

# CITY OF *Beachwood*

BEACHWOOD CITY COUNCIL MEETING  
MONDAY, MARCH 4, 2024, 7:00 PM  
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,  
25325 FAIRMOUNT BOULEVARD, BEACHWOOD, OHIO 44122

## Agenda

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

1. Roll Call
2. Reports
  - a. Mayor
  - b. Council Member (non-agenda items)
  - c. Department Directors
3. Citizen's Remarks (**City Council limits Citizen's Remarks to five (5) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**)
4. Approval of Minutes  
**Regular Council Meeting held on February 20, 2024**  
**Committee of the Whole Meeting held on February 20, 2024**

## **Old Business**

## **Ordinances**

### **1. 2024-26**

An Ordinance authorizing a Beachwood Economic Impact Program Forgivable Loan Agreement with Innovative Medical Equipment, LLC; and declaring this to be an Urgent Measure  
**Placed on First Reading: February 20, 2024**

## **New Business**

### **Ordinances**

**1. 2024-37**

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

**2. 2024-38**

An Ordinance declaring certain property used by the City's Public Works Department as Surplus Property no longer needed for a Public Use and Authorizing its Sale on GovDeals, Inc. in accordance with Codified Ordinance Section 131.03(a); and declaring this to be an urgent measure

**3. 2024-39**

An Ordinance authorizing the Mayor to amend a Contract with Signal Service Company for Traffic Signal Monitoring and Regular Traffic Signal Maintenance Service for 2024, waiving competitive bidding; and declaring this to be an urgent measure

**Any other matters coming before City Council**

### **Adjournment**

**Next Regular Council Meeting will be held on: Monday, March 18, 2024 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit: [www.BeachwoodOhio.com](http://www.BeachwoodOhio.com)**

**Council Members: Alec Isaacson – Council President  
Danielle Shoykhet – Council Vice-President  
Jillian DeLong, Joshua Mintz,  
Ali B. Stern, Eric Synenberg, June E. Taylor  
Clerk of Council: Whitney M. Crook**

# CITY OF *Beachwood*

**Beachwood City Council Minutes  
Monday, February 20, 2024, 7:00 Pm  
At Beachwood City Hall, Council Chambers,  
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

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

1. Roll Call

Present – Ms. DeLong, Mr. Isaacson, Mr. Mintz, Ms. Shoykhet, Ms. Stern, Mr. Synenberg, Ms. Taylor

Absent – None.

Others Present – Mayor Berns, Mr. Arrietta, Ms. Bieterman, Mr. Heiser, Mr. Holtzman, Ms. McLaughlin, Mr. Roenigk, Mr. Rose, Mr. Schroeder, Ms. Supler, Ms. Turick

2. Reports

a. Mayor

Mayor Berns thanked the Community Services Department and Public Works Department for all their work on the February Freeze event. Mayor Berns especially thanked Mr. Schroeder and Ms. Diamond for their work on this event.

b. Council Member (non-agenda items)

Mr. Mintz echoed Mayor Berns remarks regarding the February Freeze event and thanked everyone involved.

Ms. Shoykhet also thanked Community Services for their work on the event.

c. Department Directors

Police Chief McLaughlin discussed a Strategic Crime Prevention class that had been held this past weekend and stated that there was a great turnout, and everyone enjoyed the class. She then stated that the City has received our drone and stated that there have already been two pilots trained with more training lined up.

Ms. Turick gave a Deer Culling update.

Mr. Rose gave an Audit update.

Mr. Schroeder discussed the February Freeze event and thanked the Sponsors of the event.

Mr. Heiser stated that the City has maintained our Moody's Triple AAA Rating.

Mr. Roenigk gave a Building Department update.

3. Citizen's Remarks (**City Council limits Citizen's Remarks to five (5) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**

(Please see Video Recording for full remarks:  
<https://beachwoodoh.new.swagit.com/videos/295385> )

Howard Klein  
Mr. Klein made remarks.

David LaPierre  
Mr. LaPierre made remarks.

Matthew Hildebrand  
Mr. Hildebrand made remarks.

4. Approval of Minutes  
**Regular Council Meeting held on February 5, 2024**

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

**Voice Vote**

**On the Approval:**

Yes: 6

No: 0

Abstain: 1 – Mr. Mintz

Not Voting: 0

**MOTION ADOPTED**

**New Business**

**Ordinances**

**1. 2024-26**

An Ordinance authorizing a Beachwood Economic Impact Program Forgivable Loan Agreement to Stimulate Economic Development, Support Small Business, Promote Business Retention, Expansion and Attraction, Support New Employment Opportunities, Business Growth, Commercial Revitalization and Sustainability in the City of Beachwood; and declaring this to be an Urgent Measure

Mr. Synenberg recused himself from this item.

A Motion was made at this time to place this item on First Reading.

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

**Voice Vote**

**On the Adoption – Place this item on First Reading:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 1 – Mr. Synenberg  
MOTION ADOPTED

**2. 2024-27**

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

Moved by: J. DeLong, Seconded by: J. Mintz

**Voice Vote**

**On the Suspension:**

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

**Voice Vote**

**On the Adoption:**

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

**3. 2024-28**

An Ordinance authorizing the Finance Director to charge a Fee to City of Beachwood, Ohio Employees to Offset the Costs of Processing Withholdings and Remittances for Garnishments; and declaring this to be an urgent measure

A discussion was had regarding this item and amendments were proposed. Council President Isaacson then decided to Table this item for a future meeting.

A Motion was made at this time to Table this item.

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

**Voice Vote**

**On the Adoption – Table this item:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**4. 2024-29**

An Ordinance re-appointing the Law Firm of Roetzel & Andress LPA and Attorney R. Todd Hunt as Interim Law Director for the City of Beachwood, Ohio; and declaring this to be an urgent measure

Moved by: E. Synenberg, Seconded by: D. Shoykhet

**Voice Vote**

**On the Suspension:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**5. 2024-30**

An Ordinance Re-Appointing the Law Firm of Squire Patton Boggs, LLP and Attorney Russell Balthis and Attorney Catie Romanchek as Special Counsel for the City of Beachwood, Ohio, Establishing Compensation; and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

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

**Voice Vote**

**On the Adoption:**

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

**6. 2024-31**

An Ordinance Authorizing the Mayor to Enter into a Lease Agreement with the City of Beachwood Chamber of Commerce to occupy office space in the City of Beachwood, Ohio Public Works Center located at 23355 Mercantile Road, Beachwood, Ohio; and declaring this to be an urgent measure

Moved by: J. Mintz, Seconded by: D. Shoykhet

**Voice Vote**

**On the Suspension:**

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

**Voice Vote**

**On the Adoption:**

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

**7. 2024-32**

An Ordinance Confirming the Appointment of Teila Lovell as Plans Examiner for the City of Beachwood, Ohio; and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**8. 2024-33**

An Ordinance Accepting a Certain Bid from JAB Supply Corporation, for the Purchase of Ready-Mix Concrete for 2024; and declaring this to be an urgent measure

Moved by: J. Mintz, Seconded by: E. Synenberg

**Voice Vote**

**On the Suspension:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**9. 2024-34**

An Ordinance Authorizing the Mayor to enter into a Contract with Sliderenu for the Water Slide Restoration Project and a Three-Year Preventative Maintenance Program for the Beachwood Family Aquatic Center; and declaring this to be an urgent measure

Moved by: E. Synenberg, Seconded by: J. Mintz

**Voice Vote**

**On the Suspension:**

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

**Voice Vote**

**On the Adoption:**

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

**10. 2024-35**

An Ordinance authorizing the Mayor to Purchase One (1) PowerLoad Cot from Stryker for the City of Beachwood, Ohio Fire & Rescue Department; and declaring this to be an urgent measure

Moved by: J. DeLong, Seconded by: D. Shoykhet

**Voice Vote**

**On the Suspension:**

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

**Voice Vote**

**On the Adoption:**

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

**11. 2024-36**

An Ordinance extending the School Facilities Usage Agreement through March 31, 2024; and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Motions**

1. A Motion to appoint George Carr as a Member of the Community Improvement Corporation

Moved by: A. Isaacson, Seconded by: E. Synenberg

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Any other matters coming before City Council**

Ms. Taylor took time during this portion of the meeting to discuss the hiring process for a new Law Director

**Adjournment**

**Motion to Adjourn** - Moved by: A. Isaacson, Seconded by: E. Synenberg

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

Adjourn to the next Regular City Council Meeting at 8:01 PM

Approved:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

**Next Regular Council Meeting will be held on: Monday, March 4, 2024 at 7 PM in Council Chambers For all updates regarding Council Meetings, please visit: [www.BeachwoodOhio.com](http://www.BeachwoodOhio.com)**

**Council Members: Alec Isaacson – Council President  
Danielle Shoykhet – Council Vice-President  
Jillian DeLong, Joshua Mintz,  
Ali B. Stern, Eric Synenberg, June E. Taylor  
Clerk of Council: Whitney M. Crook**

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

# CITY OF *Beachwood*

**BEACHWOOD CITY COUNCIL  
COMMITTEE OF THE WHOLE MEETING MINUTES  
TUESDAY, FEBRUARY 20, 2024, 6:00 PM  
at BEACHWOOD CITY HALL, CONFERENCE ROOM A,  
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Roll Call

Present – Ms. DeLong, Mr. Isaacson, Mr. Mintz, Ms. Shoykhet, Ms. Stern, Mr. Synenberg,  
Others Present – Mayor Berns, Mr. Heiser, Ms. Turick

1. Mayor's Report

None.

2. Discussion regarding Council Legislative Goals and Priorities 2024

Council President Isaacson introduced this item for discussion and explained why we were here tonight.

Mr. Isaacson then asked the Clerk for an update regarding the replacement of A/V equipment in Council Chambers and Conference Room A.

Ms. Crook stated that she was working with the IT Manager, Craig Kaufman and that they had recently had a site visit from a company that will be providing a quote on the equipment upgrades.

Ms. Crook discussed what changes could be made in both the Chamber and Conference Room A and stated that this equipment upgrade is a top priority for her this year.

Mr. Isaacson stated that next steps should include bringing this item before the Building and Grounds Committee for further consideration.

Mr. Isaacson then asked Mr. Mintz to present his priorities for 2024. After Mr. Mintz discussed his priorities, Mr. Isaacson moved on to the other members of the Committee and asked for their priorities for 2024.

Ms. Taylor arrived at the meeting at approximately 6:15 PM.

Several items were then discussed including communications, Council Rules review, legislative action items, safety notifications to residents, procurement, competitive bidding requirements, small business spotlight, and several others.

After the discussion, Mr. Isaacson stated that he would get a list together of all these items and send it out to Council for review. He then stated that we would schedule another Committee of the Whole Meeting to discuss next steps.

Mr. Isaacson then asked if there were any other matters for the Committee of the Whole.

