

Beachwood City Council
AGENDA
MONDAY, DECEMBER 18, 2017 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)

Approval of the Minutes of the Committee of the Whole Meeting held on October 23, 2017
Approval of the Minutes of the Committee of the Whole Meeting held on November 13, 2017
Approval of the Minutes of the Committee of the Whole Meeting held on November 20, 2017
Approval of the Minutes of the Committee of the Whole Meeting held on December 4, 2017
Approval of the Minutes of the Regular Council Meeting held on December 4, 2017

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| 4. Committee of the Whole
Motion | A Motion to change the January 2018 Council Meeting dates to January 8, 2018 and January 16, 2018. |
| 5. Committee of the Whole
Ordinance No. 2017-157 | 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. |
| 6. Committee of the Whole
Ordinance No. 2017-158 | An Ordinance Authorizing the Mayor to enter into a Contract with Tactical Planning, LLC to provide the City of Beachwood with Professional Planning Services for 2018; and declaring this to be an urgent measure. |
| 7. Finance and Insurance Committee
Ordinance No. 2017-156 | An Ordinance authorizing and directing the payment of certain claims (Bills) for Professional and other services. |
| 8. Finance and Insurance Committee
Ordinance No. 2017-159 | An Ordinance making temporary appropriations for current expenditures and other expenses of the City of Beachwood, State of Ohio, for fiscal year 2018, January 1, 2018 to December 31, 2018, inclusive; and declaring this to be an urgent measure. |
| 9. Finance and Insurance Committee
Ordinance No. 2017-160 | An Ordinance authorizing the Mayor to purchase one (1) VEEAM backup and replication system for the City of Beachwood from BPI Information Systems; and declaring this to be an urgent measure. |

Page Two
City Council Meeting Agenda
December 18, 2017

10. Finance and Insurance Committee
Ordinance No. 2017-164
An Ordinance accepting the quotation from Convergent Technologies, LLC for the purchase of a new Network Video Recorder (NVR) and Management System; and declaring this to be an urgent measure.
11. Finance and Insurance Committee
Ordinance No. 2017-167
An Ordinance amending appropriations for current expenditures and other expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2017, January 1, 2017 to December 31, 2017, inclusive; and declaring this to be an urgent measure.
12. Finance and Insurance Committee
Motion
A Motion accepting the proposed changes to the City of Beachwood Health Care plan for 2018.
13. Legal and Personnel Committee
Ordinance No. 2017-161
An Ordinance authorizing the Mayor to enter into a Lease Agreement with Northcoast Moving, Inc. to occupy the City building located at 23456 Mercantile Road, Beachwood, Ohio; and declaring this to be an urgent measure.
14. Public Works Committee
Ordinance No. 2017-165
An Ordinance authorizing the Mayor and Service Director to dispose of seven (7) used City vehicles at Public auction; and declaring this to be an urgent measure.
15. Safety and Public Health Committee
Ordinance No. 2017-162
An Ordinance authorizing the Mayor to renew a Contract with Hall Public Safety Co. for repairs and Changeovers in City vehicles; and declaring this to be an urgent measure.
16. Safety and Public Health Committee
Ordinance No. 2017-163
An Ordinance authorizing the Mayor to renew a Contract with TAC Computer, Inc. for maintenance of CAD/RMS and Mobile Data Terminals for the City of Beachwood; and declaring this to be an urgent measure.
17. Safety and Public Health Committee
Ordinance No. 2017-166
An Ordinance authorizing the Mayor to enter into a Contract with Signal Service for Traffic Signal Monitoring and regular Traffic Signal Maintenance Service through December 31, 2018; and declaring this to be an urgent measure.
18. Presentation honoring Mayor Merle S. Gorden and Councilman Melvin M. Jacobs.

xxx

LAW DEPARTMENT
MEMORANDUM

RECEIVED
NOV 22 2017

To: Mayor Merle S. Gorden
From: Whitney M. Crook, Clerk of Council
Date: November 21, 2017
Re: Proposed 2018 City Council Meeting Dates - Final

MAYOR'S OFFICE

Mayor,

For your review and approval I have listed the proposed 2018 City Council Meeting Dates below.

Please notice that the dates in January are for the Second and Third Mondays. This was done in consideration for New Year's and Martin Luther King, Jr. Day.

Also, please notice that the dates in October are for the Second and Fourth Mondays. This was done in consideration for the holy days of Shemini Atzere and Simchat Torah.

I have ensured that the rest of the listed dates do not fall on any other holidays or holy days.

January – 8, 16	*July – 9
February – 5, 20	*August - 13
March – 5, 19	September – 4, 17
April – 2, 16	October – 8, 22
May – 7, 21	November – 5, 19
*June – 11	December – 3, 17

Respectfully Submitted,



Whitney M. Crook, Clerk of Council

* an Ordinance will be needed to approve the summer meeting dates

APPROVED

SIGNATURE

DATE



11-22-17

11-22
CC: BG

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

Section 4: All original plans, drawings, specifications, surveys, reports and other miscellaneous drawings shall be delivered to the City immediately upon completion.

Section 5: The Ordinance shall be in full force and effect until December 31, 2018 unless otherwise amended or repealed by Council.

Section 6: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 7: 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

CITY OF *Beachwood*
INTEROFFICE MEMORANDUM

To: Hope Jones, Law Director
From: Merle S. Gorden, Mayor *msg/dn*
Date: December 5, 2017
Re: December 18, 2017 Agenda/ GPD Group

Please prepare the necessary legislation and contract for the December 18th agenda for Mr. Ciuni.

You will note that a change in the Schedule of Hourly Rates for Environmental Specialist. The \$74.00 amount is correct as verbally verified with Mr. Ciuni.

Thank you.

Enclosure

Cc: Whitney Crook, Clerk of Council



GPD GROUP®
Glus, Pyle, Schomer, Burns & Deltoven, Inc.

Cleveland Office

5595 Transportation Blvd
Suite 100
Cleveland, OH 44125

tel 216.518.5544
fax 216.518.5545
www.gpdgroup.com

Honorable Merle S. Gorden, Mayor
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

November 14, 2017

RE: City Engineering Services – Year 2018

Dear Mayor Gorden,

For 2018 our Board of Directors has elected to freeze our hourly rates at the 2017 level. Thank you for your continued confidence in GPD Group.

SCHEDULE OF HOURLY RATES

<u>Discipline</u>	<u>Jan. 1, 2017</u> <u>to</u> <u>Dec. 31, 2017</u>	<u>Jan. 1, 2018</u> <u>to</u> <u>Dec. 31, 2018</u>	<u>%</u> <u>Increase</u>
Project Manager (E5-6)	\$104.00	\$104.00	0%
Senior Engineer (E4)	\$95.00	\$95.00	0%
Design Engineer (E2-3)	\$90.00	\$90.00	0%
Staff Engineer (E-1)	\$81.00	\$81.00	0%
Senior Architect	\$91.00	\$91.00	0%
Design Architect	\$87.00	\$87.00	0%
Senior Designer (D2)	\$75.00	\$75.00	0%
Staff Designer (D1)	\$63.00	\$63.00	0%
Cad Drafter (Cad 1-3)	\$71.00	\$71.00	0%
Inspector	\$54.00	\$54.00	0%
Inspector Overtime	\$80.00	\$80.00	0%
Inspector Coordinator	\$72.00	\$72.00	0%
Professional Surveyor	\$85.00	\$85.00	0%
Survey Coordinator	\$69.00	\$69.00	0%
Two Man Survey Crew	\$114.00	\$114.00	0%
One Person Survey Crew w/ Robotic Instrument	\$88.00	\$88.00	0%
Environmental Specialist	\$75.00	\$75.00	0%

*74.00
44
call into
jag.*

74.00

As has been our past practice, we will submit a proposal for each assigned task (design project, study, grant proposal, etc...) based on the above Schedule of Hourly Rates.

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

Thank you for your continued confidence in GPD Group. If you have any questions please do not hesitate to call.

Very truly yours,

GPD Group



Joseph R. Ciuni, P.E., P.S.
City Engineer

Enclosure

Cc: 2018 Contract File

**MUNICIPAL CLIENT
JOB MATRIX - 2018**

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-6 or E-6	\$104.00	Joe Churl Stephen Schreiber Gene Hill Brian Tondra Tim Koput Dante Castiglione John Kabak Steve Mulaney Josh Stages Ivan Valentic Joe Ferency Dave Martin John Peterson Matt Lasoda Scott Beaman Tom Washko Leo Sfera Mike Hobbs Nick Fini Brandon Marzuly Dan Gerton Mike Marz Chris Lusier Tony Burgoyne Dave Naumeyer Lincoln Scott Kevin Westbrook Ryan Gillespie Scott Seaman Grant Stuller
Senior Engineer	Graduate engineer (4 year BS Degree) 8 + years experience (typical) Registered Engineer, P.E.	E-4	\$85.00	Aaron Rodebaugh Jacqueline Gorman Travis Saunter David Pratt Krisy Goetz Jeff Noss Chris Elgin Heg Glass Ken Butzow Grant Stuller Cassandra Austin 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	\$80.00	Erin Becker Chris Bader Kevin Wojcikowski Ryan Speck Brett Ferrell Len Ellertsen Breanna Mahon Erik Stortech Mike Hopson Kevin Cummings Jesse Rufener Kent Mones Erik Stortech Kevin Maderle Joe Legni Brian Binsley Patrick Fry Mike Thomas Angela Short Jeff Bazzo Laura Kirtland Dave DiCassar Theresa Teras Curtis Deibel
Staff Engineer	Graduate engineer (4 year BS Degree) 0 to 2 years experience (typical)	E-1	\$81.00	Cassy Cox Dakota Mohan Reed Shields Marcus Semmensville
Environmental Specialist	Individual specialized in Environmental issues 2 or 4 year BS degree (typical)		\$75.00	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) 6 + years of design experience (typical)	D II	\$75.00	Ron Rymar Carl Weisberg Habib Muzawir Rob Woychak Jason Smith Paul Tomic Dave Hitchcock Al Rolland
Staff Designer	Experienced designer in several facets of engineering 2 + year Technology degree (typical) 0 to 5 years of design experience (typical)	D I	\$63.00	Jerry Hines
CAD Drafter	Drafter trained in Computer Automated Design and Drafting (CADD). Competent in developing and drafting construction documents.	CAD 1 to III	\$71.00	Jacob Bungeener Anthony Baranowicz Sarah Vereschka Sandra Bines Edin Spair Tim Wright Dallas Provost Stephen Burns Diane Skinson Steve Trillie Trevi Campbell Adam Ryan David Dombrosky

**MUNICIPAL CLIENT
JOB MATRIX - 2018**

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	\$54.00 (Overtime \$90)	Domino Nichols Joe Janaky Bob McCarthy Ted Malcott Mulan Freeman Hector Cortes Drew Osterdorff Ben George Rick Parker Gary Wichter Mark Swager Nio Festerini Ben George Ralph Hendrick
Inspector Coordinator/ Survey Coordinator	Individual responsible to support field inspector and survey crews with pay requests, quantities, calculations etc.		\$72.00	Gary Hello
Project Aid	Administrative task (which are non-engineering), mostly clerical activities such as word processing, spreadsheets, or research.		\$47.00	Megan Doornay 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		\$85.00	James Karling Paul Tomic Steve Roemer Travis McCarthy Andy Provost
One Person Robotic Survey	An individual trained to operate GPS equipment and/or Robotic survey instruments		\$88.00	Rick Novak Doug Nihiser Ryan Tribuzzi Don Quinzel Frank Shroy Chuck Goehen
2 - Man Survey Crew	A survey crew consisting of a Party Chief and a instrument assistant		\$114.00	

INTRODUCED BY: Alec Isaacson

ORDINANCE NO. 2017-158

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.

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

CITY OF *Beachwood*
INTEROFFICE MEMORANDUM

To: Hope Jones, Law Director
From: Merle S. Gorden, Mayor *msg/DN*
Date: December 5, 2017
Re: December 18, 2017 Agenda/ Tactical Planning, LLC

Please prepare the necessary legislation and contract for the December 18th agenda for Mr. Smerigan.

Thank you.

Enclosure

Cc: Whitney Crook, Clerk of Council

Tactical Planning, LLC

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

November 14, 2017

Mayor Merle S. Gorden
City of Beachwood
25325 Fairmount Boulevard
Beachwood, Ohio 44122

Re: Professional Planning Services

Dear Mayor Gorden:

Tactical Planning, LLC proposes to continue to provide professional planning services to the City of Beachwood during calendar year 2018. Tactical Planning, LLC proposes to provide the same scope of services as described in the current professional services contract with the City of Beachwood for calendar year 2017.

Tactical Planning, LLC proposes to provide the agreed upon professional planning services on an hourly rate basis at the rate of One Hundred Fifteen Dollars (\$115.00) per hour.

Sincerely,

George Smerigan
Managing Member

cc: Hope Jones, Assistant Law Director

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:

For Supplies and Services	December 18, 2017	\$46,501.92
Clemans, Nelson & Asso.	Legal Services	\$812.50
G.Gifford Dyer	Plan Review Services	\$3,235.62
GPD Associates	Engineering Services	\$28,352.50
Paul Kowalczyk	Plan Review Services	\$1,544.72
Lemay Erickson Willcox	Professional Services	\$11,786.58
Tactical Planning	Engineering Services	\$770.00

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 18th day of December 2017 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 19th day of December 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:

For Supplies and Services	December 18, 2017	\$46,501.92 <i>244</i>
Clemans, Nelson & Asso.	Legal Services	\$812.50
G.Gifford Dyer	Plan Review Services	\$3,235.62
GPD Associates	Engineering Services	\$28,352.50
Paul Kowalczyk	Plan Review Services	\$1,544.72
Lemay Erickson Willcox	Professional Services	\$11,786.58
Tactical Planning	Engineering Services	\$770.00

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 18th day of December 2017 and presented to the Mayor.

Clerk

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

Mayor

APPROVED BY MAYOR FOR
NEXT COUNCIL AGENDA

SIGNATURE

DATE

Mark L. Sade

12-8-17

Hope Jones
Beachwood, City of
25325 Fairmount Blvd.
Beachwood, OH 44122

P/O:
DATE: 11/15/17
BY: [Signature]
APPROVED FOR PAYMENT

11-15-2017

Clemans, Nelson & Associates, Inc.
485 Metro Pl. S.
Suite 200
Dublin, OH 43017-5333

Invoice Number: 1702
Invoice Period: 10-01-2017 - 10-31-2017

REMITTANCE COPY
Please Include with Payment

RE: Multiple Matters

Fees	637.50
Retainer	175.00
Total for this Invoice	812.50

With respect to the contract(s) for goods or services under which this invoice is submitted, Clemans, Nelson and Associates, Inc. ("the "Company") certifies that all of the persons listed in division (J) of ORC 3517.13 are in compliance with applicable provisions of ORC 3517.13(J). Nor shall the Company unlawfully discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, genetic information, sex, sexual orientation, gender identity, age, military status, veteran status, or disability. So certified /s/ Mark J. Lucas, President.

485 METRO PLACE S, STE 200 - DUBLIN, OHIO 43017-5333 - 614-923-7700 FAX 614-923-7700

APPROVED BY MAYOR FOR
NEXT COUNCIL AGENDA

SIGNATURE

DATE

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

November 30, 2017

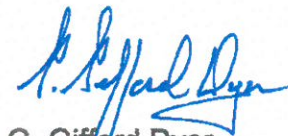
City of Beachwood
Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Re: Building Department
Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of November 2017	<u>\$3,235.62</u>
(Cost breakdown sheet attached)	
Total amount due	\$3,235.62

Thank You,


G. Gifford Dyer

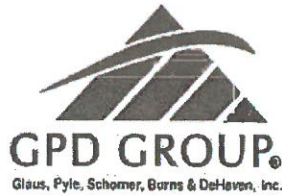
WG
12/6/17

BEACHWOOD PLAN REVIEW

GG Dyer	Beachwood	Job Name-----	Time	Charge
Job No.	PR No.			
CB 17-17	2017-27984	ROSE SENIOR LIVING AT BEACHWOOD 22611 HARVARD ROAD	12 1/4 Hr	\$ 1,043.75
CB 17-16	2017-27932	ORANGE THEORY FITNESS LA PLACE #821 2101 RICHMOND ROAD	3 Hr	\$ 250.50
CB 17-13	2017-27864	HELLO BISTRO LA PLACE #821 2101 RICHMOND ROAD	4 3/4 Hr	\$ 396.62
CB 17-20	2017-28007	CALIFORNIA HAIL SPA BEACHWOOD PLACE MALL #1216 26300 CEDAR ROAD	8 1/4 Hr	\$ 688.87
CB 17-14	2017-27808	INTERIOR EXPANSION J. DRASNER Co. 2360 MIDWAYVILLE ROAD	1 1/4 Hr	\$ 104.38
CB 17-15	2017-27935	SITE PLAN & GRADING PLAN FOR SIDEWALK LA PLACE FASHION CENTER 2101 RICHMOND ROAD	3 1/4 Hr	\$ 62.62
CB 17-21	2017-28059	ATHLETIX BEACHWOOD PLACE MALL, SUITE #2410 263 CEDAR ROAD	2 Hr	\$ 167.00
CB 17-19	2017-28012	EATON CENTER ATRIUM ONE ALTERATION 1000 EATON BLVD	3 Hr	\$ 250.50
CB 17-08	2017-26097	SOLAR ROOF PANELS BEACHWOOD PLACE MALL 26300 CEDAR ROAD	1 1/2 Hr	\$ 41.75
CB 16-06	2016-21947	VANGUARD APARTMENTS 3600 PARK EAST DRIVE	1 1/4 Hr	\$ 20.88
CB 17-18	2017-28003	ALDO BEACHWOOD PLACE MALL 263 CEDAR ROAD	2 1/2 Hr	\$ 208.75
		TOTAL	38 3/4	\$ 3,235.62

Summary of Engineering Invoices
December 16, 2017 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2017 ENCUMBRANCES	2016	2015
2017119.01-10	10/27/2017	\$1,218.00	\$0.00	\$1,218.00	General			X		
2017119.14-6	10/27/2017	\$75.00	\$0.00	\$75.00	General			X		
2017119.14-5	10/27/2017	\$75.00	\$0.00	\$75.00	General			X		
2017119.14-4	10/27/2017	\$1,938.00	\$0.00	\$1,938.00	General			X		
2017119.05-8	10/27/2017	\$1,944.00	\$0.00	\$1,944.00	Street Cons.			X		
2017119.04-9	10/27/2017	\$7,648.00	\$0.00	\$7,648.00	Capital			X		
2017119.11-6	10/27/2017	\$6,487.00	\$0.00	\$6,487.00	Capital			X		
2017119.12-5	10/27/2017	\$104.00	\$0.00	\$104.00	Capital			X		
2017119.13-4	10/27/2017	\$2,191.50	\$0.00	\$2,191.50	General			X		
2017119.15-2	10/27/2017	\$156.00	\$0.00	\$156.00	General			X		
2017119.17-1	10/27/2017	\$380.00	\$0.00	\$380.00	General			X		
2017120.01-10	10/27/2017	\$790.00	\$0.00	\$790.00	General			X		
2017119.08-8	10/27/2017	\$208.00	\$0.00	\$208.00	Deposits	Dominion		X		
2017120.37-3	10/27/2017	\$75.00	\$0.00	\$75.00	Deposits	Artistic Renovation of Ohio		X		
2017120.43-1	10/27/2017	\$283.00	\$0.00	\$283.00	Deposits	Premier Custom Builders		X		
2017120.44-1	10/27/2017	\$312.00	\$0.00	\$312.00	Deposits	ORG Real Property Manag		X		
2017120.14-2	10/27/2017	\$108.00	\$0.00	\$108.00	Deposits	Cleveland Real Estate		X		
2017120.10-17	10/27/2017	\$54.00	\$0.00	\$54.00	Deposits	Brasfield & Gorrie LLC		X		
2016120.28-9	10/27/2017	\$135.00	\$0.00	\$135.00	Deposits	Payne & Payne		X		
2017120.06-10	10/27/2017	\$968.00	\$0.00	\$968.00	Deposits	Brickhouse Beachwood		X		
2017120.09-8	10/27/2017	\$968.00	\$0.00	\$968.00	Deposits	Edward Rose		X		
2017120.21-7	10/27/2017	\$919.00	\$0.00	\$919.00	Deposits	Jubilee Healthcare		X		
2015120.18-15	10/27/2017	\$324.00	\$0.00	\$324.00	Deposits	Covington Construction		X		
2016120.31-4	10/27/2017	\$162.00	\$0.00	\$162.00	Deposits	Jordon Construction		X		
2017120.42-1	10/27/2017	\$1,134.00	\$0.00	\$1,134.00	Deposits	Imperial Waterproofing		X		
Total To Pay				<u>\$28,362.60</u>						
Total Capital Fund				\$14,239.00						
Total General Fund				\$6,821.60						
Total Deposits				\$6,348.00						
Total Street Const. Mant.				\$1,944.00						
Less: Billable Charges				<u>(\$5,348.00)</u>						
Net Paid by City:				<u>\$23,004.60</u>						



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

Brasfield & Gorrie LLC
#2016-23241

October 27, 2017
 Invoice No: 2015120.10 - 17

Invoice Total \$54.00

Project 2015120.10 Beachwood - Cleve Clinic - 60 Bed Rehab Hospital

Contract
 Building Dept.

