



**BEACHWOOD SPECIAL CITY COUNCIL MEETING AGENDA  
TUESDAY, AUGUST 20, 2024,  
IMMEDIATELY FOLLOWING  
COMMITTEE OF THE WHOLE MEETING  
AT BEACHWOOD CITY HALL, CONFERENCE ROOM A, 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 (Consent Agenda):  
**Regular Council Meeting held on July 15, 2024**  
**Economic Development Committee Meeting held on July 15, 2024**  
**Committee of the Whole Meeting held on July 15, 2024**

**New Business**

**Ordinances**

**1. 2024-60**

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. 2024-61**

An Ordinance Amending Appropriations for Current Expenditures and Other Expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2024, January 1, 2024 to December 31, 2024, inclusive; and declaring this to be an urgent measure

**3. 2024-62**

An Ordinance declaring Certain Property used by the City's Various Departments 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

**4. 2024-63**

An Ordinance Rezoning 2555 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-036) and 2561 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-037), from U-1 Single Family Residential District to U-5 Public and Institutional District

**Resolutions**

**1. 2024-31**

A Resolution authorizing the Mayor to Purchase Permit, License, and Code Enforcement Software from Camino Technologies, Inc.; and declaring this to be an urgent measure

**2. 2024-32**

A Resolution authorizing an Agreement with Waste Management of Ohio, Inc. for Recycling Processing Services; and declaring this to be an urgent measure

**3. 2024-33**

A Resolution authorizing an Agreement with Kimble Company for Transfer and Disposal of Solid Waste Services; and declaring this to be an urgent measure

**Correspondence**

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

**Any other matters coming before City Council**

**Adjournment**

**Next Regular Council Meeting will be held on: Tuesday, September 3, 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, MMC**

\*\*\*\*\*  
**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.**

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

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

Section 1:

| For Supplies and Services          | August 20th , 2024     | \$ 169,692.90 |
|------------------------------------|------------------------|---------------|
| GPD                                | Engineering Services   | \$ 106,161.90 |
| Hennes                             | Professional Services  | \$ 8,025.00   |
| Sixmo Architects                   | Professional Services  | \$ 1,125.00   |
| Roetzel                            | Legal Services         | \$ 26,618.50  |
| Cleveland Guardians                | Contractional Services | \$ 3,525.00   |
| Cuyahoga Soil & Water              | Public Works Invoice   | \$ 23,050.00  |
| Code Consultation – Paul Kowalczyk | Professional Services  | \$ 1,187.50   |

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 20th day of August 2024 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 21st day of August 2024 and filed it with the Clerk.

Mayor



**Summary of Engineering Invoices**  
September 3, 2024 Professional Service Ordinance

| Invoice #      | Invoice Date | Original Amount | Adjustment | Payment Amount | Fund     | Billed               | Out | 2024         | 2023 | 2022 |
|----------------|--------------|-----------------|------------|----------------|----------|----------------------|-----|--------------|------|------|
|                |              |                 |            |                |          |                      |     | ENCUMBRANCES |      |      |
| 2023119.05-14  | 7/10/2024    | \$14,317.38     | \$0.00     | \$14,317.38    | Capital  |                      |     |              | X    |      |
| 2024119.04-5   | 7/10/2024    | \$39,463.25     | \$0.00     | \$39,463.25    | Capital  |                      |     | X            |      |      |
| 2024119..02-14 | 7/12/2024    | \$316.50        | \$0.00     | \$316.50       | Capital  |                      |     |              | X    |      |
| 2023119.10-9   | 7/12/2024    | \$2,932.13      | \$0.00     | \$2,932.13     | Capital  |                      |     |              | X    |      |
| 2024119.01-6   | 7/12/2024    | \$1,653.75      | \$0.00     | \$1,653.75     | General  |                      |     | X            |      |      |
| 2024119.02-6   | 7/12/2024    | \$30,087.51     | \$0.00     | \$30,087.51    | Capital  |                      |     | X            |      |      |
| 2024119.06-1   | 7/12/2024    | \$3,402.00      | \$0.00     | \$3,402.00     | General  |                      |     | X            |      |      |
| 2023120.03-4   | 7/12/2024    | \$148.50        | \$0.00     | \$148.50       | General  |                      |     | X            |      |      |
| 2023120.07-13  | 7/12/2024    | \$357.50        | \$0.00     | \$357.50       | Deposits | Porsche of Beachwood |     | X            |      |      |
| 2024120.02-6   | 7/12/2024    | \$1,333.38      | \$0.00     | \$1,333.38     | Deposits | Board of Education   |     | X            |      |      |
| 2024119.90-6   | 7/12/2024    | \$3,056.50      | \$0.00     | \$3,056.50     | General  |                      |     | X            |      |      |
| 2021119.91-37  | 7/12/2024    | \$9,093.50      | \$0.00     | \$9,093.50     | Capital  |                      |     | X            |      |      |

|                     |                            |
|---------------------|----------------------------|
| <b>Total To Pay</b> | <u><u>\$106,161.90</u></u> |
|---------------------|----------------------------|

|                                  |                            |
|----------------------------------|----------------------------|
| <b>Total Capital Fund</b>        | <b>\$96,210.27</b>         |
| <b>Total General Fund</b>        | <b>\$8,260.75</b>          |
| <b>Total Deposits</b>            | <b>\$1,690.88</b>          |
| <b>Total Street Const. Mant.</b> | <b>\$0.00</b>              |
| <b>Less: Billable Charges</b>    | <b>(\$1,690.88)</b>        |
| <b>Net Paid by City:</b>         | <u><u>\$104,471.02</u></u> |



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

RECEIVED **Invoice**

AUG 02 2024

FINANCE DEPT

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

July 12, 2024

Invoice No: 2024119.90 - 6

|                      |                   |
|----------------------|-------------------|
| <b>Invoice Total</b> | <b>\$3,056.50</b> |
|----------------------|-------------------|

Project 2024119.90 Beachwood - Traffic Services 2024

Letter Proposal

Max Not to Exceed \$36,000.00

**Professional Services from June 01, 2024 to June 28, 2024**

Task 055 June Traffic Services

**Professional Personnel**

|                          | Hours | Rate   | Amount                 |                   |
|--------------------------|-------|--------|------------------------|-------------------|
| Project Principal        |       |        |                        |                   |
| Hobbs, Michael           | 2.50  | 148.50 | 371.25                 |                   |
| Sr. Project Manager      |       |        |                        |                   |
| Ferrell, Brett           | 8.00  | 123.00 | 984.00                 |                   |
| Westbrooks, Kevin        | 10.00 | 123.00 | 1,230.00               |                   |
| Staff Engineer/Architect |       |        |                        |                   |
| Tondra, Brandon          | 5.00  | 94.25  | 471.25                 |                   |
| Totals                   | 25.50 |        | 3,056.50               |                   |
| <b>Total Labor</b>       |       |        |                        | <b>3,056.50</b>   |
|                          |       |        | <b>Total this Task</b> | <b>\$3,056.50</b> |

| Billing Limits | Current  | Prior                     | To-Date             |
|----------------|----------|---------------------------|---------------------|
| Total Billings | 3,056.50 | 15,790.75                 | 18,847.25 ✓         |
| Limit          |          |                           | 36,000.00           |
| Remaining      |          |                           | 17,152.75           |
|                |          | <b>Total this Invoice</b> | <b>\$3,056.50</b> ✓ |

**Outstanding Invoices**

| Number       | Date     | Balance         |
|--------------|----------|-----------------|
| 5            | 6/9/2024 | 3,383.50        |
| <b>Total</b> |          | <b>3,383.50</b> |

pol  
APPROVED FOR PAYMENT  
BY: P.C. Resek  
DATE: 07-16-2024  
P/O: 2024-00148

**GPD Associates Invoices**

**BILLING SUMMARY INPUT WORKSHEET**

|          |               |            |                  |           | TOTAL      |
|----------|---------------|------------|------------------|-----------|------------|
| INV DATE | INV #         | PROJ NO.   | ServiceThru Date | DEPT CHGD | COST       |
| 02/09/24 | 2024119.90-1  | 2024119.90 | 01/26/24         | POLICE    | \$3,752.25 |
| 03/08/24 | 2024119.90-2R | 2024119.90 | 02/23/24         | POLICE    | \$2,377.75 |
| 04/12/24 | 2024119.90-3  | 2024119.90 | 03/29/24         | POLICE    | \$3,622.75 |
| 05/10/24 | 2024119.90-4  | 2024119.90 | 04/26/24         | POLICE    | \$2,654.50 |
| 06/09/24 | 2024119.90-5  | 2024119.90 | 05/31/24         | POLICE    | \$3,383.50 |
| 07/12/24 | 2024119.90-6  | 2024119.90 | 06/28/24         | POLICE    | \$3,056.50 |

\$18,847.25



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

Invoice

RECEIVED

AUG 02 2024

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

July 12, 2024

Invoice No:

2021119.91

FINANCE DEPT

Invoice Total \$9,093.50

Project 2021119.91 Beachwood - Richmond Road Signals

P.O. # ~~2021-00640~~  
Max Not to Exceed \$279,193.00

Professional Services from June 01, 2024 to June 28, 2024

Task 056 Plan Development Additional

Professional Personnel

|                        | Hours | Rate   | Amount     |
|------------------------|-------|--------|------------|
| Sr. Project Manager    |       |        |            |
| Goetz, Kristy          | 13.00 | 123.00 | 1,599.00   |
| Westbrooks, Kevin      | 5.00  | 123.00 | 615.00     |
| Design Engineer        |       |        |            |
| Hobrath, Julia         | 35.00 | 105.50 | 3,692.50   |
| Staff Designer         |       |        |            |
| Stimson, Diana         | 28.00 | 72.25  | 2,023.00   |
| CAD Drafter            |       |        |            |
| Dombrosky, Jr., David  | 6.00  | 71.00  | 426.00     |
| Eng./Arch. Intern/Coop |       |        |            |
| Croxton, Colby         | 7.00  | 61.50  | 430.50     |
| Goins, Luke            | 5.00  | 61.50  | 307.50     |
| Totals                 | 99.00 |        | 9,093.50   |
| Total Labor            |       |        | 9,093.50   |
| Total this Task        |       |        | \$9,093.50 |

| Billing Limits | Current  | Prior      | To-Date    |
|----------------|----------|------------|------------|
| Total Billings | 9,093.50 | 201,709.16 | 210,802.66 |
| Limit          |          |            | 279,193.00 |
| Remaining      |          |            | 68,390.34  |

Total this Invoice \$9,093.50

Outstanding Invoices

| Number | Date     | Balance  |
|--------|----------|----------|
| 36     | 6/9/2024 | 8,361.13 |
| Total  |          | 8,361.13 |

APPROVED FOR PAYMENT

BY: D.C. RESEK

DATE: 07-16-2024

P/O: 2023-01448

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

|         |            |                                   |         |    |
|---------|------------|-----------------------------------|---------|----|
| Project | 2021119.91 | Beachwood - Richmond Road Signals | Invoice | 37 |
|---------|------------|-----------------------------------|---------|----|



# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

| INV DATE | INV #         | PROJ NO.   | ServiceThru Date | DEPT CHGD | TOTAL<br>COST       |
|----------|---------------|------------|------------------|-----------|---------------------|
| 04/02/21 | 2021119.91-1  | 2021119.91 | 03/26/21         | POLICE    | \$598.50            |
| 05/07/21 | 2021119.91-2  | 2021119.91 | 04/30/21         | POLICE    | \$467.50            |
| 06/04/21 | 2021119.91-3  | 2021119.91 | 05/28/21         | POLICE    | \$4,718.50          |
| 07/01/21 | 2021119.91-4  | 2021119.91 | 06/25/21         | POLICE    | \$12,051.00         |
| 08/10/21 | 2021119.91-5  | 2021119.91 | 07/30/21         | POLICE    | \$9,089.50          |
| 09/03/21 | 2021119.91-6  | 2021119.91 | 08/27/21         | POLICE    | \$1,410.50          |
| 10/06/21 | 2021119.91-7  | 2021119.91 | 09/24/21         | POLICE    | \$17,038.00         |
| 11/05/21 | 2021119.91-8  | 2021119.91 | 10/29/21         | POLICE    | \$961.14            |
| 12/02/21 | 2021119.91-9  | 2021119.91 | 11/26/21         | POLICE    | \$5,049.50          |
| 01/14/22 | 2021119.91-10 | 2021119.91 | 12/31/21         | POLICE    | \$834.50            |
| 02/03/22 | 2021119.91-11 | 2021119.91 | 01/28/22         | POLICE    | \$957.00            |
| 03/04/22 | 2021119.91-12 | 2021119.91 | 02/25/22         | POLICE    | \$561.00            |
| 03/31/22 | 2021119.91-13 | 2021119.91 | 03/25/22         | POLICE    | \$2,267.00          |
| 05/06/22 | 2021119.91-14 | 2021119.91 | 04/29/22         | POLICE    | \$1,278.50          |
| 06/07/22 | 2021119.91-15 | 2021119.91 | 05/27/22         | POLICE    | \$670.00            |
| 07/06/22 | 2021119.91-16 | 2021119.91 | 06/24/22         | POLICE    | \$846.00            |
| 08/12/22 | 2021119.91-17 | 2021119.91 | 07/29/22         | POLICE    | \$14,696.75         |
| 09/02/22 | 2021119.91-18 | 2021119.91 | 08/26/22         | POLICE    | \$11,670.00         |
| 10/14/22 | 2021119.91-19 | 2021119.91 | 09/30/22         | POLICE    | \$3,349.00          |
| 11/11/22 | 2021119.91-20 | 2021119.91 | 10/28/22         | POLICE    | \$444.00            |
| 02/10/23 | 2021119.91-21 | 2021119.91 | 01/27/23         | POLICE    | \$1,320.00          |
| 03/10/23 | 2021119.91-22 | 2021119.91 | 02/24/23         | POLICE    | \$1,342.88          |
| 05/12/23 | 2021119.91-23 | 2021119.91 | 04/28/23         | POLICE    | \$240.00            |
| 06/08/23 | 2021119.91-24 | 2021119.91 | 05/26/23         | POLICE    | \$862.88            |
| 07/14/23 | 2021119.91-25 | 2021119.91 | 06/30/23         | POLICE    | \$2,229.00          |
| 08/11/23 | 2021119.91-26 | 2021119.91 | 07/28/23         | POLICE    | \$201.50            |
| 08/30/23 | 2021119.91-27 | 2021119.91 | 08/25/23         | POLICE    | \$10,355.00         |
| 10/13/23 | 2021119.91-28 | 2021119.91 | 09/29/23         | POLICE    | \$1,060.00          |
| 11/10/23 | 2021119.91-29 | 2021119.91 | 10/27/23         | POLICE    | \$1,500.00          |
| 12/08/23 | 2021119.91-30 | 2021119.91 | 11/24/23         | POLICE    | \$1,603.00          |
| 12/31/23 | 2021119.91-31 | 2021119.91 | 12/31/23         | POLICE    | \$14,894.50         |
| 02/09/24 | 2021119.91-32 | 2021119.91 | 01/26/24         | POLICE    | \$19,921.00         |
| 03/08/24 | 2021119.91-33 | 2021119.91 | 02/23/24         | POLICE    | \$35,822.88         |
| 04/12/24 | 2021119.91-34 | 2021119.91 | 03/29/24         | POLICE    | \$11,131.00         |
| 05/10/24 | 2021119.91-35 | 2021119.91 | 04/26/24         | POLICE    | \$1,906.50          |
| 06/09/24 | 2021119.91-36 | 2021119.91 | 05/31/24         | POLICE    | \$8,361.13          |
| 07/12/24 | 2021119.91-37 | 2021119.91 | 06/28/24         | POLICE    | \$9,093.50          |
|          |               |            |                  |           | <u>\$210,802.66</u> |



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

RECEIVED Invoice

AUG 02 2024

FINANCE DEPT

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

July 10, 2024

Invoice No: 2023119.05 - 14

Invoice Total \$14,317.38

Project 2023119.05 Beachwood -Timberlane-Green Construction

P.O.# 2023-01261 \$155,000.00

Professional Services from June 01, 2024 to June 28, 2024

Task 100 Construction Admin.