3. Any other matters coming before the Committee of the Whole  
None.

Members of Council asked for an update on the proposed lighting project and the Town Hall Focus Group that will be held on February 29, 2024.

Ms. Turick provided that update.

Mr. Isaacson then thanked everyone for attending and asked to adjourn the meeting.

**Adjournment**

**Motion to Adjourn** - Moved by: A. Isaacson, Seconded by J. Mintz

Yays: 7

Nays: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

Adjourn to the next Regular City Council Meeting at 6:50 PM

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

\*\*\*\*\*

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**A written synopsis of all agenda items and votes shall also be promptly prepared and kept**

**TO: MAYOR JUSTIN BERNS AND BEACHWOOD CITY COUNCIL**

**DATE: 2/21/2024**

**SUBJECT: AN ORDINANCE SUPPORTING A FORGIVABLE LOAN FOR INNOVATIVE MEDICAL EQUIPMENT, LLC**

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**History:** The City of Beachwood by Ordinance No. 2023-114 established a Revolving Loan Program and Revolving Loan Fund (RLF). The establishment of this RLF was recommended in our Economic Development Action Plan. The City later, by Ordinance No. 2024-18 established (2) two Forgivable Loan Programs under RLF. The Forgivable Loan Program requires each business loan to come before City Council for legislative approval. The Regenerative Forgivable Loan Program provides a program to support business investments based on incremental increases in payroll associated with a business or commercial property project. Projects are encouraged to align with the City's growing cluster initiatives, commercial revitalization, and investment in the City's targeted commercial areas.

**Project Details:** The City of Beachwood Economic Development Office has received an application in the amount of \$20,000 from Innovative Medical Equipment LLC. The project will provide assistance with purchasing equipment and renovation and building improvements. The total project cost is approximately \$52,000.00. Over the next three years, the project will retain twelve (12) jobs and create an additional twelve (12) jobs within their Beachwood location. According to the company's application their rapid growth and new focus on research and development through this project is positioning them for further product development and added growth of their headquarters. They are expanding their current footprint within their existing building to accommodate these new employees. The company's growth aligns with Beachwood's growing cluster initiatives and allows the company and their sister company Mercury BioMed to remain strong as anchors in the medical device / biotech cluster in Beachwood.

**Purchasing/Financing:** Loans under this program will be provided based on budgeted resources of non-tax dollars. The loan forgiveness is based on new increased income tax generated to the City.

**Recommendations:** My recommendation is to proceed with this legislation approving the implementation of this forgivable loan program supporting the growth of Innovative Medical Equipment, LLC and further supporting the Economic Development objectives of the City.

**AN ORDINANCE AUTHORIZING A BEACHWOOD ECONOMIC IMPACT PROGRAM FORGIVABLE LOAN AGREEMENT WITH INNOVATIVE MEDICAL EQUIPMENT, LLC.**

WHEREAS, the City, pursuant to Ordinance No. 2023-114, its Charter and the laws of the State (including, without limitation, Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution and Chapter 165, Ohio Revised Code) in order to promote economic development and thereby create and preserve jobs and employment opportunities available to, and improve the economic welfare of, residents of the City and, in furtherance of that public purpose, created the Beachwood Economic Impact Program to expand financing and loan resources for the purposes of supporting small business; promoting business retention, expansion and attraction; supporting new employment opportunities, stimulating economic development, business growth, commercial revitalization and sustainability within the City;

WHEREAS, the City received a Forgivable Loan Program Application from Innovative Medical Equipment, LLC, located within the City, requesting a \$20,000.00 loan to provide assistance with purchasing equipment and renovation and building improvements, all with an anticipated total cost of approximately \$52,000.00 (the “Project”), in order to retain twelve (12) jobs and create an additional twelve (12) jobs within the City over the next three (3) years; and

WHEREAS, this Council has determined it to be in the best interest of the City to provide a loan in the principal amount of \$20,000.00 to provide funds for the Project, and said loan is forgivable and only repayable if certain deadlines and job creation levels are not met, all as set forth in the Loan Agreement on file with the Clerk of Council (the “Loan Agreement”).

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

SECTION 1. This Council hereby authorizes the execution and delivery, in the name and on behalf of the City, the Loan Agreement with Innovative Medical Equipment, LLC, in substantially the form now on file with the Clerk of Council, with all changes thereto that, in the judgment of the Mayor, are not inconsistent with this Ordinance or materially adverse to the City. The approval of any changes to the form of the Loan Agreement, and that such changes are not inconsistent with this Ordinance and not materially adverse to the City, shall be conclusively evidenced by the execution of the Loan Agreement by the Mayor.

SECTION 2. This Council hereby appropriates \$20,000.00 to the Beachwood Economic Impact Fund, established pursuant to Ordinance Nos. 2023-114 and 2024-18 (the “Program Fund”) and the Director of Finance is authorized to make payments from the Program Fund as set forth in the Loan Agreement.

SECTION 3. This Council authorizes each of the Mayor, the Law Director, the Finance Director, and the Economic Development Director, and other appropriate officers of the City, to

prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement the transactions contemplated in the Loan Agreement and this Ordinance.

SECTION 4. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

SECTION 5. This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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 \_\_\_ day of \_\_\_\_\_, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Clerk of Council

APPROVAL: I have approved this legislation this \_\_\_ day of \_\_\_\_\_, 2024 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

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LOAN AGREEMENT  
(Innovative Medical Equipment Loan)

by and between

THE CITY OF BEACHWOOD, OHIO

and

INNOVATIVE MEDICAL EQUIPMENT, LLC

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(This Table of Contents is not a part of the  
Loan Agreement but is for convenience of reference only.)

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EXHIBIT A – FORM OF NOTE

LOAN AGREEMENT

(Innovative Medical Equipment Loan)

This LOAN AGREEMENT (the “Agreement”), is made as of \_\_\_\_\_, 2024 by and between THE CITY OF BEACHWOOD, an Ohio municipal corporation, (the “Lender” or “City”) having mailing address of 25325 Fairmount Boulevard, Beachwood, Ohio 44122, and INNOVATIVE MEDICAL EQUIPMENT, LLC, an Ohio limited liability company, (“Borrower”) having a mailing address of 23950 Commerce Park, Beachwood, Ohio 44122 (Borrower and the Lender are each a “Party” hereto and collectively the “Parties”), under the following circumstances (with the capitalized terms used but not defined in the following recitals being used as defined in Article I):

RECITALS

A. Pursuant to Ordinance No. 2023-114 duly passed by the City Council on November 6, 2023, City Council approved and authorized the Beachwood Economic Impact Program including the Forgivable Loan Program and the Borrower submitted a Forgivable Loan Program Application to the City requesting assistance with purchasing furniture, fixtures and renovation and improvements at the Project Site, all with an anticipated total cost of approximately \$52,000.00 (the “Project”), and expected to retain twelve (12) jobs and create an additional twelve (12) jobs within three (3) years.

B. Pursuant to the provisions of Section 13 of Article VIII, Ohio Constitution, the City has determined that the Project is in the best interest of the City, that the Project furthers the health, safety and welfare of its residents, and that the Project is in accordance with the public purposes and provisions of applicable state, and local laws and requirements, which purposes include, but are not limited to, furtherance of the City’s goals to revitalize the part of the City where the Project Site is located; and facilitate commercial development in the City, all of which are expected to create and preserve jobs and employment opportunities in the City and enhance City tax revenues.

C. To expedite and facilitate Borrower’s redevelopment of the Project Site with the Project, the City has determined it to be in the best interest of the City to provide a loan to the Borrower in the principal amount of \$20,000.00 to provide funds for the Borrower’s capital improvements at the Project Site, and said loan is forgivable and only repayable if certain deadlines and job creation levels are not met, as set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1 Definitions. In addition to the words and terms defined in the recitals and elsewhere in this Agreement, the words and terms defined in this Article I shall, for

all purposes of this Agreement, have the meanings herein specified, except as otherwise expressly provided or unless the context otherwise requires.

“Borrower” means Innovative Medical Equipment, LLC.

“Guaranty Agreement” means the Guaranty dated \_\_\_\_\_, 2024, executed by the Guarantors in favor of the Lender guarantying payment of the Loan and other obligations therein.

“Event of Default” means any of the events described as an Event of Default in Section 6.1 hereof.

“Guarantors” means Dr. Bahman Guyuron, Brad Pulver, William Davis, Terry Ozan and Glen Guyuron, jointly and severally.

“Legislative Authority” means the City Council of the City.

“Loan” means the loan made by the Lender to the Borrower hereunder.

“Loan Balance” means the \$20,000.00 disbursed to or on behalf of Borrower, plus interest due on the Loan, and less any Loan forgiveness pursuant to Section 4.2 of this Agreement.

“Loan Closing Documents” means, in addition to this Agreement, the Guaranty Agreement, and the Note, such certificates and opinions as may reasonably be requested by the Parties to the Agreement, or their counsel, with respect to this Agreement or the Note.

“Loan Repayment Date” means the date that the balance of the Loan is due and payable to the Lender, which is [December 31], 2027

“Note” means the promissory note of the Borrower in the form attached to this Agreement as Exhibit A and in the principal amount of \$20,000.00 evidencing the obligations of the Borrower to repay the Loan.

“Person” or “person” or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Project Site” means 23950 Commerce Park, Suite 100, Beachwood, Ohio 44122, located within the City.

“State” means the State of Ohio.

#### SECTION 1.2 Rules of Construction.

(a) Unless the context clearly indicates to the contrary, the words “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

Words importing the singular number shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders.

(b) Any reference herein to the Lender or any officer or official thereof shall include those which succeed to their respective functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing such functions. Any reference herein to any other person or entity shall include his or its respective successors and assigns. Any reference herein to a section or provision of the Code or the Constitution of the State or to a section, provision or chapter of the Ohio Revised Code shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented or superseded; provided that no such change shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights of the Lender or the Borrower, as applicable, under this Agreement.

(c) The parties hereto acknowledge and agree that this Agreement is the product of an extensive and thorough arm's length negotiation and that each party has been given the opportunity to independently review the Agreement with legal counsel, and that each party has the requisite experience and sophistication to negotiate, understand, interpret and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement may not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction must be utilized.

SECTION 1.3 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

## ARTICLE II

### REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 2.1 Representations, Warranties and Covenants of the Lender.  
The Lender represents and warrants that:

(a) It is a municipal corporation and body corporate and politic duly organized and validly existing under the laws of the State.

(b) It has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement.

(c) It is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations contained in this Agreement.

(d) It has the legal right and is empowered to enter into the transactions contemplated by this Agreement.

(e) It has duly authorized the execution, delivery and performance of this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

The Lender makes no representation, either express or implied, as to the feasibility or utility of the Project for any purposes or needs of the Borrower or as to the present or any future condition of the Project.

