

BEACHWOOD CITY COUNCIL
LEGAL AND PERSONNEL COMMITTEE MEETING
AGENDA

MONDAY, NOVEMBER 12, 2018 6:00 P.M.

at **BEACHWOOD CITY HALL, CONFERENCE ROOM A,**
25325 Fairmount Boulevard, Beachwood, Ohio

Brian Linick
James Pasch
Justin Berns
Eric Synenberg

1. Mayor's Report.
2. Discussion regarding amendments to Schedule F – Recreation Department.
3. Discussion regarding Contract Renewals – GPD Group and Tactical Planning.
4. Any other matters coming before the Committee.

#

COMMUNITY SERVICES
INTERNAL MEMO

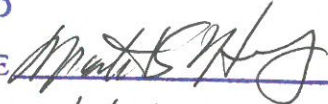
November 1, 2018

TO: Mayor Martin S. Horwitz
FROM: Karen A. Carmen
RE: Seasonal Salary Request

APPROVED

SIGNATURE

DATE



11/5/18

Minimum wage is increasing to \$8.55 in January 2019.

This increase directly impacts our salary ranges by narrowing the gap between new hires and experienced personnel.

We are requesting to increase the top ranges (caps) for the following positions:

CAMP POSTIONS

Camp Director(s)	Not to exceed \$25 per hour (limit 1 per camp) (was \$22.50)
Assistant Camp Director(s)	Not to exceed \$21.00 per hour (limit 2 per camp) (was \$19.00)
Camp Activities Leader(s)	Not to exceed \$19.00 per hour (was \$17.00)
Senior Camp Counselor(s)	Not to exceed \$19.00 per hour (was \$17.00)
Camp Counselor(s)	Not to exceed \$12.00 per hour (was \$10.00)
Nurse	Not to exceed \$35.00 per hour (New Position)

GENERAL PROGRAMS

Program/Building Supervisor(s) Not to exceed \$15.00 per hour
(was \$13.00)

Program Aide(s) Not to exceed \$12.00 per hour
(was \$10.00)

AQUATIC CENTER POSITIONS

Aquatic Center Manager Not to exceed \$25.00 per hour
(was \$22.50)

Asst. Aquatic Center Mgr. Not to exceed \$15.00 per hour
(was \$13.00)
Limit 3 (was 2)

Maintenance Lead Not to exceed \$15.00 per hour
(was \$13.00)

Learn-to-Swim Director Not to exceed \$13.00 per hour
(was \$11.00)

Head Lifeguard Not to exceed \$13.00 per hour
(was \$11.00)

Asst. Learn-to-Swim/Head Guard Not to exceed \$13.00 per hour
(was \$11.00)

WSI Certified Lifeguards Not to exceed \$13.00 per hour
(was \$11.00)

Lifeguard (Certified) Not to exceed \$12.00 per hour
(was \$10.00)

Aquatic Center Staff Not to exceed \$12.00 per hour
(was \$10.00)

We no longer maintain the fields, so we are suggesting eliminating the four Field Maintenance Crew positions.

We have not increased these position caps since 2014 and we are facing fierce competition from local fast food chains, Life Time Fitness and new retailers.

The majority of our summer work force are comprised of college students and we need to secure commitments in order to have proper coverage at the camps and aquatic center. We start receiving inquiries during Thanksgiving Break.

Please note: we need room within the ranges to be able to be competitive. The majority of our staff/rates are below the cap.

With your support, please place on the next Council agenda for approval.

Thank you.

SCHEDULE F
CITY OF BEACHWOOD - SEASONAL SALARIES RECREATION

JOB CLASSIFICATIONS	POSITION TITLE	SALARY/SESSION - RATE/HOUR
Camp Positions	Camp Director(s)	Not to exceed \$25.00 per hour (limit 1 per camp)
	Assistant Camp Director(s)	Not to exceed \$21.00 per hour (limit 2 per camp)
	Camp Activities Leader(s)	Not to exceed \$19.00 per hour
	Senior Camp Counselor(s)	Not to exceed \$19.00 per hour
	Camp Secretary/Administrative Assistant(s)	Not to exceed \$17.00 per hour (limit 1 per camp)
	Camp Counselor(s)	Not to exceed \$12.00 per hour
	Safety Town Director	Not to exceed \$25.00 per hour (limit 3 sessions)
	Nurse	Not to exceed \$35.00 per hour
General Programs	Program Director(s)	Not to exceed \$20.00 per hour (limit 1 per program)
	Assistant Program Director(s)	Not to exceed \$16.00 per hour (limit 2 per program)
	Program/Building Supervisor(s)	Not to exceed \$15.00 per hour
	Program Aide(s)	Not to exceed \$12.00 per hour
	Instructor(s)	Not to exceed \$27.00 per hour
	Interpreter(s)	Not to exceed \$27.00 per hour
Sports Official	Basketball/Soccer/Baseball	
	Umpire/Referee (Uncertified)	Not to exceed \$14.00 per hour
Aquatic Center Positions	Aquatic Center Manager	Not to exceed \$25.00 per hour (limit 1)
	Assistant Aquatic Center Manager	Not to exceed \$15.00 per hour (limit 3)
	Maintenance Lead	Not to exceed \$15.00 per hour (limit 1)
	Learn to Swim Director	Not to exceed \$13.00 per hour (limit 1)
	Head Lifeguard	Not to exceed \$13.00 per hour (limit 1)
	Asst. Learn to Swim Director/Asst. Head Guard	Not to exceed \$13.00 per hour
	WSI Certified Lifeguards	Not to exceed \$13.00 per hour
	Lifeguard (Certified)	Not to exceed \$12.00 per hour
	Aquatic Center Staff	Not to exceed \$12.00 per hour
	Private Lessons	\$6.00/lesson plus normal rate of pay
	Early Swim Rate	\$12.00 per hour for duty 6:00 - 8:30 a.m.