**Professional Personnel**

|                          | Hours | Rate   | Amount            |
|--------------------------|-------|--------|-------------------|
| Project Principal        |       |        |                   |
| Ciuni, Joseph            | 7.00  | 148.50 | 1,039.50          |
| Hewitt, James            | .50   | 148.50 | 74.25             |
| Design Engineer          |       |        |                   |
| Libert, Alicia           | 16.00 | 105.50 | 1,688.00          |
| Construction Coordinator |       |        |                   |
| Hollo, Gary              | 4.00  | 86.00  | 344.00            |
| Totals                   | 27.50 |        | 3,145.75          |
| <b>Total Labor</b>       |       |        | <b>3,145.75</b>   |
| <b>Total this Task</b>   |       |        | <b>\$3,145.75</b> |

Task 200 Inspection

**Professional Personnel**

|                        | Hours  | Rate   | Amount             |
|------------------------|--------|--------|--------------------|
| Design Engineer        |        |        |                    |
| Getz, Collin           | 4.50   | 105.50 | 474.75             |
| Sr. Designer           |        |        |                    |
| Woycitzky, Robert      | 10.50  | 88.75  | 931.88             |
| Inspector              |        |        |                    |
| McTaggart, Thomas      | 155.00 | 63.00  | 9,765.00           |
| Totals                 | 170.00 |        | 11,171.63          |
| <b>Total Labor</b>     |        |        | <b>11,171.63</b>   |
| <b>Total this Task</b> |        |        | <b>\$11,171.63</b> |

APPROVED FOR PAYMENT

BY: *[Signature]*

DATE: 7-19-24

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

2023-01261



|                           |            |                                          |              |                           |    |
|---------------------------|------------|------------------------------------------|--------------|---------------------------|----|
| Project                   | 2023119.05 | Beachwood -Timberlane-Green Construction |              | Invoice                   | 14 |
| <b>Billing Limits</b>     |            | <b>Current</b>                           | <b>Prior</b> | <b>To-Date</b>            |    |
| Total Billings            |            | 14,317.38                                | 109,192.88   | 123,510.26                |    |
| Limit                     |            |                                          |              | 155,000.00                |    |
| Remaining                 |            |                                          |              | 31,489.74                 |    |
| <b>Total this Invoice</b> |            |                                          |              | <b><u>\$14,317.38</u></b> |    |



**Outstanding Invoices**

| Number       | Date      | Balance          |
|--------------|-----------|------------------|
| 13           | 6/14/2024 | 21,429.13        |
| <b>Total</b> |           | <b>21,429.13</b> |

**Billings to Date**

|               | <b>Current</b>   | <b>Prior</b>      | <b>Total</b>      |
|---------------|------------------|-------------------|-------------------|
| Labor         | 14,317.38        | 104,827.88        | 119,145.26        |
| Expense       | 0.00             | 4,365.00          | 4,365.00          |
| <b>Totals</b> | <b>14,317.38</b> | <b>109,192.88</b> | <b>123,510.26</b> |



## GPD Associates Invoices

### BILLING SUMMARY INPUT WORKSHEET

| INV DATE | INV #          | PROJ NO.   | ServiceThru Date | DEPT CHGD | TOTAL<br>COST |
|----------|----------------|------------|------------------|-----------|---------------|
| 04/14/23 | 2023119.05-1   | 2023119.05 | 03/31/23         | SERVICE   | \$4,516.75    |
| 05/12/23 | 2023119.05-2   | 2023119.05 | 04/28/23         | SERVICE   | \$5,162.00    |
| 06/09/23 | 2023119.05-3   | 2023119.05 | 05/26/23         | SERVICE   | \$2,126.00    |
| 09/08/23 | 2023119.05-4   | 2023119.05 | 08/25/23         | SERVICE   | \$222.00      |
| 10/13/23 | 2023119.05-5   | 2023119.05 | 09/29/23         | SERVICE   | \$4,994.50    |
| 11/10/23 | 2023119.05-6   | 2023119.05 | 10/27/23         | SERVICE   | \$609.50      |
| 12/08/23 | 2023119.05-7   | 2023119.05 | 11/24/23         | SERVICE   | \$2,325.00    |
| 12/31/23 | 2023119.05-8   | 2023119.05 | 12/31/23         | SERVICE   | \$8,074.75    |
| 01/31/24 | 2023119.05-9   | 2023119.05 | 01/26/24         | SERVICE   | \$10,526.50   |
| 03/08/24 | 2023119.05-10  | 2023119.05 | 02/23/24         | SERVICE   | \$12,455.50   |
| 04/12/24 | 2023119.05-11R | 2023119.05 | 03/29/24         | SERVICE   | \$23,979.50   |
| 05/10/24 | 2023119.05-12  | 2023119.05 | 04/26/24         | SERVICE   | \$12,771.75   |
| 06/14/24 | 2023119.05-13  | 2023119.05 | 05/31/24         | SERVICE   | \$21,429.13   |
| 07/10/24 | 2023119.05-14  | 2023119.05 | 06/28/24         | SERVICE   | \$14,317.38   |

\$123,510.26



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

RECEIVED  
Invoice

AUG 02 2024

FINANCE DEPT

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

July 10, 2024

Invoice No: 2024119.04 - 5

Invoice Total **\$39,463.25**

Project 2024119.04 Beachwood - Bryden Sewer Pre-Design

P.O. #2024-00448

Max Not to Exceed \$175,404.00

Professional Services from June 01, 2024 to June 28, 2024

Task 100 Pre-Design  
Professional Personnel

|                          | Hours | Rate     | Amount           |
|--------------------------|-------|----------|------------------|
| Project Principal        |       |          |                  |
| Hewitt, James            | 2.00  | 148.50 ✓ | 297.00           |
| Sr. Project Manager      |       |          |                  |
| Rufener, Jesse           | 31.00 | 123.00 ✓ | 3,813.00         |
| Design Engineer          |       |          |                  |
| Getz, Collin             | 18.50 | 105.50 ✓ | 1,951.75         |
| Wojciechowski, Taylor    | 31.00 | 105.50 ✓ | 3,270.50         |
| Staff Engineer/Architect |       |          |                  |
| Flores, Daniel           | 13.00 | 94.25 ✓  | 1,225.25         |
| Totals                   | 95.50 |          | 10,557.50        |
| <b>Total Labor</b>       |       |          | <b>10,557.50</b> |

**Reimbursable Expenses**

|                            |            |                        |                    |
|----------------------------|------------|------------------------|--------------------|
| Other Reimbursable Exp.    |            |                        |                    |
| 7/2/2024                   | AECOM Inc. | Prof. Services         | 10,150.00          |
| <b>Total Reimbursables</b> |            |                        | <b>10,150.00</b>   |
|                            |            | <b>Total this Task</b> | <b>\$20,707.50</b> |

Task 170 Survey  
Professional Personnel

|                            | Hours | Rate     | Amount   |
|----------------------------|-------|----------|----------|
| Field Survey Technician 3  |       |          |          |
| Tribuzi, Ryan              | 9.00  | 115.00 ✓ | 1,035.00 |
| Office Survey Technician 3 |       |          |          |
| Arnold, Casey              | 15.00 | 95.00 ✓  | 1,425.00 |
| Tomic, Paul                | 3.00  | 95.00 ✓  | 285.00   |

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

APPROVED FOR PAYMENT

DATE: 7-19-24

P/O: 2024-00448

|                            |                |                                     |                |                    |                    |
|----------------------------|----------------|-------------------------------------|----------------|--------------------|--------------------|
| Project                    | 2024119.04     | Beachwood - Bryden Sewer Pre-Design |                | Invoice            | 5                  |
| Office Survey Technician 2 |                |                                     |                |                    |                    |
| Mills, Justin              | 31.50          | 77.50                               | ✓              | 2,441.25           |                    |
| Field Survey Technician 1  |                |                                     |                |                    |                    |
| Gregory, Timothy           | 10.00          | 85.00                               | ✓              | 850.00             |                    |
| Kachline, Dylan            | 10.00          | 85.00                               |                | 850.00             | ✓                  |
| Sr. Project Manager        |                |                                     |                |                    |                    |
| Wojciechowski, Kevin       | .50            | 123.00                              | ✓              | 61.50              |                    |
| Survey Project Manager     |                |                                     |                |                    |                    |
| Treat, Adam                | 85.50          | 123.00                              |                | 10,516.50          |                    |
| Sr. Designer               |                |                                     |                |                    |                    |
| Conner, Nathan             | 8.00           | 88.75                               |                | 710.00             |                    |
| Project Aid/Clerical       |                |                                     |                |                    |                    |
| DuBose, Amanda             | .50            | 56.00                               |                | 28.00              |                    |
| Eng./Arch. Intern/Coop     |                |                                     |                |                    |                    |
| Stillion, Joshua           | 9.00           | 61.50                               |                | 553.50             |                    |
| Totals                     | 182.00         |                                     |                | 18,755.75          |                    |
| <b>Total Labor</b>         |                |                                     |                |                    | <b>18,755.75</b>   |
|                            |                | <b>Total this Task</b>              |                |                    | <b>\$18,755.75</b> |
| <b>Billing Limits</b>      | <b>Current</b> | <b>Prior</b>                        | <b>To-Date</b> |                    |                    |
| Total Billings             | 39,463.25      | 51,077.63                           | 90,540.88      | ✓                  |                    |
| Limit                      |                |                                     | 175,404.00     |                    |                    |
| Remaining                  |                |                                     | 84,863.12      |                    |                    |
|                            |                | <b>Total this Invoice</b>           |                | <b>\$39,463.25</b> | ✓                  |

#### Outstanding Invoices

| Number       | Date      | Balance          |
|--------------|-----------|------------------|
| 4            | 6/14/2024 | 24,902.38        |
| 1R           | 3/8/2024  | 478.50           |
| 2R           | 4/12/2024 | 3,568.50         |
| 3R           | 5/10/2024 | 22,128.25        |
| <b>Total</b> |           | <b>51,077.63</b> |

Check Payment to:  
AECOM Technical Services, Inc.  
An AECOM Company  
1178 Paysphere Circle  
Chicago, IL 60674

ACH Payment to:  
AECOM Technical Services, Inc.  
An AECOM Company

Wire Transfer Payment to:  
AECOM Technical Services, Inc.  
An AECOM Company  
Bank of America  
New York, NY 10001



1300 East 9th Street, Suite 500, Cleveland, OH 44114  
Tel: 216 622 2300  
Fax: 216 622 2301

Federal Tax ID No. 95-2661922

ATTN : Accounts Payable  
GPD GROUP  
520 South Main Street  
Suite 2531  
Akron, OH 44311  
United States

Invoice Date: 02-JUL-24  
Invoice Number: 2000906767

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60730110

Project Name : GPD Group, City of Beachwood - Bryden Road Sewer  
Improvements Flow Monitoring

Bill Through Date : 01-JUN-24 - 28-JUN-24  
AECOM Project Manager: Scott Belz

Phase Lump Sum

| Task Number | Description  | Fee       | Percent  | Earned    | Previous  | Current   |
|-------------|--------------|-----------|----------|-----------|-----------|-----------|
|             |              |           | Complete |           |           |           |
| 01          | May 2024 FM  | 10,150.00 | 100.00%  | 10,150.00 | 10,150.00 | 0.00      |
| 02          | June 2024 FM | 10,150.00 | 100.00%  | 10,150.00 | 0.00      | 10,150.00 |
| 03          | July 2024 FM | 10,150.00 | 0.00%    | 0.00      | 0.00      | 0.00      |

Total Phase Lump Sum:

10,150.00

Project Total : GPD Group, City of Beachwood - Bryden Road Sewer Improvements Flow Monitoring

10,150.00

Invoice Summaries

|                        |           |
|------------------------|-----------|
| Total Current Amount : | 10,150.00 |
| Retention Amount :     | 0.00      |
| Pre-Tax Amount :       | 10,150.00 |
| Tax Amount :           | 0.00      |
| Total Invoice Amount : | 10,150.00 |

Billing Summaries

| Billing Summary | Current   | Prior     | Total     | Total Fee | Percent Complete |
|-----------------|-----------|-----------|-----------|-----------|------------------|
| Billings        | 10,150.00 | 10,150.00 | 20,300.00 | 30,450.00 | 66.67            |
| Tax             | 0.00      | 0.00      | 0.00      |           |                  |
| Billing Total : | 10,150.00 | 10,150.00 | 20,300.00 |           |                  |

Outstanding Invoices

| Invoice Number      | Invoice Date | Invoice Balance |
|---------------------|--------------|-----------------|
| 2000896885          | 06-JUN-24    | 10,150.00       |
| Outstanding Total : |              | 10,150.00       |

Approved By: Kevin Wojciechowski  
Date: 7/2/2024  
Job Number: 2024119.04  
Task Number: 100  
Subtask Number: 101  
Job Name: Beachwood Bryden Sewer Pre-Design



## GPD Associates Invoices

### BILLING SUMMARY INPUT WORKSHEET

| INV DATE | INV #         | PROJ NO.   | ServiceThru Date | DEPT CHGD | TOTAL<br>COST |
|----------|---------------|------------|------------------|-----------|---------------|
| 03/08/24 | 2024119.04-1R | 2024119.04 | 02/23/24         | SERVICE   | \$478.50      |
| 04/12/24 | 2024119.04-2R | 2024119.04 | 03/29/24         | SERVICE   | \$3,568.50    |
| 05/10/24 | 2024119.04-3R | 2024119.04 | 04/26/24         | SERVICE   | \$22,128.25   |
| 06/14/24 | 2024119.04-4  | 2024119.04 | 05/31/24         | SERVICE   | \$24,902.38   |
| 07/10/24 | 2024119.04-5  | 2024119.04 | 06/28/24         | SERVICE   | \$39,463.25   |

\$90,540.88



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

RECEIVED  
Invoice

AUG 02 2024

FINANCE DEPT

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

July 12, 2024

Invoice No: 2023119.02 - 14

**Invoice Total \$316.50**

Project 2023119.02 Beachwood - Cedar Rd Culvert - George Zeiger/Acaci

**Professional Services from June 01, 2024 to June 28, 2024**

Task 200 Construction Admin./Inspection

**Professional Personnel**

|                    | Hours | Rate   | Amount        |
|--------------------|-------|--------|---------------|
| Design Engineer    |       |        |               |
| Libert, Alicia     | 3.00  | 105.50 | 316.50        |
| Totals             | 3.00  |        | 316.50        |
| <b>Total Labor</b> |       |        | <b>316.50</b> |