SECTION 2.2 Representations, Warranties and Covenants of the Borrower.  
Borrower represents, warrants and covenants that:

(a) Borrower is a limited liability company duly organized and validly existing under the laws of the State and duly qualified to carry on its operations under the laws of the State.

(b) Borrower has full power and authority to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated hereby. That execution, delivery and performance do not, and will not, violate any provision of law applicable to Borrower or its governing documents and do not, and will not, conflict with or result in a default under any agreement or instrument to which Borrower is a party or by which it is bound. This Agreement has, by proper action, been duly authorized, executed and delivered by Borrower and all steps necessary have been taken to constitute this Agreement as a valid and binding obligation of Borrower.

(c) The provision of financial assistance to be made available to Borrower under this Agreement and the commitments therefor made by the Lender have induced Borrower to undertake the transactions contemplated by this Agreement.

(d) Borrower does not have any material liabilities, contingent or otherwise, whether due or to become due, including, without limitation, liabilities as guarantor under any guaranty, liabilities for taxes, liabilities for long-term leases, liabilities for unusual forward or long-term commitments or judgments.

### ARTICLE III

#### LOAN DISBURSEMENTS

SECTION 3.1 Disbursements. In accordance with the terms of this Agreement, including, without limitation, those conditions precedent specified in Section 3.2, the Lender agrees to disburse the Loan to Borrower to pay the costs of the Project.

SECTION 3.2 Conditions Precedent to Disbursements. The Lender's obligation to fund disbursement of the Loan shall be subject to the following conditions precedent: (a) all Loan Closing Documents have been executed and delivered to the Lender prior to disbursement; and (b) no uncured Events of Default exist.

ARTICLE IV

LOAN BY LENDER, REPAYMENT OF THE LOAN; LOAN FORGIVENESS

SECTION 4.1 Loan by Lender; Repayment of the Loan.

(a) Upon the terms and conditions of this Agreement, the Lender will make the Loan to the Borrower, subject to interest as set forth in the Note, in the amount of \$20,000.00. In consideration of and in repayment of the Loan, the Borrower shall repay the Loan on the Loan Repayment Date in accordance with the terms of this Agreement for the account of the Lender. To secure the Borrower's performance of its obligations under this Agreement and the Note, the Borrower shall on or before the Effective Date of this Agreement (i) execute and deliver the Note to the Lender, in the form attached hereto as Exhibit A and (ii) cause the Guarantors to execute and deliver the Guaranty Agreement to the Lender.

(b) Full repayment of the Loan Balance shall be due on the Loan Repayment Date (as such date may be extended by mutual written agreement of the Parties hereto).

(c) The obligation of Borrower to repay the Loan Balance shall be absolute and unconditional, and Borrower shall make such payments without abatement, diminution or deduction regardless of any cause or circumstance whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which Borrower may have or assert against Lender or any other person.

SECTION 4.2 Loan Forgiveness. Provided the Borrower maintains business operations in the City for a continuous period of at least three years from the date of this Agreement, on July 1, 2027, an amount equal to 75% of the income tax remitted by Borrower to the City regarding employees at the Project Site, from the date of this Agreement through June 30, 2027, will be forgiven and any accrued interest on that applicable portion. In order for the applicable portion of the Loan Balance to be forgiven, the Borrower shall submit a written request for such forgiveness to the City's Director of Finance, together with such evidence that the Borrower has paid said City income tax as the Director of Finance may reasonably require. Forgiveness shall be effective upon issuance of the Director of Finance of a written determination that he or she has confirmed the amount of loan forgiveness that the Borrower is entitled to pursuant to this Agreement, which determination shall not be unreasonably withheld.

ARTICLE V

PARTICULAR COVENANTS

SECTION 5.1 Indemnification. Borrower, its successors and assigns (collectively "Borrower Parties"), release Lender, its public officials, officers, employees, agents and contractors (collectively "Lender Parties") from, and agree that the Lender Parties shall not be liable for, and agree to protect, defend, indemnify and hold harmless the Lender Parties from and against any claim, loss or damage to property, or any injury to or death of any person, that may be occasioned by any cause whatsoever pertaining to the performance of any work with respect to the Project Site, or any breach or default on the part of such Borrower Parties in the

performance of any covenant or agreement to be performed by the Borrower Parties pursuant to the terms of this Agreement.

Borrower further agrees to protect, defend, indemnify and hold harmless Lender from and against any and all costs, liabilities, expenses and claims arising from any breach or default on the part of Borrower in the performance of any covenant or agreement to be performed by Borrower pursuant to the terms of this Agreement, or arising from any act or failure to act by Borrower, or any of its agents, contractors, servants, employees, or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the term of this Agreement, in or about the Project Site, and from and against all costs, liabilities and expenses incurred in or in connection with any claim, action or proceeding brought thereon. In case any action or proceeding is brought against Lender by reason of any such claim, Borrower, upon notice from Lender, covenants to resist or defend such action or proceeding at Borrower's expense. Nothing contained in this Section, however, shall require Borrower to indemnify Lender from any cost, liability, expense, loss or claim arising out of or resulting from the willful misconduct or gross negligence of Lender. This provision shall survive the expiration or termination of this Agreement.

SECTION 5.2 Maintenance of Existence. Borrower shall maintain its existence and shall remain in good standing and qualified to do business in the State and will not change its structure or amend its certificate of organization in any manner without the prior written consent of Lender. Borrower further will not dissolve or sell, transfer or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided, that it may do so if the surviving, resulting or transferee entity is other than Borrower, it assumes in writing all of the obligations of Borrower under this Agreement and it has a net worth equal to or greater than that of Borrower immediately prior to such consolidation, merger, sale or transfer. Borrower shall not permit one or more other entities to consolidate with or merge into it, without the prior written consent of Lender, or take any action or allow any action to be taken to terminate its existence except as provided herein.

SECTION 5.3 Compliance with Laws. Borrower shall, throughout the term of this Agreement and at no expense to Lender, promptly comply or cause compliance with all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to any work on the Project Site. Notwithstanding the foregoing, Borrower shall have the right to contest the legality or the applicability of any such law, ordinance, order, rule, regulation or requirement so long as in the opinion of Lender such contest shall not in any way materially adversely affect or impair the obligations of Borrower hereunder or any right or interest of the Lender in, to and under this Agreement.

SECTION 5.4 Real Estate Taxes; Utility Charges; Liens. Borrower shall pay and discharge, promptly as and when the same shall become due and payable, all real estate taxes, assessments, utility charges and mechanics liens or other liens that may be lawfully assessed against Borrower with respect to any work on the Project Site. Borrower may in good faith contest any such charges or liens, and in such event may permit such charges or liens to remain unsatisfied during the period of such contest and any appeal therefrom unless in the opinion of Lender by such action any right or interest of Lender in the Project Site or any part

thereof shall become subject to imminent loss or forfeiture, in which event such charge or lien shall be paid prior to any such loss or forfeiture.

SECTION 5.5 Insurance. At all times during the term of the Loan, the Borrower shall cause insurance policies to be maintained with companies, coverages, and in amounts consistent with businesses similar to the Borrower's business and shall maintain written documentation of such insurance coverage on file and produce a copy at the request of the Lender.

SECTION 5.6 Right of Access. Borrower shall keep all customary and necessary books and records related to the work on the Project Site it has undertaken and its performance under this Agreement. Borrower agrees that, subject to reasonable security and safety regulations and reasonable notice, Lender, and any of its duly authorized officials, employees, agents or contractors, shall have the right during normal business hours to inspect records with respect to the Project and to enter upon the Project Site for purposes of Project review and inspection. Borrower further agrees that after the occurrence of an Event of Default Lender, and its duly authorized officers, employees, agents or contractors, shall have such rights of reasonable access to the Project to cause the proper maintenance of the Project and for all other purposes consistent with its ownership of or interest in the Project Site.

SECTION 5.7 Minority Hiring Goal. Borrower shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in Cuyahoga County.

SECTION 5.8 Litigation Notice. Borrower shall give the prompt notice of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, or of any of the same which may be threatened, which if adversely determined, would materially impair its right to carry on the business which is contemplated in connection with the Project, or would materially and adversely affect its business, operations, properties, assets or condition.

## ARTICLE VI

### DEFAULTS AND REMEDIES

SECTION 6.1 Events of Default. Each of the following events is hereby declared an Event of Default:

(a) Borrower's failure to repay the Loan on the Loan Repayment Date when required therein (subject to notice and cure periods provided in the Note).

(b) Borrower's failure to observe and perform any of its other covenants, conditions or agreements contained herein for a period of 30 days after written notice (unless Lender shall agree in writing to an extension of such time prior to its expiration) specifying such failure and requesting that it be remedied, given by Lender to Borrower; provided however that if such failure shall be such that it can be corrected but not within such period, it shall not constitute

an Event of Default if corrective action is instituted by Borrower within such period and diligently pursued and corrected within 30 days after the expiration of the initial 30 day cure period.

(c) Borrower shall commence any case, proceeding or other action relating to it in bankruptcy or seeking reorganization, liquidation, dissolution, winding-up, arrangement, composition, readjustment of its debts, or for any other relief, under any bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or other similar act or law of any jurisdiction, now or hereafter existing; or Borrower shall apply for a receiver, custodian or trustee for all or a substantial part of its property; or Borrower shall make an assignment for the benefit of creditors; or Borrower shall be unable to, or shall admit in writing the inability to, pay its debts as they become due; or Borrower shall take any action indicating its consent to, approval of or acquiescence in, or in the furtherance of, any of the foregoing.

(d) Any case, proceeding or other action against Borrower shall be commenced in bankruptcy or seeking reorganization, liquidation, dissolution, winding up, arrangement, composition or readjustment of its debts, or any other relief, under any bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or other similar act or law of any jurisdiction, now or hereafter existing; or a receiver, custodian or trustee of Borrower or for all or a substantial part of its property shall be appointed; or a warrant of attachment, execution or restraint, or similar process shall be issued against any substantial part of the property of Borrower; and in each such case such condition shall continue for a period of 60 days undismissed, undischarged or unbonded.

(e) The death of all of the Guarantors and failure to replace such Guarantors with other guarantors reasonably satisfactory to Lender within 90 days following the death of the last remaining Guarantor, or a default by any of the Guarantors under the Guaranty Agreement.

The provisions of paragraph (b) of this Section are subject to the following limitations: if by reason of acts of God; winds; fires; epidemics; landslides; floods; droughts; famines; strikes; impacting space debris; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority not related to a direct act or omission by Borrower; insurrection; military action; war, whether or not declared; sabotage; riots; civil disturbances; explosions; breakage or accident to transmission pipes or canals; partial or entire failure of utilities; or any cause or event not reasonably within the control of Borrower, Borrower is unable in whole or in part to carry out the agreements on Borrower's part herein contained, other than obligations on the part of Borrower to carry insurance, to pay any taxes, and to make other payments or deposits pursuant to the terms hereof, Borrower shall not be deemed in default during the continuance of such inability. Borrower shall, however, use Borrower's best efforts to remedy with all reasonable dispatch the cause or causes preventing Borrower from carrying out Borrower's agreements provided, that Borrower shall not in any event be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of Borrower, not in the interest of Borrower.