Professional Services from September 30, 2017 to October 27, 2017

Task 200 Inspection - RCPT #2016-23241
 Professional Personnel

	Hours	Rate	Amount
Inspector			
Maleski, Theodore	1.00	54.00	54.00
Totals	1.00		54.00
Total Labor			54.00
Total this Task			\$54.00
Total this Invoice			\$54.00

Outstanding Invoices

Number	Date	Balance
16	9/29/2017	2,224.00
Total		2,224.00

Billings to Date

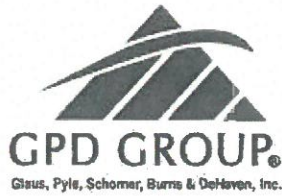
	Current	Prior	Total
Labor	54.00	18,042.75	18,096.75
Totals	54.00	18,042.75	18,096.75

APPROVED FOR PAYMENT

BY: WG
 DATE: 11-21-17
 #0: 783.000.53130

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Michelle Kaplan
 P.O. Box 22659
 Beachwood, OH 44122

Covington Construction
#2016-23138

October 27, 2017

Invoice No:

2015120.18 - 15

Invoice Total	\$324.00
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Project 2015120.18

Beachwood - Covington Realty - P&Z 2015-20

Contract
 Building Dept.

Professional Services from September 30, 2017 to October 27, 2017

Task 200 Inspection
 Professional Personnel

	Hours	Rate	Amount	
Inspector				
Maleski, Theodore	6.00	54.00	324.00	
Totals	6.00		324.00	
Total Labor				324.00
Total this Task				\$324.00
Total this Invoice				<u>\$324.00</u>

Outstanding Invoices

Number	Date	Balance
14	9/29/2017	981.00
Total		981.00

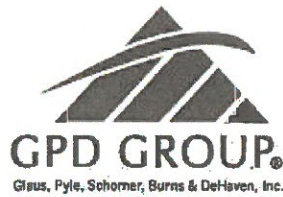
Billings to Date

	Current	Prior	Total
Labor	324.00	7,169.00	7,493.00
Totals	324.00	7,169.00	7,493.00

APPROVED FOR PAYMENT
 BY: WG
 DATE: 11-21-17
 \$ 783,000.53130

Net 30 days.

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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

*Payne & Payne
 #2016-23588*

October 27, 2017
 Invoice No: 2016120.28 - 9

Invoice Total \$135.00

Project 2016120.28 Beachwood - 26707 Hurlingham
 Building Dept.
 Deposit # 2016-23588
Professional Services from September 30, 2017 to October 27, 2017

Task 200 Inspection
 Professional Personnel

	Hours	Rate	Amount
Inspector			
Maleski, Theodore	2.50	54.00	135.00
Totals	2.50		135.00
Total Labor			135.00
Total this Task			\$135.00
Total this Invoice			<u>\$135.00</u>

Billings to Date

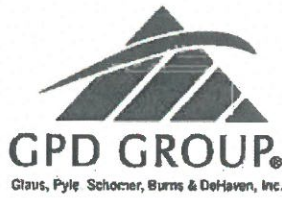
	Current	Prior	Total
Labor	135.00	3,855.50	3,990.50
Totals	135.00	3,855.50	3,990.50

APPROVED FOR PAYMENT

BY: WCH
 DATE: 11-21-17
 #0: 783.000.53130

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Michelle Kaplan
 P.O. Box 22659
 Beachwood, OH 44122

Jordan Custard
2016-24184

October 27, 2017
 Invoice No: 2016120.31 - 4

Invoice Total \$162.00

Project 2016120.31 Beachwood - 2451 Blossom Road

Building Dept.
 Deposit # 2016-23097

Professional Services from September 30, 2017 to October 27, 2017

Task 200 Inspection
 Professional Personnel

	Hours	Rate	Amount	
Inspector				
Maleski, Theodore	3.00	54.00	162.00	
Totals	3.00		162.00	
Total Labor				162.00 ✓✓
Total this Task				\$162.00
Total this Invoice				\$162.00

Billings to Date

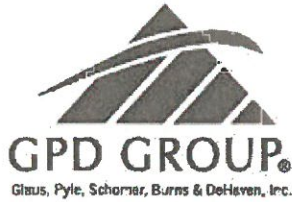
	Current	Prior	Total
Labor	162.00	533.00	695.00
Totals	162.00	533.00	695.00

APPROVED FOR PAYMENT

BY: WC
 DATE: 11-21-17
 P# 783 000.53130

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

October 27, 2017
Invoice No: 2017119.01 - 10

Invoice **\$1,218.00**
Total

Project 2017119.01 Beachwood - General Engineering Services
Service Dept.
P.O.#2017-00155

Professional Services from September 30, 2017 to October 27, 2017

Task 100 General Meetings
Professional Personnel

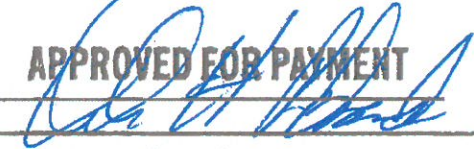
	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	104.00	208.00
Dominion Meeting - Richmond Road Gas Line			
Totals	2.00		208.00
Total Labor			208.00
Total this Task			\$208.00

Task 200 General Engineering
Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	104.00	104.00
City Hall Sidewalks - Heated walks			
Ciuni, Joseph	1.00	104.00	104.00
Green Road - County Invoice			
Senior Engineer			
Fini, Nicholas	1.00	95.00	95.00
City Hall heat mats			
Washko, Thomas	2.50	95.00	237.50
Cedar Road Pedestrian Bridge Cost Estimate			
Senior Designer			
Provost, Andrew	2.00	75.00	150.00
26224 Fairmount Easement Search			
CAD Drafter			
Bates, Sandra	3.50	71.00	248.50

APPROVED FOR PAYMENT

Net 30 days.

BY: 
DATE: 11-21-17
P/O: 2017-00155

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / DAYTON
INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

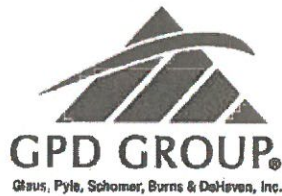
Project	2017119.01	Beachwood - General Engineering Services	Invoice	10
Richmond Rd Lane reconfiguration at Beachwood HS Drive				
Hughes, Brent		1.00	71.00	71.00
Fairmount Sewer Easement Research				
Totals		12.00		1,010.00
Total Labor				1,010.00
Total this Task				\$1,010.00
Total this Invoice				\$1,218.00

Outstanding Invoices

Number	Date	Balance
9	9/29/2017	1,676.00
Total		1,676.00

Billings to Date

	Current	Prior	Total
Labor	1,218.00	12,636.00	13,854.00
Totals	1,218.00	12,636.00	13,854.00



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

October 27, 2017
 Invoice No: 2017119.04 - 9

Invoice Total \$7,648.00

Project 2017119.04 Beachwood - Harvard Road Improvements

Service Dept.
 P.O.#2017-00749
 Max Not to Exceed \$119,700.00

Professional Services from September 30, 2017 to October 27, 2017

Task	200	Design Engineering			
Professional Personnel					
			Hours	Rate	Amount
Senior Engineer					
Fini, Nicholas			2.00	95.00	190.00
Pay Application					
Inspector Coordinator					
Hollo, Gary			1.00	72.00	72.00
Totals			3.00		262.00
Total Labor					262.00
				Total this Task	\$262.00

Task	300	Construction Administration			
Professional Personnel					
			Hours	Rate	Amount
Project Manager					
Ciuni, Joseph			16.00	104.00	1,664.00
Senior Engineer					
Fini, Nicholas			23.00	95.00	2,185.00
Design Engineer					
Gorman, Jacqueline			.50	90.00	45.00
Inspector					
Hendrick, Ralph			13.00	54.00	702.00
Shrieves, Franklin			41.00	54.00	2,214.00
Inspector Coordinator					
Hollo, Gary			8.00	72.00	576.00
Totals			101.50		7,386.00
Total Labor					7,386.00

Net 30 days.

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 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

BY:
 DATE: 11-21-17
 P/O: 2017-00749

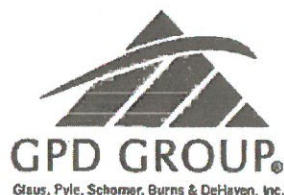
Project	2017119.04	Beachwood - Harvard Road Improvements	Invoice	9
			Total this Task	\$7,386.00
			Total this Invoice	\$7,648.00

Outstanding Invoices

Number	Date	Balance
8	9/29/2017	18,313.00
Total		18,313.00

Billings to Date

	Current	Prior	Total
Fee	0.00	64.00	64.00
Labor	7,648.00	108,772.50	116,420.50
Expense	0.00	2,900.00	2,900.00
Totals	7,648.00	111,736.50	119,384.50



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

October 27, 2017
 Invoice No: 2017119.05 - 8

Invoice Total \$1,944.00

Project 2017119.05 Beachwood - Greenwich Lane Improvements and 2017 Patch Program

Service Dept.
 P.O.#2017-00744
 Max Not to Exceed \$51,356.00

Professional Services from September 30, 2017 to October 27, 2017

Task 200 Inspection / Construction Administration

Professional Personnel

	Hours	Rate	Amount
Inspector			
Maleski, Theodore	36.00	54.00	1,944.00
Totals	36.00		1,944.00
Total Labor			1,944.00
			Total this Task \$1,944.00
			Total this Invoice \$1,944.00

Outstanding Invoices

Number	Date	Balance
7	8/25/2017	16,786.00
Total		16,786.00

Billings to Date

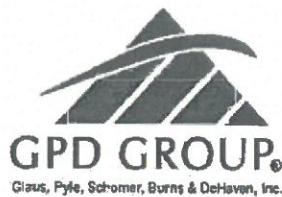
	Current	Prior	Total
Labor	1,944.00	49,352.00	51,296.00
Totals	1,944.00	49,352.00	51,296.00

APPROVED FOR PAYMENT

BY: 
 DATE: 11-21-17
 P/O: 2017-00744

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

B.I.I.
Dominion
#17783 002

October 27, 2017
 Invoice No: 2017119.08 - 8

Invoice Total	\$208.00
----------------------	-----------------

Project 2017119.08 Beachwood - Dominion Projects

Service Dept.

Professional Services from September 30, 2017 to October 27, 2017

Task 500 Sulgrave / Duffield (PIR-1938)
 Professional Personnel

		Hours	Rate	Amount	
Project Manager					
Ciuni, Joseph	10/11/2017	1.00	104.00	104.00	
PIR 792 Richmond					
Ciuni, Joseph	10/12/2017	1.00	104.00	104.00	
Richmond Road PIR 792					
Totals		2.00		208.00	
Total Labor					208.00
				Total this Task	\$208.00
				Total this Invoice	\$208.00

Outstanding Invoices

Number	Date	Balance
7	9/29/2017	1,728.00
Total		1,728.00

Billings to Date

	Current	Prior	Total
Labor	208.00	31,081.00	31,289.00
Totals	208.00	31,081.00	31,289.00

APPROVED FOR PAYMENT

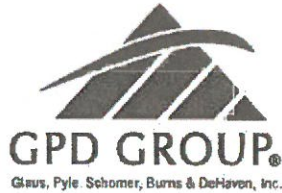
BY: W9

DATE: 11-21-17

Net 30 days.

PIR: 783.000.53130

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Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
Attn: Larry Helser, Finance Director
25325 Fairmount Blvd.
Beachwood, OH 44122

October 27, 2017
Invoice No: 2017119.11 - 6

Invoice Total **\$6,487.00**

Project 2017119.11 Beachwood - Community Drive Storm Sewer
P.O.#2017-01727
Service Dept.
Max Not to Exceed \$35,000.00

Professional Services from September 30, 2017 to October 27, 2017

Task 200 Inspection
Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	104.00	208.00
Senior Engineer			
Fini, Nicholas	30.00	95.00	2,850.00
Inspector			
Maleski, Theodore	58.00	54.00	3,132.00
Shrieves, Franklin	5.50	54.00	297.00
Totals	95.50		6,487.00
Total Labor			6,487.00

Total this Task **\$6,487.00**

Total this Invoice **\$6,487.00**

Outstanding Invoices

Number	Date	Balance
5	9/29/2017	6,196.50
Total		6,196.50

Billings to Date

	Current	Prior	Total
Labor	6,487.00	26,633.00	33,120.00
Totals	6,487.00	26,633.00	33,120.00

APPROVED FOR PAYMENT

BY:
DATE: 12-1-17

P/O: 2017-00155

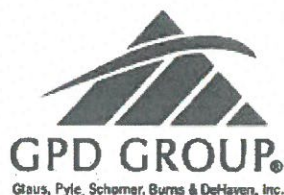
APPROVED FOR PAYMENT

BY:
DATE: 12-1-17

P/O: #4044.00 2017-01727

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

October 27, 2017
 Invoice No: 2017119.12 - 5

Capital

Invoice Total \$104.00

Project 2017119.12 Beachwood - Fire Station #2

P.O.#2017-01991

Service Dept.

Max Not to Exceed \$10,000.00

Professional Services from September 30, 2017 to October 27, 2017

Task 200 Engineering Plan Rev During Const Inspec

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	104.00	104.00
Totals	1.00		104.00
Total Labor			104.00

Total this Task \$104.00

Total this Invoice \$104.00

Outstanding Invoices

Number	Date	Balance
4	9/29/2017	824.00
Total		824.00

Billings to Date

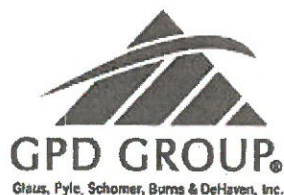
	Current	Prior	Total
Labor	104.00	8,282.00	8,386.00
Totals	104.00	8,282.00	8,386.00

APPROVED FOR PAYMENT

BY: Walter Ciuni
 DATE: 11-21-17
 P/O: 2017-01991

Net 30 days.

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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

October 27, 2017
 Invoice No: 2017119.13 - 4

Invoice Total \$2,191.50

Project 2017119.13 Beachwood - Fiber Optic Relocation - Richmond Rd

Service Dept.
 P.O.#2017-02804
 Max Not to Exceed \$9,000.00

Professional Services from September 30, 2017 to October 27, 2017

Task 100 Engineering

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	6.00	104.00	624.00
Senior Engineer			
Finl, Nicholas	14.50	95.00	1,377.50
Finl, Nicholas	2.00	95.00	190.00
bid book prep			
Totals	22.50		2,191.50
Total Labor			2,191.50

Total this Task \$2,191.50

Total this Invoice \$2,191.50

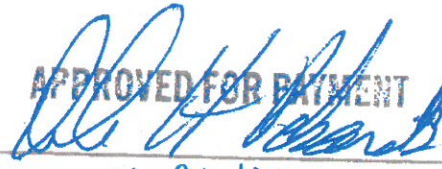
Outstanding Invoices

Number	Date	Balance
3	9/29/2017	2,863.00
Total		2,863.00

Billings to Date

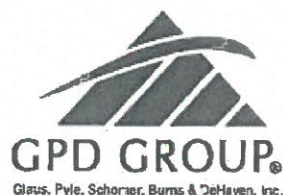
	Current	Prior	Total
Labor	2,191.50	3,396.00	5,587.50
Expense	0.00	2,200.00	2,200.00
Totals	2,191.50	5,596.00	7,787.50

APPROVED FOR PAYMENT

BY: 
 DATE: 11-21-17
 P/O: 2017-02804

Net 30 days.

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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

October 27, 2017
Invoice No: 2017119.14 - 4

Invoice **\$1,936.00**
Total

Project 2017119.14 Beachwood - Dead Tree Surveys - Various Locations

Service Dept.

Professional Services from September 30, 2017 to October 27, 2017

Task 170 Boundary Surveys/Locate Dead Trees
Professional Personnel

	Hours	Rate	Amount
1-Person Crew with Robotic Instrument			
Faulkner, Scott	2.00	88.00	176.00
24611 Tunbridge Lane			
Higgins, Jonathan	10.00	88.00	880.00
24611 Tunbridge Lane			
Higgins, Jonathan	10.00	88.00	880.00
24611 Tunbridge Lane			
Totals	22.00		1,936.00
Total Labor			1,936.00

Total this Task **\$1,936.00**

Total this Invoice **\$1,936.00**

Outstanding Invoices

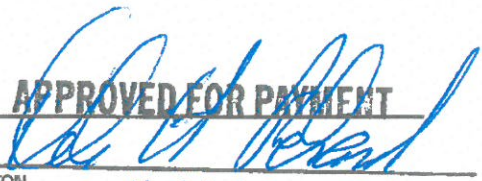
Number	Date	Balance
3	9/29/2017	3,825.00
Total		3,825.00

Billings to Date

	Current	Prior	Total
Labor	1,936.00	9,138.00	11,074.00
Totals	1,936.00	9,138.00	11,074.00

Net 30 days.

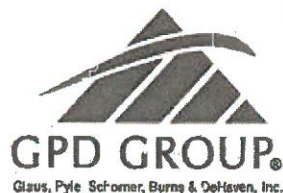
AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YONGE TOWN

BY: 

DATE: 11-21-17

P/O: 2017-00155

APPROVED FOR PAYMENT



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

October 27, 2017
 Invoice No: 2017119.14 - 5

Invoice Total \$75.00

Project 2017119.14 Beachwood - Dead Tree Surveys - Various Locations

Service Dept.

Professional Services from September 30, 2017 to October 27, 2017

Task 170 Boundary Surveys/Locate Dead Trees

Professional Personnel

	Hours	Rate	Amount
Senior Designer			
Provost, Andrew	1.00	75.00	75.00
25371 Bryden			
Totals	1.00		75.00
Total Labor			75.00
Total this Task			\$75.00
Total this Invoice			\$75.00

Outstanding Invoices

Number	Date	Balance
3	9/29/2017	3,825.00
4	10/27/2017	1,936.00
Total		5,761.00

Billings to Date

	Current	Prior	Total
Labor	75.00	11,074.00	11,149.00
Totals	75.00	11,074.00	11,149.00

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

BY:

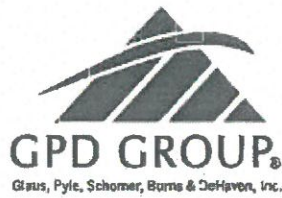
DATE:

P/O:

APPROVED FOR PAYMENT
[Signature]

11-21-17

2017-00155



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

October 27, 2017
 Invoice No: 2017119.14 - 6

Invoice Total \$75.00

Project 2017119.14 Beachwood - Dead Tree Surveys - Various Locations

Service Dept.

Professional Services from September 30, 2017 to October 27, 2017

Task 170 Boundary Surveys/Locate Dead Trees
 Professional Personnel

	Hours	Rate	Amount
Senior Designer			
Provost, Andrew	1.00	75.00	75.00
24596 Maldstone			
Totals	1.00		75.00
Total Labor			75.00
Total this Task			\$75.00
Total this Invoice			\$75.00

Outstanding Invoices

Number	Date	Balance
3	9/29/2017	3,825.00
4	10/27/2017	1,936.00
5	10/27/2017	75.00
Total		5,836.00

Billings to Date

	Current	Prior	Total
Labor	75.00	11,149.00	11,224.00
Totals	75.00	11,149.00	11,224.00

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

BY:

DATE:

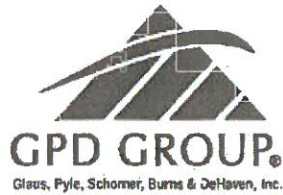
P/O:

APPROVED FOR PAYMENT

[Signature]

11-21-17

2017-00155



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

October 27, 2017
 Invoice No: 2017119.15 - 2

Invoice Total \$156.00

Project 2017119.15 Beachwood - Shaker Median Survey

Service Dept.
 Max Not to Exceed \$2,000.00

Professional Services from September 30, 2017 to October 27, 2017

Task 170 Drainage Relief Swale
 Professional Personnel

	Hours	Rate	Amount
Project Manager			
Clunl, Joseph	1.50	104.00	156.00
Totals	1.50		156.00
Total Labor			156.00
Total this Task			\$156.00
Total this Invoice			\$156.00

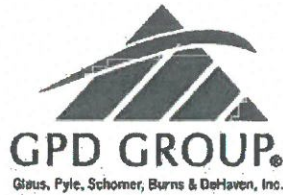
Billings to Date

	Current	Prior	Total
Labor	156.00	1,796.00	1,952.00
Totals	156.00	1,796.00	1,952.00

APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 11-21-17
 P/O: 2017-00155

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

October 27, 2017
 Invoice No: 2017119.17 - 1

Invoice Total \$380.00

Project 2017119.17 Beachwood - Traffic Engineering
 Letter Proposal
 Service Dept.
 Max Not to Exceed \$2,500.00
Professional Services from September 30, 2017 to October 27, 2017

Task 150 Misc. Traffic Engineering
 Professional Personnel

	Hours	Rate	Amount
Senior Engineer			
Gillespie, Ryan	4.00	95.00	380.00
Totals	4.00		380.00
Total Labor			380.00
		Total this Task	\$380.00
		Total this Invoice	\$380.00

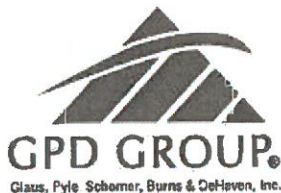
Billings to Date

	Current	Prior	Total
Labor	380.00	0.00	380.00
Totals	380.00	0.00	380.00

APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 11-21-17
 P/O: 2017-00155

Net 30 days.