CITY OF *Beachwood*
INTEROFFICE MEMORANDUM

TO: Legal and Personnel Committee
James Pasch, Council Vice President and Committee Chair
Brian Linick, Council President
Eric Synenberg, Committee Member
Justin Berns, Committee Member

FROM: Martin S. Horwitz, Mayor 

DATE: November 5, 2018

SUBJECT: Legal and Personnel Committee – November 12, 2018

Attached for your review and information are copies of the following Professional Service Contract Proposal Requests:

1. GPD – Joe Ciuni for Engineering Services
 - a. The fees were not increased from 2017 – 2018 (Ordinance #2017-157 attached)
 - b. Proposed Increase – average of 2.76% - (2019 Proposal attached)
2. Tactical Planning – George Smerigan for Planning Services
 - a. Hourly rate was increased in 2018 by \$5 (Ordinance #2017-158 attached)
 - b. There is no proposed increase for 2019 (2019 Proposal attached)

These two firms/individuals have a long history with the City of Beachwood and have provided professional services to the City for more than 20 years. Their expertise in their respective fields, coupled with their knowledge specific to Beachwood, has been an asset to the City and to me during my first year of office.

The Service Department and Building Departments work closely with our City Engineer and Planner. After consulting with the Directors of each of these two departments, it is our collective recommendation to renew these contracts.

M.H.

MH/tt

Enclosure: Contract Proposals(s)/Last Year's Ordinances

Cc: Members of City Council
Diane Calta, Law Director
Larry Heiser, Finance Director
Dale Pekarek, Service Director
Chris Arrietta, Assistant Service Director
William Griswold, Building Commissioner
Whitney Crook, Clerk of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH GPD GROUP AS CONSULTING ENGINEERS FOR THE CITY OF BEACHWOOD FOR 2018; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council has determined that the City requires the services of a Consulting Engineer and has determined to enter into a contract with GPD Group and Council hereby authorizes the Mayor to enter into a contract for such services; and

WHEREAS, Council has further determined to utilize said company for Consulting Engineer Services.

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

Section 1: The Mayor is hereby authorized to enter into a Contract with GPD Group from January 1, 2018 through December 31, 2018 for Consulting Engineer Services. Compensation shall be paid on the basis of time spent by the Consulting Engineer or his employees at the rates set forth in the following schedule of hourly rates, plus expenses and supplies subject to the limitation set forth herein.

	<u>Proposed Hourly Rate</u>
Project Manager (E5-6)	\$104.00
Senior Engineer (E4)	\$ 95.00
Design Engineer (E2-3)	\$ 90.00
Staff Engineer (E-1)	\$ 81.00
Senior Architect	\$ 91.00
Design Architect	\$ 87.00
Senior Designer (D2)	\$ 75.00
Staff Designer (D1)	\$ 63.00
Cad Drafter (Cad 1-3)	\$ 71.00
Inspector	\$ 54.00
Inspector Overtime	\$ 80.00
Inspector Coordinator	\$ 72.00
Professional Surveyor	\$ 85.00
Survey Coordinator	\$ 69.00
Two Man Survey Crew	\$114.00
One Person Survey Crew w/Robotic Instruments	\$ 88.00
Environmental Specialist	\$ 74.00

Section 2: GPD Group may be assigned planning work by the Mayor, Council, or the Planning & Zoning Commission. GPD Group shall not begin any work until it has submitted a letter to the Mayor, with a copy to the Chairman of any legislative body assigning such work, clearly defining the scope of the planning work accepted by GPD Group which will be the subject of later billing, and a purchase order is issued by the City for such work.