**Total this Task \$316.50**

**Billing Limits**

|                | Current | Prior     | To-Date   |
|----------------|---------|-----------|-----------|
| Total Billings | 316.50  | 37,005.25 | 37,321.75 |
| Limit          |         |           | 62,500.00 |
| Remaining      |         |           | 25,178.25 |

**Total this Invoice \$316.50**

**Billings to Date**

|               | Current       | Prior            | Total            |
|---------------|---------------|------------------|------------------|
| Labor         | 316.50        | 36,755.25        | 37,071.75        |
| Unit          | 0.00          | 250.00           | 250.00           |
| <b>Totals</b> | <b>316.50</b> | <b>37,005.25</b> | <b>37,321.75</b> |

APPROVED FOR PAYMENT  
BY: [Signature]  
DATE: 7-19-24  
P/O: 2023-02219

## GPD Associates Invoices

### BILLING SUMMARY INPUT WORKSHEET

|          |                |            |                  |           | TOTAL      |
|----------|----------------|------------|------------------|-----------|------------|
| INV DATE | INV #          | PROJ NO.   | ServiceThru Date | DEPT CHGD | COST       |
| 03/10/23 | 2023119.02-1   | 2023119.02 | 02/24/23         | SERVICE   | \$290.00   |
| 05/12/23 | 2023119.02-2   | 2023119.02 | 04/28/23         | SERVICE   | \$7,043.25 |
| 06/07/23 | 2023119.02-3   | 2023119.02 | 05/26/23         | SERVICE   | \$3,480.25 |
| 07/14/23 | 2023119.02-4   | 2023119.02 | 06/30/23         | SERVICE   | \$3,944.25 |
| 08/11/23 | 2023119.02-5   | 2023119.02 | 07/28/23         | SERVICE   | \$720.00   |
| 09/08/23 | 2023119.02-6   | 2023119.02 | 08/25/23         | SERVICE   | \$865.00   |
| 10/13/23 | 2023119.02-6   | 2023119.02 | 09/29/23         | SERVICE   | \$2,295.00 |
| 11/10/23 | 2023119.02-8   | 2023119.02 | 10/27/23         | SERVICE   | \$4,843.00 |
| 12/08/23 | 2023119.02-9   | 2023119.02 | 11/24/23         | SERVICE   | \$1,222.00 |
| 12/31/23 | 2023119.02-10  | 2023119.02 | 12/31/23         | SERVICE   | \$2,362.00 |
| 02/09/24 | 2023119.02-11  | 2023119.02 | 01/26/24         | SERVICE   | \$3,011.25 |
| 03/08/24 | 2023119.02-12R | 2023119.02 | 02/23/24         | SERVICE   | \$6,421.25 |
| 04/12/24 | 2023119.02-13  | 2023119.02 | 03/29/24         | SERVICE   | \$508.00   |
| 07/12/24 | 2023119.02-14  | 2023119.02 | 06/28/24         | SERVICE   | \$316.50   |

\$37,321.75



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

RECEIVED  
**Invoice**

AUG 02 2024

FINANCE DEPT

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

July 12, 2024  
Invoice No: 2023119.10 - 9

**Invoice Total \$2,932.13**

Project 2023119.10 Beachwood- Playground Construction Phase

**Professional Services from June 01, 2024 to June 28, 2024**

Task 100 Construction Admin.  
P.O. #2023-02674

**Professional Personnel**

|                        | Hours | Rate   | Amount          |
|------------------------|-------|--------|-----------------|
| Design Engineer        |       |        |                 |
| Libert, Alicia         | 5.50  | 105.50 | 580.25          |
| Totals                 | 5.50  |        | 580.25          |
| <b>Total Labor</b>     |       |        | <b>580.25</b>   |
| <b>Total this Task</b> |       |        | <b>\$580.25</b> |

**Billings to Date**

|               | Current       | Prior            | Total            |
|---------------|---------------|------------------|------------------|
| Labor         | 580.25        | 34,954.25        | 35,534.50        |
| <b>Totals</b> | <b>580.25</b> | <b>34,954.25</b> | <b>35,534.50</b> |

Task 110 Construction Inspection  
P.O. #2023-02674

**Professional Personnel**

|                        | Hours | Rate  | Amount            |
|------------------------|-------|-------|-------------------|
| Sr. Designer           |       |       |                   |
| Woycitzky, Robert      | 26.50 | 88.75 | 2,351.88          |
| Totals                 | 26.50 |       | 2,351.88          |
| <b>Total Labor</b>     |       |       | <b>2,351.88</b>   |
| <b>Total this Task</b> |       |       | <b>\$2,351.88</b> |

**Billings to Date**

|               | Current         | Prior            | Total            |
|---------------|-----------------|------------------|------------------|
| Labor         | 2,351.88        | 13,624.01        | 15,975.89        |
| <b>Totals</b> | <b>2,351.88</b> | <b>13,624.01</b> | <b>15,975.89</b> |

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INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN  
Net 30 days.

APPROVED FOR PAYMENT

DATE: 7-19-24

P/O: 2023-02674

|                           |            |                                          |                          |   |
|---------------------------|------------|------------------------------------------|--------------------------|---|
| Project                   | 2023119.10 | Beachwood- Playground Construction Phase | Invoice                  | 9 |
| <b>Total this Invoice</b> |            |                                          | <b><u>\$2,932.13</u></b> |   |

**Outstanding Invoices**

| Number       | Date      | Balance         |
|--------------|-----------|-----------------|
| 8            | 6/13/2024 | 6,462.13        |
| <b>Total</b> |           | <b>6,462.13</b> |



## GPD Associates Invoices

### BILLING SUMMARY INPUT WORKSHEET

|          |              |            |                  |           | TOTAL       |
|----------|--------------|------------|------------------|-----------|-------------|
| INV DATE | INV #        | PROJ NO.   | ServiceThru Date | DEPT CHGD | COST        |
| 12/08/23 | 2023119.10-1 | 2023119.10 | 11/24/23         | SERVICE   | \$1,994.00  |
| 12/31/23 | 2023119.10-2 | 2023119.10 | 12/31/23         | SERVICE   | \$12,210.50 |
| 02/09/24 | 2023119.10-3 | 2023119.10 | 01/26/24         | SERVICE   | \$15,457.50 |
| 02/09/24 | 2023119.10-4 | 2023119.10 | 01/26/24         | SERVICE   | \$5,125.25  |
| 03/08/24 | 2023119.10-5 | 2023119.10 | 02/23/24         | SERVICE   | \$6,241.75  |
| 04/12/24 | 2023119.10-6 | 2023119.10 | 03/29/24         | SERVICE   | \$2,049.50  |
| 05/10/24 | 2023119.10-7 | 2023119.10 | 04/26/24         | SERVICE   | \$4,162.88  |
| 06/13/24 | 2023119.10-8 | 2023119.10 | 05/31/24         | SERVICE   | \$6,462.13  |
| 07/12/24 | 2023119.10-9 | 2023119.10 | 06/28/24         | SERVICE   | \$2,932.13  |

\$56,635.64



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

RECEIVED

Invoice

AUG 02 2024

FINANCE DEPT

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

July 12, 2024

Invoice No: 2024119.01 - 6

Invoice Total \$1,653.75

Project 2024119.01 Beachwood - General Engineering

**Professional Services from June 01, 2024 to June 28, 2024**

Task 100 General Meeting Attendance

**Professional Personnel**

|                                           | Hours | Rate   | Amount            |
|-------------------------------------------|-------|--------|-------------------|
| Project Principal                         |       |        |                   |
| Ciuni, Joseph                             | 2.00  | 148.50 | 297.00            |
| Architect Selection Meeting and Follow Up |       |        |                   |
| Ciuni, Joseph                             | 4.00  | 148.50 | 594.00            |
| Traffic and Engineering Mtgs.             |       |        |                   |
| Design Engineer                           |       |        |                   |
| Libert, Alicia                            | 1.50  | 105.50 | 158.25            |
| 24" Valve Replacement Meeting             |       |        |                   |
| Totals                                    | 7.50  |        | 1,049.25          |
| <b>Total Labor</b>                        |       |        | <b>1,049.25</b>   |
| <b>Total this Task</b>                    |       |        | <b>\$1,049.25</b> |

Task 200 General Engineering(Under \$2,500.00 Fee)

**Professional Personnel**

|                                                                                    | Hours | Rate   | Amount          |
|------------------------------------------------------------------------------------|-------|--------|-----------------|
| Project Principal                                                                  |       |        |                 |
| Ciuni, Joseph                                                                      | 2.00  | 148.50 | 297.00          |
| Fairmount Temple Inspection                                                        |       |        |                 |
| Sr. Project Manager                                                                |       |        |                 |
| Washko, Thomas                                                                     | 1.00  | 123.00 | 123.00          |
| Chagrin Blvd. Culvert - Review & coordination with ODOT regarding project drainage |       |        |                 |
| Washko, Thomas                                                                     | 1.50  | 123.00 | 184.50          |
| Chagrin Culvert. Review contractor submittal at ODOT request                       |       |        |                 |
| Totals                                                                             | 4.50  |        | 604.50          |
| <b>Total Labor</b>                                                                 |       |        | <b>604.50</b>   |
| <b>Total this Task</b>                                                             |       |        | <b>\$604.50</b> |

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INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN  
Net 30 days.

APPROVED FOR PAYMENT

BY: *[Signature]*

DATE: 7-19-24

P/O: 2024-00061

|                    |            |                                 |                          |   |
|--------------------|------------|---------------------------------|--------------------------|---|
| Project            | 2024119.01 | Beachwood - General Engineering | Invoice                  | 6 |
| Total this Invoice |            |                                 | <u><u>\$1,653.75</u></u> |   |

**Outstanding Invoices**

| Number       | Date      | Balance         |
|--------------|-----------|-----------------|
| 5            | 6/13/2024 | 1,050.00        |
| <b>Total</b> |           | <b>1,050.00</b> |

**Billings to Date**

|               | Current         | Prior           | Total           |
|---------------|-----------------|-----------------|-----------------|
| Labor         | 1,653.75        | 7,489.50        | 9,143.25        |
| <b>Totals</b> | <b>1,653.75</b> | <b>7,489.50</b> | <b>9,143.25</b> |

## GPD Associates Invoices

### BILLING SUMMARY INPUT WORKSHEET

| INV DATE | INV #        | PROJ NO.   | ServiceThru Date | DEPT CHGD | TOTAL<br>COST |
|----------|--------------|------------|------------------|-----------|---------------|
| 02/09/24 | 2024119.01-1 | 2024119.01 | 01/26/24         | BUILDING  | \$842.25      |
| 03/08/24 | 2024119.01-2 | 2024119.01 | 02/23/24         | BUILDING  | \$1,877.00    |
| 04/12/24 | 2024119.01-3 | 2024119.01 | 03/29/24         | BUILDING  | \$1,978.75    |
| 05/10/24 | 2024119.01-4 | 2024119.01 | 04/26/24         | BUILDING  | \$1,741.50    |
| 06/13/24 | 2024119.01-5 | 2024119.01 | 05/31/24         | BUILDING  | \$1,050.00    |
| 07/12/24 | 2024119.01-6 | 2024119.01 | 06/28/24         | BUILDING  | \$1,653.75    |

\$9,143.25



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

RECEIVED

AUG 02 2024

Invoice

FINANCE DEPT

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

July 12, 2024

Invoice No: 2024119.02 - 6

Invoice Total \$30,087.51

Project 2024119.02 Beachwood- 2024 Road Improvement Program

**Professional Services from June 01, 2024 to June 28, 2024**

Task 100 Design  
P.O. #2024-00447

**Professional Personnel**

|                          | Hours | Rate                   | Amount            |
|--------------------------|-------|------------------------|-------------------|
| Sr. Project Manager      |       |                        |                   |
| Fini, Nicholas           | 12.50 | 123.00                 | 1,537.50          |
| Design Engineer          |       |                        |                   |
| Wingerter, Megan         | 1.50  | 105.50                 | 158.25            |
| Staff Engineer/Architect |       |                        |                   |
| Bartlett, Margaret       | 24.00 | 94.25                  | 2,262.00          |
| Totals                   | 38.00 |                        | 3,957.75          |
| <b>Total Labor</b>       |       |                        | <b>3,957.75</b>   |
|                          |       | <b>Total this Task</b> | <b>\$3,957.75</b> |

**Billings to Date**

|               | Current         | Prior            | Total            |
|---------------|-----------------|------------------|------------------|
| Labor         | 3,957.75        | 67,666.40        | 71,624.15        |
| <b>Totals</b> | <b>3,957.75</b> | <b>67,666.40</b> | <b>71,624.15</b> |

Task 101 Phase 2 Roads - Design  
P.O. #2024-01455

**Professional Personnel**

|                     | Hours | Rate   | Amount   |
|---------------------|-------|--------|----------|
| Project Principal   |       |        |          |
| Ciuni, Joseph       | 10.00 | 148.50 | 1,485.00 |
| Sr. Project Manager |       |        |          |
| Fini, Nicholas      | 4.50  | 123.00 | 553.50   |

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

APPROVED FOR PAYMENT

DATE: 7-19-24  
P/O: 2024-01455



|                        |            |                                          |                        |                   |
|------------------------|------------|------------------------------------------|------------------------|-------------------|
| Project                | 2024119.02 | Beachwood- 2024 Road Improvement Program | Invoice                | 6                 |
| Eng./Arch. Intern/Coop |            |                                          |                        |                   |
| Wutz, Natalie          |            | 7.50                                     | 61.50                  | 461.25            |
| Totals                 |            | 22.00                                    |                        | 2,499.75          |
| <b>Total Labor</b>     |            |                                          |                        | <b>2,499.75</b>   |
|                        |            |                                          | <b>Total this Task</b> | <b>\$2,499.75</b> |

#### Billings to Date

|               |                 |                  |                  |
|---------------|-----------------|------------------|------------------|
|               | <b>Current</b>  | <b>Prior</b>     | <b>Total</b>     |
| Labor         | 2,499.75        | 25,471.00        | 27,970.75        |
| <b>Totals</b> | <b>2,499.75</b> | <b>25,471.00</b> | <b>27,970.75</b> |

Task 200 Construction Admin./Inspection

P.O. #2024-00447

#### Professional Personnel

|                          | Hours  | Rate                   | Amount             |
|--------------------------|--------|------------------------|--------------------|
| Project Principal        |        |                        |                    |
| Ciuni, Joseph            | 16.00  | 148.50                 | 2,376.00           |
| Sr. Project Manager      |        |                        |                    |
| Fini, Nicholas           | 11.50  | 123.00                 | 1,414.50           |
| Goetz, Kristy            | 2.00   | 123.00                 | 246.00             |
| Sr. Engineer             |        |                        |                    |
| Stonitsch, Erik          | 15.50  | 113.75                 | 1,763.13           |
| Design Engineer          |        |                        |                    |
| Libert, Alicia           | 18.50  | 105.50                 | 1,951.75           |
| Staff Engineer/Architect |        |                        |                    |
| Bartlett, Margaret       | 14.00  | 94.25                  | 1,319.50           |
| Sr. Designer             |        |                        |                    |
| Woycitzky, Robert        | 134.00 | 88.75                  | 11,892.50          |
| Construction Coordinator |        |                        |                    |
| Hollo, Gary              | 10.00  | 86.00                  | 860.00             |
| Totals                   | 221.50 |                        | 21,823.38          |
| <b>Total Labor</b>       |        |                        | <b>21,823.38</b>   |
|                          |        | <b>Total this Task</b> | <b>\$21,823.38</b> |