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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

October 27, 2017

Invoice No: 2017120.01 - 10

Invoice Total \$790.00

Project 2017120.01 Beachwood - General Engineering - Building Department

Building Dept.
 P.O.#2017-00156

Professional Services from September 30, 2017 to October 27, 2017

Task 100 General Meetings

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	104.00	208.00
Ciuni, Joseph	2.00	104.00	208.00
Planning Commission Meeting			
Ciuni, Joseph	1.00	104.00	104.00
Wetlands - Chagrin Highlands			
Totals	5.00		520.00
Total Labor			520.00
Total this Task			\$520.00

Task 200 General Engineering

Professional Personnel

	Hours	Rate	Amount
Design Engineer			
Gorman, Jacqueline	3.00	90.00	270.00
Pulling together plans for Cuy SWCD			
Totals	3.00		270.00
Total Labor			270.00
Total this Task			\$270.00
Total this Invoice			\$790.00

Outstanding Invoices

Number	Date	Balance
8	8/25/2017	270.00

APPROVED FOR PAYMENT

Net 30 days.

BY: Wn

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 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YONKERS

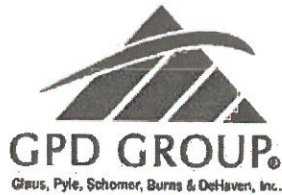
P/O: 2017-00156

11-21-17

Project	2017120.01	Beachwood-General Engineering-Bldg Dept	Invoice	10
	9	9/29/2017	347.00	
	Total		617.00	

Billings to Date

	Current	Prior	Total
Labor	790.00	2,323.50	3,113.50
Totals	790.00	2,323.50	3,113.50



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

*Brickhouse Beachwood
 #2017-25892*

October 27, 2017
 Invoice No: 2017120.06 - 10

Invoice Total	\$666.00
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Project 2017120.06 Beachwood - P&Z 2017-3 Brickhaus Partners Site Plan

Contract Building Dept.

Professional Services from September 30, 2017 to October 27, 2017

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount
Design Engineer			
Wojciechowski, Kevin	.50	90.00	45.00
SWPPP Report Comment Revision			
Inspector			
Shrieves, Franklin	11.50	54.00	621.00
Totals	12.00		666.00
Total Labor			666.00
Total this Task			\$666.00
Total this Invoice			\$666.00

Outstanding Invoices

Number	Date	Balance
9	9/29/2017	1,989.00
Total		1,989.00

Billings to Date

	Current	Prior	Total
Labor	666.00	8,496.50	9,162.50
Expense	0.00	87.40	87.40
Totals	666.00	8,583.90	9,249.90

APPROVED FOR PAYMENT

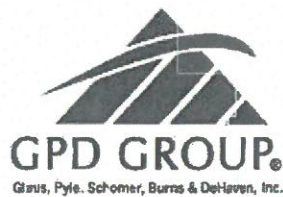
BY: WG

DATE: 11-21-17

PA: 783.000.53130

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

Edward Rose
#2017-26544

October 27, 2017
 Invoice No: 2017120.09 - 8

Invoice Total \$968.00

Project 2017120.09 Beachwood - Rose Senior Living

Building Dept.
 Max Not to Exceed \$7,500.00

Professional Services from September 30, 2017 to October 27, 2017

Task 100 Plan Review - Site Plans
Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Cluni, Joseph	1.00	104.00	104.00	
Design Engineer				
Gorman, Jacqueline	.50	90.00	45.00	
Totals	1.50		149.00	
Total Labor				149.00
Total this Task				\$149.00

Task 200 Inspection
Professional Personnel

	Hours	Rate	Amount	
Design Engineer				
Wojciechowski, Kevin	1.00	90.00	90.00	
SWPPP Report				
Inspector				
Maleski, Theodore	13.50	54.00	729.00	
Totals	14.50		819.00	
Total Labor				819.00
Total this Task				\$819.00
Total this Invoice				\$968.00

Outstanding Invoices

Number	Date	Balance
7	9/29/2017	135.00
Total		135.00

APPROVED FOR PAYMENT
 BY: WG
 DATE: 11-21-17

Net 30 days.

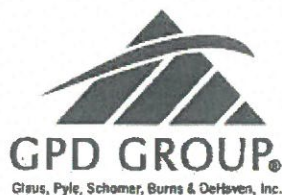
AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

783.000.53150

Project	2017120.09	Beachwood - Rose Senior LHMg	Invoice	8
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Billings to Date

	Current	Prior	Total
Labor	968.00	4,120.00	5,088.00
Totals	968.00	4,120.00	5,088.00



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

*new
 Cleveland Real Estate
 #1793106*

October 27, 2017

Invoice No: 2017120.14 - 2

Invoice Total \$108.00

Project 2017120.14 Beachwood - 2645 Buckhurst - P&Z 2017-6

Building Dept.
 Max Not to Exceed \$500.00

Professional Services from September 30, 2017 to October 27, 2017

Task 100 Plan Review - New Garage

Professional Personnel

	Hours	Rate	Amount
Inspector			
Maleski, Theodore	2.00	54.00	108.00
Totals	2.00		108.00
Total Labor			108.00

Total this Task \$108.00

Total this Invoice \$108.00

Billings to Date

	Current	Prior	Total
Labor	108.00	208.00	316.00
Totals	108.00	208.00	316.00

APPROVED FOR PAYMENT

BY

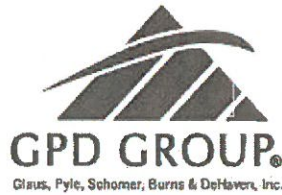
WG

DATE: *11-21-17*

AMOUNT: *783.000.53/30*

Net 30 days.

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 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

Jubilee Healthcare
#2017-26580

October 27, 2017
 Invoice No: 2017120.21 - 7

Invoice Total \$919.00

Project 2017120.21 Beachwood-Encore Medical P&Z 2017-10
 Contract Building Dept.

Professional Services from September 30, 2017 to October 27, 2017

Task 100 Plan Review
 Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	2.00	104.00	208.00	
Design Engineer				
Gorman, Jacqueline	4.00	90.00	360.00	
Totals	6.00		568.00	
Total Labor				568.00
Total this Task				\$568.00

Task 200 Inspection
 Deposit Number 2017-26580
 Professional Personnel

	Hours	Rate	Amount	
Inspector				
Maleski, Theodore	3.00	54.00	162.00	
Shrieves, Franklin	3.50	54.00	189.00	
Totals	6.50		351.00	
Total Labor				351.00
Total this Task				\$351.00

Total this Invoice \$919.00

Outstanding Invoices

Number	Date	Balance
6	10/11/2017	2,878.00
Total		2,878.00

APPROVED FOR PAYMENT
 BY: WA
 DATE: 11-21-17
783,000.53/30

Net 30 days.

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 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2017120.21	Beachwood-Encore Medical P&Z 2017-10	Invoice	7
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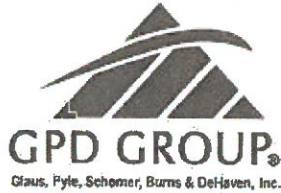
Billings to Date

	Current	Prior	Total
Labor	919.00	6,942.00	7,861.00
Totals	919.00	6,942.00	7,861.00

Net 30 days.

Page 2

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

October 27, 2017
 Invoice No: 2017120.37 - 3

Memo
Artistic renderings
of Ohio
#1793123

Invoice	\$75.00
Total	

Project 2017120.37 Beachwood - 8 Hyde Park - P&Z 2017-20

Contract
 Building Dept.
 Max Not to Exceed \$1,500.00

Professional Services from September 30, 2017 to October 27, 2017

Task 100 Lot Split and Consolidation Plat
 Professional Personnel

	Hours	Rate	Amount	
Senior Designer				
Provost, Andrew	1.00	75.00	75.00	
Plat Recording				
Totals	1.00		75.00	
Total Labor				75.00
		Total this Task		\$75.00
		Total this Invoice		\$75.00

Billings to Date

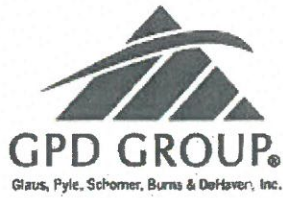
	Current	Prior	Total
Labor	75.00	454.00	529.00
Totals	75.00	454.00	529.00

APPROVED FOR PAYMENT

BY: WG
 DATE: 11-21-17
 PAID: 783.000.53130

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

*Imperial Waterproofing
 #2017-27713*

October 27, 2017

Invoice No: 2017120.42 - 1

Invoice Total \$1,134.00

Project 2017120.42 Beachwood - 24050 Commerce Park

P.O. #2017-25464

Building Dept.

Professional Services from September 30, 2017 to October 27, 2017

Task 100 Plan Review & Inspection

Professional Personnel

	Hours	Rate	Amount
Inspector			
Maleski, Theodore	21.00	54.00	1,134.00
Totals	21.00		1,134.00
Total Labor			1,134.00
Total this Task			\$1,134.00
Total this Invoice			\$1,134.00

Billings to Date

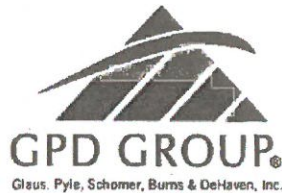
	Current	Prior	Total
Labor	1,134.00	0.00	1,134.00
Totals	1,134.00	0.00	1,134.00

APPROVED FOR PAYMENT

BY: WE
 DATE: 11-21-17
 P# 783.000.53130

Net 30 days.

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 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Larry Helser, Finance Director
 25325 Fairmount Blvd.
 Beachwood, OH 44122

*Memo
 Premier Custom Builders
 #1793125*

October 27, 2017
 Invoice No: 2017120.43 - 1

Invoice Total \$283.00

Project 2017120.43 Beachwood - Lot Consolidation Annesly Rd - P&Z 2017-25
 Max Not to Exceed \$1,000.00
 Building Department
Professional Services from September 30, 2017 to October 27, 2017

Task 100 Plan Review
 Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	104.00	208.00
Senior Designer			
Provost, Andrew	1.00	75.00	75.00
Totals	3.00		283.00
Total Labor			283.00
Total this Task			\$283.00
Total this Invoice			\$283.00

Billings to Date

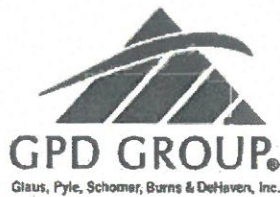
	Current	Prior	Total
Labor	283.00	0.00	283.00
Totals	283.00	0.00	283.00

APPROVED FOR PAYMENT

BY: WG
 DATE: 11-21-17
~~PAID~~ 783.000.53/30

Net 30 days.

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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

Memo
ORG Real Property
#1793129
Kungu

October 27, 2017
 Invoice No: 2017120.44 - 1

Invoice Total \$312.00

Project 2017120.44 Beachwood - ORG New Office Bldg., Park East P&Z 2017-29
 Max Not to Exceed \$7,000.00
 Building Department
 Professional Services from September 30, 2017 to October 27, 2017

Task 100 Plan Review
 Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	3.00	104.00	312.00
Totals	3.00		312.00
Total Labor			312.00
Total this Task			\$312.00
Total this Invoice			\$312.00

Billings to Date

	Current	Prior	Total
Labor	312.00	0.00	312.00
Totals	312.00	0.00	312.00

APPROVED FOR P
 BY: WA
 DATE: 11-21-17
 P#0: 783.000.53130

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

December 1, 2017

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 November 2017 \$1,544.72
(See attached sheet for breakdown)

Total amount due
One Thousand Five Hundred Forty Four Dollars and Seventy-Two Cents \$1,544.72

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



Paul Kowalczyk, MPE #798

APPROVED FOR PAYMENT

BY: Walter Gensert
DATE: 12/7/17
P/O: _____

**City of Beachwood
Plan Examination Services
November 2017 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2017-27960	BW17-58 11/2/17	Sequoia Financial 2000 Auburn Drive, Suite 301 Interior Alterations	2 hours 30 min.	\$208.75
2017-27961	BW17-59 11/3/17	Darrell A. Young Condo Renovation 27500 Cedar Road, Suite 805 Interior Alterations	2 hours	\$167.00
2017-27456	BW17-60 11/3/17	CCF Occupational Onboarding 25900 Science Park Drive Fire Sprinkler System alterations	45 min.	\$62.61
2017-27997	BW17-61 11/3/17	Connections Health Wellness 24200 Chagrin Blvd. Interior Alterations	1 hour	\$83.50
2017-27054	BW17-40.2 11/12/17	Encore Medical Center 25501 Chagrin Blvd. Building Shell and Core	4 hours 30 min.	\$375.75
2017-28046	BW17-62 11/12/17	Cleveland Clinic Family Health Center 26900 Cedar Road, 1 st Floor CT Replacement	3 hours	\$250.50
2017-28008	BW17-63 11/15/17	Cedar Creek Grille 2101 Richmond Road Interior Remodel	1 hour 30 min.	\$125.25
2017-28156	BW17-64 11/28/17	Friedman Condominium 27500 Cedar Road, Unit 809 Interior Renovation	1 hour 30 min.	\$125.25
2017-25904	BW17-26.2 11/28/17	Medical Office Building 23650 Commerce Park Shell Building - Revisions	45 min.	\$62.61
2017-28172	BW17-65 11/30/17	Sprint Park East Drive 3875 Park East Drive Antenna modifications	1 hour	\$83.50
Total:				\$1,544.72

Paul Kowalczyk, MPE #798

Invoice

November 15, 2017

Project No: 21510.00

Invoice No: 0000000032



City of Beachwood
Attn: Patrick Kearns, Fire Chief
2655 Richmond Road
Beachwood, OH 44122

Project 21510.00 Beachwood F.S.- Base Contract

Professional Services from October 01, 2017 to October 31, 2017

Task 001 Beachwood F.S.- Base Contract

Architectural/Engineering services for the design and construction of a new Fire Station, approx. 22,000-26,000 s.f. the scope of services shall include studies and additional architectural services for other projects and facilities as requested by the client.

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	108,575.00	100.00	108,575.00	108,575.00	0.00
Design Development	89,817.30	100.00	89,817.30	89,817.30	0.00
Construction Docs. (Increased)	291,309.65	100.00	291,309.65	291,309.65	0.00
Bidding & Neg.	10,828.55	100.00	10,828.55	10,828.55	0.00
Construction Admin. (Reduced)	64,294.05	100.00	64,294.05	64,294.05	0.00
Add'l CA -Hrly Below	7,067.50	100.00	7,067.50	7,067.50	0.00
Add'l Submittals - Hrly below	13,101.25	100.00	13,101.25	13,101.25	0.00
Post Construction	2,000.00	0.00	0.00	0.00	0.00
Civil Engineers (see below)	76,620.00	91.7641	70,309.62	70,309.62	0.00
Cost Estimating (see below)	52,800.00	100.00	52,800.00	52,800.00	0.00
Traffic Engineer (see below)	4,800.00	100.00	4,800.00	4,800.00	0.00
Geotechnical Eng. (see below)	14,400.00	100.00	14,400.00	14,400.00	0.00
Landscape Arch. (see below)	33,600.00	83.5568	28,075.09	28,075.09	0.00
Commissioning (see below)	26,400.00	0.00	0.00	0.00	0.00
Special Inspections (see below)	78,000.00	35.00	27,300.00	27,300.00	0.00
Training & Operations (see below)	12,000.00	53.625	6,435.00	6,435.00	0.00
Energy Modeling (see below)	30,000.00	100.00	30,000.00	30,000.00	0.00

11250 Roger Bacon Drive
Suite Number Sixteen
Reston, Virginia 20190
703.956.5600 T
703.956.5601 F
www.lewarchitects.com



Project	21510.00	Beachwood F.S.- Base Contract		Invoice	0000000032
URS Add'l CA (see below)	33,000.00	10.00	3,300.00	3,300.00	0.00
Total Fee	948,613.30		822,413.01	822,413.01	0.00
Total Fee				0.00	
Professional Personnel					
			Hours	Rate	Amount
Construction Administration					
Principal Architect PRE					
Erickson, Paul	10/8/2017	3.00	255.00	765.00	
Principal Architect CK					
Kehde, Christopher	10/8/2017	.50	215.00	107.50	
Senior Project Manager					
Franklin, Robert	10/8/2017	4.00	190.00	760.00	
Franklin, Robert	10/15/2017	6.00	190.00	1,140.00	
Franklin, Robert	10/22/2017	2.00	190.00	380.00	
Franklin, Robert	10/29/2017	6.00	190.00	1,140.00	
Franklin, Robert	11/5/2017	8.00	190.00	1,520.00	
Design Staff III					
Seppala, Michael	10/8/2017	2.25	115.00	258.75	
Seppala, Michael	10/15/2017	1.00	115.00	115.00	
Seppala, Michael	10/29/2017	5.00	115.00	575.00	
Seppala, Michael	11/5/2017	3.75	115.00	431.25	
Add'l Submittals/RFIs					
Senior Project Manager					
Franklin, Robert	10/8/2017	4.00	190.00	760.00	
Franklin, Robert	10/15/2017	4.00	190.00	760.00	
Franklin, Robert	10/22/2017	6.00	190.00	1,140.00	
Franklin, Robert	10/29/2017	5.00	190.00	950.00	
Design Staff III					
Seppala, Michael	10/8/2017	1.25	115.00	143.75	
Seppala, Michael	10/15/2017	1.00	115.00	115.00	
Seppala, Michael	10/29/2017	2.00	115.00	230.00	
Seppala, Michael	11/5/2017	1.25	115.00	143.75	
Totals		66.00		11,435.00	
Total Labor					11,435.00
Reimbursable Expenses					
Mileage/Travel					
10/25/2017	Bank of America	10/09 - United Clev. - Rob		198.40	
10/30/2017	Franklin, Robert	Ca vist		89.28	
10/30/2017	Franklin, Robert	CA Visit		33.33	
Reproductions					
10/15/2017	ABC Imaging of Virginia, L.L.C.	Inv. # 9275324		.61	
Total Reimbursables			1.1 times	319.62	351.58
Total this Task				\$11,786.58	



Project	21510.00	Beachwood F.S.- Base Contract	Invoice	0000000032
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Outstanding Invoices

Number	Date	Balance
0000000031	10/19/2017	12,782.15
Total		12,782.15

Total Now Due \$24,568.73

Billings to Date

	Current	Prior	Total	Received
Fee	0.00	651,495.05	651,495.05	
Labor	11,435.00	20,168.75	31,603.75	
Reimb Consult.	0.00	181,625.70	181,625.70	
Reimb. Exp.	351.58	17,417.36	17,768.94	
Interest	0.00	39.57	39.57	
Totals	11,786.58	870,746.43	882,533.01	857,964.28

Task 002 Beachwood F.S.- Dispatch Center

Architectural services for an initial study for a Dispatch Center for the Beachwood F.S.

Per Amendment #3 Initial Architectural/Engineering services will be to prepare a concept plan to test the feasibility of a dispatch center and supporting spaces on the first floor in Station No.2.

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Conceptual Study	25,000.00	100.00	25,000.00	25,000.00	0.00
Sch.Des/Constr. Docs - Architectural	48,163.00	100.00	48,163.00	48,163.00	0.00
Sch.Des./Constr.Docs - Consultant	46,837.00	100.00	46,837.00	46,837.00	0.00
Total Fee	120,000.00		120,000.00	120,000.00	0.00
		Total Fee			0.00
			Total this Task		0.00

Billings to Date

	Current	Prior	Total	Received
Fee	0.00	120,000.00	120,000.00	
Reimb. Exp.	0.00	10,951.10	10,951.10	
Totals	0.00	130,951.10	130,951.10	130,951.10

TOTAL THIS INVOICE \$11,786.58

E-mail Invoices to Accounts@beachwoodohio.com

Pat M...
11-29-17

File



Project	21510.00	Beachwood F.S. - Base Contract	Invoice	0000000032
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Authorized By: Christopher Kehde Date: 11/15/17
Christopher Kehde *CSK*

For billing questions contact Ms. Efty Anthony at EAnthony@Lewarchitects.com within 10 days of issuance of invoice. After that all invoices are deemed final. Invoices are due upon receipt. Interest will be added to all invoices not paid within 30 days, in accordance to agreement.

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

November 17, 2017

FED ID # 46-3453684

P.O. # 2017-02032

INV # BW-1762

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

Meeting with H. Jones and W. Griswold (11/8/17)

G. Smerigan 2.0 Hours @ \$110.00 / hour \$220.00

TOTAL DUE THIS INVOICE

\$220.00

Thank you,

APPROVED FOR PAYMENT

BY: Will Grunell
DATE: 11/27/11
P/O: _____



George Smerigan
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

November 17, 2017

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1763

For professional services rendered as follows:

Architectural Review Board Meeting (11/6/17)

G. Smerigan	1.0 Hours	@	\$110.00 / hour	\$110.00	
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Town Center Plan Meetings (10/31/17 & 11/16/17)

G. Smerigan	4.0 Hours	@	\$110.00 / hour	\$440.00
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TOTAL DUE THIS INVOICE

\$550.00 

Thank you,



George Smerigan
Managing Member

APPROVED FOR PAYMENT

BY: Willie Gravel
DATE: 11/27/17
P/O: _____

AN ORDINANCE MAKING TEMPORARY APPROPRIATIONS FOR CURRENT EXPENDITURES AND OTHER EXPENSES OF THE CITY OF BEACHWOOD, STATE OF OHIO, FOR THE FISCAL YEAR 2018, JANUARY 1, 2018 TO DECEMBER 31, 2018, INCLUSIVE; AND DECLARING THIS TO BE AN URGENT MEASURE

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

Section 1: To provide for the current expenses and other expenditures of the City of Beachwood for the fiscal year ending December 31, 2018, that the following sums be and they are hereby set aside and temporarily appropriated, as provided for in Ohio Revised Code Section 5705.38 and as detailed on the Memorandum of the Finance Director to the Mayor dated December 7, 2017, attached hereto and made a part hereof.