Section 3: There shall be no charge for out of town travel expenses unless such travel is approved by the Mayor in advance. GPD Group shall, on a monthly basis, provide the Mayor with a written accounting of all time spent by any representative of GPD Group. Such accounting shall include an itemization of time spent on City matters, a description of the work performed, and an identification of the person performing the work.

Section 4: GPD Group shall accept no other work within the City from private employers. GPD Group shall avoid all conflicts of interest.

Section 5: All original plans, drawings, specifications, surveys, reports and other miscellaneous drawings shall be delivered to the City immediately upon completion.

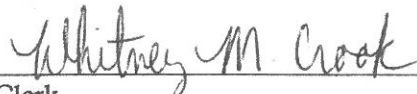
Section 6: The Ordinance shall be in full force and effect until December 31, 2018 unless otherwise amended or repealed by Council.

Section 7: 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.

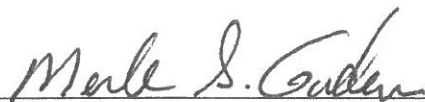
Section 8: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health, or safety or the efficient operation of the City; and the further reason that it is necessary to enter into this contract at the earliest time in order that the above services will be available for pending projects.

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 18th day of December, 2017, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of December, 2017.


Clerk

Approval: I have approved this legislation this 19th day of December, 2017 and filed it with the Clerk


Mayor



GPD GROUP®
Glous, Pyle, Schomer, Burns & DeHaven, Inc.

Cleveland Office

5595 Transportation Blvd
Suite 100
Cleveland, OH 44125

tel 216.518.5544
fax 216.518.5545
www.gpdgroup.com

Mr. Martin S. Horwitz, Mayor
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

October 12, 2018
2018119.01

RE: City Engineering Services – Year 2019

Dear Mayor Horwitz:

For 2019, our Board of Directors has established new hourly rates for the various disciplines on our staff. GPD has held its hourly rates for the past 2 years and through this correspondence, we respectfully request this modest increase. Thank you for your continued confidence in GPD Group.

SCHEDULE OF HOURLY RATES

<u>Discipline</u>	<u>Jan. 1, 2017 to Dec. 31, 2018</u>	<u>Jan. 1, 2019 to Dec. 31, 2019</u>	<u>% Increase</u>
Project Manager (E5-6)	\$104.00	\$107.00	2.89%
Senior Engineer (E4)	\$95.00	\$97.50	2.63%
Design Engineer (E2-3)	\$90.00	\$92.50	2.78%
Staff Engineer (E1)	\$81.00	\$83.50	3.09%
Senior Architect	\$91.00	\$93.50	2.75%
Design Architect	\$87.00	\$90.00	3.45%
Senior Designer (D2)	\$75.00	\$77.00	2.67%
Staff Designer (D1)	\$63.00	\$65.00	3.17%
Cad Drafter (Cad 1-3)	\$71.00	\$71.00	0.00%
Inspector	\$54.00	\$56.00	3.70%
Inspector Overtime	\$80.00	\$83.00	3.75%
Inspector Coordinator	\$72.00	\$74.00	2.78%
Professional Surveyor	\$85.00	\$87.00	2.35%
Survey Coordinator	\$69.00	\$71.00	2.89%
Two Man Survey Crew	\$114.00	\$117.00	2.63%

One Man Survey Crew w/ Robotic Instrument	\$88.00	\$90.50	2.84%
Environmental Specialist	\$75.00	\$77.00	2.67%
Average Increase = 2.76%			

As has been our past practice, we will submit a proposal for each assigned task over \$2,500 in fee, based on the above Schedule of Hourly Rates.

Enclosed please find a list of personnel in our firm that will potentially work on the municipal projects. We have also enclosed their level of classification and a description of the minimum requirements at each level (i.e. Engineer 1 through 6, Designer 1 and 2 etc.).

Through this correspondence, we respectfully request approval of the above rates, which result in a 2.76% increase. These rates include all payroll costs, overhead, non-reimbursable expenses, profit etc. Printing and copying that is performed by outside vendors (because our in house equipment is not sufficient) will be invoiced at cost, with no mark-up. Most printing is done in house at no cost to the City, however some large maps, or exhibits are too big for in-house machines and are sent to print shops.

Thanks you for you continue confidence in GPD. If you have any questions please call.