The provisions of paragraphs (c) and (d) of this Section are subject to the condition that the declaration of an Event of Default due to any of the acts or circumstances specified therein, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of the United States Bankruptcy Code affecting or precluding such declaration or

exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

SECTION 6.2 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, any one or more of the following rights and remedies may be exercised:

(a) Acceleration of the Loan Balance whereupon the same shall become immediately due and payable.

(b) Lender may have access to and inspect, examine and make copies of, the financial books, records and accounts of Borrower pertaining to the Project.

(c) Lender may exercise any remedy provided for in this Agreement.

(d) Lender may take whatever action at law or in equity may appear necessary or desirable to collect any sums then due and thereafter to become due hereunder or to enforce the observance or performance of any covenant, condition or agreement of Borrower hereunder.

SECTION 6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other remedy, and every remedy shall be cumulative and in addition to every other remedy herein, or other agreements between Borrower and Lender pertaining to the Project, now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to enable Lender to exercise any remedy reserved to it herein, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

SECTION 6.4 Agreement to Pay Attorney's Fees and Expenses. If an Event of Default should occur and Lender should incur expenses, including reasonable attorneys' fees and expenses, in connection with the enforcement of this Agreement or the collection of sums due thereunder, the Borrower shall reimburse Lender for the expenses so incurred upon demand. If any such expenses are not so reimbursed, the amount thereof, together with interest thereon from the date of demand for payment at the interest rate for the Note plus 5.0%, and in any action brought to collect that indebtedness, Lender shall be entitled to seek the recovery of those expenses in such action except as limited by law or by judicial order or decision entered in such proceedings.

SECTION 6.5 Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling, and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable under the provisions of any applicable law.

SECTION 6.6 Remedies Under Uniform Commercial Code. In addition to any other remedies provided for hereby, Lender shall have the rights of a secured party and

Borrower shall have the rights of a debtor under the Uniform Commercial Code of the State of Ohio with respect to this Agreement upon the occurrence and continuance of an Event of Default hereunder.

## ARTICLE VII

### MISCELLANEOUS

SECTION 7.1 Terms of Agreement. This Agreement shall terminate upon payment in full of all sums payable under this Agreement, whereupon this Agreement, and the covenants of Borrower contained herein, shall be discharged, except for the obligations of Borrower under Section 5.3, which shall survive any termination of this Agreement. Lender in such case, on demand of Borrower and at Borrower's cost and expense, shall execute and deliver to Borrower such proper instrument or proper instruments acknowledging the release, satisfaction and termination of this Agreement.

SECTION 7.2 Notices. Unless otherwise provided for herein, all notices under this Agreement shall be in writing and shall be deemed duly given and delivered, if (i) mailed by certified mail, return receipt requested, first class postage prepaid, (ii) sent by a reputable commercial overnight or express delivery service with delivery confirmation, or (iii) personally delivered with signed receipt to the address set forth below or to such alternate address as any party hereto gives written notice in accordance herewith. If notice is delivered personally or by overnight or express delivery service and such delivery is refused by the recipient, notice shall be deemed given and delivered after two (2) business days after the time of mailing of notice in regular mail, first class postage prepaid. Notices shall be addressed as follows unless a Party provides written notice of a change of address to the other Party as provided herein.

If to Lender:	City of Beachwood, Ohio 25325 Fairmount Boulevard Beachwood, Ohio 44122 Attention: Economic Development Director
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If to Borrower:	Innovation Medical Equipment, LLC 23950 Commerce Park Beachwood, Ohio 44122 Attention:
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SECTION 7.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lender and Borrower and their respective heirs, legal representatives, successors and assigns.

SECTION 7.4 Severability. In case any clause, provision or section of this Agreement, or in case any covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Agreement, or any application thereof, is for any reason held to be illegal, invalid or inoperable, such illegality or invalidity or inoperability shall not affect the remainder thereof or any other clause, provision or section of

this Agreement or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Agreement, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein, nor shall such illegality or invalidity or inoperability or any application thereof affect any legal and valid and operable application from time to time, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent from time to time permitted by law.

SECTION 7.5 Amendments, Changes and Modifications. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated except by a writing executed by both Lender and Borrower.

SECTION 7.6 Execution Counterparts. This Agreement may be simultaneously executed in several counterparts (including electronically executed counterparts), each of which shall be an original and all of which shall constitute but one and the same instrument. Signatures transmitted by facsimile or electronic means are deemed original signatures. It will not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

SECTION 7.7 Extent of Covenants of the Lender; No Personal Liability. All covenants, obligations and agreements of Lender contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of Lender or the Legislative Authority in other than his or her official capacity, and neither the members of the Legislative Authority nor any official executing the Agreement shall be subject to any personal liability or accountability by reason of the issuance of the Loan or by reason of the covenants, obligations or agreements of Lender contained in this Agreement.

SECTION 7.8 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio, except to the extent that Ohio conflict of law rules would require the substantive rules of law of any other jurisdiction to apply.

[Signatures begin on next page]

IN WITNESS WHEREOF, Lender and Borrower have executed this Agreement all as of the date first above written.

THE CITY OF BEACHWOOD, OHIO

By: \_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Law Director

INNOVATIVE MEDICAL EQUIPMENT,  
LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

CERTIFICATE

The undersigned, fiscal officer of the City of Beachwood, Ohio, hereby certifies that the money required to meet the obligations of the City under the Agreement during calendar year 2024 has been lawfully appropriated by City Council for the purposes mentioned and is in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

\_\_\_\_\_  
Director of Finance

Dated: \_\_\_\_\_, 2024

EXHIBIT A

FORM OF NOTE

**COGNOVIT PROMISSORY NOTE**

(Innovative Medical Equipment Loan)

\$ 20,000.00 Principal Amount

[March \_\_], 2024

For value received, Innovative Medical Equipment, LLC, an Ohio limited liability company, (the “Borrower”), promises to pay to the order of the City of Beachwood, Ohio (the “Lender”), located at 25325 Fairmount Boulevard, Beachwood, Ohio 44122, or at such other address as may be designated in writing by the Lender, the Loan Balance as defined in the Loan Agreement for the Loan by and between the Lender and the Borrower, of even date (the “Loan Agreement”), with interest on the amount of the Loan Balance from time to time at the rate of the three percent (3%), until paid in full or forgiven pursuant to the Loan Agreement. The annual rate of interest stated herein shall be calculated based on a 365/366-day year and actual days elapsed.

The principal of and interest on this Note shall be paid in full on the Loan Repayment Date (as defined in the Loan Agreement), subject to any Loan forgiveness pursuant to the Loan Agreement.

This Note does not of itself constitute a commitment by Lender to make the disbursement of the Loan (as defined in the Loan Agreement) to Borrower. The conditions for making the disbursement are set forth in the Loan Agreement. The disbursement made by Lender to Borrower shall not exceed the face amount of this Note and the disbursement is limited by and subject to the conditions for making disbursement of the Loan as set forth in the Loan Agreement.

Borrower may prepay all or any portion of the principal sum hereof at any time. All such prepayments shall be applied first to the payment of accrued interest and then principal.

If a default shall occur in the payment due under this Note, in either case continuing for a period of ten (10) days after written notice of the failure to make any such payment when due and payable, or if an Event of Default as defined in the Loan Agreement shall have occurred and be continuing, then, at the option of Lender, the entire principal sum and all interest accrued hereon shall become due and payable at once, without demand or notice.

If any provision hereof is in conflict with any statute or rule of law of the State of Ohio or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed separable from and shall not invalidate any other provision of this Note.

If this Note is placed in an attorney's hands for collection or collected by suit or through the bankruptcy or probate, or any other court, either before or after maturity, there shall be paid to the holder of this Note reasonable attorney fees, costs and other expenses incurred by the holder in enforcing the terms of this Note.

The undersigned hereby authorizes any attorney-at-law to appear in any court of record situated in Cuyahoga County in the State of Ohio, or elsewhere where the undersigned resides or has its principal place of business, signed this Note, or can be found, after the obligation evidenced hereby, or any part thereof becomes due and is unpaid, and waives the issuance and service of process and confesses judgment against the undersigned in favor of the holder of this Note for the amount then appearing due, together with the costs of the suit, and thereupon to release all errors and waive all right to appeal and stay of execution.

This Note is executed as part of a business transaction and is not part of any consumer transaction.

This Note is executed in the City of Beachwood, Cuyahoga County, Ohio, and shall be construed in accordance with the laws of the State of Ohio.



## GUARANTY

This GUARANTY (the “Guaranty”) is executed and delivered as of \_\_\_\_\_, 2024 by Bahman Guyuron, Brad Pulver, William Davis, Terry Ozan and Glen Guyuron, (jointly and severally, the “Guarantor”), whose mailing address is 23950 Commerce Park, Beachwood, Ohio 44122, to the City of Beachwood, an Ohio municipal corporation (the “City”), whose mailing address is 25325 Fairmount Boulevard, Beachwood, Ohio 44122.

### Background Information

A. Pursuant to a Loan Agreement (the “Loan Agreement”) of even date herewith between the City and Innovative Medical Equipment, LLC, an Ohio limited liability company, (the “Borrower”), the City has agreed to make a loan (the “Loan”) in the maximum principal sum of \$20,000.00 to the Borrower.

B. As evidenced by a Cognovit Promissory Note (the “Note”) of even date herewith in the principal sum of \$20,000.00, the Borrower is required to repay the Loan as set forth in the Note.

### Provisions

NOW, THEREFORE, as an inducement to the City to make the Loan to the Borrower, and in consideration of the Loan by the City to the Borrower pursuant to the Loan Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby covenants, warrants, represents and agrees with the City as follows:

#### **Section 1. Definitions**

1.1 All capitalized terms used herein shall have the meanings set forth in the Loan Agreement unless the context or use expressly indicates different meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms therein defined.

#### **Section 2. Representations and Warranties**

2.1. Each Guarantor hereby represents and warrants as follows as to *itself*:

(a) There are no actions, suits or proceedings pending or threatened against or affecting the Guarantor which, if adversely determined, would individually or in the aggregate materially impair the ability of the Guarantor to perform its obligations under this Guaranty or adversely affect its financial condition.

(b) The Guarantor is not in default in the payment of any indebtedness for borrowed money or under any agreement or instrument evidencing any such indebtedness, and no event has occurred which by notice, the passage of time or otherwise would constitute any such event of default.