Section 2: The Mayor and Finance Director are hereby authorized and directed to pay all claims in accordance with Ordinance No. 1996-118, passed by Council on June 17, 1996, which authorizes the Mayor and Finance Director to pay bills on a regular basis and to report to Council regarding City disbursements, and Ordinance No. 1998-264, passed December 7, 1998, for payment of utilities.

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

Section 4: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City; further necessity existing because temporary appropriation of these sums will provide for the current expenses and other expenditures of the said City of Beachwood for the fiscal year ending December 31, 2018.

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

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

TO: Mayor Merle S. Gorden
FROM: Larry A. Heiser, Finance Director *LAH*
RE: Final year-end budget amendments
DATE: December 7, 2017

Please see the attached memo from Michelle Kaplan regarding final 2017 budget amendments. All of these adjustments are needed for the City to comply with State budgetary requirements. Those items highlighted are the only changes.

With your approval I would like to place this budget amendment on the December 18, 2017 Council Agenda.

Please let me know if you have any questions.

Thank You.

APPROVED BY MAYOR FOR
NEXT COUNCIL AGENDA

SIGNATURE

DATE

Merle S. Gorden
12-7-17

AN ORDINANCE AMENDING APPROPRIATIONS FOR CURRENT EXPENDITURES AND OTHER EXPENSES OF THE CITY OF BEACHWOOD, STATE OF OHIO, FOR THE FISCAL YEAR 2017, JANUARY 1, 2017 TO DECEMBER 31, 2017, INCLUSIVE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Director of Finance has requested to increase the amount of appropriations in the General Fund (101) for Salary and Benefits in an amount not to exceed One Hundred Thirty Thousand Dollars and No/Cents. (\$130,000.00). This increase will be offset by the decrease of One Hundred Thirty Thousand Dollars and No/Cents (\$130,000.00) as reflected in the decrease in other funds, and;

WHEREAS, this amendment is needed for overtime expenses that have been exceeded in the budget; and

WHEREAS, the Director of Finance has also requested to increase or decrease the amount of appropriations as detailed below; and

Blossom Street Lights – Increased by \$450.00
George Zeiger Street Lights – Increased by \$3,600.00
Federal Equitable Sharing Fund – Decreased by \$190,000.00
Law Enforcement Trust Fund – Decreased by \$125,000.00
Omnova Fund – Increased by \$2,145.00

WHEREAS, City Council approved Ordinance Number 2017-105 on August 14, 2017 authorizing the appropriations for current expenditures and other expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2017, January 1, 2017 to December 31, 2017, inclusive, and.

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

Section 1: Council amends the current expenses and other expenditures of the City of Beachwood for the fiscal year ending December 31, 2017, as detailed in the memorandum attached hereto and made of part hereof for all purposes.

Section 2: The Mayor and Finance Director are hereby authorized and directed to pay all claims in accordance with Ordinance No. 1996-118, passed by Council on June 17, 1996, which authorizes the Mayor and Finance Director to pay bills on a regular basis and to report to Council regarding City disbursements and Ordinance No. 1998-264, passed December 7, 1998, for payment of utilities.

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

Section 4: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health, safety, and welfare or the efficient operation of the City; further necessity existing because appropriation of these sums will provide for the current expenses and other expenditures of the said City of Beachwood for the fiscal year ending December 31, 2017.

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

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

TO: Larry Heiser, Finance Director
FROM: Michelle Kaplan, Assistant Finance Director *mk*
RE: 2017 Revised Appropriations
DATE: December 7, 2017

I would like to request the following appropriation changes:

General Fund:

Fire Department – Overtime expenses have exceeded the amount budgeted. Appropriations for overtime should be increased by \$130,000. However, this increase will be offset by a decrease in other non-salary line items.

Other Funds:

Blossom Street Lights – Appropriations need to be increased by \$450.00.

George Zeiger Street Lights – Appropriations need to be increased by \$3,600.00.

Federal Equitable Sharing Fund – Appropriations need to be decreased by \$190,000.00.

Law Enforcement Trust Fund – Appropriations need to be decreased by \$125,000.00.

Omnova Fund – Appropriations need to be increased by \$2,145.00.

I am requesting these adjustments be placed on the December 18, 2017 Council agenda.

**City of Beachwood
2017 Appropriations**

General Fund	Department	Wages & Benefits	Other	Total
	101 Council	\$ 127,400	\$ 92,500	\$ 219,900
	121 Mayor	\$ 523,216	\$ 188,800	\$ 712,016
	122 Economic Development	\$ 279,300	\$ 485,500	\$ 764,800
	131 Finance Department	\$ 1,429,500	\$ 14,797,645	\$ 16,227,145
	141 Law Department	\$ 570,900	\$ 200,200	\$ 771,100
	221 Police	\$ 9,342,900	\$ 1,214,050	\$ 10,556,950
	231 Fire	\$ 7,336,500	\$ 413,300	\$ 7,749,800
	341 Service Administration	\$ 6,764,800	\$ 4,179,100	\$ 10,943,900
	441 Human Services	\$ 383,000	\$ 381,100	\$ 764,100
	511 Recreation Administration	\$ 850,100	\$ 537,500	\$ 1,387,600
	512 Camps	\$ 322,800	\$ 194,300	\$ 517,100
	514 Sports	\$ 25,500	\$ 65,200	\$ 90,700
	519 Other Programs	\$ 85,200	\$ 95,200	\$ 180,400
	531 Pools and Parks	\$ 281,200	\$ 333,600	\$ 614,800
	611 Building	\$ 1,139,900	\$ 91,300	\$ 1,231,200
	Total General Fund			\$ 52,731,511
Special Revenue Fund	Fund #			
	211 Street Construction Maint. & Repair	\$ -	\$ 700,000	\$ 700,000
	212 State Highway	\$ -	\$ 175,000	\$ 175,000
	231 Mayor's Court Improvement	\$ -	\$ 50,000	\$ 50,000
	241 Federal Equitable Sharing	\$ -	\$ 300,000	\$ 300,000
	243 Drug Law Enforcement	\$ -	\$ 25,000	\$ 25,000
	261 Blossom Lane Street Lights	\$ -	\$ 1,650	\$ 1,650
	262 George Zieger Drive Street Lights	\$ -	\$ 18,600	\$ 18,600
	291 Eaton TIF Fund	\$ -	\$ 4,000,000	\$ 4,000,000
	292 Omnova TIF Fund	\$ -	\$ 352,955	\$ 352,955
	Total Special Revenue Fund			\$ 5,623,205
Debt Service Fund	Fund #			
	331 General Bond Retirement	\$ -	\$ 2,525,000	\$ 2,525,000
	Total Debt Service Fund			\$ 2,525,000
Capital Improvement Fund	Fund #			
	441 Capital Improvement	\$ -	\$ 16,595,000	\$ 16,595,000
	Total Capital Improvement			\$ 16,595,000
Internal Service Fund	Fund #			
	501 Workers' Compensation Self Insurance	\$ -	\$ 250,000	\$ 250,000
	Total Internal Service Fund			\$ 250,000
Trust and Agency Funds	Fund #			
	784 Police Pension Fund	\$ -	\$ 220,000	\$ 220,000
	Total Trust and Agency Funds			\$ 220,000
TOTAL 2017 APPROPRIATIONS				\$ 77,944,716

(Finance appropriation includes a \$1,761,000 transfer to Debt Service Fund, and \$11,000,000 transfer to the Capital Improvement Fund)

Passed: December 18, 2017, Ord. No. 2017-XXX

City of Beachwood
2018 Appropriations

General Fund	Department	Wages & Benefits	Other	Total
	101 Council	\$ 127,400	\$ 93,200	\$ 220,600
	121 Mayor	\$ 513,400	\$ 134,300	\$ 647,700
	122 Economic Development	\$ 279,300	\$ 446,200	\$ 725,500
	131 Finance Department	\$ 1,586,300	\$ 5,796,900	\$ 7,383,200
	141 Law Department	\$ 423,000	\$ 197,400	\$ 620,400
	221 Police	\$ 9,642,400	\$ 1,158,400	\$ 10,800,800
	231 Fire	\$ 7,599,600	\$ 560,800	\$ 8,160,400
	341 Service Administration	\$ 6,717,900	\$ 3,562,800	\$ 10,280,700
	441 Human Services	\$ 404,600	\$ 288,100	\$ 692,700
	511 Recreation Administration	\$ 877,400	\$ 545,700	\$ 1,423,100
	512 Camps	\$ 347,400	\$ 189,300	\$ 536,700
	514 Sports	\$ 17,400	\$ 63,800	\$ 81,200
	519 Other Programs	\$ 88,600	\$ 96,800	\$ 185,400
	531 Pools and Parks	\$ 280,900	\$ 315,500	\$ 596,400
	611 Building	\$ 1,187,800	\$ 121,300	\$ 1,309,100
	Total General Fund			\$ 43,663,900
Special Revenue Fund	Fund #			
	211 Street Construction Maint. & Repair	\$ -	\$ 1,300,000	\$ 1,300,000
	212 State Highway	\$ -	\$ 200,000	\$ 200,000
	231 Mayor's Court Improvement	\$ -	\$ 50,000	\$ 50,000
	241 Federal Equitable Sharing	\$ -	\$ 200,000	\$ 200,000
	243 Drug Law Enforcement	\$ -	\$ 100,000	\$ 100,000
	261 Blossom Lane Street Lights	\$ -	\$ 1,640	\$ 1,640
	262 George Zieger Drive Street Lights	\$ -	\$ 18,800	\$ 18,800
	291 Eaton TIF Fund	\$ -	\$ 4,000,000	\$ 4,000,000
	292 Omnova TIF Fund	\$ -	\$ 355,000	\$ 355,000
	Total Special Revenue Fund			\$ 6,225,440
Debt Service Fund	Fund #			
	331 General Bond Retirement	\$ -	\$ 2,358,000	\$ 2,358,000
	Total Debt Service Fund			\$ 2,358,000
Capital Improvement Fund	Fund #			
	441 Capital Improvement	\$ -	\$ 5,000,000	\$ 5,000,000
	Total Capital Improvement			\$ 5,000,000
Internal Service Fund	Fund #			
	501 Workers' Compensation Self Insurance	\$ -	\$ 250,000	\$ 250,000
	Total Internal Service Fund			\$ 250,000
Trust and Agency Funds	Fund #			
	784 Police Pension Fund	\$ -	\$ 248,000	\$ 248,000
	Total Trust and Agency Funds			\$ 248,000
TOTAL 2018 APPROPRIATIONS				\$ 57,745,340

(Finance appropriation includes a \$2,000,000 transfer to Debt Service Fund, and \$2,000,000 transfer to the Capital Improvement Fund)

Passed: December 18, 2017, Ord. No. 2017-XXX

INTRODUCED BY: B. Linick

ORDINANCE NO. 2017-160

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE ONE (1) VEEAM BACKUP AND REPLICATION SYSTEM FOR THE CITY OF BEACHWOOD FROM BPI INFORMATION SYSTEMS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Finance Director has recommended the purchase of one (1) VEEAM Backup and Replication System for the City of Beachwood as outlined in his Memorandum to the Mayor dated December 7, 2017; and

WHEREAS, three quotes were received and BPI Information Systems was the lowest and best quote received in an amount not to exceed Thirty-Four Thousand One Hundred Sixty Dollars and No/Cents (\$34,160.00) which includes the VEEAM licensing with a one (1) year support option.

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 as outlined in his Memorandum dated December 7, 2017, the Mayor is hereby authorized to issue a purchase order to BPI Information Systems in an amount not to exceed Thirty-Four Thousand One Hundred Sixty Dollars and No/Cents (\$34,160.00) including the VEEAM licensing with a one (1) year support option.

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 declared to be an urgent measure which is immediately necessary for the public peace, health, 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 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

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Merle S. Gorden
FROM: Larry A. Heiser, Finance Director *LAH*
RE: VEEAM Backup
DATE: December 7, 2017

With your approval I would like to add an ordinance for the purchase of a VEEAM backup and replication system to the December 18, 2017 Council Agenda. Veeam provides fast, flexible and reliable recovery of virtualized applications and data, unifying backup and replication. This system is used by the entire City and the new system will allow for a Disaster recovery site at the new Safety Center.

I have attached the memo from Craig Kaufman recommending this upgrade along with the 3 quotes.

Please let me know if you have any questions.

Thank You.

APPROVED BY MAYOR FOR
NEXT COUNCIL AGENDA
SIGNATURE *Merle S. Gorden*
DATE *12-7-17*

Memorandum

To: Larry Heiser, Finance Director
From: Craig Kaufman, IT Manager
Subject: VEEM Backup and DR Software
Date: December 7, 2017

The current backup system is using tape and is outdated. We are recommending VEEM to replace the current system. This software will allow us to backup electronically and also create a Disaster recovery site at the New Fire station. Please find the attached quotes for VEEM.

It is my recommendations that we purchase the VEEM BPI Information Systems with the 3 Year Support Option for the amount of \$19,040.00.



BPI Information Systems
6055 West Snowville Road
Brecksville, OH 44141
Phone: 440-717-4112
Fax: 440-717-4135

Quotation

Quote: BPIQ23024-02	Veeam Licensing Solution Options	Date: 10/30/2017
Prepared By: Morgan McCausland	440-717-4112	mmccausland@bpiohio.com

Bill To: City of Beachwood
Craig Kaufman
25325 Fairmount Blvd.
Beachwood, OH 44122

Phone: (216) 595-3711
Fax:

Ship To: City of Beachwood
Craig Kaufman
25325 Fairmount Blvd.
Beachwood, OH 44122

Phone: (216) 595-3711
Fax:

Qty	Description	Unit Price	Extended
1	Veeam Licensing with 1 Year Support Option (14) Veeam Backup & Replication Enterprise for VMware - Public Sector - Electronic - PC Includes 1 Year Basic Support for 12 Sockets	\$15,120.00	\$15,120.00
1	Veeam Licensing with 3 Year Support Option (14) Veeam Backup & Replication Enterprise for VMware - Public Sector - Electronic - PC Includes 1 Year Basic Support for 12 Sockets (14) Veeam 2 additional years of Basic maintenance prepaid for Veeam Backup & Replication Enterprise for VMware - 12 x 5 - Maintenance - Electronic Service	\$19,040.00	\$19,040.00

Please contact me if I can be of further assistance.

Pricing on this quotation is valid for 10 days and excludes shipping charges to your location.

Subtotal	\$34,160.00
Sales Tax	\$0.00
TOTAL	\$34,160.00

To order, please sign and return this quotation.

Thank you for your inquiry.

Name: _____ Date: _____ PO: _____



Pricing Proposal
Quotation #: 13521955
Created On: 5/23/2017
Valid Until: 5/31/2017

CITY OF BEACHWOOD

AJ Allen

25325 Fairmount Blvd
Beachwood, OH 44122
United States
Phone: (216) 595-3405
Fax:
Email: AJ.Allen@beachwoodohio.com

SHI Account Executive

Patrick Swinarski

300 Davidson Avenue
Somerset, NJ 08873
Phone: 732-652-0314
Fax: 732-564-8224
Email: Pat_Swinarski@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Veeam Backup & Replication Enterprise for Vmware - License - 1 CPU socket - public sector - ESD Veeam Software - Part#: P-VBRENT-VS-P0000-00	12	\$1,127.91	\$13,534.92
2 Veeam Standard Support - Technical support - for Veeam Backup & Replication Enterprise for VMware - prepaid - phone consulting - 2 years - 12x5 Veeam Software - Part#: V-VBRENT-VS-P02YP-00	12	\$445.92	\$5,351.04
Subtotal			\$18,885.96
Shipping			\$0.00
*Tax			\$0.00
Total			\$18,885.96

*Tax is estimated. Invoice will include the full and final tax due.

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.

Veeam Backup & Replication - License including 3- Years Basic Support

Prepared By Logicalis for:
City of Beachwood

*To the attention of :
AJ Allen
City of Beachwood
25325 Fairmount Blvd
Beachwood, Ohio 44122
Tel: (216) 595-3405
Email: aj.allen@beachwoodohio.com*

May 23, 2017

Pricing Summary

The following is a price summary of Logicalis' proposed solution.

Price Summary	Amount
Software	\$14,496.84
Software Maintenance	\$5,725.20



Logicalis offers a range of services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. We provide a variety of assessments and health checks, perfect for those who need help determining what the next steps are. Find out more at www.us.logicalis.com



Ask us about Logicalis Leasing Solutions—a value-added service tailored to our customers. Leasing offers strategic, operational and financial benefits that can help meet your company's goals and get your project funded. Logicalis financing experts work with more than a dozen trusted leasing partners to assist you as our valued customer. We can deliver competitive rates and flexible terms and make the leasing process easy. Learn more today at www.us.logicalis.com/solutions-and-services/logicalis-financial-services/

Quotation

Customer Name & Address	Logicalis Account Executive
AJ Allen City of Beachwood 25325 Fairmount Blvd Beachwood, Ohio 44122 (216) 595-3405 aj.allen@beachwoodohio.com	Shawn O'Leary Cleveland, (330) 714-5003 shawn.oleary@us.logicalis.com
Bill To Address	Ship to Address

Quotation expiration date: June 19, 2017

Item	Qty	Part Number	Description	Unit Price	Extended Price
Products					
<i>Ship to:</i>					
1	12	P-VBRENT-VS-P0000-00	VEEAMBackup and Replication Enterprise Edition Licenses with 1-Year Basic (8-8, M-F) Support	\$1,208.07	\$14,496.84
2	12	V-VBRENT-VS-P02YP-00	2 Additional Years of Basic Maintenance Prepaid for VEEAM Backup & Replication Enterprise For VMware	\$477.10	\$5,725.20
<i>Products Subtotal</i>					\$20,222.04

Grand Total	
Subtotal:	\$20,222.04
Grand Total:	\$20,222.04

Terms and Conditions

Terms Applicable to All Sales

1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
2. All items not specifically included in this document are out of scope.
3. Prices are valid for 30 days from date of the document unless otherwise stated.
4. The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Product Sales

1. Logicalis' Terms and Conditions of Sale, found at us.logicalis.com/tcsales, are incorporated herein by reference.
2. Any variation in quantity or requested delivery may result in price changes.
3. Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis.
4. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fees for specifying carriers and same day shipments.
5. Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.

Quotation Acceptance

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer. This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this document. Any reference to a Customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:
City of Beachwood

Accepted By:
Logicalis, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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AN ORDINANCE ACCEPTING THE QUOTATION FROM CONVERGINT TECHNOLOGIES LLC FOR THE PURCHASE OF A NEW NETWORK VIDEO RECORDER (NVR) AND MANAGEMENT SYSTEM; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Finance Director has recommended the purchase of a new Network Video Recorder and Management System as outlined in his Memorandum to the Mayor dated December 12, 2017; and

WHEREAS, the purchase amount is Thirty One Thousand Six Hundred Thirty Seven Dollars and Forty Seven Cents (\$31,637.47); and

WHEREAS, Convergent Technologies, LLC pricing is in accordance with National Joint Powers Alliance (NJPA) to which Beachwood is a member, and such price has been competitively bid.

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 quotation received from Convergent Technologies, LLC, the Mayor is authorized to purchase a new Network Video Recorder and Management System for Thirty One Thousand Six Hundred Thirty Seven Dollars and Forty Seven Cents (\$31,637.47).

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, safety, or the efficient operation of the City; such necessity existing for the further reason that it is necessary to have said equipment available for use at the earliest time to serve the public safety and welfare.

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

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

TO: Mayor Merle S. Gorden
FROM: Larry A. Heiser, Finance Director *LAH*
RE: Network Video Recorder
DATE: December 12, 2017

With your approval I would like to add an ordinance for the purchase of a Network Video Recorder (NVR) to the December 18, 2017 Council Agenda. As you are aware the City has had numerous video recording issues this past year. With new cameras we also want to install a video management system to properly save videos electronically.

I have attached the memo from Craig Kaufman recommending this upgrade along with the 3 quotes.

I am also recommending the purchase of NVRs and Management system from Convergent Technologies for the amount of \$31,637.47

Please let me know if you have any questions.

Thank You.

APPROVED BY MAYOR FOR
NEXT COUNCIL AGENDA.

SIGNATURE



DATE

12-12-17

12-12 cc: L.H.

Memorandum

To: Larry Heiser, Finance Director
From: Craig Kaufman, IT Manager
Subject: VMS and Cameras
Date: December 7, 2017

The current Security NVRs throughout City Hall, Fire Station 1, and Service Garage are outdated and in need of replacement. Due to the age of this equipment I am requesting to replace the NVRs with new ones and also add a Video Management System. The Video Management System will allow the Police Department to save videos electronically instead of using DVDs. This will also allow us to better control of access to cameras.

Please find the attached quotes for the NVRs and Video Management System. The pricing is on NJPA contract #031517-CTL.

It is my recommendations that we purchase the NVRs and Video Management System from Convergent Technologies for the amount of \$31637.47.



7792 Capital Blvd., Macedonia, Ohio 44056
Phone 330.748.8109 Mobile 330.224.1841
tj.ammond@convergent.com

December 8, 2017

City of Beachwood
City Building

25325 Fairmont Blvd Beachwood, Ohio 44122
Attention: Craig Kaufman

Quotation: TA01069713P
RFP#:
NJPA Contract No.:
License/Cert 031517-CTL

Reference: CCTV Upgrade - Salient 30 Day Storage

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergent Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs.