#### Billings to Date

|               |                  |                 |                  |
|---------------|------------------|-----------------|------------------|
|               | <b>Current</b>   | <b>Prior</b>    | <b>Total</b>     |
| Labor         | 21,823.38        | 2,645.88        | 24,469.26        |
| <b>Totals</b> | <b>21,823.38</b> | <b>2,645.88</b> | <b>24,469.26</b> |

Task 201 Phase 2 Roads - CA/CI

P.O. #2024-01455

#### Professional Personnel

|                     | Hours | Rate   | Amount |
|---------------------|-------|--------|--------|
| Sr. Project Manager |       |        |        |
| Fini, Nicholas      | 5.00  | 123.00 | 615.00 |
| Sr. Engineer        |       |        |        |
| Stonitsch, Erik     | 2.50  | 113.75 | 284.38 |
| Design Engineer     |       |        |        |
| Libert, Alicia      | 2.00  | 105.50 | 211.00 |

| Project                  | 2024119.02 | Beachwood- 2024 Road Improvement Program |           |             | Invoice    | 6 |
|--------------------------|------------|------------------------------------------|-----------|-------------|------------|---|
| Staff Engineer/Architect |            |                                          |           |             |            |   |
| Bartlett, Margaret       |            | 1.00                                     | 94.25     | 94.25       |            |   |
| Construction Coordinator |            |                                          |           |             |            |   |
| Hollo, Gary              |            | 7.00                                     | 86.00     | 602.00      |            |   |
| Totals                   |            | 17.50                                    |           | 1,806.63    |            |   |
| Total Labor              |            |                                          |           |             | 1,806.63   |   |
| Total this Task          |            |                                          |           |             | \$1,806.63 |   |
| Billings to Date         |            |                                          |           |             |            |   |
|                          | Current    | Prior                                    | Total     |             |            |   |
| Labor                    | 1,806.63   | 0.00                                     | 1,806.63  |             |            |   |
| Totals                   | 1,806.63   | 0.00                                     | 1,806.63  |             |            |   |
| Total this Invoice       |            |                                          |           | \$30,087.51 |            |   |
| Outstanding Invoices     |            |                                          |           |             |            |   |
|                          | Number     | Date                                     | Balance   |             |            |   |
|                          | 3          | 4/12/2024                                | 21,923.76 |             |            |   |
|                          | 5          | 6/13/2024                                | 35,316.26 |             |            |   |
|                          | Total      |                                          | 57,240.02 |             |            |   |

## GPD Associates Invoices

### BILLING SUMMARY INPUT WORKSHEET

| INV DATE | INV #        | PROJ NO.   | ServiceThru Date | DEPT CHGD | TOTAL<br>COST |
|----------|--------------|------------|------------------|-----------|---------------|
| 02/09/24 | 2024119.02-1 | 2024119.02 | 01/26/24         | SERVICE   | \$11,548.75   |
| 03/08/24 | 2024119.02-2 | 2024119.02 | 02/23/24         | SERVICE   | \$12,511.75   |
| 04/12/24 | 2024119.02-3 | 2024119.02 | 03/29/24         | SERVICE   | \$21,923.76   |
| 05/10/24 | 2024119.02-4 | 2024119.02 | 04/26/24         | SERVICE   | \$14,482.75   |
| 06/13/24 | 2024119.02-5 | 2024119.02 | 05/31/24         | SERVICE   | \$35,316.25   |
| 07/12/24 | 2024119.02-6 | 2024119.02 | 06/28/24         | SERVICE   | \$30,087.51   |

\$125,870.77



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

RECEIVED Invoice

AUG 02 2024

FINANCE DEPT

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

July 12, 2024  
Invoice No: 2024119.06 - 1

**Invoice Total \$3,402.00**

Project 2024119.06 Beachwood-Boundary Line Survey-Annesley

P.O. #2024-00448

Professional Services from June 01, 2024 to June 28, 2024

Task 100 Stake Property Line - 26955/26929 Annesl

**Professional Personnel**

|                           | Hours | Rate   | Amount          |
|---------------------------|-------|--------|-----------------|
| Field Survey Technician 3 |       |        |                 |
| Novak, Rick               | 6.00  | 115.00 | 690.00          |
| Shay, Frank               | 6.00  | 115.00 | 690.00          |
| Project Principal         |       |        |                 |
| Ciuni, Joseph             | 2.00  | 148.50 | 297.00          |
| Sr. Surveyor              |       |        |                 |
| Faulkner, Scott           | 15.00 | 115.00 | 1,725.00        |
| Totals                    | 29.00 |        | 3,402.00        |
| <b>Total Labor</b>        |       |        | <b>3,402.00</b> |

**Total this Task \$3,402.00**

**Total this Invoice \$3,402.00**

**Billings to Date**

|               | Current         | Prior       | Total           |
|---------------|-----------------|-------------|-----------------|
| Labor         | 3,402.00        | 0.00        | 3,402.00        |
| <b>Totals</b> | <b>3,402.00</b> | <b>0.00</b> | <b>3,402.00</b> |

SVC  
APPROVED FOR PAYMENT  
BY: *[Signature]*  
DATE: 7-19-24  
P/O: 2024-00061

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

| INV DATE | INV #        | PROJ NO.   | ServiceThru Date | DEPT CHGD | TOTAL<br>COST |
|----------|--------------|------------|------------------|-----------|---------------|
| 07/12/24 | 2024119.06-1 | 2024119.06 | 06/28/24         | SERVICE   | \$3,402.00    |

\$3,402.00





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

RECEIVED

AUG 02 2024

Invoice

FINANCE DEPT

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

July 12, 2024

Invoice No: 2023120.03 - 4

**Invoice Total \$148.50**

Project 2023120.03 Beachwood - Skoda Dental  
**Professional Services from June 01, 2024 to June 28, 2024**

Task 100 Plan Review  
**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> |

| Billing Limits | Current | Prior                     | To-Date         |
|----------------|---------|---------------------------|-----------------|
| Total Billings | 148.50  | 756.88                    | 905.38          |
| Limit          |         |                           | 4,000.00        |
| Remaining      |         |                           | 3,094.62        |
|                |         | <b>Total this Invoice</b> | <b>\$148.50</b> |

| Billings to Date | Current       | Prior         | Total         |
|------------------|---------------|---------------|---------------|
| Labor            | 148.50        | 756.88        | 905.38        |
| <b>Totals</b>    | <b>148.50</b> | <b>756.88</b> | <b>905.38</b> |

Bldg  
APPROVED FOR PAYMENT  
BY:   
DATE: 7-17-24  
P/O: 2024-00062

## GPD Associates Invoices

### BILLING SUMMARY INPUT WORKSHEET

|          |              |            |                  |           | TOTAL    |
|----------|--------------|------------|------------------|-----------|----------|
| INV DATE | INV #        | PROJ NO.   | ServiceThru Date | DEPT CHGD | COST     |
| 12/08/23 | 2023120.03-1 | 2023120.03 | 11/24/23         | BUILDING  | \$533.50 |
| 12/31/23 | 2023120.03-2 | 2023120.03 | 12/31/23         | BUILDING  | \$166.50 |
| 04/12/24 | 2023120.03-3 | 2023120.03 | 03/29/24         | BUILDING  | \$56.88  |
| 07/12/24 | 2023120.03-4 | 2023120.03 | 06/28/24         | BUILDING  | \$148.50 |

\$905.38



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

RECEIVED

AUG 02 2024

Invoice

FINANCE DEPT

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

*Porsche of Beachwood  
#2022-09128*

July 12, 2024

Invoice No:

2022120.07 - 13

**Invoice Total \$357.50**

Project 2022120.07 Beachwood - Porsche Dealership - Orange Place

**Professional Services from June 01, 2024 to June 28, 2024**

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

|                     | Hours | Rate                      | Amount |                   |
|---------------------|-------|---------------------------|--------|-------------------|
| Design Engineer     |       |                           |        |                   |
| Libert, Alicia      | 1.00  | 105.50                    | 105.50 |                   |
| Inspector           |       |                           |        |                   |
| Osterndorff, Andrew | 4.00  | 63.00                     | 252.00 |                   |
| Totals              | 5.00  |                           | 357.50 |                   |
| <b>Total Labor</b>  |       |                           |        | <b>357.50</b>     |
|                     |       | <b>Total this Task</b>    |        | <b>\$357.50</b>   |
|                     |       | <b>Total this Invoice</b> |        | <b>\$357.50</b> ✓ |

**Outstanding Invoices**

| Number       | Date      | Balance         |
|--------------|-----------|-----------------|
| 12           | 6/13/2024 | 1,047.38        |
| <b>Total</b> |           | <b>1,047.38</b> |

**Billings to Date**

|               | Current       | Prior            | Total              |
|---------------|---------------|------------------|--------------------|
| Labor         | 357.50        | 13,737.88        | 14,095.38          |
| <b>Totals</b> | <b>357.50</b> | <b>13,737.88</b> | <b>14,095.38</b> ✓ |

*Bldg*  
APPROVED FOR PAYMENT  
BY: \_\_\_\_\_  
DATE: 7-17-24  
P/O: NO PO - 783.000.53130

## GPD Associates Invoices

### BILLING SUMMARY INPUT WORKSHEET

|          |               |            |                  |           | TOTAL      |
|----------|---------------|------------|------------------|-----------|------------|
| INV DATE | INV #         | PROJ NO.   | ServiceThru Date | DEPT CHGD | 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   |
| 06/13/24 | 2022120.07-12 | 2022120.07 | 05/31/24         | BUILDING  | \$1,047.38 |
| 07/12/24 | 2022120.07-13 | 2022120.07 | 06/28/24         | BUILDING  | \$357.50   |

\$14,095.38



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

RECEIVED

AUG 02 2024

Invoice

FINANCE DEPT

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

*Beachwood Board of Ed.  
#2024-01318*

July 12, 2024

Invoice No:

2024120.02 - 6

**Invoice Total \$1,333.38**

Project 2024120.02 Beachwood - Beachwood City Schools

**Professional Services from June 01, 2024 to June 28, 2024**

Task 100 Bryden ES - Plan Review and inspection

**Professional Personnel**

|                        | Hours | Rate   | Amount |                 |
|------------------------|-------|--------|--------|-----------------|
| Project Principal      |       |        |        |                 |
| Ciuni, Joseph          | 2.00  | 148.50 | 297.00 |                 |
| Sr. Engineer           |       |        |        |                 |
| Gorman, Jacqueline     | 5.00  | 113.75 | 568.75 |                 |
| Totals                 | 7.00  |        | 865.75 |                 |
| <b>Total Labor</b>     |       |        |        | <b>865.75</b>   |
| <b>Total this Task</b> |       |        |        | <b>\$865.75</b> |

Task 101 Hilltop ES - Plan review and inspection

**Professional Personnel**

|                        | Hours | Rate   | Amount |                 |
|------------------------|-------|--------|--------|-----------------|
| Project Principal      |       |        |        |                 |
| Ciuni, Joseph          | 2.00  | 148.50 | 297.00 |                 |
| Sr. Engineer           |       |        |        |                 |
| Gorman, Jacqueline     | 1.50  | 113.75 | 170.63 |                 |
| Totals                 | 3.50  |        | 467.63 |                 |
| <b>Total Labor</b>     |       |        |        | <b>467.63</b>   |
| <b>Total this Task</b> |       |        |        | <b>\$467.63</b> |

**Total this Invoice \$1,333.38**

**Outstanding Invoices**

| Number       | Date      | Balance         |
|--------------|-----------|-----------------|
| 5            | 6/13/2024 | 1,674.63        |
| <b>Total</b> |           | <b>1,674.63</b> |

*Bldg*  
**APPROVED FOR PAYMENT**  
BY: *[Signature]*  
DATE: *7-17-24*  
P/O: *NO PO - 783.000. 53130*



**Billings to Date**

|               | <b>Current</b>  | <b>Prior</b>    | <b>Total</b>    |
|---------------|-----------------|-----------------|-----------------|
| Labor         | 1,333.38        | 7,087.51        | 8,420.89        |
| <b>Totals</b> | <b>1,333.38</b> | <b>7,087.51</b> | <b>8,420.89</b> |

GPD Associates Invoices  
BILLING SUMMARY INPUT WORKSHEET

| INV DATE | INV #        | PROJ NO.   | ServiceThru Date | DEPT CHGD | TOTAL<br>COST |
|----------|--------------|------------|------------------|-----------|---------------|
| 02/09/24 | 2024120.02-1 | 2024120.02 | 01/26/24         | BUILDING  | \$1,615.50    |
| 03/08/24 | 2024120.02-2 | 2024120.02 | 02/23/24         | BUILDING  | \$297.00      |
| 04/12/24 | 2024120.02-3 | 2024120.02 | 03/29/24         | BUILDING  | \$2,748.38    |
| 05/10/24 | 2024120.02-4 | 2024120.02 | 04/26/24         | BUILDING  | \$752.00      |
| 06/13/24 | 2024120.02-5 | 2024120.02 | 05/31/24         | BUILDING  | \$1,674.63    |
| 07/12/24 | 2024120.02-6 | 2024120.02 | 06/28/24         | BUILDING  | \$1,333.38    |

\$8,420.89



**HENNES**  
COMMUNICATIONS

CRISIS MANAGEMENT | CRISIS COMMUNICATIONS  
LITIGATION COMMUNICATIONS | MEDIA TRAINING

Terminal Tower | 50 Public Square, Suite 3200 | Cleveland, Ohio 44113 | tel 216-321-7774  
33 Merz Blvd. | Akron, Ohio 44333 | tel 330-310-9290  
[www.crisiscommunications.com](http://www.crisiscommunications.com)

## Invoice

Tina Turick  
City of Beachwood  
25325 Fairmount Blvd.  
Beachwood, OH 44122

|           |          |
|-----------|----------|
| Invoice # | Date     |
| 4761      | 7/2/2024 |
| P.O. No.  | Terms    |
| 202200117 | Net 30   |

| Hours                                                                                                                                                                                                                                                                                   | Professional Services                  | Rate   | Amount   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------|----------|
| 18.00                                                                                                                                                                                                                                                                                   | Bruce Hennes - Consulting              | 400.00 | 7,200.00 |
| 1.00                                                                                                                                                                                                                                                                                    | Bruce Hennes - Evening Crisis Response | 450.00 | 450.00   |
| 0.75                                                                                                                                                                                                                                                                                    | Bruce Hennes - Wknd/Holiday Response   | 500.00 | 375.00   |
| <p>Approved: 7/2/2024</p> <p><i>Tina Turick</i></p> <div>Hennes Communications reserves the right to assess late fees as stated in the signed contract: "Any delinquent fees due HC within net thirty (30) days from receipt, shall carry interest at the rate of 10% per annum."</div> |                                        |        |          |

Please make check payable to Hennes Communications LLC.  
Remit to: 50 Public Square, Suite 3200; Cleveland, Ohio 44113

