation – B&C Communications will program and install (1) one new TC Communications Jumbo Switch, with a 4-wire interface card, at the new Police Dispatch Center. The TC Communications equipment will be interfaced to the City network via city provided ports. One (1) Ethernet port is required. The equipment will be installed in one of Motorola MCC-7500 equipment racks.
- Embassy Suites Tower Site – B&C Communications will add the required license keys to activate 4-wire ports 3 & 4 on the existing TC Communications Jumbo switch at this site. B&C Communications will also program channels 3 & 4 as required for back haul of site communications to the new radio console. This upgrade will not require any new network connectivity by the City of Beachwood.
- City Hall Police Equipment Room - B&C Communications will add the required license keys to activate 4-wire ports 2, 3 & 4 on the existing TC Communications Jumbo switch at this site. B&C Communications will also program channels 2, 3 & 4 as required for back haul of site communications to the new radio console. This upgrade will not require any new network connectivity by the City of Beachwood.

The existing TC Communications 2-wire Jumbo switch at this site, currently connected to the Zetron FSA, will be repurposed for use with the new MCC-7500 radio console. B&C Communications will reconfigure this unit as required, for back haul of site communications. The reconfiguration will not require any new network connectivity by the city of Beachwood.

Communications Back Haul Scope of Work

- Existing Fire Station Two Equipment – The existing TC Communications 2-wire and 4-wire Jumbo switches, currently connected to the Zetron FSA system, will be repurposed for use at the new Police Dispatch Center. The units will be removed and reinstalled, by B&C Communications, at the new center. The equipment will be installed in one of the Motorola MCC-7500 equipment racks. B&C Communications will reprogram the units as required for back haul of site communications. The installation of this unit will require the City of Beachwood to provide two (2) network connections.
- Existing Fire Station One Equipment – The existing TC Communications 2-wire and 4-wire Jumbo switches, currently connected to the Zetron FSA system, will be repurposed for communications back haul use. The units will be reconfigured by B&C Communications as required for back haul of site communications. The reconfiguration will not require any new network connectivity by the city of Beachwood.
- System Testing – All new communications paths will be tested end to end and optimized as required.

INTRODUCED BY:

ORDINANCE NO. 2018-88

AN ORDINANCE ACCEPTING A QUOTATION FROM NETWORK DYNAMICS, INC. FOR SWITCHES AND RELATED TECHNOLOGY EQUIPMENT FOR THE CITY OF BEACHWOOD DISPATCH CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, three (3) quotations were received by the City for switches and related technology equipment for the City of Beachwood Dispatch Center; and

WHEREAS, the quotation from Network Dynamics, Inc. in an amount not to exceed Thirty One Thousand Three Hundred Three Dollars and No/Cents (\$31,303.00) was the lowest and best quote received; and

WHEREAS, the Chief of Police has requested permission to purchase switches and related technology equipment as reflected on the attached Memorandum to the Mayor dated April 4, 2018.

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

Section 1: Based upon the recommendation of the Chief of Police, the quote from Network Dynamics, Inc., is found to be the lowest and best quote received in an amount not to exceed Thirty One Thousand Three Hundred Three Dollars and No/Cents (\$31,303.00), and the Mayor is hereby authorized and directed to accept the above quotation from Network Dynamics, Inc. for the purchase and installation of switches and related technology equipment for the City of Beachwood Dispatch Center.

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

Section 3: This Ordinance is hereby declared an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City.

WHEREFORE, this Ordinance 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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018, and filed it with the Clerk.

Mayor

City of **Beachwood**
INTEROFFICE MEMORANDUM

TO: Mayor Martin Horwitz

FROM: Chief Gary Haba *gah* *2637

DATE: 04 April 2018

SUBJECT: Switches for Dispatch Center

Switches and associated equipment are needed for the new dispatch center and Mr. Kaufman has researched the products. Attached are three quotes from Network Dynamics, SHI International, and CDW. Mr. Kaufman has recommended Network Dynamics, Inc. for the purchase due not only to the most advantageous pricing, but also for the support they include with the equipment.