Scope of Work

Convergent Technologies will install new NVR's to replace the existing Verint encoders and Dedicated Micros recorders. The proposal was constructed with the following information:

63 Analog cameras at the **City Building**
5 Mic Inputs at **City Hall**
14 IP cameras – 13 traffic + 1 IP camera at the **Park**
8 analog cameras at **Fire Station 1**
6 analog cameras at the **Service Garage**

This configuration will provide 30 days of storage at each location.

Assumptions and Clarifications

- All video storage was estimated as follows
 - 8FPS per camera
 - 60% motion recording
 - Traffic cameras 30 FPS
 - 100% motion

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1			Off Contract Items		
2			City Hall		
3	1.00	SJ-AAP16	16CAM 1URACK MNTCOAX PTCHPANEL	\$ 62.21	\$ 62.21
4	2.00	SJ-BL12T3C	BNDLD CHOICE12TB3YRWRTY32HPRO	\$ 8,134.27	\$ 16,268.54
5	1.00	SJ-AAP32	32CAM 2URACK MNTCOAX PTCHPANEL	\$ 110.07	\$ 110.07
6	12.00	SJ-CPI	CV PRO IP CAMER LICENSE	\$ 143.57	\$ 1,722.84
7	1.00	AXIS P7216 VIDEO ENCODER 0542-004	Sixteen-channel video encoder. Dual streaming H.264 and Motion JPEG on all channels. Max D1 resolution at 30/25 (NTSC/PAL) fps on all streams. Video motion detection. Active tampering alarm. Two-way audio with audio detection. SFP slot for optional fiber connection and/or network redundancy. Unit includes 4 x micro SD card slots for edge storage. PTZ support. Unit has 4 x ARTPEC chips and 4 x IP addresses. Includes power supply.	\$ 1,298.99	\$ 1,298.99
8			Service Garage		
9	1.00	SJ-AAP16	16CAM 1URACK MNTCOAX PTCHPANEL	\$ 62.21	\$ 62.21
10	1.00	SJ-PLN02T3B	POWER CHOICE LP 2TB	\$ 2,572.84	\$ 2,572.84
11			Fire Station #1		
12	1.00	SJ-PLN02T3B	POWER CHOICE LP 2TB	\$ 2,572.84	\$ 2,572.84
13	1.00	SJ-AAP16	16CAM 1URACK MNTCOAX PTCHPANEL	\$ 67.86	\$ 67.86
14			All Labor is priced IAW our NJPA 031517-CTL contract		

Equipment Total
Total Labor
Freight
Tax (if applicable)
Total Project Price

\$	24,738.40
\$	6,644.30
\$	254.77
\$	0.00
\$	31,637.47

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does include applicable tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Pricing assumes free and unabstracted access to site and working locations unless otherwise noted.
13. Any delays not caused by Convergent, which results in downtime, will result in a price adjustment at the current labor rate per person.

Performance Items

Items Included	
Installation of Video Recorders (DVR/NVR)	Material (listed in the BOM)
One-Year Warranty on Labor	One-Year Warranty on Parts
Operations & Maintenance Manuals	Owner to Provide Static IP Addresses
Owner Training	Project Management
Servers by Convergent	System Programming
Testing of all Proposed Devices	Workstations by Others

Total Project Investment:

\$ 31,637.47

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

TJ Ammond
Convergent Technologies
TJ Ammond

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Craig Kaufman

Customer Name (Printed)

December 8, 2017

Date

Authorized Signature

Title

Convergent Technologies' Install Terms & Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or system failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifteen (15%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, Convergent Technologies' Install Terms & Conditions

Version 1.08 November 2015

but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence / aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

Version 1.08 November 2015



3529 Delta Rd * Erlanger, Kentucky 41018 * Phone 859-282-5020

PROPOSAL

Monday, December 4, 2017

Company Name: City of Beechwood

Project Title: Camera Upgrade

Attn: AJ Allen

Project Scope:

1. HAVC Inlet Camera Installation:

- Provide labor, parts and equipment necessary to install new camera technology for the City of Beechwood. The equipment listed is what we will install.
- Site walk through needed before final Bill of material is requested.

- Equipment List:

City Hall

- 2 ea. Salient Bundled Choice 12 TB Servers with 12 Salient camera licenses
- 1 ea. Axis 16 channel Video Encoder
- 1 ea. Installation.

Service Garage

- 1 ea. Salient Bundled Power Choice LP 2 TB Storage server w/ patch panel
- 1 ea. Installation.

Fire Station

- 1 ea. Salient Bundled Power Choice LP 2 TB Storage server w/ patch panel
- 1 ea. Installation.

- Installation, Programming and testing are included.



3529 Delta Rd * Erlanger, Kentucky 41018 * Phone 859-282-5020

2. System Warranty:

- The installation of the above described equipment will carry a one-year warranty. Warranty work will be performed during normal business hours.

Total Tax Excluded-----\$38,500.00

T.J. Dooley
Ginter Electric
3529 Delta Rd
Erlanger KY, 41018

Approved by: _____
Date Approved: _____



November 27, 2017

City of Beachwood
AJ Allen

RE: Camera Upgrade Proposal for City of Beachwood

Dear AJ,

Equipment Proposal:

Citywide Solutions Inc. (CSI) proposes to install new camera technology for the City of Beachwood. The equipment listed is what we will install. Preinstallation to be done by others. This is a budgetary proposal and a walk through will be needed before order.

Equipment List:

City Hall

- 2 ea. Salient Bundled Choice 12 TB Servers with 12 Salient camera licenses
- 1 ea. Axis 16 channel Video Encoder
- 1 ea. Installation

Service Garage

- 1 ea. Salient Bundled Power Choice LP 2 TB Storage server w/ patch panel
- 1 ea. Installation

Fire Station

- 1 ea. Salient Bundled Power Choice LP 2 TB Storage server w/ patch panel
- 1 ea. Installation

Total Proposal Cost: **\$33,500.00**

***** Does not include tax. Please add if applicable*****

CSI Installation Responsibilities

- Provide all equipment as listed.
- Mount all equipment
- Program and test all equipment.

Owner's Responsibilities

- Provide needed permits, if applicable.
- Owner responsible for all electric requirements
- Owner to provide all conduit raceways to equipment.

Best regards,

Marty Loncar
440 867-4404 -
Owner - Citywide Solutions, Inc.

www.citywidesolutionsinc.com

Cleveland	Columbus
6801 Hopkins Road	5909 Brookmont Dr.
Mentor, OH 44060	Hilliard, OH 43026
Phone: 440 867-4404	Phone: 614 203-4306

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

TO: Larry Heiser, Finance Director
FROM: Michelle Kaplan, Assistant Finance Director *MLK*
RE: 2017 Revised Appropriations
DATE: December 7, 2017

I would like to request the following appropriation changes:

General Fund:

Fire Department – Overtime expenses have exceeded the amount budgeted. Appropriations for overtime should be increased by \$130,000. However, this increase will be offset by a decrease in other non-salary line items.

Other Funds:

Blossom Street Lights – Appropriations need to be increased by \$450.00.

George Zeiger Street Lights – Appropriations need to be increased by \$3,600.00.

Federal Equitable Sharing Fund – Appropriations need to be decreased by \$190,000.00.

Law Enforcement Trust Fund – Appropriations need to be decreased by \$125,000.00.

Omnova Fund – Appropriations need to be increased by \$2,145.00.

I am requesting these adjustments be placed on the December 18, 2017 Council agenda.

APPROVED BY MAYOR FOR
NEXT COUNCIL AGENDA.

SIGNATURE

DATE

Mark S. Cuda
12-13-17

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

Motion

TO: Mayor Merle S. Gorden
FROM: Larry A. Heiser, Finance Director *LAH*
RE: Health Care
DATE: December 6, 2017

Mayor – There are several Health Insurance related items to bring to Council. There are no other changes being considered to the current Health Insurance plan offering.

- 1) Wellness program: The City is implementing a wellness program city-wide. Each employee and spouse will be required to obtain a yearly wellness/physical exam. The City will provide an opportunity for a wellness clinic during the year for those persons without a regular physician. Employees and spouses not complying with this requirement will be charged an additional \$100 per month per employee/spouse until the requirement is fulfilled.
- 2) Smoking: Beginning August 1, 2018 each employee and spouse (if applicable) will be subject to a \$50 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 confirming they are not nicotine users. For nicotine users, the City will support nicotine cessation alternatives.
- 3) Insurance payouts: 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.

With your approval I would like to place this Health Care plan change on the December 18th Council Agenda.

Please let me know if you have any questions.

Thank You.

APPROVED BY MAYOR FOR
NEXT COUNCIL AGENDA

SIGNATURE

DATE

Merle S. Gorden
12-6-17

Potential Savings from insurance payouts

	Monthly			Yearly City Net Savings per individual
	payout	Family Insurance Cost	Single Insurance Cost	City Savings
Married to Single coverage	300	1480.95	742.95	738
Married to no coverage	600	1480.95		1480.95
Single to no coverage	300		742.95	742.95
Monthly rates				
Employee		742.95		
Employee +spouse		1480.95		
Employee + Child		1038.13		
Employee +children		1301.92		
Employee+Spouse +Child		1816.33		
Employee+Spouse +Children		2241.27		

Note: these are the minimum savings per employee
an employee+spouse +children moving off
the City policy would net a yearly savings of \$19,695

INTRODUCED BY: J. Pasch

ORDINANCE NO. 2017-161

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH NORTHCOAST MOVING, INC. TO OCCUPY THE CITY BUILDING LOCATED AT 23456 MERCANTILE ROAD, BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has received a proposal from Northcoast Moving, Inc. to lease the City building located at 23456 Mercantile Road; and

WHEREAS, Northcoast Moving, Inc. intends to occupy the space for the time period beginning February 15, 2018 and ending January 31, 2021; and

WHEREAS, Northcoast Moving, Inc. will pay the sum of One Hundred Nine Thousand Two Hundred Ninety Dollars and Seventy One Cents (\$109,290.71.00) for lease year one, and One Hundred Fourteen Thousand Forty Two Dollars and Forty Eight Cents (\$114,042.48) each year for lease years two, three, and four.

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 Lease Agreement with the Northcoast Moving, Inc., substantially upon the terms set forth in the attached Lease Agreement and in a form as approved by the Director of Law.

Section 2. This Council finds that the property subject to this is not currently needed for a public purpose and that said Lease will promote the general welfare of the City of Beachwood through Economic Development.

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 immediate preservation of the public health, safety or the efficient operation of the City.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest period 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

CITY OF Beachwood

25325 FAIRMOUNT BLVD • BEACHWOOD, OHIO 44122

MAYOR
MERLE S. GORDEN

Memorandum
December 7, 2017



To: Mayor Merle S. Gordon
From: William Griswold, Building Commissioner
Re: Council Agenda – Building Lease

Dear Mayor,

I am requesting your approval to have the attached Building Lease for 23456 Mercantile Road placed on the City Council Agenda for the December 18, 2017 meeting.

Respectfully,

William Griswold

William Griswold
Building Commissioner

WG/vlm

Cc: Hope L. Jones, Law Director
Whitney Crook, Clerk of Council

APPROVED BY MAYOR FOR
NEXT COUNCIL AGENDA.

SIGNATURE

DATE

Merle S. Gordon
12-7-17

Enclosure

12-7-17 cc: BG

BUILDING LEASE ✓

THIS LEASE ("Lease"), made and entered into at Beachwood, Ohio this ____ day of _____, 2017, is by and between the City of Beachwood, Ohio (the "Landlord"), and Northcoast Moving, Inc., an Ohio corporation (the "Tenant").

WITNESSETH:

1. Definitions. This Section shall not be construed to limit the general applicability of terms elsewhere defined in this Lease. For the purposes of this Lease, the following words and phrases shall have the following meanings unless the context otherwise requires:

(a) **"Annual Base Rent"** shall mean the annual consideration to be paid by the Tenant to the Landlord as rent for the Premises; all as determined pursuant to Section 6 of this Lease.

(b) **"Building"** shall mean that certain structure, located on the Building Site, which is comprised of approximately 35,090 square feet and comprises the entire building located at 23456 Mercantile Road, Beachwood, Ohio.

(c) **"Building Site"** shall mean the parcel of real property on which the Building is located, which commonly known by the street address of 23456 Mercantile Road Beachwood, OH 44122, and which has a legal description as set forth on Exhibit A attached to this Lease and incorporated herein by this reference thereto.

(d) **"Commencement Date"** shall mean February 15, 2018.

(e) **"Environmental Laws"** shall mean all now and hereafter existing statutes, laws, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, policies and requirements by any Regulatory Authority regulating, relating to, or imposing liability or standards of conduct concerning public health and safety or the environment.

(f) **"Expiration Date"** shall mean January 31, 2021; or, in the event that the Tenant shall exercise the Tenant's option to renew or extend the Initial Term as provided in this Lease, the expiration date of the Renewal Term.

(g) **"Hazardous Materials"** shall mean: (1) any material or substance: (A) which is defined or becomes defined as a "hazardous substance," "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under Environmental Laws; (B) containing petroleum, crude oil or any fraction thereof; (C) containing polychlorinated biphenyls; (D) containing asbestos; (E) which is radioactive; (F) which is infectious; or (2) any other material or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined, or become defined by Environmental Laws; or (c) materials which cause a nuisance upon or waste to the Premises or any portion of the Premises.

(h) **"Initial Term"** shall mean the period between the Commencement Date and the Expiration Date, unless sooner terminated as otherwise provided in this Lease.

(i) **"Landlord's Notice Address"** shall mean Beachwood City Hall, Mayor's Office, 25325 Fairmount Boulevard, Beachwood, OH 44122.

(j) **"Lease Term"** shall mean the Initial Term, as well as any Renewal Term arising out of the

Tenant's exercise of the Tenant's option to extend the Initial Term as provided in this Lease.

(k) "**Lease Year**" shall mean the period of twelve (12) consecutive months commencing on the fifteenth day of February and ending on the last day of the January, 2021.

(l) "**Permitted Use**" shall mean the conduct of the Tenant's business of moving, storage, and for general offices in connection with the Tenant's business.

(m) "**Premises**" shall mean the Building and the Building Site.

(n) "**Property Taxes**" shall mean the aggregate amount of all real estate taxes, assessments (whether general or special), sewer rents and charges, transit taxes, taxes based upon the receipt of rent and any other federal, state or local governmental charge (whether general, special, ordinary or extraordinary), but not including income or franchise taxes, inheritance, estate, gift, or any other taxes imposed upon or measured by Landlord's gross income or profits, unless the same shall be imposed in lieu of real estate taxes or other *ad valorem* taxes), that the Landlord shall pay or become obligated to pay in connection with the Building and the Building Site during the Lease Term.

(o) "**Regulatory Authority**" shall mean any federal, state or local governmental agency, commission, board or political subdivision.

(p) "**Renewal Term**" shall mean the period of the Tenant's occupancy of the Premises beyond the Initial Term that shall arise out of the Tenant's exercise of the Tenant's option to extend the Initial Term as provided in this Lease. In no event shall any hold-over by the Tenant be deemed to be a Renewal Term.

(q) "**Rent**" shall mean the Annual Base Rent payable by the Tenant under this Lease.

(r) "**Tenant's Notice Address**" shall mean 23500 Mercantile Road, Suite II, Beachwood, OH 44122 with a copy also sent to Scott A. Norcross, Gallagher Sharp, L.L.P. 1501 Euclid Avenue, Sixth Floor, Cleveland, OH 44115.

2. Premises

(a) The Landlord shall and does hereby let and lease the Premises to the Tenant, and the Tenant shall and does hereby take and rent the Premises from the Landlord, for the Lease Term and upon and subject to the provisions of this Lease.

(b) The Tenant and the Tenant's employees, agents and business invitees shall have the non-exclusive right to use that part (if any) of the Building Site that is designated for parking; provided, however, that such use shall be in conformity with all applicable laws, ordinances, rules and regulations and in conformity with generally accepted good business practices and so as to not injure the general appearance of the Building or the Building Site. The Landlord shall have no liability whatsoever for any loss of, or damage to, any vehicle parked anywhere on the Building Site.

3. Delivery and Acceptance. On the Commencement Date, the Landlord shall deliver possession of the Premises to the Tenant. The Tenant acknowledges that the Landlord has not made any representation or warranty with respect to the condition of the Premises or with respect to the suitability or fitness of the Premises for the conduct of the Permitted Use or for any other purpose. The Tenant further acknowledges that Tenant has been given full opportunity to conduct the Tenant's own independent investigation of the Premises and the condition thereof. The Tenant accepts the Premises in its "as is" and "where is" physical condition without reliance upon any representation or warranty and without any agreement, representation, understanding or obligation on the part of Landlord to perform any alteration, repair or improvement (or to provide any allowance for the same), except as provided in this Lease.

4. Lease Term.

(a) The Initial Term, and the Tenant's right to use and occupy the Premises, shall begin as of the Commencement Date and continue until the Expiration Date, unless sooner terminated in accordance with the provisions of this Lease.

(b) Provided that the Tenant shall not be in breach of this Lease beyond any applicable grace or cure period at the time of exercise, the Tenant shall have the option to extend the Initial Term by another three (3) years beginning on February 1, 2021 and ending January 31, 2024. The Tenant shall exercise the option described in this Subsection by giving written notice of such exercise to the Landlord at the Landlord's Notice Address not later than One Hundred Eighty (180) days, and not earlier than Three Hundred Sixty Five (365) days, prior to the expiration of the Initial Term; time being of the essence. For the purposes of this Subsection, the reference to "days" shall mean all days without any exception for holidays or weekend days.

(c) In the event of a proper exercise of the Tenant's option to extend the Initial Term, this Lease shall continue in effect in the same manner as if the Initial Term had been fixed to expire at the end of the Renewal Term; with all of the provisions of this Lease continuing in full force and effect throughout the Renewal Term, except that the Annual Base Rent for the Renewal Term shall be adjusted as provided in Section 6 of this Lease.

(d) Either Landlord or Tenant has the option to voluntarily terminate this Lease with One Hundred Eighty (180) day's prior written notice.

5. Tenant's Use of Premises.

(a) The Tenant shall use and occupy the Premises solely for the Permitted Use. The Tenant shall not, without the Landlord's prior written consent (which the Landlord may withhold in the Landlord's absolute discretion), change, alter, modify or expand the Tenant's use of the Premises beyond the Permitted Use. The Tenant shall neither commit, nor suffer to be committed, waste upon or with respect to the Premises; and Tenant shall not use the Premises in any manner that will unreasonably disturb others or constitute a nuisance. The Tenant shall maintain the Premises in a clean, safe and healthy condition at all times during the Lease Term, and the Tenant shall use and occupy the Premises in a careful and proper manner.

(b) The Tenant shall, throughout the Lease Term, promptly comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and local governments and appropriate agencies, departments, commissions, boards and officers thereof, and the orders, rules and regulations of the applicable underwriters, or any other body now or hereafter constituted exercising similar functions, with respect to the condition and maintenance of the Premises or the use or manner of use of the Premises. The Tenant shall observe and comply with the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the Building, the Premises, and the use of the Building and the Premises.

(c) The Tenant shall not load the floors or other structural components (including, but not limited to, the roof) of the Building with equipment or other property beyond the load-bearing capacity of the same.

(d) Except in accordance with applicable law, the Tenant shall not store, generate, manufacture, refine, transport, treat, handle or dispose of any Hazardous Materials on or about the Premises. Except to the extent permitted by applicable law, the Tenant shall not permit the filtering, drainage, seepage or transfer into air, ground water, surface water or soil, as a result of the Tenant's use of the Premises, of any Hazardous Materials which will affect the Premises or surrounding sites. To the extent required by applicable law, the Tenant shall obtain from each Regulatory Authority having jurisdiction all necessary approvals, clearances, permits and/or exemptions for use at the Premises, and the Tenant's discharge from the Premises, of Hazardous Materials into the air, soil, ground water or surface water. The Tenant shall assume any liability or obligation for loss, damage, fines, penalties, claims or duty to clean up or dispose of Hazardous Materials on or related to the Premises to the extent arising out of the Tenant's use

7. Property Taxes and Tenant's Taxes.

The Landlord shall pay all Property Taxes for any and all calendar years during the Lease Term. Property Taxes for any calendar year shall be Property Taxes that are due for payment or paid in such year, rather than Property Taxes which are assessed or become a lien during such calendar year.

8. Maintenance of Premises.

(a) The Landlord, at the Landlord's expense, shall maintain and repair the structural components of the Building including, but not limited to, the roof, exterior walls, HVAC, plumbing, electrical and foundation; all glass, exterior doors and plate glass. The Landlord shall make such repairs within a reasonable period of time after notice from the Tenant as to the need therefor. The Landlord shall have no responsibility for damage to the Tenant's merchandise or to the Tenant's inventory, tools, fixtures or leasehold improvements resulting from causes giving rise to an obligation on the part of the Landlord to repair or resulting from the Landlord's undertakings in that regard. The Landlord shall have no obligation to repair any damage to the Premises that is caused by any wrongful act, omission or negligence of the Tenant or the Tenant's employees, agents or business invitees which is not covered by insurance. The Tenant shall be responsible for snow removal, landscaping and mowing for the exterior of the Building.

(b) The Tenant, at the Tenant's expense, shall maintain in good order and repair (including the replacement thereof) all parts of the Premises and the facilities appurtenant thereto, other than those specifically described in the immediately preceding Subsection of this Lease, in as good a condition and repair as at the Commencement Date, ordinary wear and tear and damage by fire or other insured casualty excepted. Such repair obligation shall include, but not be limited to, all improvements, alterations, appurtenances and equipment installed therein or thereon, and all plumbing, heating, air conditioning, mechanical and electrical systems. The Tenant shall have no obligation to repair any damage to the Premises that is caused by any wrongful act, omission or negligence of the Landlord or the Landlord's agents, employees or business invitees.