**Balance Due** \$8,025.00

06/01/2024 to 06/30/2024

**Beachwood, City of**

| <b>Personnel</b>               | <b>Date</b> | <b>Description</b>                                                                                                | <b>Hours</b> |
|--------------------------------|-------------|-------------------------------------------------------------------------------------------------------------------|--------------|
| <b>Consulting</b>              |             |                                                                                                                   |              |
| Hennes, Bruce                  | 06/04/2024  | Calls w/Todd Hunt & city staff.                                                                                   | 1.17         |
| Hennes, Bruce                  | 06/05/2024  | Edit Q&A.                                                                                                         | 4.50         |
| Hennes, Bruce                  | 06/06/2024  | Prep Talking Points memo.                                                                                         | 2.00         |
| Hennes, Bruce                  | 06/11/2024  | Edits to FAQ, calls with Mayor Berns & Tina, calls with Todd Hunt, call with Maureen Harper, create announcement. | 3.83         |
| Hennes, Bruce                  | 06/12/2024  | Edits to remarks, calls to Tina Turick , Maureen Harper and Alec Isaacson, team call.                             | 2.00         |
| Hennes, Bruce                  | 06/13/2024  | Prep and meeting with CJN.                                                                                        | 2.00         |
| Hennes, Bruce                  | 06/14/2024  | Continue prep for announcement.                                                                                   | 1.00         |
| Hennes, Bruce                  | 06/17/2024  | Call with Tina, Maureen, final edits to stakeholder communications.                                               | 1.50         |
|                                |             | <b>TOTAL</b>                                                                                                      | <b>18.00</b> |
| <b>Evening Crisis Response</b> |             |                                                                                                                   |              |
| Hennes, Bruce                  | 06/12/2024  | Final edits to communications.                                                                                    | 1.00         |
|                                |             | <b>TOTAL</b>                                                                                                      | <b>1.00</b>  |
| <b>Wknd/Holiday Response</b>   |             |                                                                                                                   |              |
| Hennes, Bruce                  | 06/08/2024  | Memo to Todd Hunt.                                                                                                | 0.25         |
| Hennes, Bruce                  | 06/09/2024  | Edits to document.                                                                                                | 0.50         |
|                                |             | <b>TOTAL</b>                                                                                                      | <b>0.75</b>  |



# Invoice

Date 7/1/2024  
Invoice # 10038

**Remit Payment to :**

Sixmo Architecture  
204 Front Street  
Marietta, OH 45750

**Bill To**

City of Beachwood  
25325 Fairmount Blvd  
Beachwood, OH 44122

**Project**

Beachwood Plan Exams 2024

**For questions regarding this invoice :**

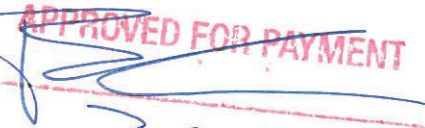
Contact Jodi Masters at 740-452-7434 ext. 128

**P.O. Number****Payment Terms**

Net 30

| Description                                   | Prior Billed | Current Billing |
|-----------------------------------------------|--------------|-----------------|
| V112280 Bryden Elementary_Foundation 6-11-24  |              | 437.50          |
| V112280 Hilltop Elementary_Foundation 6-12-24 |              | 406.25          |
| PR2024-03596 Office Reno 6-20-24              |              | 281.25          |

Total Due : **\$1,125.00**

**APPROVED FOR PAYMENT**  
BY:   
DATE: 7-2-24  
P/O: \_\_\_\_\_





**Brian Roenigk, Building Commissioner**

Project Name: Bryden Elementary  
Project Address: 25501 Bryden Road  
Project Description: New Construction - Phased Foundations  
Area of Work: 70,204 sq. ft. (scaled)

|           |    |        |
|-----------|----|--------|
| Sub-Total | \$ | 437.50 |
|-----------|----|--------|

|           |    |      |
|-----------|----|------|
| Sub-Total | \$ | 0.00 |
|-----------|----|------|

Page 42 of 127



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**PLAN EXAMINATION FEE CALCULATION**

*City of Beachwood*

*25325 Fairmount Blvd*

*Brian Roenigk, Building Commissioner*

---

Plan Review / Invoice No.: PR2024-03596

Plans Examiner: Teila C. Lovell, Master Plans Examiner, ID # 871  
Remit Payment to: **SIXMO Architecture 204 Front Street, Marietta, Ohio 45750**

Date of Initial Review: May 24, 2024  
Date of 2<sup>nd</sup> Review: June 20, 2024

Project Name: Office Interior Renovation  
Project Address: 23625 Commerce Park Ste 180  
Project Description: Alteration  
Area of Work: 8951 sq. ft.

---

**Initial Submittal:**

Initial Review Date: May 24, 2024

|                                     |           |                                |
|-------------------------------------|-----------|--------------------------------|
| <u>                    </u> hours @ | \$125.00  | \$ <u>                    </u> |
| Estimated Reimbursables:            |           | \$ <u>                    </u> |
|                                     | Sub-Total | \$ <u>          0.00</u>       |

---

**Subsequent Review:**

Review Date: June 20, 2024

|                          |           |                                |
|--------------------------|-----------|--------------------------------|
| <u>2.25</u> hours @      | \$125.00  | \$ <u>281.25</u>               |
| Estimated Reimbursables: |           | \$ <u>                    </u> |
|                          | Sub-Total | \$ <u>281.25</u>               |

---

**Current Grand Total** \$ 281.25

### PLAN EXAMINATION FEE CALCULATION

**City of Beachwood**

**25325 Fairmount Blvd**

**Brian Roenigk, Building Commissioner**

Plan Review / Invoice No.: v112280

Plans Examiner: Teila C. Lovell, Master Plans Examiner, ID # 871  
Remit Payment to: **SIXMO Architecture 204 Front Street, Marietta, Ohio 45750**

Date of Initial Review: June 12, 2024

Project Name: Hilltop Elementary\_Foundation  
Project Address: 24524 Hilltop Drive  
Project Description: New Construction  
Area of Work: 66,703 sq. ft. (scaled)

## Initial Submittal:

Initial Review Date: June 12, 2024

|      |         |          |  |           |
|------|---------|----------|--|-----------|
| 3.25 | hours @ | \$125.00 |  | \$ 406.25 |
|------|---------|----------|--|-----------|

Estimated Reimbursables: \$

|           |    |        |
|-----------|----|--------|
| Sub-Total | \$ | 406.25 |
|-----------|----|--------|

### Subsequent Review:

Review Date: \_\_\_\_\_

\_\_\_\_\_ hours @ \$125.00 \$ \_\_\_\_\_

Estimated Reimbursables: \$

|           |    |      |
|-----------|----|------|
| Sub-Total | \$ | 0.00 |
|-----------|----|------|

|                     |           |
|---------------------|-----------|
| Current Grand Total | \$ 406.25 |
|---------------------|-----------|

RECEIVED

AUG 02 2024

FINANCE DEPT



REMIT TO ADDRESS:

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

FEDERAL TAX ID [REDACTED]

**REMITTANCE PAGE**

For Professional Services Rendered

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

PLEASE INDICATE INVOICE  
NUMBER ON REMITTANCE  
Invoice: 1462419  
Client/Matter: 144096.0003  
Billing Atty: RTH  
July 18, 2024

Re: ROUTINE LEGAL SERVICES

Invoice Total

\$ 13,750.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,  
EMAIL US AT [ramail@ralaw.com](mailto:ramail@ralaw.com)

Remit To Address:  
Roetzel & Andress, LPA  
222 S. Main Street  
Akron, OH 44308-1500

**Please Note New Wiring Instructions**





144096.0003  
ROUTINE LEGAL SERVICES

Invoice: 1462419  
July 18, 2024  
Page 10

| Timekeeper   | Hours | Rate   | Amount    |
|--------------|-------|--------|-----------|
| R. Todd Hunt | 50.00 | 275.00 | 13,750.00 |
| Totals       | 50.00 |        | 13,750.00 |

Invoice Total \$ 13,750.00



RECEIVED

AUG 02 2024

FINANCE DEPT

REMIT TO ADDRESS:

222 S. Main Street  
Akron, Ohio 44308-1500

PHONE (330) 376-2700

FAX (330) 376-4577

RAMAIL@RALAW.COM

FEDERAL TAX ID 

## REMITTANCE PAGE

For Professional Services Rendered

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

PLEASE INDICATE INVOICE  
NUMBER ON REMITTANCE

Invoice: 1462420

Client/Matter: 144096.0004

Billing Atty: RTH

July 18, 2024

Re: EXCESS ROUTINE LEGAL SERVICES

Invoice Total

\$ 3,924.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT [ramail@ralaw.com](mailto:ramail@ralaw.com)

Remit To Address:  
Roetzel & Andress, LPA  
222 S. Main Street  
Akron, OH 44308-1500

Please Note New Wiring Instructions





144096.0004  
EXCESS ROUTINE LEGAL SERVICES

Invoice: 1462420  
July 18, 2024  
Page 3

| Timekeeper          | Hours | Rate   | Amount   |
|---------------------|-------|--------|----------|
| Karen Adinolfi      | 1.30  | 300.00 | 390.00   |
| R. Todd Hunt        | 1.90  | 300.00 | 570.00   |
| Lisa A. Mack        | 6.60  | 250.00 | 1,650.00 |
| Alejandro V. Cortes | 4.20  | 250.00 | 1,050.00 |
| Pam McCutcheon      | 1.80  | 130.00 | 234.00   |
| Totals              | 15.90 |        | 3,924.00 |

Invoice Total

\$ 3,924.00

PLEASE INCLUDE INVOICE NUMBER WITH REMITTANCE  
PLEASE REMIT PAYMENT UPON RECEIPT



RECEIVED

AUG 02 2024

FINANCE DEPT

REMIT TO ADDRESS:

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

FEDERAL TAX ID [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

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

PLEASE INDICATE INVOICE  
NUMBER ON REMITTANCE  
Invoice: 1462421  
Client/Matter: 144096.0005  
Billing Atty: RTH  
July 18, 2024

Re: SPECIAL LEGAL SERVICES

Invoice Total

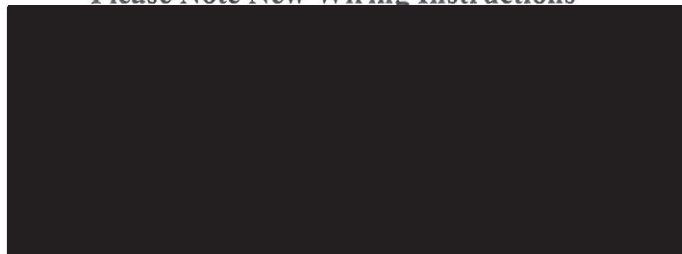
\$ 8,341.50

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,  
EMAIL US AT [ramail@ralaw.com](mailto:ramail@ralaw.com)

Remit To Address:  
Roetzel & Andress, LPA  
222 S. Main Street  
Akron, OH 44308-1500

Please Note New Wiring Instructions





144096.0005  
SPECIAL LEGAL SERVICES

Invoice: 1462421  
July 18, 2024  
Page 3

| Date | Initials | Hours | Description |
|------|----------|-------|-------------|
|------|----------|-------|-------------|

|          |     |  |  |
|----------|-----|--|--|
| 06/28/24 | PLJ |  |  |
|----------|-----|--|--|

Professional Services

\$ 8,341.50

#### TIMEKEEPER SUMMARY

| Timekeeper     | Hours | Rate   | Amount   |
|----------------|-------|--------|----------|
| Paul L Jackson | 16.60 | 335.00 | 5,561.00 |
| R. Todd Hunt   | 8.30  | 335.00 | 2,780.50 |
| Totals         | 24.90 |        | 8,341.50 |

Invoice Total

\$ 8,341.50

PLEASE INCLUDE INVOICE NUMBER WITH REMITTANCE  
PLEASE REMIT PAYMENT UPON RECEIPT

RECEIVED

AUG 02 2024

FINANCE DEPT

REMIT TO ADDRESS:

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

FEDERAL TAX ID [REDACTED]

**REMITTANCE PAGE**

For Professional Services Rendered

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

PLEASE INDICATE INVOICE  
NUMBER ON REMITTANCE

Invoice: 1462422  
Client/Matter: 144096.0006  
Billing Atty: RTH  
July 18, 2024

Re: [REDACTED]

Invoice Total

\$ 603.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,  
EMAIL US AT [ramail@ralaw.com](mailto:ramail@ralaw.com)

Remit To Address:  
Roetzel & Andress, LPA  
222 S. Main Street  
Akron, OH 44308-1500

**Please Note New Wiring Instructions**





144096.0006



Invoice: 1462422  
July 18, 2024  
Page 2

| Timekeeper | Hours | Rate | Amount |
|------------|-------|------|--------|
| Totals     | 1.80  |      | 603.00 |

Invoice Total \$ 603.00





RECEIVED

JUL 15 2024

FINANCE DEPT

CITY OF BEACHWOOD  
DANA CANZONE  
25325 FAIRMOUNT BLVD  
BEACHWOOD OH 44122  
USA

I DO HEREBY CERTIFY THERE ARE (AND WERE  
AT TIME OF RENDERING OF SERVICES)  
SUFFICIENT FUNDS LAWFULLY APPROPRIATED  
OR IN THE PROCESS OF COLLECTION TO  
SUPPORT THE PROPOSED EXPENDITURE  
REFERENCED IN THE ATTACHED DOC.

Account Number: 201619384  
Invoice Date: 15-Jul-2024  
Due Date: 19-Jul-2024  
Amount Due: \$3,525.00  
Invoice Number: 225091

Thank you for purchasing 2024 Group Tickets!

| Sold Item (Order 36267707)       | Buyer         | Section | Row | Seats | Qty | Total      |
|----------------------------------|---------------|---------|-----|-------|-----|------------|
| Orioles at Guardians 02-Aug-2024 | 7:10 pr GRPP1 | 117     | J   | 4-8   | 5   | \$235.00   |
| Orioles at Guardians 02-Aug-2024 | 7:10 pr GRPP1 | 117     | K   | 6-8   | 3   | \$141.00   |
| Orioles at Guardians 02-Aug-2024 | 7:10 pr GRPP1 | 117     | M   | 5-11  | 7   | \$329.00   |
| Orioles at Guardians 02-Aug-2024 | 7:10 pr GRPP1 | 117     | P   | 3-16  | 14  | \$658.00   |
| Orioles at Guardians 02-Aug-2024 | 7:10 pr GRPP1 | 117     | Q   | 3-17  | 15  | \$705.00   |
| Orioles at Guardians 02-Aug-2024 | 7:10 pr GRPP1 | 117     | R   | 1-18  | 18  | \$846.00   |
| Orioles at Guardians 02-Aug-2024 | 7:10 pr GRPP1 | 117     | S   | 7-19  | 13  | \$611.00   |
| Orioles at Guardians 02-Aug-2024 | 7:10 pr GRPP1 | 117     | T   | 5-20  | 16  | \$752.00   |
| Orioles at Guardians 02-Aug-2024 | 7:10 pr GRPP1 | 117     | U   | 6-19  | 14  | \$658.00   |
| PAYMENT                          |               |         |     |       |     | \$1,410.00 |

Balance: \$3,525.00

Due Now: \$3,525.00

To Access Your Tickets, follow the steps below:

- Go to [www.cleguardians.com/groups](http://www.cleguardians.com/groups)
- Click on MyTickets
- Use the account number above along with your password to login

2AH 1N

24-0153

d.canzone 7.15.24

Final Settlement of your account is required 30 days prior to the date of your group outing.  
Deposit is nonrefundable.  
This is also the last day you may decrease the number of tickets initially reserved with your deposit.  
Remember, your group ticket price will be contingent upon a minimum purchase.  
Thank you for your purchase of Cleveland Guardians Group Tickets and see you at the game!

Any further questions please contact us at 216.420.HITS.