(c) The Guarantor has not made any contract or arrangement of any kind which has given rise to or the performance of which by the other party thereto would give rise to a lien or claim of lien on the Project.

(d) The financial statements of the Guarantor heretofore delivered to the City, if any, are true and correct in all respects and fairly present the financial condition of the Guarantor as of the dates thereof. No materially adverse change has occurred in the financial condition of the Guarantor reflected therein since the respective dates thereof.

All of the foregoing representations and warranties shall be deemed remade on the date of the disbursement of Loan proceeds and upon any extension of the Loan pursuant to the Loan Agreement. The Guarantor hereby agrees to indemnify and hold City free and harmless from and against all loss, cost, liability, damage, and expense, including attorney's fees and costs, which City may sustain by reason of the inaccuracy or breach of any of the foregoing representations and warranties as of the date the foregoing representations and warranties are made and are remade.

### **Section 3. Guaranty**

3.1. Each Guarantor hereby absolutely and unconditionally guarantees to the City for the City's benefit and that of the City's successors and assigns as the holder at any time and from time to time of the Note (a) the full and prompt payment of (i) all payments to be made by the Borrower to the City under the Note, the Loan Agreement and the Loan Closing Documents, and (ii) all expenses and charges, including, to the fullest extent permitted by law, court costs and attorneys' fees paid or incurred by the City in seeking advice with respect to this Guaranty or realizing any of the payments hereby guaranteed or in enforcing this Guaranty, and (b) the performance of any and all obligations of the Borrower under the Loan Closing Documents.

3.2. All obligations of the Guarantor under this Guaranty shall remain in full force and effect until (a) (i) the entire principal of, and interest on, the Note, (ii) all amounts payable under the Loan Agreement and the Loan Closing Documents and (iii) the expenses and charges described in Section 3.1(a) above shall have been paid, and (b) all of the obligations of the Borrower under the Loan Closing Documents have been met. All obligations of the Guarantor under this Guaranty shall be performed promptly and in good faith.

3.3. This Guaranty is a guaranty of payment and not of collection. No counterclaim, setoff, reduction of an obligation or defense of any kind which the Borrower or the Guarantor may have or assert against the City or which any of the Guarantor may have or assert against the Borrower or any other guarantor shall affect, modify or impair any of the Guarantor's obligations hereunder.

3.4. The Guarantor acknowledges that the City is making the Loan to the Borrower in reliance upon this Guaranty and the representations, warranties, covenants and agreements of the Guarantor made herein.

3.5. This Guaranty is an unconditional and absolute guaranty, irrespective of the validity,

regularity or enforceability of any of the Loan Closing Documents or any circumstances which might otherwise constitute a legal or equitable discharge or defense of the Guarantor, and without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

- (a) any extension, renewal, settlement, compromise, waiver or release in respect of any of the amounts guaranteed hereby by operation of law or otherwise, or any obligation of any other guarantor, or any default, failure or delay, willful or otherwise, in the payment or performance of the Borrower's obligations under the Loan Closing Documents or the Guarantor's obligations hereunder;
- (b) any modification or amendment of or supplement to the Loan Agreement or any other Loan Closing Document;
- (c) any release, nonperfection or invalidity of any direct or indirect security for any obligation of the Borrower under the Loan Agreement or any other Loan Closing Document, or any obligations of any other guarantor, or any action or failure to act by the City with respect to any collateral securing all or any part of the Loan and the other amounts payable under the Loan Closing Documents;
- (d) any change in the existence, structure or ownership of the Borrower or any other guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower or any other guarantor, or its assets or any resulting release or discharge of any obligation of the Borrower or any other guarantor;
- (e) the existence of any claim, setoff or other rights which the Guarantor may have at any time against the Borrower, any other guarantor, the City or any other person or entity, whether in connection herewith or any unrelated transactions, and the Guarantor waives such claim, setoff or other rights against the City and agrees to refrain from, until after repayment in full of the Loan, any defense, right of set-off or other claim which the Guarantor may have against Borrower;
- (f) any invalidity or unenforceability relating to or against the Borrower, or any other guarantor, for any reason related to the Loan Agreement, any other Loan Closing Document, or any provision of applicable law or regulation purporting to prohibit the payment by the Borrower, or any other guarantor, of the principal of or interest on the Note or any other amount payable by the Borrower under the Loan Agreement, the Note or any other Loan Closing Document; or
- (g) any other act or omission to act or delay of any kind by the Borrower, any other guarantor, the City or any other person or entity or any other circumstance whatsoever which might, but for the provisions of this section, constitute a legal or equitable discharge of the Guarantor's obligations hereunder.

3.6. The Guarantor consents and agrees that the City shall, at the City's discretion and without the necessity of obtaining any further consent of or giving notice to the Guarantor, have the right to (a) deal in any manner with the Borrower, including the right to grant any indulgence,

forbearance, change, amendment, release, extension or other modification of the Loan Closing Documents and to waive compliance with any of the terms or provisions of the Loan Closing Documents; (b) exchange, release, fail to resort to or otherwise deal in any manner with any security which may at any time be given to secure the Note, (c) effect any release, compromise or settlement with respect to the Loan Closing Documents, (d) accelerate the maturity of the Note, (e) accept partial payment or payments of or extend the time for payment of any amounts due on or under the Note, the Loan Agreement, any other Loan Closing Document or this Guaranty, and (f) agree to release any property from any mortgage, lien, pledge and security interest created by the Loan Closing Documents irrespective of the consideration, if any, received. Irrespective of the City taking or refraining from taking any of the above actions or any of the actions referred to in the Loan Closing Documents or this Guaranty, the obligations of the Guarantor under this Guaranty shall remain in full force and effect and shall not be affected, modified or impaired in any manner. The City has no duty to inform and the Guarantor is fully responsible for being and remaining informed by Borrower of all circumstances bearing on the risk of nonperformance of the Borrower's obligations.

3.7. Until the Note and all other amounts payable under the Loan Closing Documents have been paid in full, the Guarantor expressly waives any and all rights of subrogation, contribution, reimbursement, indemnity, exoneration, implied contract, recourse to security or any other claim (including any claim, as that term is defined in the federal Bankruptcy Code, and any amendments) which the Guarantor may now have or later acquire against the Borrower or any other person or entity directly or contingently liable for the Note and all other amounts payable under the Loan Closing Documents, arising from the existence or performance of the Guarantor's obligations under this Guaranty. The Guarantor further agrees that, to the extent such waiver of its rights of subrogation, contribution, reimbursement, indemnity, exoneration, implied contract, recourse to security or any other claim as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any and all rights of subrogation, contribution, reimbursement, indemnity, exoneration, implied contract, recourse to security or any other claim the Guarantor may have against the Borrower or any other person or entity directly or contingently liable for the Note and all other amounts payable under the Loan Closing Documents shall be junior and subordinate to any and all rights the City may have against the Borrower or any such other persons or entities or with respect to any collateral. If any amount shall be paid to the Guarantor on account of any such right to subrogation, contribution, reimbursement, indemnity, exoneration, implied contract, recourse to security or any other claim at any time when the Note and all other amounts payable under the Loan Closing Documents shall not have been paid in full, such amount shall be held in trust for the City and shall forthwith be paid over to the City to be credited and applied against the Note and/or all other amounts payable under the Loan Closing Documents, whether matured or unmatured, in accordance with the Loan Closing Documents.

The Guarantor further agrees that should any payments to the City on the Note or the other Loan Closing Documents be, in whole or in part, invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy act or code, state or federal law, common law or equitable doctrine, this Guaranty shall remain in full force and effect (or be reinstated as the case may be) until payment in full of any such amounts, which payment shall be due on demand.

#### **Section 4. Additional Covenants and Agreements**

4.1. Throughout the term of this Guaranty, the Guarantor shall:

(a) Forthwith upon learning of any of the following, deliver written notice thereof to the City, describing the same and the steps being taken by the Guarantor with respect thereto:

(i) the occurrence of any Event of Default hereunder or an event or circumstance which would constitute such an Event of Default, but for the requirement that notice be given, time elapse or otherwise, or

(ii) any action, suit or proceeding by the Guarantor or against the Guarantor at law or in equity, or before any governmental instrumentality or agency, is instituted or threatened which, if adversely determined, would materially and adversely affect the Guarantor's businesses, operations, properties, assets or financial condition.

(b) Pay and discharge promptly, or cause to be paid and discharged promptly, when due and payable, all taxes, assessments and governmental charges or levies imposed upon the Guarantor, the Guarantor's income or any of the Guarantor's property, or upon any part thereof, as well as all claims of any kind (including claims for labor, materials and supplies) which, if unpaid, might by law become a lien or charge upon the Guarantor's property.

Notwithstanding the preceding paragraph, the Guarantor may, at the Guarantor's expense and after prior notice to the City, by appropriate proceedings diligently prosecuted, contest in good faith the validity or amount of any such taxes, assessments, governmental charges, levies and claims and during the period of contest, and after notice to the City, may permit the items so contested to remain unpaid. However, if at any time the City shall notify the Guarantor that, in the opinion of legal counsel satisfactory to the City, by nonpayment of any such items the property or any part thereof subject to such items will be subject to imminent loss or forfeiture, the Guarantor shall promptly pay such taxes, assessments, charges, levies or claims.

(c) Use best efforts to cause the Borrower to perform in accordance with the terms and conditions of the Loan Closing Documents.

4.2. Throughout the term of this Guaranty, the Guarantor shall not:

(a) Enter into any agreement containing any provision which would be violated or breached by the performance of the Guarantor's obligations hereunder or under any instrument or document delivered or to be delivered by it hereunder or in connection herewith.

(b) Transfer or cause to be transferred, without sufficient consideration, to any person, entity or association of any kind whatsoever any property, real or personal, tangible or intangible, of any kind whatsoever which each owns having a total value in excess of 10% of the Guarantor's net worth (assets less liabilities) in any calendar year.

## **Section 5. Events of Default; Remedies**

5.1. Each of the following shall be an “Event of Default” hereunder:

(a) The occurrence of an “Event of Default” under the Loan Agreement or any other Loan Closing Document.

(b) The Guarantor shall: (i) admit in writing any inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against *it* or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of any of its property.

(c) The Guarantor shall fail to observe or perform any agreement, term or condition stated in this Guaranty.

5.2. Upon the occurrence of an Event of Default hereunder, the City may proceed hereunder and, in the City’s sole discretion, shall have the right to proceed first and directly against the Guarantor under this Guaranty without proceeding against or exhausting any other remedies which the City may have under the Loan Closing Documents and without resorting to any other security held by the City and the Guarantor hereby waives any right to require the City to join the Borrower or any other Guarantor in any action brought hereunder or to commence any action against or obtain any judgment against the Borrower or to pursue any other remedy or enforce any other right. The Guarantor further agrees that nothing contained herein or otherwise shall prevent the City from pursuing concurrently or successively all rights and remedies available to him at law and/or in equity or under the Note, Loan Agreement or any other Loan Closing Documents, and the exercise of any of his rights or the completion of any of his remedies shall not constitute a discharge of the Guarantor’s obligations hereunder.