9. Tenant Alterations and Improvements.

(a) The Tenant shall have the right during the Lease Term, upon the prior written notice to the Landlord and with the Landlord's prior written consent, to make such interior non-structural alterations and improvements to the Premises as may be proper and necessary for the conduct of the Permitted Use; and the Tenant shall not make or permit to be made any structural alterations, additions, improvements or replacement in or to the Premises without the Landlord's prior written consent, which the Landlord may withhold in the Landlord's absolute discretion. The Tenant shall pay all costs and expenses for such alterations and improvements, and all such alterations and improvements shall be made in a good and workmanlike manner and accordance with all applicable laws, ordinances, rules, regulations and codes.

(b) Notwithstanding anything to the contrary contained in Ohio Revised Code §1311.10 or in this Lease, the Tenant shall not be deemed to be a partner, joint venturer or agent of the Landlord; and in no event shall any lien resulting from the Tenant's improvements to the Premises encumber the Landlord's underlying fee simple estate. The Tenant agrees that the Tenant shall not enter into any contract for improvements to the Premises unless the following language is included in such contract:

Notwithstanding anything herein contained to the contrary, the contractor/supplier acknowledges that Northcoast Moving, Inc. holds only a leasehold interest in the property which is the subject of this contract. Northcoast Moving, Inc. is not the agent of the owner of the property, and no lien resulting from work performed, or materials supplied, under this contract shall attach to the interest of such owner.

The Tenant shall not permit any work to be commenced until such time as the Tenant has provided the Landlord with a fully-executed copy of the construction or supply contract evidencing the incorporation of the aforesaid language. Prior to the commencement of work, the Tenant shall post the following

notice in a conspicuous place on the Premises, and shall assure that such notice is maintained throughout the entire course of construction:

NOTICE TO CONTRACTORS, SUBCONTRACTORS,
MATERIALMEN AND LABORERS

Notice is hereby given that work on, or materials delivered to, the Premises is being performed for Northcoast Moving, Inc. Northcoast Moving, Inc. is not the agent of the owner of this property, and any lien rights shall be limited to the leasehold estate of Northcoast Moving, Inc. and shall in no event attach to the interest of the owner.

(c) Any permitted alteration or improvement to the Premises shall be completed by the Tenant free of all liens and other charges against the Premises. The Tenant shall not permit to be created, or remain unreleased, any lien or encumbrance against the Leased Premises as a result of any work performed at the Premises on behalf of the Tenant. Whenever and as often as a lien is filed against the Building Site, Premises and/or Building which purports to be for labor or material furnished or to be furnished to the Tenant, the Tenant shall discharge such lien of record within ten (10) days after the date of filing by payment, bonding or otherwise as provided by law.

(d) The Landlord may, at the termination of the tenancy created by this Lease, require the Tenant, at the Tenant's own cost, to restore the Premises to its original state by removing any alteration or improvement thereto made by the Tenant during the Lease Term. All furnishings, trade fixtures and other removable equipment, as well as all alterations and improvements to the Premises that are not permanently affixed to the Premises, shall remain the sole property of the Tenant and shall be removed by the Tenant prior to the termination of the tenancy created by this Lease. The Tenant shall promptly repair, at the Tenant's own expense, prior to the termination of the tenancy created by this Lease any damage caused by the Tenant's removal of such property.

(e) The Tenant shall indemnify and hold the Landlord harmless from and against any claim, demand, action, cause of action, lien, expense, loss and damage to either persons or property arising out of, or resulting from, any repair, alteration, improvement, addition or removal.

10. Utilities and Services.

(a) The Tenant, at the Tenant's sole expense, shall obtain and pay for all, gas, steam, electricity, telephone and other utilities used or consumed on the Premises, and furnish all janitorial and other services required in connection with the operation of the Premises. In the event that the Tenant shall fail to pay for any such utility or other service, the Landlord may, but shall not be obligated to, pay for such utility or other service. Any amount so paid by the Landlord shall be additional rent that shall be payable to the Landlord upon demand.

(b) The Landlord shall not be liable to the Tenant or anyone else in damages or otherwise if any one or more of the utility services to the Premises is interrupted or terminated because of necessary repairs, alterations, installations, construction and expansion, or by reason of governmental regulation, statute, ordinance, restriction or decree. No such interruption of utility service shall be deemed an eviction of the Tenant or a disturbance of the Tenant's use of the Premises, or render the Landlord liable to the Tenant for damage, or relieve the Tenant from any of the Tenant's obligations under this Lease.

11. Liability Waiver. All property of the Tenant or any other person that is located within the Premises shall be situated therein at the sole risk of the owner thereof, and neither the Landlord, nor the Landlord's agents, employees nor representatives shall be liable for any theft, loss or misappropriation thereof. Neither the Landlord nor the Landlord's agents, employees or business invitees shall be liable for, and the Tenant waives any claim for, damage to person or property sustained by the Tenant or any person claiming through the Tenant, resulting from any accident or occurrence in, about or upon the Premises, the common areas, the Building, or the Building Site, unless due to the intentional acts or gross negligence of the Landlord and/or the Landlord's agents and employees.

12. Indemnification and Insurance; Waivers.

(a) The Tenant shall indemnify and hold the Landlord harmless from and against any penalty, damage, loss, cost or expense (including attorney fees) resulting from any violation by the Tenant of any law or ordinance; for injuries to persons or property arising out of, or by reason of, the Tenant's use, occupancy, repair, improvement or alteration of the Premises; for injuries to persons or property arising out of, or by reason of, the conduct of the Tenant's business; and from any failure of the Tenant in any respect to comply with and perform all of the requirements and provisions of this Lease. This Subsection shall survive any termination of this Lease.

(b) The Tenant shall obtain, maintain and pay for throughout the Lease Term commercial general liability insurance having a combined single limit of not less than two million and 00/100 dollars (\$2,000,000.00) on account of death or injury to one person, and one million and 00/100 dollars (\$1,000,000.00) on account of damage to property, naming the Landlord as an additional insured to the extent that the Landlord's interest may appear.

(c) The Tenant shall obtain, maintain and pay for throughout the Lease Term special form insurance coverage for damage or destruction to any leasehold improvement constructed by the Tenant upon the Premises or appurtenant to the Premises in an amount equal to the full replacement value thereof.

(d) The Tenant shall obtain, maintain and pay for throughout the Lease Term special form insurance coverage on all of the Tenant's own fixtures, equipment, inventory, furnishings, and all other items of tangible personal property in the Premises in an amount equal to the full replacement value thereof.

(e) The Tenant shall not do, or suffer to be done, any act, deed or thing objectionable to any insurance carrier whereby any insurance, or any part thereof, contemplated by this Section of this Lease shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than that which existed at the date of the execution of this Lease, or employ any person objectionable to such insurance carrier, or carry or have any flammable or explosive matter of any kind in and about the Premises. In the event that any act or omission by the Tenant shall cause the rate of fire or other insurance on any portion of the Premises to be increased beyond the rate presently applicable thereto, the Tenant shall pay the entire amount of such increase as Additional Rent on demand by the Landlord. In the event that any act or omission by the Tenant shall cause a termination, cancellation or non-renewal of the Landlord's insurance policies, then the Tenant shall, upon written request from the Landlord, either cease such activity, cure such omission or locate replacement insurance with companies and terms satisfactory to the Landlord.

(f) All policies of insurance to be maintained by the Tenant pursuant to this Section of this Lease shall be written by companies of recognized financial standing which are rated "A" or better as to general policyholder standing and "XII" or better as to financial rating, as shown in the latest edition of Best's Key Rating Guide, and are admitted carriers and are qualified to issue such insurance in the State of Ohio. The Tenant shall deposit certificates of all such insurance with the Landlord; and the Tenant shall, at least ten (10) days prior to the expiration of any such insurance, deliver to the Landlord evidence of a renewal or replacement of any such insurance. All policies of insurance to be maintained by the Tenant pursuant to this Section of this Lease shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice.

(g) The Landlord shall maintain and keep in full force and effect during the Lease Term: (1) special form insurance which affords protection against casualty to the Building and other improvements at the Premises (other than the Tenant's leasehold improvements) in the amount of the full replacement value thereof; and (2) commercial general liability insurance having a combined single limit of not less than two million and 00/100 dollars (\$2,000,000.00) on account of death or injury to one person, and one million and 00/100 dollars (\$1,000,000.00) on account of damage to property.

(h) The Landlord and the Tenant respectively waive any and all rights of recovery and causes of action that either has or may have or which may arise hereafter against the other and/or against any person acting or claiming for, through or under the other, whether caused by negligence or otherwise, for any damage to the Premises and/or any other property and/or business of the Landlord and/or the Tenant, caused by any of the perils which could be covered by fire and extended coverage, building and contents or business interruption insurance, or for which either party is actually reimbursed as a result of the insurance coverage affecting any loss suffered by either party; provided that the foregoing waivers do not invalidate any policy of insurance of either the Landlord or the Tenant, now or hereafter issued, it being stipulated by the Landlord and the Tenant that the foregoing waivers shall not apply in any case in which the application thereof would result in the invalidation of any policy of insurance. It is the further intent of the Landlord and the Tenant that the aforesaid waiver of subrogation shall apply only to the extent of recovery; or, if a party elects not to submit a claim to an insurance carrier, to the extent that such claim would have been recoverable from such insurance carrier. The Landlord and the Tenant shall promptly contact their respective insurance carriers to cause waiver of subrogation provisions to be included in all of their respective policies; and each shall promptly notify the other in writing, if the same cannot be accomplished. In the event that any additional premium shall be charged for such waiver provision, then the party benefited by such waiver shall pay the cost of such endorsement.

(i) Neither the Landlord nor the Landlord's agents, employees or business invitees shall be liable for, and the Tenant, for itself and its agents, employees and business invitees, waives any claim for, damage to person or property sustained by the Tenant or any person claiming through the Tenant, resulting from any accident or occurrence in, about or upon the Premises, unless due to the intentional acts or gross negligence of the Landlord and/or the Landlord's agents and employees.

13. Assignment and Subletting.

(a) The Landlord shall consent to any assignment or subletting, such assignment or subletting (or the Landlord's consent thereto) shall not relieve the Tenant from any of the Tenant's obligations or liabilities under this Lease.

(b) The Tenant shall not permit any transfer by operation of law of the Tenant's interest in the Premises, and Tenant shall not permit the Premises to be used for any unlawful purpose. The Tenant shall not permit the Premises to remain vacant or unoccupied for more than thirty (30) consecutive days; and the Tenant shall not, except upon the Landlord's written consent (which may be withheld at the Landlord's sole and absolute discretion), permit any alteration of or upon any part of the Premises, except as otherwise provided in this Lease.

(c) In the event of an assignment or subletting, the Landlord may collect rent from the assignee or the subtenant without waiving any rights under this Lease as to the Tenant; and the Landlord's collection of rent from a person other than the Tenant shall not be deemed to be (1) a waiver of any of the Landlord's rights under this Section of this Lease, (2) an acceptance of the assignee or subtenant as the "Tenant" under this Lease, or (3) a release of the Tenant from the performance of the Tenant's obligations under this Lease. If the Tenant shall be in breach of this Lease and shall fail to cure such breach within the time permitted, the Landlord is irrevocably authorized, as the Tenant's agent and attorney-in-fact, to direct any transferee to make all payments under or in connection with the assignment or subletting directly to the Landlord until such default is cured.

14. Repair After Casualty.

(a) In the event that, for any reason, less than one-third ($1/3$) of the Building shall be destroyed, or in the event that the Building shall be damaged by the elements or other cause but not so as to be totally unfit for the Tenant's use and occupancy thereof, or in the event of any damage or destruction of the Building whatsoever that can be reasonably repaired and restored within one hundred eighty (180) days from the date of the Landlord's receipt of insurance proceeds, as determined by a reputable architect, engineer or contractor selected by the Landlord, then upon the occurrence of any such event:

(1) the Tenant shall not be entitled to surrender possession of the Premises; (2) the Tenant's liability to pay any item of Rent under this Lease shall not cease, and (3) the Landlord shall repair the Building with all reasonable speed. In the event that the Tenant shall be deprived of the occupancy or use of the Building or any part thereof by reason of such damage or such repair, then a proportionate allowance and reduction of the monthly installments of Annual Base Rent then due under this Lease shall be made

during that period of time corresponding with the time during which the Tenant is so deprived.

(b) In the event that one-third (1/3) or more of the Building shall be destroyed, or in the event that the Building shall be damaged by the elements or other cause so as to be totally unfit for the Tenant's use and occupancy, or in the event of any damage or destruction of the Building whatsoever that cannot be reasonably repaired and restored within one hundred eighty (180) days from the date of the Landlord's receipt of insurance proceeds, as determined by a reputable architect, engineer or contractor selected by the Landlord, then upon the occurrence of any such event, either party to this Lease may terminate this Lease by giving written notice thereof to the other party within thirty (30) days after it is determined that the Building has been so destroyed or damaged or that the same may not be restored within one hundred eighty (180) days after the date of the casualty; and such termination shall be effective as of the date of the delivery of said notice.

15. Eminent Domain.

(a) In the event that anytime during the Lease Term the Premises or any part thereof shall be taken by the exercise of eminent domain or pursuant to any statute or ordinance similar thereto, or conveyed in lieu thereof or in connection therewith, or taken by the action of any public or other authority, this Lease shall terminate at the Landlord's election upon thirty (30) days written notice to the Tenant, which election may be made notwithstanding the fact the Landlord's interest in the Premises has been divested by such action. In the event that the Landlord does not elect to terminate this Lease as aforesaid, and in the further event that such taking or action renders the Premises unfit for the Tenant's reasonable use thereof, then the Tenant shall have the right, to be exercised by the Tenant's written notice to that effect to the Landlord within thirty (30) days after the date of such taking, to terminate this Lease effective as of the date of such taking.

(b) In the event that the portion of the Premises not so taken still allows the Tenant to carry on the Tenant's operations, as reasonably determined by the Tenant, or if the Landlord and the Tenant elect not to terminate this Lease although permitted to do so, then that part or portion of the Premises so affected by such taking shall be eliminated from this Lease, and this Lease shall be canceled and terminated with respect thereto. Upon the removal of any such part of the Premises from this Lease or the termination of this Lease with respect thereto, the Landlord and the Tenant shall in good faith negotiate for a proper reduction in the Annual Base Rent, such reduction to be in the same proportion as the value of the use of the portion of the Premises so removed from this Lease shall bear to the then value of the use of the entire Premises as if no part thereof shall have been taken by such power of eminent domain.

(c) In the event of any condemnation as aforesaid, either complete or partial, the Tenant shall not be entitled to any portion of the award paid for the condemnation and the Landlord shall receive the full amount of such award. The Tenant hereby expressly waives any right or claim to any portion of any condemnation award with respect to the Premises. Although all damages, whether as compensation for diminution in value of the Landlord's interest in the leasehold or to the fee of the Premises, shall belong to the Landlord, the Tenant shall have the right to claim and recover from the condemning authority, but not from the Landlord, such compensation as may be separately awarded or recoverable by the Tenant on account of any and all damage to the Tenant's business by reason of the taking and for or on account of any cost or loss to which the Tenant might be put in removing the Tenant's inventory, furniture, fixtures, leasehold improvements, equipment or other property from the Premises, so long as such right does not impair the Landlord's right to the full amount of the eminent domain or condemnation award.

16. Surrender of Premises.

(a) At the expiration of the Lease Term, the Tenant shall deliver up and surrender possession of the Premises to the Landlord in as good condition and repair as the Premises were at the Commencement Date, ordinary wear and tear and insurable loss by fire or other casualty and alterations and additions permitted hereunder, only, excepted. The Tenant shall also deliver the keys to the Premises to Landlord.

(b) The Tenant shall remove from the Premises on or before the Expiration Date all of the Tenant's stock-in-trade, trade fixtures, furniture, furnishings, signs and other tangible personal property.

If the Tenant fails to remove such items from the Premises on or before the Expiration date, then all such property shall become the Landlord's property, unless the Landlord elects to require its removal, in which case the Tenant shall promptly remove the same.

17. **Holding Over.** At the expiration of the Lease Term or earlier termination of this Lease, the Tenant shall yield immediately to the Landlord possession of the Premises. In the event that the Tenant shall fail to do so, the Landlord shall have the option to treat the Tenant as a tenant at sufferance or to treat the Tenant as a tenant from month to month only; in either such event, however, the monthly rental during the first month of such tenancy shall be equal to one and one half times the amount of the last monthly installment of Annual Base Rent payable under this Lease prior to the expiration of the Lease Term or earlier termination of this Lease. The Landlord reserves the right to modify the amount of monthly rent to be paid by the Tenant during any period of holding over by delivering to the Tenant notice to that effect at least thirty days in advance of the effective date of such modification. In addition, the Tenant shall pay during any period of holding over all amounts described in this Lease as being Additional Rent. Nothing contained in this Lease shall be deemed to be the Landlord's consent to, approval of, or excuse of, an unauthorized holding over by the Tenant.

18. **Landlord's Cure of Tenant Defaults.**

(a) In the event that the Tenant shall fail to pay, when due, any utility charge, tax, assessment, or other governmental imposition, or any premium on any policy of insurance required to be maintained by the Tenant, the Landlord shall have the right, but not the obligation, to make any such payment on behalf of the Tenant. Any amount paid by the Landlord that the Tenant is required to pay under this Lease or which is intended to keep the Premises in a clean, safe and healthy condition, or to cure any of the Tenant's defaults under this Lease, shall be, and is hereby, so much Additional Rent and shall be due and payable by the Tenant to the Landlord with the next monthly installment of Annual Base Rent, together with interest at a rate equal to the lesser of five percent (5%) per annum or the highest rate allowable by law.

(b) In the event that the Tenant shall refuse or neglect to fulfill Tenant's repair and/or maintenance obligations under this Lease, the Landlord may, but shall not be obligated to, make such repairs without liability to the Tenant whatsoever for any loss or damage that may accrue to the Tenant's inventory, equipment, fixtures or other property or to the Tenant's business by reason thereof; and upon completion thereof, the Tenant shall pay, as Additional Rent, the Landlord's cost for making such repairs plus five percent (5%) for overhead; all upon the Landlord's presentation of a statement therefor. Such amount shall also accrue interest at a rate equal to the lesser of five percent (5%) per annum or the highest rate allowable by law.

19. **Access to Premises.**

(a) At all reasonable times during the Tenant's usual business hours the Landlord shall be permitted to go upon and inspect the Premises or any part thereof without liability to the Tenant for any inconvenience, disturbance or loss of business to the Tenant by reason of the exercise of the Landlord's rights under this Section of this Lease with 24 hour's advance written notice. The right retained by the Landlord pursuant to this Subsection of this Lease shall in no way require the Landlord to make any repair to the Premises or otherwise extend any of the Landlord's other obligations under this Lease.

(b) The Landlord shall have free access to the Premises at all reasonable times during the last six (6) months of the Lease Term for the purpose of exhibiting the Premises and, if applicable, putting up the usual "For Rent" or "For Sale" notices on or near the Premises.

20. **Signage.** The Tenant shall not erect signs at the Premises, or on the Building, except at locations designated by the Landlord. All signage shall comply with all applicable requirements of law.

21. **Default and Remedies.**

(a) The occurrence of any of the following shall constitute a material default and breach of this Lease by the Tenant:

- (1) The Tenant's failure to pay any installment of Annual Base Rent, to pay any item of Additional Rent, or to make any other payment required to be made by the Tenant under or pursuant to this Lease as and when due, if such failure continues for five (5) days after the due date thereof.
- (2) The Tenant's failure to perform any other covenant or condition of this Lease (other than the payment of money), if such default has not been cured within the specified grace period, or if there is no specified grace period then within thirty (30) days after written notice of such default shall have been given by the Landlord to the Tenant (or, in the event such default cannot reasonably be cured within thirty (30) days, if the Tenant fails to proceed within said thirty (30) days in good faith and with due diligence to cure such default).
- (3) The Tenant's abandonment of the Premises, or the Tenant's vacation of the Premises for more than fourteen (14) consecutive days, with or without the payment of Rent.
- (4) The Tenant's making of a general assignment for the benefit of creditors, or the institution of any legal, bankruptcy or similar debtor relief proceeding shall be instituted to declare the Tenant to be insolvent or bankrupt or to appoint a receiver or trustee of the Tenant's property or business and the same shall not be dismissed within sixty (60) days thereafter, or the seizure, levy or attachment of the Tenant's interest in the Premises or any of the Tenant's assets thereat.

(b) Upon the occurrence of any event described in the immediately preceding Subsection and the lapse of any applicable grace period with respect to such event, and in addition to any other remedy available to the Landlord at law or in equity, the Landlord may, by written notice to the Tenant, terminate this Lease, or without terminating this Lease re-enter the Premises by summary proceedings or otherwise, in which event the Tenant shall peacefully and quietly yield up and surrender the Premises to the Landlord and remain liable to the Landlord for all losses and damages sustained by the Landlord by reason of any such event of default. In any event, the Landlord may dispossess the Tenant, it being the mutual understanding of the Landlord and the Tenant that under no circumstance shall this Lease be an asset for the Tenant's creditors by operation of law or otherwise. It is agreed that the commencement and prosecution of any action by the Landlord in forcible entry and detainer, ejectment, or otherwise, or the appointment of a receiver, or any execution of any decree obtained in any action to recover possession of the Premises, or any re-entry shall not be construed as an election to terminate this Lease, unless the Landlord shall in writing expressly exercise the Landlord's election to declare the term of this Lease ended and to terminate this Lease; and, unless this Lease shall have been expressly terminated, any such re-entry or entry by the Landlord, whether had or taken under summary proceedings or otherwise, shall not be deemed to have absolved or discharged the Tenant from any of the Tenant's obligations or liabilities under this Lease for the remainder of the Lease Term.