APPROVED FOR PAYMENT

BY: 27072

DATE: 7/17/24

P/O: 2024-01663



CITY OF BEACHWOOD  
DANA CANZONE  
25325 FAIRMOUNT BLVD  
BEACHWOOD OH 44122  
USA

**Account Number:** 201619384  
**Invoice Date:** 15-Jul-2024  
**Due Date:** 19-Jul-2024  
**Amount Due:** \$3,525.00  
**Invoice Number:** 225091

**Due Date: 19-Jul-2024**

**Amount Due: \$3,525.00**

ACCOUNT: 201619384  
INVOICE: 225091

CITY OF BEACHWOOD  
DANA CANZONE  
25325 FAIRMOUNT BLVD  
BEACHWOOD OH 44122  
USA

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Signature Required

**Payment:** \_\_\_\_\_ **Payment Amount:** \_\_\_\_\_

☐ Check or Money Order (Check # \_\_\_\_\_ Please include account number on all checks)

☐ Credit Card #: \_\_\_\_\_ Exp: \_\_\_\_\_  
Circle One: MasterCard Visa American Express Discover

Name on Card: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

Email: DANA.CANZONE@BEACHWOODOHIO.COM

☐ Please remit payment to:  
Cleveland Guardians Baseball Company LLC  
Attn: Group Sales - Cathy Pesta  
2401 Ontario Street, Cleveland, OH 44115  
List account number on Memo Line for all checks  
Group Service: (216) 420-4478



PURCHASE ORDER

Page: 1  
P.O. Number: 2024-01663  
P.O. Date: 07/17/2024  
Req. Number: 24-123-0009-A  
Requested By: Carol Morrison  
Blanket Type:  
Ship Via:  
Terms:

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

**Vendor** 00861  
CLEVELAND GUARDIANS BASEBALL CO., L  
2401 ONTARIO STREET  
CLEVELAND, OH 44115-4003

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

| Line | Description            | Account       | Qty | Unit | Price/Unit | Amount     |
|------|------------------------|---------------|-----|------|------------|------------|
| 001  | TICKETS - AUG. 2, 2024 | 101.123.54420 | 105 |      |            | \$3,525.00 |

Page Total: \$3,525.00 Purchase Order Total: \$3,525.00

BALANCE DUE AFTER \$1,410.00 DEPOSIT PAID

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

7/17/2024

DIRECTOR OF FINANCE Date

# INVOICE

Cuyahoga Soil & Water  
Conservation District  
3311 Perkins Avenue, Suite 100  
Cleveland, OH 44114

thaendiges@cuyahogawcd.org  
+1 (216) 524-6580  
cuyahogawcd.org



cuyahoga  
**SOIL & WATER**  
conservation district

## City of Beachwood

Bill to  
Attn Chris Vild  
City of Beachwood  
23355 Mercantile Rd.  
Suite 1  
Beachwood, Ohio 44122

I DO HEREBY CERTIFY THERE ARE (AND WERE  
AT TIME OF RENDERING OF SERVICES)  
SUFFICIENT FUNDS LAWFULLY APPROPRIATED  
OR IN THE PROCESS OF COLLECTION TO  
SUPPORT THE PROPOSED EXPENDITURE  
REFERENCED IN THE ATTACHED DOCUMENT

RECEIVED

JUL 25 2024

FINANCE DEPT

### Invoice details

Invoice no.: 2881  
Terms: Net 15  
Invoice date: 04/08/2024  
Due date: 04/23/2024

APPROVED FOR PAYMENT

BY: C. Amato

DATE: 7-30-24

P/O: 2024-01707

Approved

Finance Director

| #  | Date | Product or service | Description                                                                                                                                                   | Rate          | Amount      |
|----|------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------|
| 1. |      | SWPP - Service     | Technical Assistance Appropriation --<br>Storm Water Pollution Prevention<br>Implementation-- MCM 6 for Year of<br>(2024)<br>Annual Invoice<br>Thank You!     | 1 \$10,800.00 | \$10,800.00 |
| 2. |      | SWPP - Service     | Technical Assistance Appropriation --<br>Storm Water Pollution Prevention<br>Implementation-- MCM 4 & 5 for Year of<br>(2024)<br>Annual Invoice<br>Thank You! | 1 \$12,250.00 | \$12,250.00 |

Total

\$23,050.00

Overdue

04/23/2024



Justin Lovens

## PURCHASE REQUISITION

Req~~No~~ 119822

|                                                                                                       |              |                                                                                                                                |             |
|-------------------------------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------|-------------|
| DATE                                                                                                  | REQUESTED BY | DEPARTMENT                                                                                                                     | P.O. NUMBER |
| 7/22/24                                                                                               | Chris Vild   | Public Works                                                                                                                   |             |
| VENDOR NAME & ADDRESS                                                                                 |              | SHIP TO                                                                                                                        |             |
| Cuyahoga Soil & Water Conservation District<br>3311 Perkins Ave.<br>Suite 100<br>Cleveland Ohio 44114 |              | <b>CITY OF BEACHWOOD</b><br><br>ATTN: _____<br>SHIPPING ADDRESS<br>2700 RICHMOND ROAD<br>CITY & STATE<br>BEACHWOOD, OHIO 44122 |             |
|                                                                                                       |              | THIS ORDER<br>MUST SHIP<br>NO LATER<br>THAN<br>/ /                                                                             |             |

[illegible]

|              |                        |
|--------------|------------------------|
| TOTAL AMOUNT | 423,050. <sup>00</sup> |
|--------------|------------------------|

X

AUTHORIZED SIGNATURE

PURCHASING SUPERVISOR'S APPROVAL

DATE \_\_\_\_\_

July 22, 2024

TO: Chris Arrietta, Public Works Director

FROM: Chris Vild

RE: Phase II Services – CSWCD

The attached PO requisition is for stormwater related services provided by The Cuyahoga Soil & Water Conservation District. Specifically, active construction site inspection, post construction inspection and good housekeeping, all Phase II requirements. This expenditure has been approved for reimbursement from The Regional Sewer District through the Community Cost Share Program.





**PURCHASE ORDER**

Page: 1  
P.O. Number: 2024-01707  
P.O. Date: 07/24/2024  
Req. Number: 24-341-0917-A  
Requested By: Carol Morrison  
Blanket Type:  
Ship Via:  
Terms:

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

**Vendor** 02157  
Cuyahoga Soil & Water Conservation District  
3311 Perkins Ave., Suite 100  
Cleveland, OH 44114

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

| Line | Description                              | Account       | Qty | Unit | Price/Unit | Amount      |
|------|------------------------------------------|---------------|-----|------|------------|-------------|
| 003  | TECH ASSIST-STORMWATER POLLUTION PREVENT | 101.341.54990 |     |      |            | \$23,050.00 |

Page Total: \$23,050.00

Purchase Order Total: \$23,050.00

2024 TECHNICAL ASSISTANCE APPROPRIATION  
PHASE II - STORMWATER POLLUTION PREVENTION IMPLEMENTATION,  
SERVICE TRANSITION COST & INSPECTIONS

**DIRECTOR OF FINANCE CERTIFICATE**

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

7/24/2024

DIRECTOR OF FINANCE

Date

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

RECEIVED

AUG 05 2024

FINANCE DEPT

August 2, 2024

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

**RE: Building Department Plan Review**

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of July 2024 \$1,187.50  
(See attached sheet for breakdown)

**Total amount due**

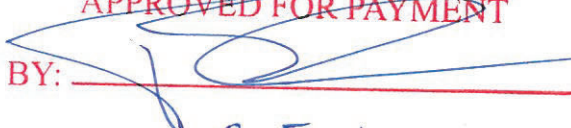
One Thousand One Hundred Eighty-seven Dollars and Fifty Cents **\$1,187.50**

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



Paul Kowalczyk, MPE #798

APPROVED FOR PAYMENT

BY:  \_\_\_\_\_

DATE: 8-5-24

P/O: \_\_\_\_\_

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

**City of Beachwood  
Plan Examination Services  
July 2024 Invoice**

| <b>Beachwood<br/>Plan Review<br/>No.:</b> | <b>PK Plan<br/>Review<br/>No.:</b> | <b>Project:</b>                                                                                              | <b>Time:</b>       | <b>Charge:</b>    |
|-------------------------------------------|------------------------------------|--------------------------------------------------------------------------------------------------------------|--------------------|-------------------|
| 2023-08490                                | BW23-30.3<br>7/9/24                | Akron Children's<br>3733 Park East Drive, Suite 230<br>Interior Alterations – <b>Revision 9</b>              | 30 min.            | \$62.50           |
| 2024-04078                                | BW24-17.2<br>7/10/24               | Corporate Place – Lower Level Lounge<br>25800 Science Park Drive<br>Interior Alterations – <b>Addendum A</b> | 30 min.            | \$62.50           |
| 2024-05077                                | BW24-20                            | ERC Headquarters<br>3333 Richmond Road<br>Interior Alterations                                               | 3 hours<br>30 min. | \$437.50          |
| 2023-08490                                | BW23-30.4<br>7/25/24               | Akron Children's<br>3733 Park East Drive, Suite 230<br>Interior Alterations – <b>Revision 10</b>             | 30 min.            | \$62.50           |
| 2024-05355                                | BW24-21<br>7/28/24                 | Ellie Mental Health<br>25700 Science Park Road, Suite 280<br>Interior Alterations                            | 1 hour<br>30 min.  | \$187.50          |
| 2024-05419                                | BW24-22<br>7/31/24                 | CC Beachwood FHC – North Labe Renovations<br>26900 Cedar Road<br>Interior Alterations                        | 3 hours            | \$375.00          |
| <b>Total:</b>                             |                                    |                                                                                                              |                    | <b>\$1,187.50</b> |

Paul Kowalczyk, MPE #798

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

---

**TO:** Mayor Justin Berns, Finance Chair Jillian DeLong  
**FROM:** Larry Heiser, Finance Director *244*  
**DATE:** August 6, 2024 *At R*  
**SUBJECT:** 2024 Third Budget Amendment

I am requesting the third budget amendment for 2024,

**General Fund (101)**

- 1) For the Pool Budget: General Fund 531 Pools and Parks: Increasing Wages and benefits by \$68,000 from \$393,000 to \$461,000. The increase is mostly due to hiring concessions employees along with operations of the pool staff.
- 2) Increase Mayor's Wages and Benefits by \$50,000 due to the hiring of the communications position.
- 3) Increase council wages and benefits by \$3,000, which will cover the 2024 wage increase for non-elected positions.

**Law Enforcement Trust Fund (243)**

- 1) Decrease budget by \$55,000 from \$230,000 to 175,000 to reflect the adjustment to the Federal Equitable Sharing Fund (241) by Federal grant advisors and lower than expected reimbursements in 2024.

**Nopec Grant Fund (282)**

- 1) Lower budget to zero from \$30,000 as no funds will be pulled down for projects in 2024 and the LED parking lot lighting project is complete.

**Police Pension Fund (784)**

- 1) Increase budget by \$77,000 from \$493,000 to \$570,000 due to increase in revenue for the Police Pension fund.

**Zone Income Taxes Fund (785)**

- 1) Increase budget by \$2.5 million from \$10,000,000 to \$12,500,000 to reflect operations in both the east and west Jedds (Joint economic development districts) for 2024.

Please call or email if you have any questions.

INTRODUCED BY:

ORDINANCE NO. 2024-61

AN ORDINANCE AMENDING APPROPRIATIONS FOR CURRENT EXPENDITURES AND OTHER EXPENSES OF THE CITY OF BEACHWOOD, STATE OF OHIO, FOR THE FISCAL YEAR 2024, JANUARY 1, 2024 TO DECEMBER 31, 2024, INCLUSIVE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council approved Ordinance No. 2023-123 on December 5, 2023, authorizing appropriations for current expenditures and other expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2024, January 1, 2024 to December 31, 2024, inclusive; and

WHEREAS, on February 5, 2024, City Council approved Ordinance No. 2024-21, amending Ordinance No. 2023-123; and

WHEREAS, on June 10, 2024, City Council approved Ordinance No. 2024-56, amending Ordinance No. 2024-21; and

WHEREAS, at this time, it is necessary to again amend certain appropriations to provide for current expenditures and other expenses of the City of Beachwood for the fiscal year ending December 31, 2024.

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

Section 1: Based upon the recommendation of the Finance Director, the City's appropriations, as authorized in Ordinance Number 2023-123, Ordinance Number 2024-21 and Ordinance Number 2024-56, are hereby amended to reflect the increases and/or decreases set out in the attached appropriations, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is declared an urgent measure necessary for the preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason that it is necessary to amend the appropriation of sums and transfer funds to provide for the current expenses and other expenditures of the said City of Beachwood for the fiscal year ending December 31, 2024; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2024-61

Attest: I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of August, 2024 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the day of 21<sup>st</sup> day of August, 2024.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 21<sup>st</sup> day of August 2024 and filed it with the Clerk.