Sincerely,
GPD Group



Joseph R. Cluni PE PS
City Engineer

cc. Contract File

**MUNICIPAL CLIENT
JOB MATRIX - 2019**

Position	Description	Level	Rates	Employee
Project Manager	Engineer responsible for project coordination, client interaction Financial budgets and is the lead engineer on project Graduate Engineer (4 year BS Degree) 12 + years experience (typical) Registered Engineer , P.E.	E-5 or E-6	\$107.00	Joe Ciuni Stephen Schrelber Gene Hill Brian Tondra Grant Stutler Dante Castronova John Kabak Steve Mullaney Josh Slaga Ivan Valentic Dave Martin John Peterson Matt Lascola Scott Seaman Tom Washko Leo Sierra Mike Hobbs Nick Firl Brandon Marzely Dan Gerson Mike Marz Chris Luzier Tony Burgoyne Dave Neumeyer Lincoln Scott Kevin Westbrooks Ryan Gillespie Scott Seaman
Senior Engineer	Graduate engineer (4 year BS Degree) 8 + years experience (typical) Registered Engineer , P.E.	E-4	\$97.50	Aaron Rodebaugh Jacqueline Gorman Travis Saunier David Frank Kirsty Goetz Jeff Noss Chris Elgin Matt Glass Ken Bukowski Curtis Delbel Ashley Ford
Design Engineer	Graduate engineer (4 year BS Degree) 2 to 7 years experience (typical) Registered Engineer or EIT	E-2 or E-3	\$92.50	Erin Becker Chris Bader Kevin Wojciechowski Tom Roch Brett Ferrell Len Blankenship Breanna Mahon Mike Hogston Kevin Cummings Jesse Rufener Joe Lemmi Erik Stonitsch Brian Binsley Reed Shields Patrick Fry Mike Thomas Angela Short Laura Kirkland Dave DiCaesar Theresa Taras Curtis Delbel
Staff Engineer	Graduate engineer (4 year BS Degree) 0 to 2 years experience typical	E-1	\$83.50	Kyle Kolecki Casey Cox Dakota Mohan Braden Kline Marcus Summerville Alicia Libert
Environmental Specialist	Individual specialized in Environmental Issues 2 or 4 year BS degree typical		\$77.00	Sheldon McLeod Cassandra Austin
Senior Designer	Experienced designer in most facets of engineering Experience and competency very similar to Design Engineer 2 + year Technology degree (typical) 8 + years of design experience (typical)	D II	\$77.00	Ron Rymen Carl Weissberg Habib Musawwir Rob Woyclitzky Jason Smith Paul Tomic Dave Hitchcock Al Rolland
Staff Designer	Experienced designer in several facets of engineering 2 + year Technology degree (typical) 0 to 8 years of design experience (typical)	D I	\$65.00	Jerry Hines
CAD Drafter	Drafter trained in Computer Automated Design and Drafting (CADD). Competent in developing and drafting construction documents.	CAD I to III	\$71.00	Jacob Bumgarner Anthony Barchanowicz Sarah Varrecchia Sandra Bates Tim Wright Dallas Provost Stephen Burns Diane Stinson Steve Trilliss Travis Campbell Adam Ryan David Dombrosky

**MUNICIPAL CLIENT
JOB MATRIX - 2019**

Position	Description	Level	Rates	Employee
Inspector	Individual skilled in the area of construction activities in the Municipal Infrastructure (utilities and pavement) Industry. Trained to observe construction.	Insp I to III	\$56.00 (Overtime \$83.00)	Dominic Nichols Joe Jansky Habb Musawwir Ted Maleski Milan Freeman Hector Cortes Drew Osterdorff Justin Lindow Donald Carey Rick Parker Gary Wachter Mark Swogger Nic Faelanini
Inspector Coordinator/ Survey Coordinator	Individual responsible to support field Inspector and survey crews with pay requests, quantities, calculations etc.		\$74.00	Gary Hollo
Project Aid	Administrative task (which are non-engineering), mostly clerical activities such as word processing, spreadsheets, or research.		\$48.50	Holly Hogston Bridget Davis Jamie Fox Robin Glomb
Professional Surveyor	Individual skilled in ALTA and Topo surveys and R/W control Graduate with 4 year BS Degree Registered Professional Surveyor		\$87.00	James Karing Paul Tomic Steve Rosner Travis McCarty Andy Provost
One Person Robotic Survey	An individual trained to operate GPS equipment and/or Robotic survey instruments		\$90.50	Rick Novak Doug Nihiser Ryan Tribuzzi Don Quinca Frank Shay
2 - Man Survey Crew	A survey crew consisting of a Party Chief and a Instrument assistant		\$117.00	

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TACTICAL PLANNING, LLC TO PROVIDE THE CITY WITH PROFESSIONAL PLANNING SERVICES FOR 2018; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council has determined that the City requires the services of a Professional Planning Consultant and has determined to enter into a contract with Tactical Planning, LLC and Council hereby authorizes the Mayor to enter into a contract for such services; and

WHEREAS, Council has further determined to utilize said company for planning services.

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

Section 1: The Mayor is hereby authorized to enter into a Contract with Tactical Planning, LLC from January 1, 2018 through December 31, 2018 for Professional Planning Services. Compensation shall be paid on the basis of time spent by the Planner at the rate of One Hundred Fifteen Dollars and No/Cents (\$115.00) per hour.