(c) In the event that the Landlord shall elect to terminate this Lease, the Landlord shall be entitled to recover from the Tenant: (1) all Rent and additional charges accruing up to the time of such termination and (2) all damages to the Premises, or other damages sustained by the Landlord as a result of the Tenant's defaults and the breach of this Lease.

(d) In the event that the Landlord shall re-enter the Premises without terminating this Lease, the Landlord shall be permitted to do so as an agent of the Tenant and by any lawful means whatsoever, and to remove all persons by force or otherwise without being liable in damages for such removal. Any and all property that may be removed from the Premises by the Landlord may be handled, removed, stored or otherwise disposed of by the Landlord at the Tenant's risk and expense, and the Landlord shall in no event be responsible for the preservation or safekeeping thereof. Thereupon, the Landlord may sublet or re-let all or any part of the Premises from time to time for any unexpired part of the then current Lease Term, and the Landlord may collect the rents and apply the same first to the payment of expenses of such re-entry and re-letting (including, but not limited to, attorney fees, brokerage fees, expenses or

redcoration, alterations and other costs in connection with preparing the Premises for a new tenant), and then to the payment of the Rent and additional charges due or to become due under this Lease. The Tenant agrees to pay any deficiency each month as the same becomes due. No such re-entry shall release the Tenant from the Tenant's covenants to pay the Rent and other charges provided for in this Lease, and, except insofar as this is inconsistent with any provision of this Lease, no right or remedy conferred upon or reserved to the Landlord is intended to be exclusive of any other right or remedy; and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Lease, or now or hereafter existing in law or in equity. Any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the right of the Landlord to collect the deficiency for any subsequent month by a similar proceeding. The Landlord shall in no event be liable in any way for failure to re-let the Premises or, in the event the Premises are re-let, for failure to collect the rent under such re-letting.

(e) To institute a civil action against the Tenant for the collection of the Rent for which the Tenant may be in default or other amounts for which the Tenant may be liable to the Landlord, or for specific performance of any other covenant devolving upon Tenant for performance, or for damages for the non-performance thereof, all without entering into possession of the Premises or terminating this Lease.

(f) After the Landlord's service of notice of default or the Landlord's commencement of a civil action to regain possession of the Premises, or after final judgment for possession of the Premises in favor of the Landlord, the Landlord, without prejudice, may receive and collect Rent and other sums due from the Tenant; and the Tenant's payment, or the Landlord's receipt, of such Rent or other sums shall not constitute a waiver or otherwise affect such notice of default or such civil action.

(g) All rights and remedies granted in this Section of this Lease, and any other rights or remedies that the Landlord may have at law or in equity are cumulative and not exclusive. The fact that the Landlord may have exercised any remedy without terminating this Lease shall not impair the Landlord's rights thereafter to terminate this Lease or to exercise any other remedy granted to the Landlord in this Lease or to which the Landlord may be otherwise entitled.

22. **Quiet Enjoyment.** The Landlord covenants that so long as the Tenant shall perform the Tenant's obligations under this Lease, the Tenant shall have quiet enjoyment of the Premises and all appurtenances thereto for the Permitted Use.

23. **Subordination.** This Lease and all of the Tenant's under this Lease are, and shall at all times be, subject to any mortgage lien that may now or hereafter affect the Premises, and to all renewals, modifications and extensions thereof; provided, however, that any such mortgagee shall agree that so long as the Tenant shall not be in default of this Lease, such mortgagee shall have no right to interfere with the Tenant's right to use and occupy the Premises under this Lease. In addition, the Landlord shall have the right to assign this Lease and/or the rents or revenues reserved under this Lease, as and when the Landlord in the Landlord's discretion shall determine, as additional security for such mortgage or otherwise; and the Tenant shall comply with the terms and provisions of any such assignment. The Tenant shall, upon demand, execute, acknowledge and deliver to the Landlord, without expense to the Landlord, any and all instruments that may be necessary or proper to subordinate this Lease and all rights hereunder to the lien of any such mortgagee. The Tenant will indemnify, defend and hold the Landlord harmless from and against all damages and expenses that the Landlord may incur as a result of the Tenant's delay in executing any such instrument.

24. **Attornment.** The Tenant acknowledges that the Landlord has granted or may grant a mortgage interest in the Building Site; and the Tenant agrees that in the event that any such mortgagee may come into possession of the Building Site, to attorn from time to time to any such mortgagee, upon the terms and conditions set forth in this Lease for the remainder of the Lease Term. The foregoing provisions shall be self-operative upon any such demand, without requiring any further instrument to give effect thereto; provided, however, that the Tenant, upon the demand of any such mortgagee, shall execute from time to time an instrument in confirmation of the foregoing provisions, satisfactory to such mortgagee, in which the tenant shall acknowledge such attornment and shall set forth the terms and conditions of the Tenant's tenancy, which shall be the same as those set forth in this Lease and shall apply for the remainder of the Lease Term.

25. **Estoppel Certificates.** At all times during the Lease Term, the Tenant, upon the Landlord's written request, shall execute and deliver to the Landlord or to any prospective purchaser, mortgagee, prospective mortgagee or any other person having an interest in the Building Site, the Building or the Premises, any and all estoppel certificates or similar instruments, documents or forms required by the Landlord that shall certify therein the terms of this Lease and that the Landlord is not in default under this Lease if that is true; and if the Landlord shall at that time be in default of this Lease, then the Tenant shall specify in particularity the default that exists and the dates when the same commenced. In all events, such estoppel certificates or other similar instruments shall be executed by the Tenant and delivered to the Landlord within ten (10) days after the Tenant's receipt of the request for the same.

26. **Landlord's Limited Liability.** The Tenant acknowledges that the Landlord has no personal liability in the performance and observance of any provision of this Lease, that the Tenant's rights and remedies shall be limited solely and exclusively to the Premises, that the Tenant shall have no right to obtain any personal or general judgment against the Landlord or the Landlord's employees, agents or legal representatives; and all such rights are hereby waived and released.

27. **Transfer of Landlord's Rights.** The Landlord shall have the right to transfer and assign, in whole or in part, all and every feature of the Landlord's rights and obligations under this Lease and in the Building Site and the Building. Such transfers and assignments, however made, shall be in all ways respected and recognized by the Tenant. In the event of any such transfer, the Landlord shall automatically be released from all liability under this Lease; and thereafter, the Tenant shall look solely to such transferee for the performance of the Landlord's obligations under this Lease.

28. **Waiver.** No waiver of any condition or covenant of this Lease, or of the breach of any condition or covenant of this Lease, shall be taken to constitute a waiver of any subsequent breach of such condition or covenant, or to justify or authorize the non-observance on any other occasion of the same or any other condition or covenant of this Lease. Every demand for rent wherever and whenever made shall have the same effect as if made at the time it falls due. The acceptance of Rent by the Landlord at any time when the Tenant is in default of this Lease shall not be construed as a waiver of such default or of the Landlord's rights under this Lease on account of such default; and no waiver or indulgence granted by the Landlord shall be taken as an estoppel against the Landlord. No delay on the part of the Landlord in exercising any right or privilege under this Lease shall operate as a waiver thereof, and no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

29. **Notices.** All notices and formal requests or demands required or appropriate under this Lease shall be in writing and personally delivered or sent by certified mail and shall be deemed to have been served or given when personally delivered or deposited, postage prepaid, with the United States Postal Service. Notices to the Landlord shall be delivered or addressed to the Landlord at the Landlord's Notice Address. Notices to the Tenant shall be delivered or addressed to the Tenant at either the Premises or the Tenant's Notice Address.

30. **Recordation.** Neither this Lease nor any memorandum of this Lease shall be recorded by the Tenant without the Landlord's prior written consent, which may be withheld in the exercise of the Landlord's absolute discretion.

31. **Brokerage.** The Tenant represents and warrants that no real estate broker, agent, salesman or other person or entity was the procuring cause of this Lease, and no real estate commission, fee or other amount is due to any person or entity in connection with this transaction. The Landlord and the Tenant shall, and do hereby, indemnify and hold each other harmless from any demand for such commissions or other amounts.

32. **Survival.** Any obligation of the Tenant that shall have accrued prior to the expiration or earlier termination of this Lease shall survive the expiration or such earlier termination of this Lease, and the Tenant shall promptly perform all such obligations regardless of such expiration or termination.

33. **Independence.** Each provision of this Lease to be performed by the Tenant is a separate and independent covenant of Tenant, and is not dependent on the existence or performance of any other provision of the Lease.

34. **Governing Law.** This Lease shall be governed by, and construed in accordance with, the laws of the State of Ohio. Any civil action arising out of this Lease or any alleged breach of this Lease shall be instituted in the federal or state courts sitting in the county in which the Premises is located; and such courts shall have exclusive jurisdiction with respect to any such action. The Tenant waives all defenses pertaining to jurisdiction and venue in connection with any such action.

35. **Construction.** The Tenant acknowledges that the Tenant has read and reviewed this Lease and that the Tenant has had the full opportunity to confer with the Tenant's legal counsel in the negotiation of this Lease. Accordingly, this Lease shall be construed neither for nor against the Landlord or the Tenant, but shall be given a fair and reasonable interpretation in accordance with the plain meaning of its terms and the intent of the Landlord and the Tenant as expressed herein.

36. **Binding Effect.** This Lease shall be binding upon, and shall inure to the benefit of, the Landlord and the Tenant and their respective heirs, executors, administrators, legal representatives, successors and assigns.

37. **Captions.** The section headings inserted in this Lease are for convenience and reference only; they are not intended to and shall not be considered to limit, enlarge or affect the scope or intent of this Lease or the meaning of any provision of this Lease.

38. **Severability.** In the event that any provision of this Lease, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be declared or held to be invalid or unenforceable, the remainder of this Lease and the application of such provision to such person or circumstances or to any other person or circumstance shall not be affected thereby, but shall be enforced to the fullest extent, or to the full lesser extent, permitted by law.

39. **Integration.** This instrument constitutes the entire understanding and agreement between the Landlord and the Tenant with respect to the subject matter of this Lease, and it supersedes all prior agreements and understandings, whether oral and written, between the Landlord and the Tenant or their respective affiliates with respect to the subject matter of this Lease.

40. **Amendment.** This Lease shall not be modified in any manner except by an instrument in writing executed by both the Landlord and the Tenant or their respective successors and permitted assigns.

41. **Force Majeure.** Except as otherwise expressly provided in this Lease, in the event that either the Landlord or the Tenant shall be delayed or hindered in, or prevented from, the performance of any act required under this Lease by reason of strikes, lockouts, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or any other reason of a like nature that is not the fault of the party delayed in the performance of any act required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the reasonable period thereafter for the performance of any such act; provided, however, that in no event shall any delay in the payment of Rent or any other payment required by the terms of this Lease be excused.

42. **Counterparts.** This Lease may be executed in two or more counterparts which, when taken together shall constitute one and the same instrument and constitute this Lease.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Lease, or caused this Lease to be executed by their respective duly authorized representatives, as of the day and year first above written.

Landlord:

City of Beachwood

By:

Tenant:

Northcoast Moving, Inc.

By:

STATE OF OHIO)

) SS:

COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____ of Northcoast Moving, Inc. an Ohio Corporation identified in the foregoing Lease, who acknowledged that _____ did sign said Lease, and that the same was _____ free act and deed both individually and in such representative capacity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this _____ day of _____, 2017.

Notary Public

STATE OF OHIO)

) SS:

COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, this record was acknowledged before me on _____ by _____ and _____ as _____ who represent that (he, she or they) are authorized to act on behalf of the City of Beachwood.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this _____ day of _____, 2017.

Notary Public

Prepared by:
Scott A. Norcross
Gallagher Sharp, LLP
1501 Euclid Avenue, Sixth Floor
Cleveland, Ohio 44115

EXHIBIT A

LEGAL DESCRIPTION OF BUILDING SITE

William Griswold

From: ncmoving@aol.com
Sent: Tuesday, November 07, 2017 11:13 PM
To: William Griswold
Subject: Re: Mercantile building

Bill, Also what is the exact square of the building so I can figure out exactly what the rent would be thanks

Sent from my iPad

> On Nov 6, 2017, at 1:29 PM, William Griswold <William.Griswold@beachwoodohio.com> wrote:

>

> Peter, I was out of office several days last week which is reason for delayed response. The City would request the following modifications 1) the City will not be providing and snow removal or landscaping as part of the lease. 2) your agreement indicates an annual base of \$2.50 per square foot except for year one and effectively no rent for a period of three months. The City would be willing to consider an offer of \$3.25 per square foot, should you modify your proposal as noted.

>

> William Griswold - Building Commissioner
> 25325 Fairmount Blvd
> Beachwood
> OH 44122
> office (216) 292-1914 fax (216) 292-1917
> email <mailto:William.Griswold@beachwoodohio.com> web <http://>

>

> -----Original Message-----

> From: ncmoving@aol.com [<mailto:ncmoving@aol.com>]

> Sent: Wednesday, November 01, 2017 12:16 PM

> To: William Griswold

> Subject: Mercantile building

>

>

> Hi Bill, I sent over a new lease proposal last week I don't know if you had received it or had a chance to take a look at it. Please let me know what your thoughts are. Thank you Peter Sussen Sent from my iPad

William Griswold

From: ncmoving@aol.com
Sent: Tuesday, November 07, 2017 10:44 PM
To: William Griswold
Subject: Re: Mercantile building

Hi Bill, Thanks for getting back to me I think we are getting close where this could work out for both of us. I've been very busy this week and I need to get in touch with my accountant to see what his feelings are before moving forward. He knows that we have been talking so this will be no surprise to him. The one thing we need to work out is the time frame of when this could happen if we go forward. One of the biggest problem for me paying rent on four buildings at the same time. We need time to get your building set up for us for the transition and NorthCoast getting out of the other leases that I have at the same time. I know that the city has things in that building you need to move out maybe we share the building for a short period of time to help both of us? I would like the opportunity to possibly sit down with you again and go over some of these details. Thanks Peter

Sent from my iPad

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AN ORDINANCE AUTHORIZING THE MAYOR TO DISPOSE OF SEVEN (7) USED CITY VEHICLES AT PUBLIC AUCTION; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Service Director is requesting to dispose of seven (7) used City vehicles at public auction pursuant to BCO §131.03; and

WHEREAS, it has been determined that the seven (7) vehicles are no longer needed for public use.

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 and Service Department are hereby authorized to dispose of Seven (7) used City vehicles at public auction. Those vehicles are as follows:

2011 Ford Crown Victoria VIN: 2FABP7BV7BX181792
2011 Ford Crown Victoria VIN: 2FABP7BV5BX181791
2011 Ford Crown Victoria VIN: 2FABP7BV0BX181794
2003 Ford Expedition VIN: 1FMPU16LX3LB21269
1988 SW48FA Bombardier VIN: 1871028
1998 SW48 Bombardier VIN: 11979337
Advance Sweeper NILFISK 2067 VIN: 1373765

Section 2: It is hereby determined that the seven (7) vehicles are no longer needed for public use.

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

Section 4: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health, 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 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

**BEACHWOOD SERVICE DEPARTMENT
INTER-OFFICE MEMORANDUM**

TO: Mayor Gorden

FR: Dale Pekarek, Service Director

DT: December 8, 2017

RE: Equipment Disposal

Mayor,

Attached for your review is a list of equipment no longer utilized by City Departments. With your permission I would like to send this equipment to auction. Robert Forester will expedite the auction business as in the past. With your permission I would like to place this item on the next Council agenda.

APPROVED BY MAYOR FOR
NEXT COUNCIL AGENDA.

SIGNATURE

DATE

Attach

Cc: Whitney Crook

DHP/ais

12-11

cc: Dale

**BEACHWOOD SERVICE DEPARTMENT
INTER-OFFICE MEMORANDUM**

TO: Dale Pekarek, Service Director

FR: Daniel Cicchella, Superintendent of Vehicle Maintenance

DT: November 21, 2017

RE: Vehicle Disposal

Dale,

Attached is a list of vehicles and equipment we would like to send to auction.

1. 2011 Ford Crown Victorian VIN: 2FABP7BV7BX181792 (Rust and Mileage)
2. 2011 Ford Crown Victorian VIN: 2FABP7BV5BX181791 (Rust and Mileage)
3. 2011 Ford Crown Victorian VIN: 2FABP7BV0BX181794 (Rust and Mileage)
4. 2003 Ford Expedition VIN: 1FMPU16LX3LB21269 (Rust and Mileage)
5. 1988 SW48FA Bombardier VIN: 1871028 (Extensive Repairs Needed)
6. 1998 SW48 Bombardier VIN: 11979337 (Extensive Repairs Needed)
7. Advance Sweeper NILFISK 2067 VIN: 1373765 (Extensive Repairs Needed)

DC/br

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW A CONTRACT WITH HALL PUBLIC SAFETY CO. FOR REPAIRS AND CHANGEOVERS IN CITY VEHICLES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, based upon the recommendation of the Police Chief, as set forth in his Memorandum to the Mayor dated November 27, 2017, which is attached hereto, the City desires to utilize Hall Public Safety Co. for the repairs, maintenance, changeovers, and installation of equipment in City vehicles during 2018; and

WHEREAS, the proposal from Hall Public Safety Co. reflects a rate of Seventy-Five Dollars and No Cents (\$75.00) per hour for one person and an additional Fifty-Five Dollars and No Cents (\$55.00) per hour if an additional person is requested.

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 renew a Contract with Hall Public Safety Co. for the period of January 1, 2018 through December 31, 2018, as set forth below:

	<u>Provided Service</u>	<u>Cost</u>
1.	Labor (mobile unit) charge for one (-1) person and mobile unit (van) to respond onsite to perform work.	\$75.00 per hour
2.	Labor (second technician) charge for a second person (traveling in the mobile unit with the first person) on the job, if needed.	\$55.00 per hour

A service call is normally a two (-2-) hour minimum unless personnel are onsite for other work. Labor (second technician) charge is for the second person (traveling in the mobile unit with the first person) on the job if needed. Parts and supplies are above and beyond the labor rate and are quoted on an as needed basis per project. All parts and equipment are covered under factory warranty; this Contract does not include labor to remove or replace faulty parts or equipment. Unless declared an emergency by the City's Safety Director, a written quote shall be submitted to the Purchasing Supervisor for each job, the acceptance of which will be evidenced by the issuance of a Purchase Order by the City.

The Finance Director will notify Council in writing of any individual job in excess of \$15,000.00, and/or when the total aggregate cost for the year exceeds \$50,000.00.

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

Section 3: This 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 by further reason of authorizing the repair and changeover services for the 2018 calendar year.

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.

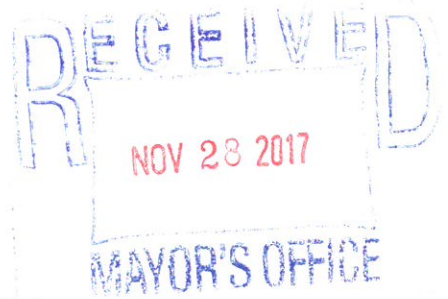
Clerk

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

Mayor

City of **Beachwood**
INTEROFFICE MEMORANDUM

TO: Mayor Merle Gorden
FROM: Chief Gary Haba *GRH/CH37*
DATE: 27, November 2017
SUBJECT: Service Agreement Renewal with Hall Public Safety



Attached is a copy of the service agreement between the City of Beachwood and Hall Public Safety for fiscal year 2018. I believe that legislation is required for this agreement and respectfully request that this be handled on the next council meeting agenda that is available.

APPROVED BY MAYOR FOR
NEXT COUNCIL AGENDA

SIGNATURE

DATE

M&G/DN

11-30-17

*11-30
cc: GHH*

HALL PUBLIC SAFETY CO.
13940 GOPP AVE. N.E.
HARTVILLE, OH 44632
(855) 387-3911
hallpublicsafety@aol.com
http://hallpublicsafety.com



ADDRESS

City Of Beachwood
Attn: Carol Morrison
2700 Richmond Rd.
Beachwood, OH 44122

ESTIMATE 5139

DATE 11/15/2017

EXPIRATION DATE 12/31/2018

P.O. NUMBER

Cost estimate for 2018

PROJECT

Vehicle repairs and installs

ACTIVITY/DESCRIPTION	QTY	RATE	AMOUNT
The following is a list of charges for repairs and changeovers for the City of Beachwood Police, Fire and Service departments. This list is general and does not specify each project or job performed. More specific pricing can be estimated per project as needed.			
Labor (mobile) Labor (mobile unit) This charge is for 1 man and mobile unit (van) to respond onsite to perform work. (\$75.00 per hour)	0	75.00	0.00
A service call is normally 2 hour min. unless we are onsite for other work.			
Second technician Labor (second technician) This charge is for a second man (travelling in the mobile unit with the first man) on the job IF NEEDED. Not all jobs require a second man and if the project is quoted per job, this charge may not show.	0	55.00	0.00
Hall Public Safety will complete numerous projects for the Police Dept. Fire Dept. and Service Dept.			
We complete Police Car changeovers, cruiser additions, command vehicles, Mayor vehicles, special vehicle changeover and additions. We also complete repairs on emergency vehicles such as light bulb repairs, siren repairs, trouble shooting and other misc. repairs.			
Standard police car changeover labor rate is between \$1500.00 and \$3900.00 per unit depending on the type of vehicle, amount of equipment and other factors such as Carbide technology and other equipment that has been added to the cruisers over time. ****Due to the new MDT/Camera systems installed, extra time is needed to complete the changeover properly. ***All workmanship is warranted for the life of the vehicle in service for the PD.			
Idle right systems and other equipment needed for said install are normally \$500.00 to \$600.00 per vehicle while performing the change over.			