I respectfully recommend that the purchase from Network Dynamics, Inc. be made for the needed equipment in the amount of \$31,303.00 per the attached quote, and that this item be placed on the next available council agenda. The purchase of these items was included in the budget for the dispatch center and is required for performance of the technology systems. Mr. Heiser is aware of and has approved of the purchase. Councilman Berns was contacted and did not feel that a committee meeting was needed to discuss this purchase.

Please contact me with any questions or concerns.

APPROVED

SIGNATURE

DATE

Martin Horwitz
4/4/18



Price Quotation

BILL KIRCHNER
NETWORK DYNAMICS, INC.
4511 BROOKPARK RD,0
CLEVELAND, OH-44134
UNITED STATES
Ph no: +1 216-351-1100

Craig Kaufman
City of Beachwood
25325 Fairmont Blvd
Beachwood, Ohio 44122
UNITED STATES
Ph no: 216-595-3711

Date: 22-Mar-2018

Estimate ID: 218-0322-3
Deal ID: NA

All prices are shown in USD

Part Number	Description	Service Duration (Months)	Lead Time (Days)	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price
WS-C2960X-24PD-L	Catalyst 2960-X 24 Gige PoE 370W, 2 x 10G SFP+, LAN Base	---	14	4,595.00	1	2,205.60	52.00	2,205.60
CON-SSSNT-WSC604DL	SOLN SUPP 8X5XNBD Catalyst 2960-X 24 Gige PoE 370W 2 x 10G	12	N/A	355.00	1	291.10	18.00	291.10
CAB-16AWG-AC	AC Power cord, 16AWG	---	14	0.00	1	0.00	0.00	0.00
WS-C2960X-48FPD-L	Catalyst 2960-X 48 Gige PoE 740W, 2 x 10G SFP+, LAN Base	---	10	7,995.00	5	3,837.60	52.00	19,188.00
CON-SSSNT-WSC296XL	SOLN SUPP 8X5XNBD Catalyst 2960-X 48 Gige PoE 740W 2 x 10G	12	N/A	620.00	5	508.40	18.00	2,542.00
CAB-16AWG-AC	AC Power cord, 16AWG	---	14	0.00	5	0.00	0.00	0.00
CAB-FIB-SM-3M-STLC	3 Meter Single Mode Fiber - ST to LC Mini	---	14	0.00	9	15.00	0.00	135.00
CAB-FIB-MM-3M-STLC	3 Meter Multimode Fiber - ST to LC Mini	---	14	0.00	9	15.00	0.00	135.00
SFP-10G-SR-AX	10GB SFP MM transceiver module. LC DOM	---	14	377.00	6	263.90	30.00	1,583.40
SFP-10G-LR-AX	10GB SFP SM transceiver module. LC DOM	---	14	569.00	6	398.30	30.00	2,389.80

Valid through:
FOB Point: None

Notes

Product Total 28,469.90
Service Total : 2,833.10
Subscription Total 0.00
Total Price: 31,303.00

Signed: _____



Pricing Proposal
Quotation #: 15084599
Created On: 3/27/2018
Valid Until: 3/30/2018