\_\_\_\_\_  
Mayor



City of Beachwood  
2024 Appropriations Exhibit A

| General Fund                    | Department                               | Wages & Benefits | Other         | Total                 |
|---------------------------------|------------------------------------------|------------------|---------------|-----------------------|
|                                 | 101 Council                              | \$ 265,400       | \$ 75,000     | \$ 340,400            |
|                                 | 121 Mayor                                | \$ 564,300       | \$ 202,900    | \$ 767,200            |
|                                 | 122 Economic Development                 | \$ 178,200       | \$ 431,000    | \$ 609,200            |
|                                 | 123 Human Resources                      | \$ 162,700       | \$ 59,700     | \$ 222,400            |
|                                 | 131 Finance Department                   | \$ 1,559,500     | \$ 19,334,200 | \$ 20,893,700         |
|                                 | 141 Law Department                       | \$ 490,530       | \$ 396,400    | \$ 886,930            |
|                                 | 221 Police                               | \$ 12,530,900    | \$ 1,302,300  | \$ 13,833,200         |
|                                 | 231 Fire                                 | \$ 10,178,300    | \$ 603,400    | \$ 10,781,700         |
|                                 | 341 Service Administration               | \$ 7,167,300     | \$ 5,227,700  | \$ 12,395,000         |
|                                 | 511 Community Services                   | \$ 1,317,700     | \$ 728,900    | \$ 2,046,600          |
|                                 | 512 Camps                                | \$ 446,500       | \$ 177,000    | \$ 623,500            |
|                                 | 531 Pools and Parks                      | \$ 461,000       | \$ 553,600    | \$ 1,014,600          |
|                                 | 611 Building                             | \$ 1,204,800     | \$ 300,800    | \$ 1,505,600          |
|                                 | <b>General Fund</b>                      |                  |               | <b>\$ 65,920,030</b>  |
| <b>Revolving Loan Fund</b>      | 102 Revolving Loan Fund                  |                  | \$ 500,000    | \$ 500,000            |
|                                 | <b>Total General Fund</b>                |                  |               | <b>\$ 66,420,030</b>  |
| <b>Special Revenue Fund</b>     | <b>Fund #</b>                            |                  |               |                       |
|                                 | 211 Street Construction Maint. & Repair  | \$ -             | \$ 350,000    | \$ 350,000            |
|                                 | 212 State Highway                        | \$ -             | \$ 150,000    | \$ 150,000            |
|                                 | 231 Mayor's Court Improvement            | \$ -             | \$ 50,000     | \$ 50,000             |
|                                 | 241 Federal Equitable Sharing            | \$ -             | \$ 120,000    | \$ 120,000            |
|                                 | 243 Drug Law Enforcement                 | \$ -             | \$ 175,000    | \$ 175,000            |
|                                 | 251 Barkwood                             | \$ -             | \$ 3,400      | \$ 3,400              |
|                                 | 261 Blossom Lane Street Lights           | \$ -             | \$ 2,400      | \$ 2,400              |
|                                 | 262 George Zieger Drive Street Lights    | \$ -             | \$ 30,000     | \$ 30,000             |
|                                 | 271 One Ohio Opioid                      | \$ -             | \$ 16,500     | \$ 16,500             |
|                                 | 281 American Rescue Plan Fund            | \$ 280,000       | \$ -          | \$ 280,000            |
|                                 | 282 NOPEC Grant Fund                     | \$ -             | \$ -          | \$ -                  |
|                                 | 283 ESID Fund                            | \$ -             | \$ 125,000    | \$ 125,000            |
|                                 | 291 Eaton TIF Fund                       | \$ -             | \$ 4,350,000  | \$ 4,350,000          |
|                                 | 292 Omnova TIF Fund                      | \$ -             | \$ 268,196    | \$ 268,196            |
|                                 | <b>Total Special Revenue Fund</b>        |                  |               | <b>\$ 5,920,496</b>   |
| <b>Debt Service Fund</b>        | <b>Fund #</b>                            |                  |               |                       |
|                                 | 331 General Bond Retirement              | \$ -             | \$ 918,000    | \$ 918,000            |
|                                 | <b>Total Debt Service Fund</b>           |                  |               | <b>\$ 918,000</b>     |
| <b>Capital Improvement Fund</b> | <b>Fund #</b>                            |                  |               |                       |
|                                 | 441 Capital Improvement                  | \$ -             | \$ 16,000,000 | \$ 16,000,000         |
|                                 | <b>Total Capital Improvement</b>         |                  |               | <b>\$ 16,000,000</b>  |
| <b>Internal Service Fund</b>    | <b>Fund #</b>                            |                  |               |                       |
|                                 | 501 Workers' Compensation Self Insurance | \$ -             | \$ 160,000    | \$ 160,000            |
|                                 | <b>Total Internal Service Fund</b>       |                  |               | <b>\$ 160,000</b>     |
| <b>Trust and Agency Funds</b>   | <b>Fund #</b>                            |                  |               |                       |
|                                 | 782 Commercial Permit Tax                | \$ -             | \$ 50,000     | \$ 50,000             |
|                                 | 783 Deposit Fund                         | \$ -             | \$ 120,000    | \$ 120,000            |
|                                 | 784 Police Pension Fund                  | \$ -             | \$ 570,000    | \$ 570,000            |
|                                 | 785 Zone Income Taxes                    | \$ -             | \$ 12,500,000 | \$ 12,500,000         |
|                                 | 786 Unclaimed Monies                     | \$ -             | \$ 10,000     | \$ 10,000             |
|                                 | <b>Total Trust and Agency Funds</b>      |                  |               | <b>\$ 13,250,000</b>  |
|                                 | <b>TOTAL 2024 APPROPRIATIONS</b>         |                  |               | <b>\$ 102,668,526</b> |

Includes 9.5 million in transfer to Capital Projects fund and 500 K to new revolving loan fund

Prepared LAH 11 9 23

1st amendment increase Finance Budget by \$912,900 decrease Police Pension Fund by \$227,000

Revolving loan fund 102 and transfer added

LAH 01 19 24

2nd amendment increase Pool Budget by \$75,000, Finance budget by \$6,000,000 Capital Projects by \$6,000,000

Omnova TIF fund lowering budget by \$11,803.60

LAH 05 29 24

3rd amendment increase Pool by \$68,000, Mayor \$50,000, Council \$3000 Law Enforcement decrease by \$55,000

Nopec grant decrease to zero, Police Pension increase by \$77,000 Zone Income taxes increase by \$2.5 million

LAH 08 06 24

INTRODUCED BY:

ORDINANCE NO. 2024-62

AN ORDINANCE DECLARING CERTAIN PROPERTY USED BY THE CITY'S VARIOUS DEPARTMENTS 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; 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, July 5, 2023, 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.

Attest: I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of August, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21<sup>st</sup> day of August, 2024.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 21<sup>st</sup> day of August, 2024, and filed it with the Clerk.

\_\_\_\_\_  
Mayor

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

---

**TO:** Mayor Justin Berns; Director Chris Arrietta, Finance Chair Jillian Delong  
**FROM:** Larry Heiser, Finance Director *LH*  
**DATE:** August 1, 2024  
**SUBJECT:** 2012 Ford Escape, (2) 2015 Ford Fusions

I am asking for permission to sell the following Vehicles on Govdeals.

The Service Department has indicated that the following 2012 Ford Escape is aged and ready for disposal.

2012 Ford Escape Vin: 1FMCU9D74 CKC69698 with 53,830 miles. This is a red escape that was originally purchased for the Fire Department and most recently was utilized as a back-up vehicle for Community Services.

Police Department:

2 vehicles being sold due to lack of use

2015 Ford Fusion 3FA6P0G73FR215508 32,405 miles

2015 Ford Fusion 3FA6P0G71FR215510 38,472 miles

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

Please call or email if you have any questions.

Approved 8/2/2024



INTRODUCED BY:

ORDINANCE NO. 2024-63

AN ORDINANCE REZONING 2555 EDGEWOOD DRIVE, BEACHWOOD, OHIO 44122 (PPN# 741-08-036) AND 2561 EDGEWOOD DRIVE, BEACHWOOD, OHIO 44122 (PPN# 741-08-037) FROM U-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO U-5 PUBLIC AND INSTITUTIONAL DISTRICT

WHEREAS, Bais Avrohom Congregation has requested the rezoning of 2555 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-036) and 2561 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-037) from U-1 Single Family Residential District to U-5 Public and Institutional District; and

WHEREAS, Council must refer such requested rezonings to the City's Planning and Zoning Commission for study, a report and a recommendation in accordance with Beachwood Codified Ordinance Section 1107.01.

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

Section 1: The Council of the City of Beachwood, having received a request for the rezoning of 2555 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-036) and 2561 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-037) from U-1 Single Family Residential District to U-5 Public and Institutional District, places this issue and said rezoning on first reading, and refers the proposed rezoning to the Planning and Zoning Commission for its study, report and recommendation.

Upon Council's receipt of the recommendation of the Planning and Zoning Commission, the issue of rezoning of 2555 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-036) and 2561 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-037) from U-1 Single Family Residential District to U-5 Public and Institutional District shall be set for a public hearing and/or referred to a Committee of Council for consideration.

If referred to a public hearing, said public hearing shall be held no less than 30 days after the Planning and Zoning Commission's referral back to Council of its recommendation.

If referred to a Committee of Council, a public hearing shall be set after Council's receipt of the report of the Committee.

This Ordinance shall be read by Council on three separate occasions and if it is passed, the proposed rezoning shall become effective upon the operation of law.

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.

ORDINANCE NO. 2024-63

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

Attest: I hereby certify this legislation was duly adopted on the \_\_\_\_ day of \_\_\_\_\_, 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

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

\_\_\_\_\_  
Mayor



25325 Fairmount Blvd • Beachwood, Ohio 44122

Phone (216) 292-1914 • Fax (216) 292-1917

## PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: 7/18/2024

OWNER OF BUILDING: 2555 Edgewood Drive LLC, RIK Enterprises LLC PHONE: 216-242-7192

STREET ADDRESS: 2555 Edgewood Dr & 2561 Edgewood Dr

CITY/STATE/ZIP: Beachwood, Ohio 44122

APPLICANT: Bais Avrohom (DBA) PHONE: 216-924-1162

COMPANY OR FIRM: Bais Avrohom Congregation

EMAIL: akivashawel@gmail.com

STREET ADDRESS: 2555 Edgewood Dr

CITY/STATE/ZIP: Beachwood, Ohio 44122

**PRESENTER(S) TO APPEAR AT THE P&Z MEETING (include name & email address):**

Rabbi Nissim Abrin (Rabbi), Aaron Evenchik (Attorney), Akiva Shawel (representative), not limited to, nissimabrin@gmail.com, aevenchik@hahnlaw.com, akivashawel@gmail.com

**DESCRIPTION OF THE PROPERTY:**

ADDRESS: 2555 Edgewood Dr & 2561 Edgewood Dr. Beachwood, Oh 44122 SUITE # \_\_\_\_\_

TENANT NAME: Bais Avrohom Congregation

PERMANENT PARCEL # 741-08-036 & 741-08-037 PRESENT USE: U1 Residential Dwelling PROPOSED USE: U5 Public & Institutional District

PURPOSE OF APPLICATION: Rezone from residential to congregational use

**NATURE OF THE REQUEST (check as many as apply):**

- ☐ Preliminary site plan approval
- ☐ Final site plan approval
- ☐ Lot split
- ☒ Lot consolidation
- ☐ Conditional use permit
- ☒ Rezoning
- ☐ Zoning text amendment
- ☐ Other \_\_\_\_\_
- ☒ Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.

Please explain reason for variance (must indicate a hardship):

To accommodate for congregational needs and parking requirements

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain. \_\_\_\_\_

\*\*\*\*\* (OVER) CONTINUED ON BACK\*\*\*\*\*



**Planning & Zoning Submission Requirements:**

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

**Planning & Zoning Submission Filing Fees & Deposits:**

A non-refundable filing fee in the amount of thirty-five dollars (\$35.00) shall be paid to the City for each application submitted to the Planning and Zoning Commission; and...

A cash fee in the amount set forth in the following schedule shall be submitted in addition to the filing fee listed in subsection (a) hereof, at the time of application to the Planning and Zoning Commission and/or Council:

|     | <u>Zoning District</u>                                                                                                                                                                                                                                                                    | <u>Fee</u> |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| (1) | U-1, A-1 / U-1, A-2 / U-2 / U-2A / Variances<br>Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application required to be recorded with the County Recorder's Office. | \$300.00   |
| (2) | All other Zoning Districts for site development plan review (new building/addition)                                                                                                                                                                                                       | \$5,000.00 |
| (3) | All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office                                                                                                                                                        | \$1,500.00 |
| (4) | For all Zoning Districts, excepting U-1, A-1/U-1, A-2/U-2/ and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious use                                                        | \$750.00   |
| (5) | Map Amendment                                                                                                                                                                                                                                                                             | \$2,500.00 |

We, the building owner and/or applicant, with our signature below, hereby agree to follow specifically the plans submitted to and approved by the Planning and Zoning Commission and do agree to construct said building(s) as depicted on said approved plans.

  
SIGNATURE

Akiva Shawel, representative  
PRINTED NAME

7/18/2024  
DATE

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

PLANNING & ZONING COMMISSION - P&Z No. \_\_\_\_\_ MEETING DATE: \_\_\_\_\_

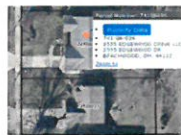
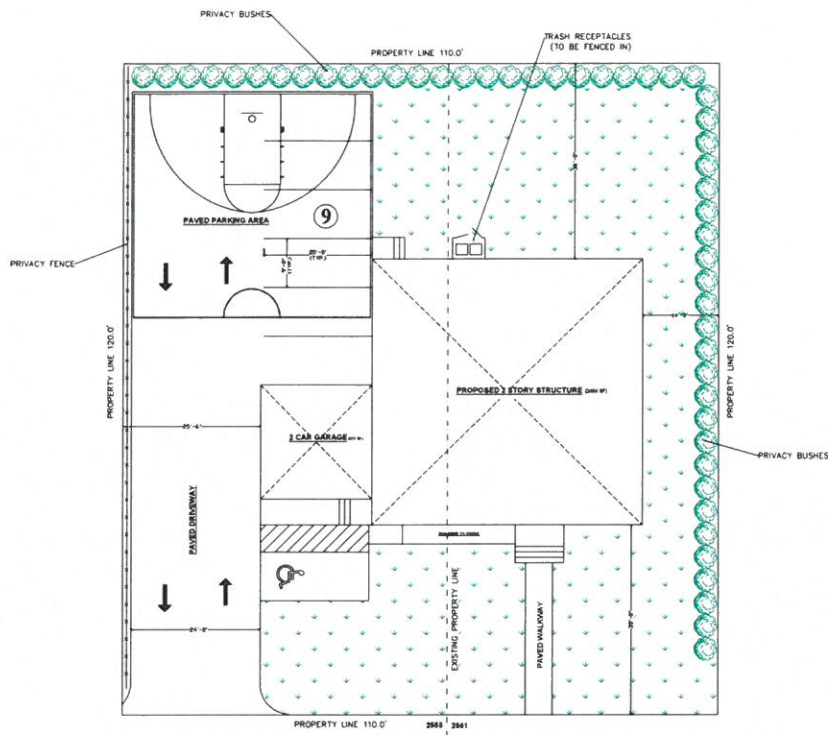
FEE: RECEIPT # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_ DATE PAID \_\_\_\_\_

Preliminary Approval: \_\_\_\_\_  
Date

Final Approval: \_\_\_\_\_  
Date

Recommendation to Council: ☐ YES ☐ NO Meeting Date: \_\_\_\_\_

**Building Department**  
William Griswold, Building Commissioner  
Phone (216) 292-1914 • Fax (216) 292-1917



| LOCATION                                             |              |           |          |
|------------------------------------------------------|--------------|-----------|----------|
| 2548-2541 FISHWISDOM ROAD<br>CITY OF BEACHWOOD, OHIO |              |           |          |
| ZONE                                                 | AREA         | REQUIRED  | PROPOSED |
| USE                                                  |              |           |          |
| COMBINED LOT AREA                                    | ACRES        | 13,300 SF |          |
| COMBINED LOT WIDTH                                   | FT           | 100 FT    |          |
| FRONT SETBACK                                        | FEET / 30 FT | 30 FT     |          |
| REAR SETBACK (ONE SIDE)                              | FEET         | 30 FT     |          |
| REAR SETBACK (ADJACENT)                              | FEET         | 30 FT     |          |
| MIN FLOOR AREA                                       | SQ. FT       | 200       |          |
| MAX FLOOR AREA                                       | SQ. FT       | 200       |          |
| (1.75 BUILDING AREA)                                 |              |           |          |
| MIN BUILDING HEIGHT                                  | FEET         | 30 FT     |          |

**FELDMAN ARCHITECTS**

PRELIMINARY BUILDING PLAN FOR  
 CONG. BAIS AVODOLIM  
 2555 FISHWISDOM ROAD  
 BEACHWOOD, OHIO

S1

SHEET 1 OF 1

DATE: 06-19-21

**CITY OF BEACHWOOD**  
**BUILDING DEPARTMENT**  
**INTER-OFFICE MEMORANDUM**

---

TO: Mayor Justin Berns  
FROM: Brian Roenigk, Building Commissioner  
DATE: 7-29-24  
SUBJECT: Purchase of Building Department Software

Mayor,

I have been seeking new software for the Building Department and have reviewed 10 vendors including Camino which was the standout from all reviewed programs.

Finance and IT have reviewed Camino's program and agree that Camino has all the functionality needed to improve efficiency of Permitting, Contractor Registration, and Commercial and Residential Property Maintenance in the Building Department.

The Law Department has reviewed and approved the contract and this item has been budgeted for.

I am respectfully requesting this purchase be placed on the next available Council Agenda for consideration.