Section 2: Tactical Planning, LLC may be assigned planning work by the Mayor, Council, or the Planning & Zoning Commission. Tactical Planning, LLC shall not begin any work until it has submitted a letter to the Mayor, with a copy to the Chairman of any legislative body assigning such work, clearly defining the scope of the planning work accepted by Tactical Planning, LLC which will be the subject of later billing, and a purchase order is issued by the City for such work.

Section 3: There shall be no charge for out of town travel expenses unless such travel is approved by the Mayor in advance. Tactical Planning, LLC shall, on a monthly basis, provide the Mayor with a written accounting of all time spent by any representative of Tactical Planning, LLC. Such accounting shall include an itemization of time spent on City matters, a description of the work performed, and an identification of the person performing the work.

Section 4: Tactical Planning, LLC shall accept no other work within the City from private employers. Tactical Planning, LLC shall avoid all conflicts of interest.

Section 5: All original plans, drawings, specifications, surveys, reports and other miscellaneous drawings shall be delivered to the City immediately upon completion.

Section 6: The Ordinance shall be in full force and effect until December 31, 2018 unless otherwise amended or repealed by Council.

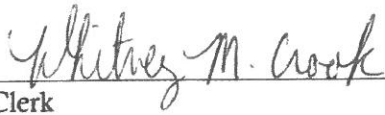
Section 7: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

ORDINANCE NO. 2017-158

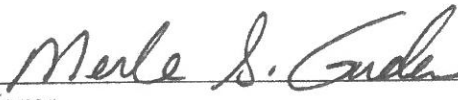
Section 8: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health, or safety or the efficient operation of the City; and the further reason that it is necessary to enter into this contract at the earliest time in order that the above services will be available for pending projects

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 18th day of December, 2017, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of December, 2017.


Clerk

Approval: I have approved this legislation this 19th day of December, 2017 and filed it with the Clerk


Mayor

Tactical Planning, LLC

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

TO: Martin S. Horwitz, Mayor

FROM: George Smerigan, Managing Member

DATE: October 1, 2018

RE: **Professional Planning Services Proposal**



Please accept this proposal on behalf of myself and Tactical Planning, LLC to provide professional planning and consulting services to the City of Beachwood during calendar year 2019. I propose to provide the same professional and consulting services described in the current contract between the City of Beachwood and Tactical Planning, LLC for calendar year 2018. I hereby propose to provide the agreed upon services on the basis of time spent at the rate of One Hundred Fifteen Dollars (\$115.00) per hour.

I look forward to the opportunity to continue to work with you and the rest of the City of Beachwood team.

**CONTRACT WITH JOSEPH R. CIUNI, P.E., P.S., OF GPD GROUP FOR
EMPLOYMENT OF CONSULTING ENGINEERING SERVICES FOR THE CITY
OF BEACHWOOD FOR 2018**

This Contract is entered into by and between JOSEPH R. CIUNI, P.E., P.S., registered Professional Engineer, of the firm GPD Group located at 5595 Transportation Boulevard, Suite 100, Cleveland, Ohio 44125, ("City Consulting Engineer") and the CITY OF BEACHWOOD, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being selected by City Council as the City's Consulting Engineer for the City of Beachwood for 2018, and for the money considerations provided herein, the parties covenant and agree as follows:

1.) For all engineering services compensation shall be made on the basis of time spent by the City Consulting Engineer or his employees at the rates set forth in the following schedule of hourly rates, plus expenses and supplies, subject to the limitations set forth hereafter:

Project Manager (5-6)	\$104.00
Senior Engineer (E4)	\$ 95.00
Design Engineer (E2-3)	\$ 90.00
Staff Engineer (E-1)	\$ 81.00
Senior Architect	\$ 91.00
Design Architect	\$ 87.00
Senior Designer (D2)	\$ 75.00
Staff Designer (D1)	\$ 63.00
Cad Drafter (Cad 1-3)	\$ 71.00
Inspector	\$ 54.00
Inspector Overtime	\$ 80.00
Inspector Coordinator	\$ 72.00
Professional Surveyor	\$ 85.00
Survey Coordinator	\$ 69.00
Two Man Survey Crew	\$114.00
One Person Survey Crew w/Robotic Instrument	\$ 88.00
Environmental Specialist	\$ 74.00

2.) The Contractor may be assigned Engineering work by the Mayor, or Department Directors. The Contractor shall not begin any work until it has submitted a letter to the Mayor, with a copy to the Chairman of any legislative body assigning such work, clearly defining the scope of the planning work accepted by the Contractor that will be the subject of later billing, and a purchase order is issued by the City for such work.