CITY OF BEACHWOOD

Craig Kaufman

25325 Fairmount Blvd
Beachwood, OH 44122
United States
Phone: (216) 464-1070
Fax:
Email: esupport@beachwoodohio.com

Inside Account Executive

John Mercurio

290 Davidson Ave
Somerset, NJ 08873
Phone: 800-477-6479
Fax: 800-477-6479
Email: john_mercurio@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Cisco Catalyst 2960X-24PD-L - Switch - managed - 24 x 10/100/1000 (PoE+) + 2 x 10 Gigabit SFP+ - desktop, rack-mountable - PoE+ (370 W) Cisco Systems - Part#: WS-C2960X-24PD-L	1	\$2,156.90	\$2,156.90
2 Cisco Catalyst 2960X-48FPD-L - Switch - managed - 48 x 10/100/1000 (PoE+) + 2 x 10 Gigabit SFP+ - desktop, rack-mountable - PoE+ (740 W) Cisco Systems - Part#: WS-C2960X-48FPD-L	5	\$3,752.80	\$18,764.00
3 Cisco - SFP+ transceiver module - 10 GigE - 10GBase-SR - LC/PC multi-mode - up to 300 m - 850 nm - for Catalyst Switch Module 3012, Switch Module 3110G, Switch Module 3110X; Nexus 5010 Cisco Systems - Part#: SFP-10G-SR=	6	\$588.90	\$3,533.40
4 Cisco - SFP+ transceiver module - 10 GigE - 10GBase-LR - LC/PC single-mode - up to 10 km - 1310 nm - for Catalyst Switch Module 3012, Switch Module 3110G, Switch Module 3110X; Nexus 5010 Cisco Systems - Part#: SFP-10G-LR=	6	\$2,364.40	\$14,186.40
Shipping			\$0.00
Total			\$38,640.70

Additional Optional Items

Axiom Cisco SFP-10G-SR= Compatible - SFP+ transceiver module (equivalent to: Cisco SFP-10G-SR) - 10 GigE - 10GBase-SR - LC multi-mode - up to 300 m - 850 nm - for P/N: A9K-16T/8-B=, WS-C4948E-F, WS-X45-SUP7L-E, WS-X45-SUP7L-E/2, WS-X45-SUP7L-E=	6	\$272.30	\$1,633.80
Axiom Memory Solutions - Part#: SFP-10G-SR-AX			
Axiom Cisco SFP-10G-LR= Compatible - SFP+ transceiver module (equivalent to: Cisco SFP-10G-LR) - 10GBase-LR - TAA - for P/N: A9K-16T/8-B=, WS-C4948E-F, WS-X45-SUP7L-E, WS-X45-SUP7L-E/2, WS-X45-SUP7L-E=	6	\$377.80	\$2,266.80
Axiom Memory Solutions - Part#: SFP-10G-LR-AX			

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Shopping Cart

800.808.4

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Add Item to Cart

Enter CDW #

Item	Availability	Price	Quantity	Item Total	
 Cisco Catalyst 2960X-24PD-L 24-Port Gigabit Ethernet Switch MFG Part: WS-C2960X-24PD-L CDW Part: 3060015 UNSPSC: 43222612	2-4 days Orders placed today will ship within 2-4 days	\$4,595.00 \$2,606.46 Advertised Price		\$2,606.46	X
- Top Recommendations					
 Cisco SMARTnet Solution Support - extended service agreement MFG Part: CON-SSSNT-WSC604DL CDW Part: 4958541 UNSPSC: 81111812	In Stock	\$355.10 Advertised Price		\$355.10	X
+ Top Recommendations					
 Cisco Catalyst 2960X-48FPD-L 48-Port Gigabit Ethernet Switch MFG Part: WS-C2960X-48FPD-L CDW Part: 3063408 UNSPSC: 43222612	In Stock Ships today if ordered within 2 hrs 55 mins	\$7,995.00 \$4,535.62 Advertised Price		\$27,213.72	X
+ Top Recommendations					
 Cisco SMARTnet Solution Support - extended service agreement MFG Part: CON-SSSNT-WSC296XL CDW Part: 4807506 UNSPSC: 81111812	In Stock	\$620.44 Advertised Price		\$3,722.64	X
+ Top Recommendations					
 Axiom Cisco SFP-10G-SR= Compatible - SFP+ transceiver module - 10 Gige MFG Part: SFP-10G-SR-AX CDW Part: 2533627 UNSPSC: 43201553	In Stock Ships today if ordered within 2 hrs 55 mins	\$377.00 \$319.19 Advertised Price		\$3,830.28	X
+ Top Recommendations					

Order Summary

Subtotal: **\$37.72**

Tax and Shipping calculated at che

Lease Option Pricing 1
\$1020.95 / Month

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INTRODUCED BY:

RESOLUTION NO. 2018-2

A RESOLUTION AUTHORIZING THE CITY OF BEACHWOOD, OHIO TO PARTICIPATE IN THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS COOPERATIVE PURCHASING PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Finance Director requests that the City participate in the National Association of State Procurement Officials (NASPO), which is a national Cooperative Purchasing Agency.