5.3. The Guarantor expressly waives (i) notice, in writing or otherwise, from the City of the City’s acceptance and reliance of this Guaranty and any and all notices and demands of every kind which may be required to be given by any statute, rule or law, (ii) any and all rights such Guarantor may have under any anti-deficiency statute or other similar protections, (iii) waive presentment for payment, demand for payment, notice of nonpayment or dishonor, protest and notice of protest, diligence in collection and any and all formalities which otherwise might be legally required to charge the Guarantor with liability, and (iv) defenses based on suretyship or impairment of collateral. No modification or waiver of any of the provisions of this Guaranty shall be binding upon the City except as expressly set forth in a writing duly signed and delivered by the City.

**Section 6. General Provisions**

6.1. All terms, provisions and agreements contained in this Guaranty shall be construed liberally in favor of the City, shall inure to the benefit of and be enforceable by the City, the City's successors and assigns as holder of the Note, and shall be binding upon the Guarantor and the Guarantor's successors and assigns.

6.2. If any provision of this Guaranty is for any reason held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision of this Guaranty and this Guaranty shall be construed as if such illegal, invalid or unenforceable provision had not been contained herein.

6.3. This Guaranty shall not be modified except by a written agreement duly executed by the City and the Guarantor. The rights and remedies of the City hereunder shall not be altered, limited or waived by any representation, promise or course of conduct hereunder pursued by the City, unless evidenced by an agreement in writing duly executed by the City.

6.4. This Guaranty and the rights and obligations of the parties hereto, including third party beneficiaries, shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

6.5 THE GUARANTOR AND THE CITY, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS GUARANTY OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. THIS WAIVER SHALL NOT IN ANY WAY AFFECT THE CITY'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED HEREIN OR ANY RELATED INSTRUMENT OR AGREEMENT. NEITHER OF THE GUARANTOR NOR THE CITY SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE GUARANTOR OR THE CITY EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL OF THEM.

6.6. All covenants, obligations and agreements of the City contained in this Guaranty, if any, shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer of the City in other than his or her official capacity acting pursuant to applicable law.

6.7. This Guaranty may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered shall be an original, but all of which

together shall constitute but one and the same instrument.

6.8. This Guaranty sets forth the entire agreement between the parties hereto relating to the matters set forth herein and supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to such matters.

6.9. Any notices made or required to be given to any party pursuant to this Guaranty shall be in writing and shall be sent to the applicable party's address set forth herein by personal delivery, regular U.S. mail or overnight courier service. Each of the parties hereto may change their address for service of notice by giving written notice thereof to the other party hereto. Any notice given hereunder shall include the name and address of the Borrower.

6.10. The Guarantor hereby irrevocably authorizes any attorney-at-law, including any attorney-at-law employed or retained by the City, to appear for the Guarantor, in any action on this Guaranty in any court of record situated in Cuyahoga County, Ohio (which the Guarantor acknowledges to be the place where this Guaranty was executed), or in the county where the Guarantor then resides or can be found, to waive the issuing and service of process, and confess a judgment in favor of City, or other holder of this Guaranty, against all of the Guarantor, for the amount that may then be due, with interest at the rate provided for in the Loan Closing Documents, together with the costs of suit, and to waive and release all errors in said proceedings and the right to appeal from the judgment rendered. The Guarantor consents to the jurisdiction and venue of such courts. The Guarantor waives any conflict of interest that any attorney-at-law employed or retained by the City may have in confessing judgment hereunder and consents to the payment of a legal fee to any attorney-at-law confessing judgment hereunder.

IN WITNESS WHEREOF, this Guaranty has been executed and delivered as of the date first above written.

**WARNING -- BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.**

GUARANTOR:

BAHMAN GUYURON

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BRAD PULVER

---

WILLIAM DAVIS

---

TERRY OZAN

---

GLEN GUYURON

---

AN ORDINANCE AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR PROFESSIONAL AND OTHER SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

BE IT ORDAINED by the Council of the City of Beachwood, State of Ohio, that the Director of Finance is hereby authorized and directed to issue his respective warrants for the following claims, to wit:

Section 1:

<b>For Supplies and Services</b>	<b>March 4, 2024</b>	<b>\$ 44,855.75</b>
GPD	Engineering Services	\$ 25,850.00
Michael Wildermuth AIA Architect	Plan Review Services	\$ 709.75
Roetzel & Andress	Legal Services	\$ 195.00
Clancy and Associates LLC	Law Department Services	\$ 12,145.00
Chagrin River Watershed	Public Works Membership	\$ 5,956.00

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 4<sup>th</sup> day of March 2024 and presented to the Mayor.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 5<sup>th</sup> day of March 2024 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**Summary of Engineering Invoices**  
**March 4, 2024 Professional Service Ordinance**

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	ENCUMBRANCES		
								2024	2023	2022
2023120.04-3	2/9/2024	\$412.75	\$0.00	\$412.75	General		X			
2022120.07-11	2/9/2024	\$148.50	\$0.00	\$148.50	Deposits	Porshe of Beachwood	X			
2024120.02-1	2/9/2024	\$1,615.50	\$0.00	\$1,615.50	Deposits	Beachwood Schools	X			
2024119.90-1	2/9/2024	\$3,752.25	\$0.00	\$3,752.25	General		X			
2021119.91-32	2/9/2024	\$19,921.00	\$0.00	\$19,921.00	Capital				X	
<b>Total To Pay</b>				<b>\$25,850.00</b>						
<b>Total Capital Fund</b>				<b>\$19,921.00</b>						
<b>Total General Fund</b>				<b>\$4,165.00</b>						
<b>Total Deposits</b>				<b>\$1,764.00</b>						
<b>Total Street Const. Mant.</b>				<b>\$0.00</b>						
<b>Less: Billable Charges</b>				<b>(\$1,764.00)</b>						
<b>Net Paid by City:</b>				<b>\$24,086.00</b>						



**Invoice**

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

February 09, 2024  
 Invoice No: 2021119.91 - 32

**Invoice Total \$19,921.00**

Project 2021119.91 Beachwood - Richmond Road Signals  
 P.O. #2021-00640  
 Max Not to Exceed \$279,193.00  
**Professional Services from January 01, 2024 to January 26, 2024**

Task 051 Plan Development  
**Professional Personnel**

	Hours	Rate	Amount
Project Principal			
Hobbs, Michael	1.00	148.50	148.50
Sr. Project Manager			
Goetz, Kristy	17.00	123.00	2,091.00
Sr. Engineer			
Summerville, Marcus	14.00	113.75	1,592.50
Design Engineer			
Hobath, Julia	62.00	105.50	6,541.00
Staff Designer			
Stimson, Diana	14.00	72.25	1,011.50
Totals	108.00		11,384.50
<b>Total Labor</b>			<b>11,384.50</b>

**Total this Task \$11,384.50 ✓**

Task 056 Plan Development Additional  
**Professional Personnel**

	Hours	Rate	Amount
CAD Drafter			
Lessiter, Matthew	111.50	71.00	7,916.50
Totals	111.50		7,916.50
<b>Total Labor</b>			<b>7,916.50</b>

**Total this Task \$7,916.50**

Task 071 Basemapping

*PSI*  
**APPROVED FOR PAYMENT**  
 BY: *D.C. RESEK*

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON  
 INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN  
 Net 30 days.  
 DATE: *02-15-2024*  
 I/O: *2023-01448*

**Professional Personnel**

	Hours	Rate	Amount
Office Survey Technician 2			
Mills, Justin	8.00	77.50	620.00
Totals	8.00		620.00
<b>Total Labor</b>			<b>620.00</b>
		<b>Total this Task</b>	<b>\$620.00</b>

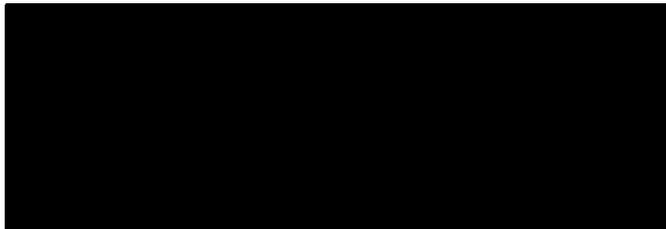
Billing Limits	Current	Prior	To-Date
Total Billings	19,921.00	124,566.65	144,487.65
Limit			279,193.00
Remaining			134,705.35
		<b>Total this Invoice</b>	<b><u>\$19,921.00</u></b>

**Outstanding Invoices**

Number	Date	Balance
31	1/12/2024	14,894.50
<b>Total</b>		<b>14,894.50</b>

**GPD Associates Invoices**  
**BILLING SUMMARY INPUT WORKSHEET**

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/02/21	2021119.91-1	2021119.91	03/26/21	POLICE	\$598.50
05/07/21	2021119.91-2	2021119.91	04/30/21	POLICE	\$467.50
06/04/21	2021119.91-3	2021119.91	05/28/21	POLICE	\$4,718.50
07/01/21	2021119.91-4	2021119.91	06/25/21	POLICE	\$12,051.00
08/10/21	2021119.91-5	2021119.91	07/30/21	POLICE	\$9,089.50
09/03/21	2021119.91-6	2021119.91	08/27/21	POLICE	\$1,410.50
10/06/21	2021119.91-7	2021119.91	09/24/21	POLICE	\$17,038.00
11/05/21	2021119.91-8	2021119.91	10/29/21	POLICE	\$961.14
12/02/21	2021119.91-9	2021119.91	11/26/21	POLICE	\$5,049.50
01/14/22	2021119.91-10	2021119.91	12/31/21	POLICE	\$834.50
02/03/22	2021119.91-11	2021119.91	01/28/22	POLICE	\$957.00
03/04/22	2021119.91-12	2021119.91	02/25/22	POLICE	\$561.00
03/31/22	2021119.91-13	2021119.91	03/25/22	POLICE	\$2,267.00
05/06/22	2021119.91-14	2021119.91	04/29/22	POLICE	\$1,278.50
06/07/22	2021119.91-15	2021119.91	05/27/22	POLICE	\$670.00
07/06/22	2021119.91-16	2021119.91	06/24/22	POLICE	\$846.00
08/12/22	2021119.91-17	2021119.91	07/29/22	POLICE	\$14,696.75
09/02/22	2021119.91-18	2021119.91	08/26/22	POLICE	\$11,670.00
10/14/22	2021119.91-19	2021119.91	09/30/22	POLICE	\$3,349.00
11/11/22	2021119.91-20	2021119.91	10/28/22	POLICE	\$444.00
02/10/23	2021119.91-21	2021119.91	01/27/23	POLICE	\$1,320.00
03/10/23	2021119.91-22	2021119.91	02/24/23	POLICE	\$1,342.88
05/12/23	2021119.91-23	2021119.91	04/28/23	POLICE	\$240.00
06/08/23	2021119.91-24	2021119.91	05/26/23	POLICE	\$862.88
07/14/23	2021119.91-25	2021119.91	06/30/23	POLICE	\$2,229.00
08/11/23	2021119.91-26	2021119.91	07/28/23	POLICE	\$201.50
08/30/23	2021119.91-27	2021119.91	08/25/23	POLICE	\$10,355.00
10/13/23	2021119.91-28	2021119.91	09/29/23	POLICE	\$1,060.00
11/10/23	2021119.91-29	2021119.91	10/27/23	POLICE	\$1,500.00
12/08/23	2021119.91-30	2021119.91	11/24/23	POLICE	\$1,603.00
12/31/23	2021119.91-31	2021119.91	12/31/23	POLICE	\$14,894.50
02/09/24	2021119.91-32	2021119.91	01/26/24	POLICE	\$19,921.00
					<u>\$144,487.65</u>