3.) There shall be no charge for out-of-town travel expenses unless such travel is approved by the Mayor in advance. The Contractor shall, on a monthly basis, provide the Mayor and Finance Director with written invoices of all time spent by any representative of the Contractor. Such invoices shall include an itemization of time spent on City matters, a description of the work performed, and an identification of the person performing the work.

4.) The Contractor shall accept no other work within the City from private employers. The Contractor shall avoid all conflicts of interest.

5.) All original plans, drawings, specifications, surveys, reports and other miscellaneous drawings shall be delivered to the City immediately upon completion.

6.) This Contract shall be effective for the period of January 1, 2018 through December 31, 2018, unless canceled in accordance with Section 18.

7.) The City reserves the right to audit all books, time records, invoices, and other documents of the Contractor that relate to any invoices billed to the City of Beachwood, for a period of two years after any such invoice is submitted. The Contractor shall maintain adequate documentation for at least two years to enable the City to conduct such audit.

8.) The Contractor is an independent contractor who shall provide all equipment materials and labor necessary to perform the work. The Contractor shall be responsible for arranging for workers' compensation coverage for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws. The Contractor further agrees to file an income tax return with R.I.T.A. in accordance with municipal tax laws.

9.) The City shall be entitled to cancel this Contract upon giving five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this contract or to furnish satisfactory work in connection with the required services. The Contractor will perform all work in accordance with all Federal, State and local laws and regulations governing such services, including but not limited to equal employment opportunity laws and prevailing wage rates, where applicable. Contractor shall certify compliance with all applicable laws.

10.) Contractor shall provide the work without any sub-contractors, and shall provide proper supervision and supervisory personnel in connection with all of the work.

11.) The Contractor shall furnish the City with evidence of (a) general liability insurance and (b) errors and omissions or professional liability insurance from a company licensed by the State of Ohio, both of which shall be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for any accidental occurrence or error or omission arising out of any act or omission by the Contractor which causes bodily harm, property damage, or any other damages, and shall cause the City to be named as an additional insured on the general liability policies. The Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the work and services provided, and whether involving employee claims or third party claims.

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

13.) This Contract shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio and the laws of the United States in that order. Any controversy or claim, whether based upon Contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract, whether between the parties, or of either of the parties' employees, agents or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.

14.) Contractor acknowledges that no modifications can be made to this Contract without prior written consent and prior approval by the City.

15.) Contractor agrees and acknowledges that records created by, received by, or maintained by Contractor during the term of this Agreement and in the performance of the required services may be a public record and agrees to maintain such records in a manner that is consistent with the City's public records policy and records retention policy. All responses to public records requests shall be processed by the City's Law Department.

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

17.) 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.

18.) Both the City and the Contractor/Consultant may terminate this agreement by giving a 30 day written notice to the other party.

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

GPD GROUP
JOSEPH R. CIUNI

CITY OF BEACHWOOD

By: Joseph R. Ciuni

By: Merle S. Gorden
Mayor Merle S. Gorden

Its: Principal

Date: Jan. 5, 2018

Date: 12-20-17

Jeffrey D. Evans
JEFFREY D. EVANS
VICE PRESIDENT

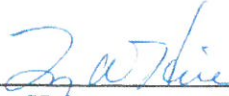
Approved as to Form:

Nathalie E. Naso
City Law Department
Hope L. Jones, Director of Law
Nathalie E. Naso, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, OH 44122
(216) 595-5462

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

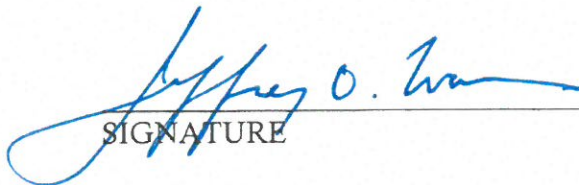
I hereby certify that the amount required to meet the City's obligations under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.



Larry Heiser
Director of Finance
Date: 12/19/17

FINDINGS FOR RECOVERY CERTIFICATION

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


SIGNATURE

JEFFREY D. EVANS
PRINTED NAME

Vice President
TITLE

January 5, 2018
DATE

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.

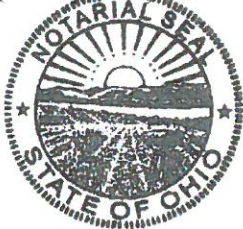
STATE OF Ohio)
) SS
COUNTY OF Summit)

Jeffrey J. Evans being first duly
sworn, deposes and says that he is Vice President of LPS Group residing at
1148 Woodview Dr Akron OH 44313
(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: Jeffrey J. Evans

Sworn to and subscribed in my presence this 5 day of January, 201 8

(Notary Seal)



Brandi Stewart
Notary Public, State of Ohio
My Commission Expires 09-21-2020

Brandi Stewart
Notary Public

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The following certificates are required pursuant to Ohio's Campaign Finance Reform law.