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

Section 1: Based upon the recommendation of the Finance Director, the Mayor is hereby authorized and directed to execute such document and take such action as necessary to participate in the NASPO Cooperative Purchasing Program to purchase products and services that have been competitively bid under the NASPO Cooperative Purchasing Program guidelines.

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

Section 3: This ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation 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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018, and filed it with the Clerk.

Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE NEW DISPATCH CONSOLES FOR THE CITY OF BEACHWOOD DISPATCH CENTER FROM RUSS BASSETT CORPORATION AND WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council, by prior legislation, authorized the Mayor to enter into purchase orders with suppliers of products and/or services from a list prepared by the General Services Administration (GSA), after GSA received competitive bid contracts with such suppliers in accordance with the laws permitting political subdivisions to take advantage of lower costs than municipalities would otherwise experience; and

WHEREAS, the Chief of Police has requested permission to purchase new dispatch consoles, as authorized by GSA, and as reflected on the attached Memorandum to the Mayor dated April 4, 2018. Competitive bidding requirements have been completed for these items.

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

Section 1: Based upon the recommendation of the Chief of Police, as set forth in his memorandum dated April 4, 2018, a copy of which is attached hereto and made a part hereof, the Mayor is hereby authorized and directed to purchase new dispatch consoles for the City of Beachwood Dispatch Center from Russ Bassett Corporation in an amount not to exceed Sixty Nine Thousand Eight Hundred Thirty Eight Dollars and Thirty Two Cents (\$69,838.32) which also includes installation. Because competitive bidding requirements have been completed for these items, the Council waives its requirement for competitive bidding.

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

Section 3: This ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City.

WHEREFORE, this Ordinance 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 16th day of April, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of April, 2018.

Clerk

Approval: I have approved this legislation this 17th day of April, 2018, and filed it with the Clerk.

Mayor

Whitney Crook

From: Martin S. Horwitz
Sent: Thursday, April 05, 2018 1:59 PM
To: Venita Barham
Cc: Tina Turick; Whitney Crook
Subject: RE: Agenda Request - Dispatch Consoles (Revised)

Approved.

Martin

From: Venita Barham
Sent: Thursday, April 5, 2018 1:56 PM
To: Martin S. Horwitz
Cc: Tina Turick; Whitney Crook
Subject: Agenda Request - Dispatch Consoles (Revised)

Dear Mayor Horwitz,

On behalf of Chief Haba, please accept the revised paperwork and quote for purchasing the display consoles required for the new dispatch center. The quote submitted previously included sales tax. Respectively, I am requesting approval of the new total of \$69,838.32, excluding sales tax.

Thanking you in advance for your consideration to this matter.

City of **Beachwood**
INTEROFFICE MEMORANDUM

TO: Mayor Martin Horwitz
FROM: Chief Gary Haba  CH37
DATE: 04 April 2018
SUBJECT: Dispatch Consoles

Dispatch consoles and associated equipment are required for the new dispatch center. Several vendors provided sample products and they were evaluated by our team. Russ Bassett Corporation was clearly the desired option. Please see the attached quote from Russ Bassett Corporation.

I respectfully recommend that the purchase from Russ Bassett Corporation be made for the needed equipment in the amount of \$69,838.32 (GSA pricing) per the attached quote which includes installation, and that this item be placed on the next available council agenda. The purchase of these items was included in the budget for the dispatch center and is actually substantially lower than the budgeted amount for these items. Mr. Heiser is aware of and has approved of the purchase. Councilman Berns was contacted and did not feel that a committee meeting was needed to discuss this purchase.