ACTIVITY/DESCRIPTION	QTY	RATE	AMOUNT
----------------------	-----	------	--------

Fire department and Service department projects are normally addition of lights or other equipment and are quoted out per project. The above stated hourly rate is in effect if not in a quote.

Parts for the above stated are above and beyond the labor rate and are quoted out on an as needed basis per project.

Warranty

All parts and equipment are covered under factory warranty, this does not include labor to remove or replace faulty parts or equipment.

Service call for cruiser repairs as follows-

For an emergency service call- meaning that a cruiser is out of service and needs immediate attention- 2 hr charge or total time to repair cruiser, which ever is greater

For a non emergency service call- meaning that a cruiser is not out of service and can wait a short time period for a service tech to be in the area and can stop and perform the repair- 1 hr charge or total time to repair cruiser, which ever is greater.

*****Estimate is good for 30 days*****

TOTAL

\$0.00

Accepted By

Accepted Date

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW A CONTRACT WITH TAC COMPUTER, INC. FOR MAINTENANCE OF CAD/RMS AND MOBILE DATA TERMINALS FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE.

WHEREAS, the City received a renewal proposal from TAC Computer, Inc. for maintenance of CAD/RMS and Mobile Data Terminals;

WHEREAS, the proposal reflects a charge of Three Thousand Four Hundred Dollars and Sixty One Cents (\$3,400.61) per month; and

WHEREAS, this proposal covers the entire records function of the Police Department, including periodic upgrades to the software and the Fire Department MDT's and interface; and

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 Police Chief as set forth in his Memorandum dated November 27, 2017, a copy of which is attached hereto and made a part hereof, the proposal of TAC Computer for the year 2018 in an amount not to exceed Three Thousand Four Hundred Dollars and Sixty One Cents (\$3,400.61) per month, as set forth in the proposal attached hereto, is hereby accepted, and the Mayor is authorized to renew a Contract with TAC computer as specified in said Proposal.

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

Section 3: This Ordinance is hereby declared an emergency 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 this contract at the earliest time in order that the Police and Fire Departments continue to operate efficiently and in accordance with law.

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 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.

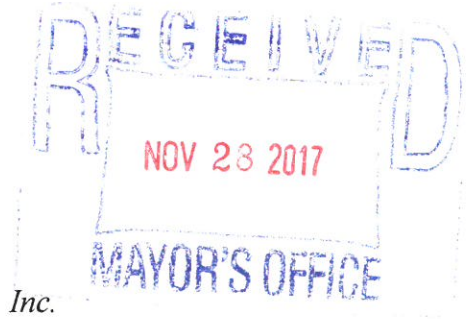
Clerk

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

Mayor

City of **Beachwood**
INTEROFFICE MEMORANDUM

TO: Mayor Merle Gorden
FROM: Chief Gary Haba *GRH 11/27*
DATE: 27, November 2017
SUBJECT: Service Agreement Renewal with TAC Computer, Inc.



Attached is a copy of the service agreement between the City of Beachwood and TAC Computer, Inc. for fiscal year 2018. I believe that legislation is required for this agreement and respectfully request that this be handled on the next council meeting agenda that is available.

APPROVED BY MAYOR FOR
NEXT COUNCIL AGENDA

SIGNATURE *msg / DN*
DATE 11-30-17

11-30
cc: GHH

FLAT RATE SERVICE AGREEMENT

This agreement is made the first (1) day of January, 2018 between TAC Computer Inc. having its principal place of business at 7603 First Place B-10, Oakwood Village, Ohio 44146 (hereinafter called "TAC") and the Beachwood Police Department

Beachwood Police Department
2700 Richmond Rd.
Beachwood, Ohio 44122

Effective 1/01/2018

ITEMS COVERED

QTY	Description		Total
1	CAD/Records	938.33	938.33
1	OLEN Membership	309.00	309.00
1	TAC Document Storage	66.95	66.95
1	LiveScan Interface	12.36	12.36
1	LEADS Interface Service	72.10	72.10
1	MDT Server Support with LEADS	371.00	371.00
1	CAD to MDT Server	121.54	121.54
1	Crime Mapping	25.75	25.75
17	Police Mobile Client with CAD	30.90	525.30
17	Police Mobile Report Writing	8.24	140.08
10	Fire MDT Clients	17.51	175.10
1	TAC to Fire Records Interface	18.75	18.75
1	Fire CAD Access for Beachwood FD	31.25	31.25
15	TAC E-Cite	5.15	77.25
17	TAC Mobile mapping	7.73	131.41
1	TAC 911 Mapping	128.75	128.75
8	TAC Fire Mobile mapping	7.73	77.30
1	Report to Web	69.01	69.01
1	BMV Interface	15.63	15.63
1	TAC Multi-Agency CAD	93.75	93.75

Monthly Total

\$3,400.61

Please check desired billing frequency:

☒ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual

The parties agree that TAC will perform maintenance service on all of the above equipment and the customer will pay TAC for these services subject to the terms and conditions set forth on both the front and reverse sides of this form as well as attachments.

ACCEPTED:
TAC Computer Inc.

Customer:

By: Thomas R. Craven Date 11/21/17 Name _____

Customer's P.O. # _____ By: _____

TAX Exempt. # _____ Title: _____

HARDWARE/NETWORK SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1 - WORK DESCRIPTION

TAC Technicians shall perform the following services on the equipment and at the places ("Premises") as described on the front side of this form.

- a. Remedial maintenance service required to restore the equipment to satisfactory working condition.

ARTICLE 2 - INCLUDED SERVICES

TAC will furnish required replacement parts to the customer at no additional cost. The following items are excluded from coverage: supplies, accessories, consumable, ribbons, laser toner/drums and components damaged by negligence or spilled liquids. If parts become unavailable TAC will provide equivalent parts or components. All old and or defective parts replaced during maintenance activities will become the property of TAC Computer Inc. Application software support is not included with a hardware service agreement.

ARTICLE 3 - SERVICE HOURS

The included principal period service covers work performed between the hours of 8:00 AM.. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of \$100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

ARTICLE 4 - LIABILITY

TAC shall use its best effort to perform service within a reasonable time after request by the customer, (normally 4 working hours), but shall not be deemed to be in default for any interruptions to operations. TAC does not accept or assume any responsibility for the loss of data that may occur during any repair procedure. (It is always recommended that all data be backed up). TAC maximum liability for any direct or indirect damages, regardless of the nature of the claim of action or incidentals to the performance or nonperformance of the service is an amount equal to cost one month cost of this service agreement.

ARTICLE 5 - TERM

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of 12 months and thereafter will remain in effect until terminated by either party hereto with thirty (30) days written notice to the other party. This agreement replaces and supersedes all previous agreements.

ARTICLE 6 - RATES

TAC shall notify the customer of any changes in rate with 30 days written notice. The rates are guaranteed not to change for the initial term of this agreement. Accounts that are passed 30 days will incur a \$10.00 fee.

SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1 - WORK DESCRIPTION

TAC Technicians shall provide the following support services.

A. Remedial correct any covered software error condition or malfunctions. Assist operators with routine questions concerning software usage.

B. Provide updates to current version of software as they are released.

ARTICLE 2 - INCLUDED SERVICES

TAC will furnish software support via telephone, modem and when necessary in person. Customer provided modem with PC Anywhere is mandatory for software support.

ARTICLE 3 - SERVICE HOURS

The included principal period service covers work performed between the hours of 8:00 AM. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of \$100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two-hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

ARTICLE 4 - LIABILITY

TAC shall use its best effort to perform service within a reasonable time after request by the customer, (normally 4 working hours), but shall not be deemed to be in default for any interruptions to operations. TAC does not accept or assume any responsibility for the loss of data that may occur during any repair procedure. (It is always recommended that all data be backed up). TAC maximum liability for any direct or indirect damages, regardless of the nature of the claim of action or incidentals to the performance or nonperformance of the service is an amount equal to cost one month cost of this service agreement.

ARTICLE 5 - TERM

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of 12 months and thereafter will remain in effect until terminated by either party hereto with thirty (30) days written notice to the other party. This agreement replaces and supersedes all previous agreements.

ARTICLE 6 - RATES

TAC shall notify the customer of any changes in rate with 30 days written notice. The rates are guaranteed not to change for the initial term of this agreement. Accounts that are passed 30 days will incur a \$10.00 fee.

ARTICLE 7 – SOFTWARE COPYRIGHT

All TAC Computer Incorporated's application software is covered under U.S. Copyright laws. TAC application software or derivative there of, cannot be copied or distributed to any other parties for any reason.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SIGNAL SERVICE COMPANY FOR TRAFFIC SIGNAL MONITORING AND REGULAR TRAFFIC SIGNAL MAINTENANCE SERVICE THROUGH DECEMBER 31, 2018; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City has previously utilized the firm of Signal Service Company for maintenance of City traffic signals; and

WHEREAS, based upon the recommendation of the Police Chief, as set forth in the Memorandum to the Mayor dated November 27, 2017 which is attached hereto and made a part hereof, the City desires to authorize a renewal of the contract with Signal Service Company for traffic signal monitoring and maintenance of traffic signals to be provided during 2018.

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 Signal Service Company for the period of January 1, 2018 through December 31, 2018, as indicated below:

	<u>Provided Service</u>	<u>Cost</u>
1.	Traffic Signal Monitoring (40 Intersections at \$93.00 each)	\$ 3,720.00
2.	Regular Traffic Signal Maintenance Service	\$ 60.00 per hour

(Includes the provision of necessary labor and materials to service, maintain, repair and/or replace all traffic signal controllers, signals, school flashing lights, bulbs, and associated equipment owned and operated by the City which needs repair due to malfunctions, accidents, storm damage, vandalism or for other reasons, such services to be available 24 hours per day, seven days a week, including holidays. Such services shall be furnished only upon request of the City. Services will be compensated at the rate of \$60.00 per hour for normal or non-regular working hours. A percentage not to exceed 150% may be added to the manufacturer's list price for parts and/or materials costing \$15.00 or less; a percentage not to exceed 100% may be added to the manufacturer's list price on parts and/or materials costing \$15.00 or more, up to \$250.00; and a percentage not to exceed 35% may be added to the manufacturer's list price for parts and/or materials costing \$250.00 or more).

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 authorize the provision of such traffic signal repair services for the 2018 calendar year.

ORDINANCE NO. 2017-166

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.

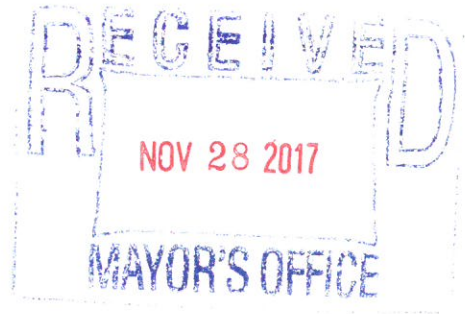
Clerk

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

Mayor

City of **Beachwood**
INTEROFFICE MEMORANDUM

TO: Mayor Merle Gorden
FROM: Chief Gary Haba 
DATE: 27, November 2017
SUBJECT: Service Agreement Renewal with Signal Service



Attached is a copy of the service agreement between the City of Beachwood and Signal Service for fiscal year 2018. I believe that legislation is required for this agreement and respectfully request that this be handled on the next council meeting agenda that is available.

APPROVED BY MAYOR FOR
NEXT COUNCIL AGENDA.

SIGNATURE msg/dn

DATE 11-30-17

11-30
cc: 6H

Signal Service Company

CONTROLS
TRAFFIC SIGNALS
INSTALLATION AND
MAINTENANCE

Phone: (216) 662-4820/21

Fax: (216) 662-4823

Email: signal@signalservicecompany.net

4341 Cranwood Parkway • Warrensville Heights, Ohio 44128

CITY OF BEACHWOOD
2700 RICHMOND ROAD
BEACHWOOD, OHIO 44122

NOVEMBER 21, 2017

QUOTE: BEA1-MT2018

ATTN.: CHIEF GARY HABA

APPROVED _____ DECLINED _____

QUOTATION

We are pleased to quote on the installation and/or purchase of Traffic Signal Equipment at the intersection of:

PREVENTATIVE MAINTENANCE
MONITOR TESTING
ONE (1) YEAR AGREEMENT

40 EA EACH LOCATION @ \$93.00 \$3,720.00

- TEST SIGNAL MONITORS & PROVIDE CUSTOMER WITH COPY OF RESULTS
- CLEAN & VACUUM INSIDE OF CABINET
- REPLACE AIR FILTERS
- CHECK CABINET COOLING SYSTEM
- CHECK CONTROLLER
- CHECK LOOPS & DETECTORS
- CHECK PEDESTRIAN SIGNALS & BUTTONS
- CHECK TRAFFIC SIGNALS
- CHECK TRAFFIC SIGNAL BATTERY BACK-UP SYSTEM

NOTE: ANY ADDITIONAL REPAIRS REQUIRED FOR TRAFFIC SIGNAL EQUIPMENT WILL BE BILLED AT AN ADDITIONAL COST.

Date _____ PO# _____

Authorized Acceptance Signature _____

Above signed agrees to pay in full 30 days upon completion of work

NOTE: Prices subject to change after 3 months

"An Equal Opportunity Employer"

Complete Price Materials and Installation \$3,720.00

Complete Price Materials Only _____

Approximate Price _____

Sales Tax _____

Total \$3,720.00

Quoted By David Boulton

**CONTRACT WITH SIGNAL SERVICE COMPANY FOR TRAFFIC SIGNAL
MONITORING AND REGULAR TRAFFIC SIGNAL MAINTENANCE SERVICE
FOR 2018 YEAR**

THE CONTRACT BY AND BETWEEN SIGNAL SERVICE COMPANY, AN OHIO CORPORATION LOCATED AT 4341 CRANWOOD PARKWAY, WARRENSVILLE HEIGHTS, OHIO 44128 (HEREINAFTER "CONTRACTOR") AND THE CITY OF BEACHWOOD, 25325 FAIRMOUNT BLVD., BEACHWOOD, OHIO 44122 (HEREINAFTER "CITY");

WITNESSETH, THAT IN CONSIDERATION OF THE CONTRACTOR BEING CHOSEN BY THE CITY FOR TRAFFIC SIGNAL MONITORING AND REGULAR TRAFFIC SIGNAL MAINTENANCE FOR THE CITY OF BEACHWOOD FOR THE 2018 YEAR AND FOR THE MONEY CONSIDERATION PROVIDED HEREIN, THE PARTIES COVENANT AND AGREE TO AS FOLLOWS:

- 1.) CONTRACTOR SHALL PROVIDE TRAFFIC SIGNAL MONITORING (40) FORTY INTERSECTIONS IN AN AMOUNT NOT TO EXCEED THREE THOUSAND SEVEN HUNDRED TWENTY DOLLARS AND NO CENTS (\$3,720.00) AND REGULAR TRAFFIC SIGNAL MAINTENANCE SERVICE AT A RATE OF SIXTY DOLLARS AND NO CENTS (\$60.00) PER HOUR FOR THE PERIOD OF JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.
- 2.) CONTRACTOR WILL PROVIDE NECESSARY LABOR AND MATERIALS TO SERVICE, MAINTAIN, REPAIR AND/OR REPLACE ALL TRAFFIC SIGNAL CONTROLLERS, SIGNALS, SCHOOL FLASHING LIGHTS, AND ASSOCIATED EQUIPMENT OWNED AND OPERATED BY THE CITY THAT NEEDS REPAIRS DUE TO EITHER MALFUNCTIONS, ACCIDENTS, STORM DAMAGE, VANDALISM OR OTHER MEANS, SUCH SERVICES TO BE AVAILABLE TWENTY-FOUR (24) HOURS PER DAY, SEVEN (7) DAYS A WEEK, INCLUDING HOLIDAYS. SUCH SERVICES SHALL BE FURNISHED ONLY UPON REQUEST FROM THE CITY, WITH ALL WORK CONFORMING TO THE BID SPECIFICATIONS AND BID PROPOSAL, WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BE REFERENCE. ALL WORK WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER AND ON A TIMELY BASIS CONSISTENT WITH THE CITY'S SCHEDULE.

- 3.) THE CITY SHALL PAY THE CONTRACTOR COMPENSATION AT THE RATE OF SIXTY DOLLARS AND NO CENTS (\$60.00) PER HOUR FOR NORMAL OR NON-REGULAR WORKING HOURS. A PERCENTAGE NOT TO EXCEED 150% MAY BE ADDED TO THE MANUFACTURER'S LIST PRICE OF PARTS AND/OR MATERIALS COSTING FIFTEEN DOLLARS (\$15.00) OR LESS; A PERCENTAGE NOT TO EXCEED 100% MAY BE ADDED TO THE MANUFACTURER'S LIST PRICE OF PARTS AND/OR MATERIALS COSTING FIFTEEN DOLLARS AND NO CENTS (\$15.00) OR MORE, UP TO TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$250.00); AND A PERCENTAGE NOT TO EXCEED 35% MAY BE ADDED TO THE MANUFACTURER'S LIST PRICE OF PARTS AND/OR MATERIALS COSTING TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$250.00) OR MORE.
- 4.) THE CONTRACTOR SHALL FURNISH THE CHIEF OF POLICE AND CITY FINANCE DIRECTOR WITH A DETAILED RECORD OF SERVICES RENDERED MONTHLY, NOT LATER THAN FIVE (5) DAYS FOLLOWING THE END OF EACH MONTH ON FORMS APPROVED BY THE FINANCE DIRECTOR.
- 5.) THE CONTRACTOR IS AN INDEPENDENT CONTRACTOR WHICH SHALL PROVIDE ALL EQUIPMENT, MATERIALS AND LABOR NECESSARY TO PERFORM THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR ARRANGING FOR WORKERS COMPENSATION COVERAGE FOR ITS EMPLOYEE, AND SHALL DELIVER TO THE CITY A COPY OF A CERTIFICATE SHOWING COMPLIANCE WITH SUCH LAWS. CONTRACTORS FURTHER AGREES TO FILE AN INCOME TAX RETURN WITH THE BEACHWOOD TAX DEPARTMENT IN ACCORDANCE WITH MUNICIPAL TAX LAWS.
- 6.) 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 CITY SHALL BE ENTITLED TO TERMINATE THIS CONTRACT IMMEDIATELY UPON A DETERMINATION BY THE CHIEF OF POLICE OR HEALTH OF ANY PERSON. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE MAINTENANCE AND CLEANLINESS OF THE WORK AREA, AND WILL PERFORM ALL WORK IN ACCORDANCE WITH THE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS GOVERNING SUCH SERVICES. THE CONTRACTOR SHALL WORK DURING TIMES APPROVED AND SPECIFIED BY THE CITY.

- 7.) CONTRACTOR WILL PROVIDE THE WORK WITHOUT ANY SUB-CONTRACTORS, AND WILL PROVIDE PROPER SUPERVISION AND SUPERVISORY PERSONNEL IN CONNECTION WITH ALL OF THE WORK.
- 8.) CONTRACTOR SHALL FURNISH THE CITY WITH EVIDENCE OF GENERAL LIABILITY INSURANCE FROM A COMPANY LICENSED BY THE STATE OF OHIO IN THE AMOUNT OF THREE MILLION DOLLARS (3,000,000.00) FOR ANY ACCIDENTAL OCCURRENCE ARISING OUT OF ANY ACT OR OMISSIONS BY THE CONTRACTOR WHICH CAUSES BODILY HARM OR PROPERTY DAMAGE, AND SHALL CAUSE THE CITY TO BE NAMED AS AN ADDITIONAL INSURED ON THE POLICY. CONTRACTOR AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION FOR PERSONAL INJURY, PROPERTY DAMAGE OR OTHERWISE ARISING FROM THE WORK AND SERVICES PROVIDED, AND WHETHER INVOLVING EMPLOYEE CLAIMS OR THIRD PARTY CLAIMS.
- 9.) 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.
- 10.) CONTRACTOR ACKNOWLEDGES THAT NO MODIFICATIONS CAN BE MADE TO THIS CONTRACT WITHOUT PRIOR WRITTEN ACTION AND PRIOR APPROVAL BY THE MAYOR AND CITY COUNCIL.
- 11.) 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 WRITTEN PERMISSION OF THE CITY.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HAND TO THIS
CONTRACT ON THE DATES NEXT TO THEIR RESPECTIVE SIGNATURES.

CONTRACTOR

SIGNAL SERVICE COMPANY

BY: _____

TITLE: _____

CONTRACTOR ADDRESS

4341 CRANWOOD PARKWAY

WARRENSVILLE HTS., OH 44128

CONTRACTOR FEDERAL I.D. #

34-1101973

CITY OF BEACHWOOD

BY: _____

MAYOR: _____

DATE

DATE

APPROVED FOR FROM

CITY LAW DEPARTMENT

HOPE JONES, ASSISTANT LAW DIRECTOR

25325 FAIRMOUNT BLVD

BEACHWOOD, OHIO 44122

(216) 595-5462