One of the following two certificates shall be completed by any individual, partnership, unincorporated business, association, professional association, estate, trust, corporation, or business trust that has been awarded a contract by the City of Beachwood.

It shall be the Contractor's responsibility to determine which of the two certificates applies and if compliance with R.C. 3517.13 has been achieved.

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

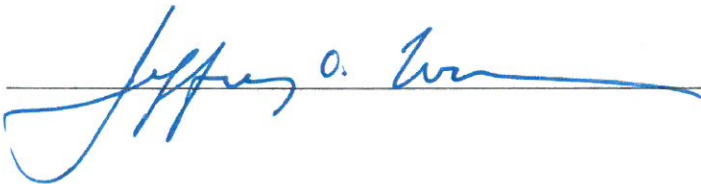
The City of Beachwood has entered into a contract for goods and/or services with GPS Group ("Company"), an Ohio corporation. The undersigned authorized representative of Company certifies on behalf of the Company that all of the following persons, if applicable, are in compliance with division (J) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. each owner of more than twenty percent of the corporation or business trust;
- B. each spouse of each owner of more than twenty percent of the corporation or business trust;
- C. each child of seven years of age to seventeen years of age of each owner of more than twenty percent of the corporation or business trust;
- D. any combination of persons identified in (A) – (C) of this indented list.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contract between the City and Company.

ON BEHALF OF COMPANY:

DATE SIGNED:

 1-5-19'

Note: This form is to be used by a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code. If you are unsure if this form applies to you or if you are in compliance with R.C. 3517.13 you may want to contact an attorney.

Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.

CONTRACT WITH TACTICAL PLANNING, LLC TO PROVIDE PROFESSIONAL PLANNING AND CONSULTING ENGINEERING SERVICES FOR THE CITY OF BEACHWOOD IN 2018

This Contract is entered into by and between GEORGE SMERIGAN, of the firm TACTICAL PLANNING, LLC located at 3297 Forestmeadow Drive, Cuyahoga Falls, Ohio 44223, ("Planner" or "Contractor") and the CITY OF BEACHWOOD, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being selected by City Council as the City's Professional Planning and Engineering Consultant to render various services for the City of Beachwood for 2018, and for the money considerations provided herein, the parties covenant and agree as follows:

1.) As Professional Planner and Consultant for the City of Beachwood during 2018, Contractor shall attend all regular and special meetings of the City's Planning and Zoning Commission, shall provide plan reviews and staff reports on all agenda items, shall attend all regular and special meetings of the City's Architectural Review Board, and shall also attend such meetings of Council as are requested by the Mayor.

2.) For all professional planning and consulting services, compensation shall be made on the basis of time spent by the Planner at the rate of One Hundred Fifteen Dollars and No Cents (\$115.00) per hour.

3.) The Contractor may be assigned planning work by the Mayor, Council, or the Planning & Zoning Commission. The Contractor shall not begin any work until it has submitted a letter to the Mayor, with a copy to the Chairman of any legislative body assigning such work, clearly defining the scope of the planning work accepted by the Contractor that will be the subject of later billing, and a purchase order is issued by the City for such work.

4.) There shall be no charge for out-of-town travel expenses unless such travel is approved by the Mayor in advance. The Contractor shall, on a monthly basis, provide the Mayor and Finance Director with a written accounting of all time spent by any representative of the Contractor. Such accounting shall include an itemization of time spent on City matters, a description of the work performed, and an identification of the person performing the work.

5.) The Contractor shall accept no other work within the City from private employers. The Contractor shall avoid all conflicts of interest.

6.) All original plans, drawings, specifications, surveys, reports and other miscellaneous drawings shall be delivered to the City immediately upon completion.

7.) This Contract shall be effective for the period of January 1, 2018 through December 31, 2018, unless canceled in accordance with Section 19.

8.) The City reserves the right to audit all books, time records, invoices, and other documents of the Contractor that relate to any invoices billed to the City of Beachwood, for a period of two years after any such invoice is submitted. The Contractor shall maintain adequate documentation for at least two years to enable the City to conduct such audit.

9.) The Contractor is an independent contractor who shall provide all equipment materials and labor necessary to perform the work. The Contractor shall be responsible for arranging for workers' compensation coverage for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws. The Contractor further agrees to file an income tax return with R.I.T.A. in accordance with municipal tax laws.

10.) The City shall be entitled to cancel this Contract upon giving five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this contract or to furnish satisfactory work in connection with the required services. The Contractor will perform all work in accordance with all Federal, State and local laws and regulations governing such services, including but not limited to equal employment opportunity laws and prevailing wage rates, where applicable. Contractor shall certify compliance with all applicable laws.