Please contact me with any questions or concerns.

Quotation

PROJECT #: **DC-11231-01** Option: 2
 REVISION: C
 PROJECT NAME: Beachwood Regional Dispatch Center

QUOTE DATE: 4/4/2018
 EXPIRATION DATE: 10/1/2018

End User: **Beachwood Regional Dispatch Center**
 CONTACT: Gary Haba
 ADDRESS: 3777 Richmond
 Beachwood, OH
 PHONE: 216-464-1234
 FAX:
 EMAIL:

rusbassett
 8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
 www.rusbassett.com

DESIENCE SALES EXECUTIVE: **Shannon Piwinski**
 ADDRESS: 248 Sandstone Ridge Way
 Berea, OH 44017
 PHONE: (216) 701-0430
 EMAIL: spiwinski@rusbassett.com
 PROJECT COORDINATOR: **Ashley Garcia**
 PHONE: (562) 945-2445 xt 3399
 FAX: (562) 698-8972
 EMAIL: agarcia@rusbassett.com

QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENDED
AREA: 1			AREA 1 TOTAL: \$	58,248.32
CONSOLE # 1		Phase 1	CONSOLE 1 TOTAL: \$	58,248.32
4	DSS-372-LC	Large Corner Workstation-Sit-stand -18"H Slatwall	\$ 5,945.16	\$ 23,780.64
4	DSS-FD-LG-V	Vented Front Door For Large Sit-Stand	\$ 186.68	\$ 746.72
4	DSS-PED-16L-V	16" Wide 2 Dwr Pedestal for Large Sit-Stand-W/Vent	\$ 517.40	\$ 2,069.60
2	DSS-3718E-24	37Dx24W Extension - 18"H Slatwall	\$ 1,292.20	\$ 2,584.40
2	DSS-3718E-36	37Dx36W Extension - 18"H Slatwall	\$ 1,435.20	\$ 2,870.40
1	DSS-3718E-54	37Dx54W Extension - 18"H Slatwall	\$ 1,632.80	\$ 1,632.80
6	DES-SW-EP	End Panel for Slatwall	\$ 75.40	\$ 452.40
4	DSS-PES-A/H	Personal Environment System, Air/Heat	\$ 1,794.00	\$ 7,176.00
4	DES-CO-1P2U4D-RH	Convenience Outlet Plate, 1 Power Outlet, 2 USB Power, 4 Data Ports	\$ 169.00	\$ 676.00
4	DES-CO-1P2U4D-LH	Convenience Outlet Plate, 1 Power Outlet, 2 USB Power, 4 Data Ports	\$ 169.00	\$ 676.00
32	DAC-MA-01-SW-S	Fully Articulating Monitor Arm - Weight Range 5-16 lbs	\$ 234.00	\$ 7,488.00
4	DAC-LED-DA-SW	Dimmable LED Task Light - Double Arm	\$ 239.20	\$ 956.80
4	DES-BDTB-12	12 Port Data Termination Bracket - Universal	\$ 124.80	\$ 499.20
1	DES-RR-36-FS	36" Rotating Resource Center - Free Standing	\$ 2,340.00	\$ 2,340.00
32	DAC-CO-USB	USB Keystroke - Coupler	\$ 31.20	\$ 998.40
2	DSS-FDE-24-V	Vented Side Extension Front Door Kit - 24"W	\$ 174.72	\$ 349.44
2	DSS-FDE-36-V	Vented Side Extension Front Door Kit - 36"W	\$ 326.04	\$ 652.08
1	DSS-FDE-54-V	Vented Side Extension Front Door Kit - 54"W	\$ 361.92	\$ 361.92
4	DSS-SO-24-L	24"D Slide Out Shelf for Large Sit-Stand	\$ 198.64	\$ 794.56
4	DSS-SO-24-16P	24"D Slide Out Shelf for Large Sit-Stand w/16" Pedestal	\$ 177.84	\$ 711.36
1	DSS-37E-EPL	Left End Panel for DSS Extension - 37"D	\$ 215.80	\$ 215.80
1	DSS-37E-EPR	Right End Panel for DSS Extension - 37"D	\$ 215.80	\$ 215.80