**Invoice**

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

*Porsche of Beachwood  
 #2022-09128*

February 09, 2024  
 Invoice No: 2022120.07 - 11

**Invoice Total \$148.50**

Project 2022120.07 Beachwood - Porsche Dealership - Orange Place  
**Professional Services from January 01, 2024 to January 26, 2024**

Task 110 Construction Inspection, including SWPPP  
**Professional Personnel**

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	1.00	148.50	148.50
Totals	1.00		148.50
<b>Total Labor</b>			<b>148.50</b>
		<b>Total this Task</b>	<b>\$148.50</b>
		<b>Total this Invoice</b>	<b>\$148.50</b>

**Billings to Date**

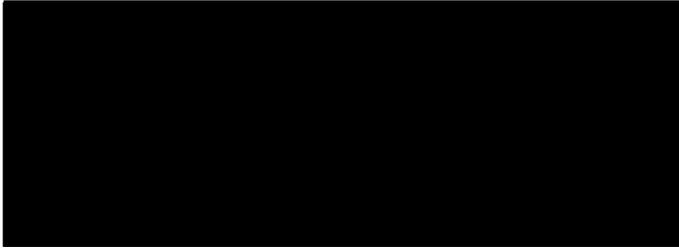
	Current	Prior	Total
Labor	148.50	12,542.00	12,690.50
<b>Totals</b>	<b>148.50</b>	<b>12,542.00</b>	<b>12,690.50</b>

*Bldg*  
**APPROVED FOR PAYMENT**  
 BY: \_\_\_\_\_  
 DATE: 2-13-24  
 P/O: 783. 600. 53130-NO PO

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
11/11/22	2022120.07-1	2022120.07	10/28/22	BUILDING	\$268.00
12/09/22	2022120.07-2	2022120.07	11/25/22	BUILDING	\$1,091.00
12/31/22	2022120.07-3	2022120.07	12/31/22	BUILDING	\$1,303.50
02/10/23	2022120.07-4	2022120.07	01/27/23	BUILDING	\$1,225.00
04/14/23	2022120.07-5	2022120.07	03/31/23	BUILDING	\$480.00
08/11/23	2022120.07-6	2022120.07	07/28/23	BUILDING	\$542.00
09/08/23	2022120.07-7	2022120.07	08/25/23	BUILDING	\$246.00
10/13/23	2022120.07-8	2022120.07	09/29/23	BUILDING	\$1,979.00
11/10/23	2022120.07-9	2022120.07	10/27/23	BUILDING	\$2,776.50
12/08/23	2022120.07-10	2022120.07	11/24/23	BUILDING	\$2,631.00
02/09/24	2022120.07-11	2022120.07	01/26/24	BUILDING	\$148.50

\$12,690.50



**Invoice**

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

February 09, 2024  
 Invoice No: 2023120.04 - 3

**Invoice Total \$412.75**

Project 2023120.04 Beachwood - True North Improvements  
Professional Services from January 01, 2024 to January 26, 2024

*General Fund*

Task 101 Inspection  
**Professional Personnel**

	Hours	Rate	Amount
Project Principal Ciuni, Joseph	2.00	148.50	297.00
Design Engineer Libert, Alicia	.50	105.50	52.75
Inspector Cortes, Hector	1.00	63.00	63.00
Totals	3.50		412.75
<b>Total Labor</b>			<b>412.75</b>

**Total this Task \$412.75**

**Total this Invoice \$412.75**

**Outstanding Invoices**

Number	Date	Balance
2	12/31/2023	567.25
<b>Total</b>		<b>567.25</b>

**Billings to Date**

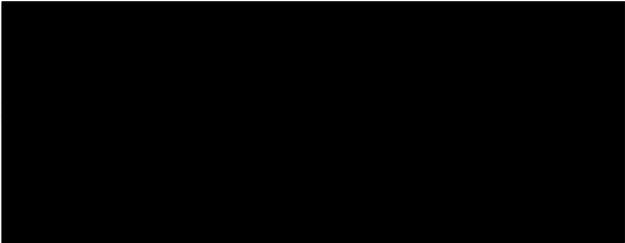
	Current	Prior	Total
Labor	412.75	1,288.25	1,701.00
<b>Totals</b>	<b>412.75</b>	<b>1,288.25</b>	<b>1,701.00</b>

*Bldg*  
 APPROVED FOR PAYMENT  
 BY: [Signature]  
 DATE: 2-13-24  
 P/O: 2024-00062

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
12/08/23	2023120.04-1	2023120.04	11/24/23	BUILDING	\$721.00
12/31/23	2023120.04-2	2023120.04	12/31/23	BUILDING	\$567.25
02/09/24	2023120.04-3	2023120.04	01/26/24	BUILDING	\$412.75

\$1,701.00



**Invoice**

City of Beachwood  
 Attn: Chief Katherine Dolan  
 kate.dolan@beachwoodohio.com  
 2700 Richmond Road  
 Beachwood, OH 44122

February 09, 2024  
 Invoice No: 2024119.90 - 1

<b>Invoice Total</b>	<b>\$3,752.25</b>
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Project 2024119.90 Beachwood - Traffic Services 2024  
 Letter Proposal  
 Max Not to Exceed \$36,000.00

**Professional Services from January 01, 2024 to January 26, 2024**

Task 050 January Traffic Services  
**Professional Personnel**

	Hours	Rate	Amount	
Project Principal				
Hobbs, Michael	1.00	148.50	148.50	
Sr. Project Manager				
Ferrell, Brett	11.00	123.00	1,353.00	
Goetz, Kristy	5.00	123.00	615.00	
Westbrooks, Kevin	11.00	123.00	1,353.00	
Staff Engineer/Architect				
Tondra, Brandon	3.00	94.25	282.75	
Totals	31.00		3,752.25	
<b>Total Labor</b>				<b>3,752.25</b>
				<b>Total this Task \$3,752.25</b>

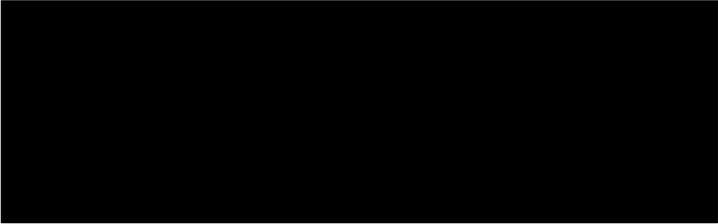
<b>Billing Limits</b>	Current	Prior	To-Date	
Total Billings	3,752.25	0.00	3,752.25	✓
Limit			36,000.00	
Remaining			32,247.75	
			<b>Total this Invoice</b>	<b><u>\$3,752.25</u></b> ✓

*Pol*  
**APPROVED FOR PAYMENT**  
 BY: D.C. RESEK  
 DATE: 02-15-2024  
 P/O: 2024-00148

**GPD Associates Invoices**  
BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024119.90-1	2024119.90	01/26/24	POLICE	\$3,752.25

\$3,752.25



**Invoice**

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

*Beachwood School*

February 09, 2024  
 Invoice No: 2024120.02 - 1

**Invoice Total \$1,615.50**

Project 2024120.02 Beachwood - Beachwood City Schools  
**Professional Services from January 01, 2024 to January 26, 2024**

Task 100 Bryden ES - Plan Review and inspection

**Professional Personnel**

	Hours	Rate	Amount	
Office Survey Technician 3 Tomic, Paul	2.50	95.00	237.50	
Project Principal Ciuni, Joseph	3.00	148.50	445.50	
Totals	5.50		683.00	
<b>Total Labor</b>				<b>683.00</b>
				<b>Total this Task \$683.00</b>

Task 101 Hilltop ES - Plan review and inspection

**Professional Personnel**

	Hours	Rate	Amount	
Office Survey Technician 3 Tomic, Paul	2.00	95.00	190.00	
Project Principal Ciuni, Joseph	5.00	148.50	742.50	
Totals	7.00		932.50	
<b>Total Labor</b>				<b>932.50</b>
				<b>Total this Task \$932.50</b>

**Total this Invoice \$1,615.50**

**Billings to Date**

	Current	Prior	Total
Labor	1,615.50	0.00	1,615.50
<b>Totals</b>	<b>1,615.50</b>	<b>0.00</b>	<b>1,615.50</b>

*Bldg*  
**APPROVED FOR PAYMENT**

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

BY: \_\_\_\_\_  
 P/O: 2024-00062

# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024120.02-1	2024120.02	01/26/24	BUILDING	\$1,615.50

\$1,615.50



MICHAEL H. WILDERMUTH, AIA, ARCHITECT

February 6, 2024

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

Re: Building Department  
Plan Review Services for January 2024

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

Plan Review for the month of January 2024..... \$709.75

Cost Breakdown Sheet Attached

**Total amount due..... \$709.75**

Respectfully,

*Michael H. Wildermuth*

Michael H. Wildermuth, AIA  
Master Plans Examiner

*All General Fund*

*[Signature]*  
APPROVED FOR PAYMENT  
DATE: 2-6-24  
BY:

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



MICHAEL H. WILDERMUTH, AIA, ARCHITECT  
Beachwood Plan Review

January 2024				
MHW	Beachwood	Job Name	Time	
Job No	Receipt No.			
CB2401-1 1-14-2024	2043- 00375,00378, 00384	Pointe East Condo FP Upgrade	2.0 H	\$167.00
CB2212-2 1-16-2024	2022-05593	Metro Health – Ambulatory - Alteration	2.0H	\$167.00
CB2403-1 1-16-2024	2024-00509	Park View	1.5H	\$125.25
CB2404-1 1-22-2024	2024-0007	Fairmount Playground	1.0H	\$83.50
CB2212-03 FA 1-22- 2024	2022-05593	Metro Health – Ambulatory Alteration Fire Alarm	2.0H	\$167.00
<b>Total</b>			<b>8.5 H</b>	<b>\$709.75</b>