11.) Contractor shall provide the work without any sub-contractors, and shall provide proper supervision and supervisory personnel in connection with all of the work.

12.) The Contractor shall furnish the City with evidence of (a) general liability insurance and (b) errors and omissions or professional liability insurance from a company licensed by the State of Ohio, both of which shall be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for any accidental occurrence or error or omission arising out of any act or omission by the Contractor which causes bodily harm, property damage, or any other damages, and shall cause the City to be named as an additional insured on the general liability policies. The Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the work and services provided, and whether involving employee claims or third party claims.

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

14.) This Contract shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio and the laws of the United States in that order. Any controversy or claim, whether based upon Contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract, whether between the parties, or of either of the parties' employees, agents or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.

15.) Contractor acknowledges that no modifications can be made to this Contract without prior written consent and prior approval by the City.

16.) Contractor agrees and acknowledges that records created by, received by, or maintained by Contractor during the term of this Agreement and in the performance of the required services may be a public record and agrees to maintain such records in a manner that is consistent with the City's public records policy and records retention policy. All responses to public records requests shall be processed by the City's Law Department.

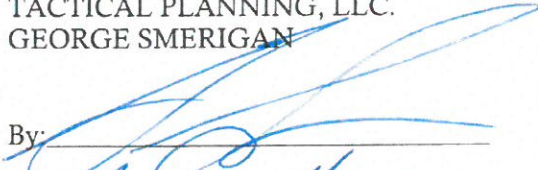
17.) This Contract represents the entire agreement between the parties, will be governed by the laws of the State of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

18.) 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.

19.) Both the City and the Contractor/Consultant may terminate this agreement by giving a 30 day written notice to the other party.

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

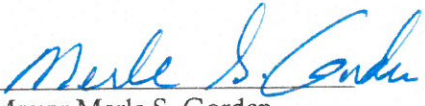
TACTICAL PLANNING, LLC.
GEORGE SMERIGAN

By: 

Its: Nathaniel Membr

Date: 1/11/18

CITY OF BEACHWOOD

By: 

Mayor Merle S. Gorden

Date: 12-20-17

Approved as to Form:

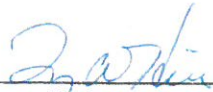


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CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

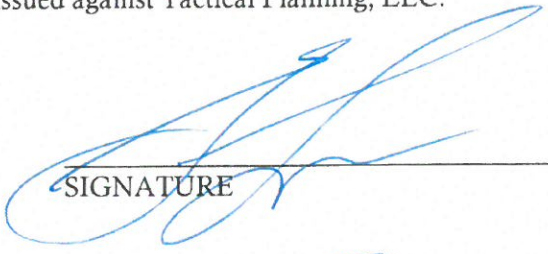
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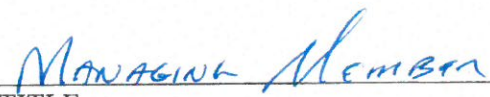
Larry Heiser
Director of Finance
Date: 12/19/17

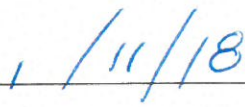
FINDINGS FOR RECOVERY CERTIFICATION

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



SIGNATURE

PRINTED NAME

TITLE

DATE

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 _____)
) SS
COUNTY OF _____)

George Smengen being first duly
sworn, deposes and says that _____ residing at _____

(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: _____

Sworn to and subscribed in my presence this 12th day of January, 201 9

(Notary Seal)

Hope L. Jones
Notary Public

HOPE L. JONES
Notary Public - State of Ohio
My Commission has no expiration date.
Section 147.03 R.C.

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

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CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The City of Beachwood has entered into a contract for goods and/or services with _____ . The undersigned authorized representative of _____ certifies on behalf of _____ that all of the following persons, if applicable, are in compliance with division (I) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. the individual;
- B. each partner or owner of the partnership or other unincorporated business;
- C. each shareholder of the association;
- D. each administrator of the estate;
- E. each executor of the estate;
- F. each trustee of the trust;
- G. each spouse of any person identified in (A)-(F) above;
- H. each child seven years of age to seventeen years of age of any person identified in (A)-(G) above;
- I. any combination of persons identified in (A) – (H) above.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contract between the City and _____.

ON BEHALF OF COMPANY:

DATE SIGNED:

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CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

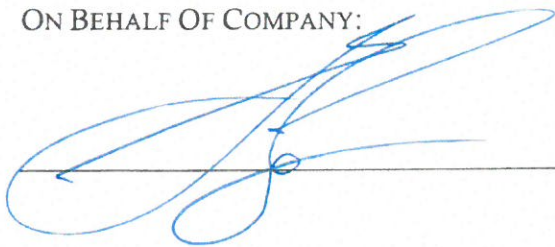
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1/11/18

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