Quotation

PROJECT #:	DC-11231-01	Option: 2
REVISION:	C	
PROJECT NAME:	Beachwood Regional Dispatch Center	



8189 Byron Road Whittier, CA 90606
Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENDED
-----	-------------	-------------	-------	----------

Product Dealer Net: \$ 58,248.32
Price does not include applicable sales tax
Delivery and Installation Services: \$ 11,590.00
Total Due \$ 69,838.32

Quotation

PROJECT #:	DC-11231-01	Option: 2
REVISION:	C	
PROJECT NAME:	Beachwood Regional Dispatch Center	

russe bassett
8189 Byron Road Whittier, CA 90606
Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

Drawings

Any drawing submitted to the Client under this Quotation must be signed-off as "approved for manufacture" and returned with applicable purchase order. Drawing REVISION level must match Quote REVISION level.

Delivery & Installation

A signed, completed delivery and installation checklist and purchase order is required to prevent any issues at time of delivery and installation. Any unique requirements encountered at time of delivery and installation not covered on the installation checklist will be invoiced at cost in addition to the charges quoted herein.

Russ Bassett ships your products using our "Safe Ship" program. The program simply states that we guarantee your products will arrive damage free anywhere in the 48 contiguous United States. If damage should occur, notify customer service and Russ Bassett will rush a replacement part or unit and pick up the damaged product.

Due to the custom nature of our products, Russ Bassett recommends using only Certified Russ Bassett Installers.

Purchase Order

Send to: Russ Bassett Corporation
Attn: Customer Service
8189 Byron Road
Whittier, CA 90606
Fax to: (562) 698-8972

Purchase orders must include the following information to process with Russ Bassett:
Sold to, Ship to, Order Date, Requested Delivery/Install Date, PO Number, Quantity, Full Model Numbers & Total.

All purchase orders must also accompany the following documents to be considered a complete order:
Signed drawing noting console and work surface colors and/or cabinet color, signed quotation, & installation checklist.

Quote is Valid for 90 days from date of issue; and, may only be extended in writing by Russ Bassett.

Payment Terms

Standard payment terms subject to approved credit.

90% due 30 days after shipment invoice date

10% due 30 days after final sign-off

Quotation

PROJECT #:	DC-11231-01	Option: 2
REVISION:	C	
PROJECT NAME:	Beachwood Regional Dispatch Center	

russett
8189 Byron Road Whittier, CA 90606
Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

Lead-time

For the products covered under this proposal is eight (8) to ten (10) weeks AAO (After Acceptance of Order).

Incomplete Purchase Orders may delay the ship date; actual date will be confirmed on written Order Acknowledgement.

Warranty

Russ Bassett Corporation warrants to the original customer that all Desience manufactured products as quoted or proposed will be free from defects in materials and workmanship for the following warranty period:

1. Limited Lifetime Warranty for Russ Bassett Corporation manufactured Desience products.
2. Limited Term Warranty for all Russ Bassett Corporation non-manufactured products or components that are added or integrated into a Russ Bassett Corporation manufactured product shall be warranted as outlined in the original manufacture's warranty.

If a Performance Bond is required for this project, the warranty covered by the Performance Bond is limited as follows: 'Notwithstanding anything stated in the contract, purchase order, or specifications, the bond only covers a 1 year parts and labor warranty. Any additional warranty will not be the responsibility of the Surety and will be the sole responsibility of Russ Bassett'.

Cancellation Policy

Any cancellation requests must be submitted in writing and approved by an officer of Russ Bassett. Upon acceptance of canceled order, a cancellation charge of 25% of the contract amount will be incurred over and above the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses also incurred by Russ Bassett.

Acceptance Signature

Authorized Signature

Print Name of Authorized Signature

Print Title

Print Company Name

P.O. Number

Date of Authorization