APPROVED FOR PAYMENT

BY: [Signature]

DATE: 2/14/23

P/O: 2023-02425-02

REMIT TO ADDRESS:  
222 S. Main Street  
Akron, Ohio 44308-1500  
PHONE (330) 376-2700  
FAX (330) 376-4577  
RAMAIL@RALAW.COM

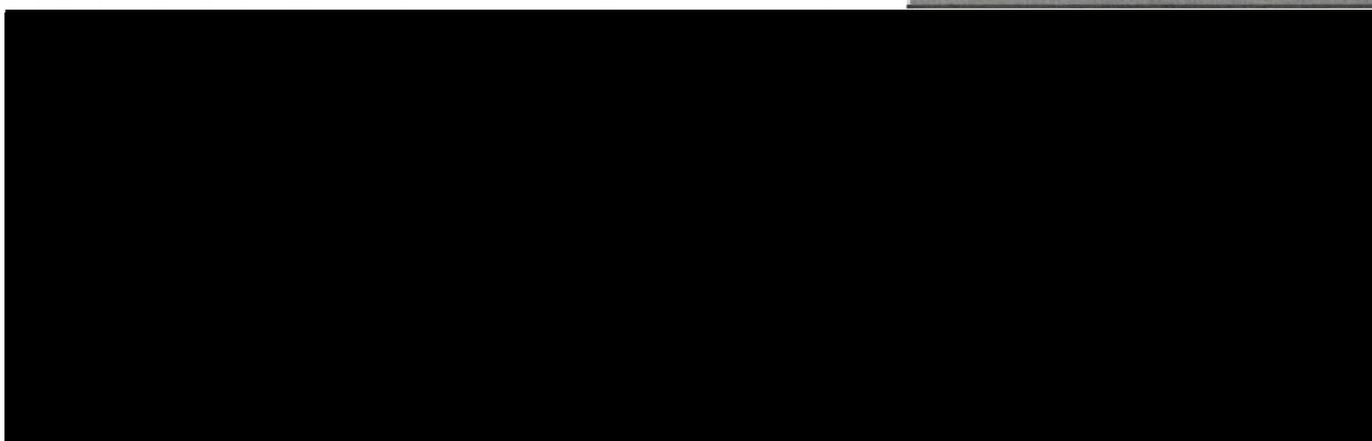


Email to: [accounts@beachwoodohio.com](mailto:accounts@beachwoodohio.com)  
CITY OF BEACHWOOD  
25325 FAIRMOUNT BLVD.  
BEACHWOOD, OH 44122

Invoice: 1444309  
Client/Matter: 144096.0001  
February 13, 2024

For Professional Services Rendered  
For The Period Through January 31, 2024

**Total Due This Invoice**      **\$ 195.00**



Professional Services      \$ 195.00

**TIMEKEEPER SUMMARY**

Timekeeper	Hours	Rate	Amount
Stephen W Funk	0.30	325.00	97.50
R. Todd Hunt	0.30	325.00	97.50
Totals	0.60		195.00

**Invoice Total**      \$ 195.00

**"THIS IS A CONFIDENTIAL ATTORNEY/CLIENT COMMUNICATION"**

# INVOICE

Clancy and Associates, LLC  
 800 Deep Woods Drive  
 Aurora, OH 44202

vanessa@clancyexams.com  
 +1 (440) 665-2670  
 www.clancyexams.com



RECEIVED

FEB 5 2024

FINANCE DEPT

## City of Beachwood

**Bill to**  
 City of Beachwood  
 25325 Fairmont Blvd.  
 Beachwood, Ohio 44122

**Ship to**  
 City of Beachwood  
 25325 Fairmont Blvd.  
 Beachwood, Ohio 44122

**Invoice details**

Invoice no.: 729  
 Terms: Net 30  
 Invoice date: 01/10/2024  
 Due date: 02/09/2024

*LAW*  
**APPROVED FOR PAYMENT**  
 BY: *NG Dupler*  
 DATE: *2/19/24*  
~~*2023-02339 - \$6,710.00*~~  
~~*P/O: 2024-00484 \$5,435.00*~~

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		<b>Promotional Exam</b> Promotional Exam up to 6 candidates- Fire Lieutenant		1	\$1,250.00	\$1,250.00
2.		<b>Per candidate fee above 6</b> Per candidate fee above 6-Written exam		13	\$15.00	\$195.00
3.		<b>Oral Board Assessment</b> Oral Board Assessment Day 1 -5 candidates		1	\$5,300.00	\$5,300.00
4.		<b>Oral Board Assessment Day 2</b> Oral Assessment Day 2--5candidates		1	\$2,650.00	\$2,650.00
5.		<b>Oral Board Assessment Day 2</b> Oral Assessment Day 3-5 candidates		1	\$2,650.00	\$2,650.00
6.		<b>Protest response fee</b> Protest response fee up to 10 questions		1	\$100.00	\$100.00

**Approved**  
*2/19/24*  
*2024*  
**Finance Director**

I DO HEREBY CERTIFY THERE ARE (AND WERE)  
 AT TIME OF RENDERING OF SERVICES)  
 SUFFICIENT FUNDS LAWFULLY APPROPRIATE  
 OR IN THE PROCESS OF COLLECTION TO  
 SUPPORT THE PROPOSED EXPENDITURE  
 REFERENCED IN THE ATTACHED DOCUMENTS  
*2/19/24*

**Total** **\$12,145.00**

*14*

*MK*

Chagrin River Watershed Partners, Inc.  
P.O. Box 229  
Willoughby, OH 44096-0229 US  
440-975-3870  
lmoran@crwp.org  
www.crwp.org

## INVOICE

**BILL TO**  
City of Beachwood  
25325 Fairmount Boulevard  
Beachwood, OH 44122

**INVOICE # 2772**  
**DATE 01/31/2024**  
**DUE DATE 03/01/2024**  
**TERMS Net 30**

DESCRIPTION	QTY	RATE	AMOUNT
January 1, 2024 through December 31, 2024 Chagrin River Watershed Partners Member Dues	1	5,956.00	5,956.00

*OK to pay  
C.U.*

**BALANCE DUE \$5,956.00**

*C. Arrietta*  
**APPROVED**  
**CHRISTOPHER ARRIETTA**  
**PUBLIC WORKS DIRECTOR**  
*2/13/24*  
**DATE**  
**CITY OF BEACHWOOD**

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

---

**TO:** Mayor Justin Berns; Director Chris Arrietta  
**FROM:** Larry Heiser, Finance Director *LH*  
**DATE:** February 13, 2024  
**SUBJECT:** Rubbish Truck to sell on GovDeals

Service Department has indicated that the following Rubbish Truck is aged and ready for disposal. I am asking for permission to sell the following Rubbish Truck on Govdeals.

2006 International Harvester 7400 with a Heil G12-341 28 yard packer with 121,258 miles. There are mechanical and rust repairs on both the truck and packer bodies.

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

Please call or email if you have any questions.

Approved 2/16/24



INTRODUCED BY:

ORDINANCE NO. 2024-38

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

WHEREAS, the City of Beachwood, Finance Director has determined that certain property as outlined in the attached memo is no longer needed for use in the City's Public Works Department, or for any other public use in the City; and

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

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

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

Section 1: In accordance with BCO Section 131.03(a) and based upon the recommendation of the Finance Director, the Mayor has determined that certain property as outlined in the memorandum to the Mayor, February 13, 2024, which is attached hereto and incorporated herein as Exhibit "A", is surplus property no longer needed for a public use. Furthermore, Council hereby authorizes the Mayor to sell the surplus property through the Internet Auction Listing Service, GovDeals, Inc.

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

Section 3: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that the sale and disposal of certain property as outlined may be facilitated as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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 4<sup>th</sup> day of March, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 5<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 5<sup>th</sup> day of March, 2024, and filed it with the Clerk.

\_\_\_\_\_  
Mayor

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

---

**TO:** Mayor Justin Berns  
**FROM:** Larry Heiser, Finance Director  
**DATE:** February 13, 2024  
**SUBJECT:** Signal Services

I am requesting that a new Ordinance be placed on the Council agenda to replace Ordinance 2023-132 for Signal Services. I am in receipt of a memo from Officer Richard Kemer to Deputy Chief Resek in regard to an older battery backup replacement and the need to replace a system at Chagrin and Pavilion Mall. Within just this memo the City will be spending \$17,305. Based upon prior spending and the additional \$17,305, I believe the not to exceed amount for 2024 should be \$75,000. There are other companies which do perform the work that Signal Service Co. does for the City of Beachwood, however, Signal Service has been maintaining and rebuilding our system for more than 15 years and has historical and solid knowledge of our signalization, crosswalk, and associated assets. I am requesting that City Council waive competitive bidding to award the repairs and upgrades as needed to Signal Service.

Please call or email if you have any questions.

INTRODUCED BY:

ORDINANCE NO. 2024-39

AN ORDINANCE AUTHORIZING THE MAYOR TO AMEND A CONTRACT WITH SIGNAL SERVICE COMPANY FOR TRAFFIC SIGNAL MONITORING AND REGULAR TRAFFIC SIGNAL MAINTENANCE SERVICE FOR 2024, WAIVING COMPETITIVE BIDDING, AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Ordinance No. 2022-159 authorized the renewal of the contract with Signal Service Company for Traffic Signal Monitoring and Regular Traffic Signal Maintenance Service for 2023 and 2024 in an amount not to exceed Fifty-Thousand Dollars and No/Cents (\$50,000.00); and

WHEREAS, all monies have been exhausted for 2023 necessary services and more expenses are expected for the remainder of 2024; and

WHEREAS, the Police Chief and Finance Director have recommended amending the existing contract with Signal Service Company for traffic signal monitoring and maintenance of traffic signals for 2024 in an amount not to exceed Seventy-Five Thousand Dollars and No/Cents (\$75,000.00), waiving competitive bidding based on Signal Service Company's intimate knowledge of the City's traffic control infrastructure and its excellent service for many years and based on the memorandum of the Finance Director which is part of the Council record, 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: Based upon the recommendation of the Police Chief and Finance Director, the Mayor is hereby authorized to amend the contract with Signal Service Company only for the purpose of increasing the amount of the contract to not exceed Seventy Five Thousand Dollars and No/Cents (\$75,000.00) with no other amendments, for the period of January 1, 2024, through December 31, 2024, a copy of which is attached hereto and incorporated herein as Exhibit "A", and waive competitive bidding.

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

Section 3: This Ordinance is declared to be an urgent measure 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 critical traffic signal repair services for the 2024 calendar year; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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 4<sup>th</sup> day of March, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 5<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 5<sup>th</sup> day of March, 2024, and filed it with the Clerk.

\_\_\_\_\_  
Mayor