Approved 8/2/2024



INTRODUCED BY:

RESOLUTION NO. 2024-31

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE PERMIT, LICENSE, AND CODE ENFORCEMENT SOFTWARE FROM CAMINO TECHNOLOGIES, INC.; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Building Commissioner is recommending entering into an agreement to purchase Permit, License, and Code Enforcement Software to improve efficiency of Permitting, Contractor Registration, and Commercial and Residential Property Maintenance in the Building Department; and

WHEREAS, the Building Commissioner reviewed ten (10) vendors and it was determined that Camino Technologies, Inc. is the best quotation. The first-year total will be in an amount not to exceed Forty Five Thousand Dollars and No/Cents (\$45,000.00). Year two (2) and year three (3) will be the annual subscription cost in an amount not to exceed Twenty-One Thousand Dollars (\$21,000.00) and No/Cents per year.

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

Section 1: The Mayor is hereby authorized and directed to enter into a Contract with Camino Technologies, Inc. to purchase Permit, License, and Code Enforcement Software to improve Efficiency of Permitting, Contractor Registration, and Commercial and Residential Property Maintenance in the Building Department. The first-year total will be in an amount not to exceed Forty Five Thousand Dollars and No/Cents (\$45,000.00). Year two (2) and year three (3) will be the annual subscription cost in an amount not to exceed Twenty-One Thousand Dollars (\$21,000.00) and No/Cents per year.

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

Section 3: This Resolution is hereby declared an urgent measure immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that it is necessary to purchase the software at the earliest time in order that the City has the ability to continue to provide reliable service to its residents; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify that this legislation was duly adopted on the 20<sup>th</sup> day of August, 2024 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21<sup>st</sup> day of August, 2024.

---

Clerk

Approval: I have approved this legislation this 21<sup>st</sup> day of August, 2024, and filed it with the Clerk.

---

Mayor



July 19, 2024



Service Agreement for Beachwood, OH

Permit, License and Code Enforcement System

## Summary of Solution

Camino is a web-based solution that improves the customer experience for permit, licensing and code enforcement processes. Camino software is provided through a SaaS (software as a service) model, meaning that all functionality is accessed through the internet on a subscription basis. For this proposal Camino is excited to offer the solutions outlined below.

### Permit, Licensing and Code Enforcement System:

Camino will assist in configuring and running a hosted Permit/Licensing and Code Enforcement System for the agency. The agency has the following needs that will be addressed under this scope:

- A fully hosted, web-based system that is accessible to staff and applicants.
- A smart application portal that generates a set of requirements based on the details of the application.
- Application review and reporting.
- Fee Generation and online payment capabilities.
- Document upload and storage.
- Internal review and task management.
- Inspection management.

Agency staff with Administrator-level permissions will be able to do the following configuration within the Permitting System:

- Build any type of Guide option they wish.
- Configure an unlimited number of internal users. Staff will be able to add and remove users at any time.
- Upload PDF files to create digital forms with overlaid fields or signatures that need to be collected from applicants.
- Define fees that need to be collected from applicants. Fees can be defined by a formula that includes numeric variables.
- Require that certain documents need to be uploaded as part of an application process.
- Create a series of templates for common tasks such as inspections or internal reviews.
- Use a logic-driven rules engine to create the different application, review, and inspection processes based on information provided by the applicant. The rules can also be driven by GIS queries. Camino will integrate commission-provided GIS layers into the Permit/Licensing and Code Enforcement System.
- Configure the different Record types to be issued. Each Record type can be set to expire after a period of time. A re-application workflow can be defined for each license type and will automatically begin during the expiration window.
- Customize instructions and helper text through a rich text editor.
- Configure Data Fields that can be reused throughout the system in rules, fee calculations and on forms. Data Fields can be configured with a default value.
- Configure User Fields that will be saved to each Applicant user's account and auto populated on new Submissions.
- Create customizable workflows with custom statuses, transitions, and auto-transitions based on task completion.
- Configure tasks or steps to be auto assigned based on workflow status.
- Configure a set of pre-defined message templates that can be used for messaging within Submissions.
- Manage GIS layers with the Camino Geo Service:
  - Add, remove or view existing layers and history.
  - Import layers as shapefiles or through an ESRI URL.
  - Update layer data manually at any frequency.

All Agency staff will be able to do the following (from a desktop or iPad browser):

- View a table of all Submissions. Filter and search by any Data Field, User Field or System Field.
  - Create Saved Views based on a specific set of filters. Saved views can be private or global.
  - Export a CSV file of all Submissions
- For each Submission:
  - Update the status within the associated workflow, as long as required steps have been completed. Required steps and tasks will automatically be added as the workflow advances.
  - Request changes on specific steps for the applicant to re-complete.
  - View the current Applicant's information and transfer ownership to a new Applicant.
  - View all tasks assigned to the applicant and to internal staff. View task status.



- Add or remove tasks. Assign tasks to any user and specify a due date. Mark tasks as complete.
- Manage Reviews:
  - Assign each review to a user or group.
  - Add documents to each review.
  - Share correction letters and markups with the Applicant.
  - If integrated with a 3rd-party review system, send and receive documents from that system.
- Manage Inspections:
- View all financial transactions and outstanding fees.
  - Refund (partially or fully) fees that have been paid.
  - Manually adjust the value of any fee before it is paid.
  - Add a note to each transaction.
- Fill out internal forms.
- View all answers provided by the applicant and all GIS queries that were run against the Submission.
- View, update, add and remove data fields that were collected during the application.
- View all documents that were uploaded by the applicant and by other staff. View a date stamp on each document.
- Upload new documents directly to the submission. If on a tablet or mobile, attach photographs.
- Issue a Record (Permit, License, or Code Violation) to the Submission. View all Records that have been issued to the Submission.
- Send messages directly to the applicant through any task or application step. Pre-defined message templates can be searched for and added.
- Log private, internal notes on any task or application step or on the Submission directly.
- View an Activity Feed showing all messages sent, status updates, payment modifications, and automated emails.
- View a map showing how the Submission address interacts with GIS and parcel attributes. Please note that the map will not show GIS layers aside from parcels.
- Change or update the address for the Submission.
- Log time spent working on the Submission for time-tracking purposes. View a history of all logged time by a user.
- Subscribe to the Submission to receive notifications and updates.
- Create a new Submission on behalf of an applicant and assign it to their account.
- View a table of all Records that have been issued. For each Record, view the expiration status (active, expiring soon, expired) and manually update the expiration date. Void or archive records.
- View a list of all tasks assigned to a user, or all tasks across the system. Sort and filter by status, assignment, due date.
- View all Submissions and Records on a map. Select a location to view all Submission and Records at that address.
- Receive email notifications when an applicant sends a chat message and when a task is assigned to a user. A notification is also sent when a task nears its due date.
- Integrate a payment processor to process financial transactions through Camino.
- Search, view or export a CSV file of all financial transactions processed or recorded within Camino.

Applicants will be able to do the following:

- Create an account based on an email address. All progress is saved in real-time when logged in.
- View a list of any applications (in progress or submitted) that have been issued.
- Go through a guided application process that starts with a survey. The survey asks for the type of permit, the location, and additional details defined by the Commission. These factors then generate a list of required steps for the applicant to complete.
- Be automatically informed of any location-based restrictions at their address.
- View a checklist-style list of all tasks that have been completed and that are pending.
- Fill out digital forms and sign with a digital signature.
- Upload documents by dragging-and-dropping from their desktop.
- View auto-calculated fees and pay fees via credit card. A transaction fee is applied to all credit card payments, set by the payment processor.
- Send chat messages directly to the agency.
- Receive email notifications when a chat message is sent by the agency, when the application status is updated, and when a Record is issued.
- Camino will allow applicants to schedule inspections through a calendar interface. Calendar invites will be sent to the applicant and inspector.
- View any Records that have been issued to the Submission.

- Receive an email notification when a Record is nearing expiration. The applicant will be invited back to the system to complete any required re-application steps.

Camino currently supports the following integrations out of the box. New integrations can be configured or built using Camino's API:

- Payment Processors
  - Stripe
  - Invoice Cloud
  - Point and Pay
  - Authorize.net
- Plan Review / Markup
  - ePlanSoft
  - Blue Beam

## Appendix A

### Camino Terms and Conditions

**THIS SOFTWARE AND SERVICES AGREEMENT** (the “**Agreement**”) is made between **CAMINO TECHNOLOGIES, INC.**, of 2261 Market Street #4302 San Francisco, CA 94114 (“**CAMINO**”) and the City of South Burlington, VT – 180 Market St. South Burlington, VT 05403 (the “**Customer**”), and is effective as of the effective date specified in the Quote (defined in Section 1.1) made between the parties (the “**Effective Date**”). Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings set out in Section 14.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. INTRODUCTION

- a. **Quote and Orders.** Camino owns and operates Camino, a proprietary, web-based software solution that improves customer experience for permit and licensing processes (the “Camino Solution”). The details of Customer’s access to and use of the Camino Solution will be specified in the quote provided by Camino to Customer (the “Quote”) or in a purchase order sent from the Customer to Camino from time to time in such form approved by Camino (each an “Order”), which Quote and Orders, as applicable, are governed by and form part of this Agreement.

#### TERM AND SERVICES

**Term of Agreement and Orders.** Unless terminated earlier by either party pursuant to this Agreement, the initial Term of this Agreement will commence on the Effective Date and will remain in effect for a period of thirty-six (36) months or such other period outlined in the Quote (the “**Initial Term**”). This Agreement may be renewed for additional one (1) year periods (each, a “**Renewal Term**”), with the written consent of the Parties provided no later than ninety (90) days before the end of the Initial Term or the then current Renewal Term. Collectively, the Initial Term and all Renewal Terms are referred to collectively as the “**Term**”. The term of each Order will commence on the effective date specified on the Order and expire on the expiration date specified in the Order, unless terminated earlier pursuant to this Agreement or the terms of the Order. Any Customer request for changes to the Order quantity must be submitted at least thirty (30) days before renewal. Each Order will automatically renew for additional one (1) year periods at the list price and quantity in effect at the time of renewal unless: (i) the Order is terminated earlier pursuant to this Agreement; (ii) either party gives notice of non-renewal to the other party by no later than ninety (90) days before the end of the then-current term of the Order; or (iii) the Order expressly states that it will not automatically renew.

**SAAS Services.** Subject to the terms and conditions of this Agreement, Camino will use commercially reasonable efforts to provide the following services (collectively, the “**SAAS Services**”) to the Customer during the Term the Camino Solution specified in valid and subsisting Orders. -

Software and Support of software all related to Orders or Quotes

Implementation related work and training all covered in a SOW

**Implementation Services and Training.** Subject to the terms and conditions of this Agreement, Camino may use commercially reasonable efforts to provide the Customer with implementation services and any applicable training with respect thereto (collectively, the “**Implementation Services**”) expressly set out in a statement of work (“**SOW**”). Camino may from time to time engage third parties (each a “**Subcontractor**”), such as independent contractors, affiliates, service providers, licensees and agents, to perform any part of the Implementation Services. Camino will: (a) remain directly responsible to the Customer for the acts or omissions of each Subcontractor; and (b) ensure that each Subcontractor is bound in writing to terms equally as protective of the Customer as the terms and conditions of this Agreement.

**Changes to Services.** The Customer may request, and Camino may in its discretion provide, an upgrade or downgrade in the level of Services or part thereof, and the applicable Services may be amended, modified or supplemented pursuant to such request with mutual consent and in a written form satisfactory to Camino (a “**Change Order**”). Change Orders may require changes in the applicable fees payable by the Customer, and any such changes will be specified in the Change Order and payable by the Customer in accordance with the terms of the Change Order. Notwithstanding anything in this Agreement Camino may in its discretion change the Services from time to time, provided such any such change does not diminish the functionality of the Services on which the Customer materially relies.

**Technical Support Services.** Camino shall, to the extent specified in the Quote or an applicable Order, provide technical support to Customer regarding the use and operation of the Camino Solution that was configured or developed by Camino pursuant to this Agreement. The terms and conditions of such support services, including but not limited to

support service hours and availability, service levels targets and severity levels are outlined in the Camino Customer Service Terms, attached hereto as **Exhibit "A"**.

**Dependencies.** Customer understands that Camino's performance depends on Customer timely providing Camino with relevant data, feedback and configuration assistance. Any dates or time periods relevant to Camino's performance of its obligations hereunder or pursuant hereto will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. Camino shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

#### FEES AND PAYMENT TERMS

**SAAS Fees.** The Customer will pay to Camino the fees for the SAAS Services (the "**SAAS Fees**") upfront annually, and in accordance with the payment instructions detailed in each Order or Change Order (as applicable). Unless otherwise expressly provided in an Order or Change Order, any SAAS Services added during a billing period will be subject to payment of SAAS Fees for a minimum of 12 months. All SAAS Fees will be based upon the total quantity of SAAS Services specified in applicable Orders and Change Orders, whether or not the corresponding SAAS Services are actively used during the billing period. SAAS Fees payable under this Agreement are: (i) non-refundable; and (ii) exclusive of any and all taxes, withholdings and other levies and imposts applicable thereon ("**Taxes**"), and such Taxes will be invoiced together with the SAAS Fees, unless Customer is exempt from such Taxes. Unless otherwise expressly set out in an Order or Change Order (as applicable), all invoices for the SAAS Services are payable thirty (30) days after delivery. Camino reserves the right to change the SAAS Fees with respect to existing service levels on an annual basis, at the end of the Initial Term or the then-current Renewal Term, upon at least thirty (30) days prior written notice to Customer (which may be sent by email).

**Implementation Service Fees.** The Customer shall pay to Camino the Implementation Services fees and any other charges with respect to the Implementation Services in the amounts, at the times and according to the terms set out in each [SOW] (collectively, the "**Implementation Service Fees**"). All Implementation Service Fees payable under this Agreement are exclusive of any and all Taxes, and Taxes will be invoiced together with the Fees, unless Customer is exempt from such Taxes. Subject to the applicable [SOW], invoices for Implementation Services are payable, without holdback or setoff, immediately upon delivery, except where such Implementation Service Fees invoiced are disputed by the Customer in good faith. Invoice disputes will not affect the undisputed portions of the Implementation Service Fees payable by the Customer.

**Failure of Payment.** Interest will accrue on any amounts overdue and outstanding at a rate of eighteen percent (18%) per annum, calculated daily. Without limiting any other remedy available to Camino, in the event that any of the Customer's payment obligations are overdue and outstanding, Camino may, in its discretion: (a) terminate this Agreement immediately upon notice to the Customer; and/or (b) suspend its obligations to the Customer relating to the Services until such time as all amounts due and owing under this Agreement are paid in full.

#### USE OF SAAS SERVICES

**Grant.** Subject to the terms and conditions of this Agreement, Camino hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sub-licensable right to access and use the SAAS Services during the Term for its internal business purposes through its authorized representatives (each a "**User**") with a valid and subsisting account (each an "**Account**") and username and password issued by or on behalf of Camino (collectively, "**Codes**"). Customer will appoint and authorize one or more Users to appoint other Users and administer Customer's use of the SAAS Services. Customer will not authorize more Users than the number of Users specified in an Order or a Change Order, as applicable. Customer is fully responsible and liable for, and bears all risks relating to, all use of the SAAS Services by Users and all acts or omissions by Users and will ensure that all Users comply with the terms of this Agreement.

**Accounts/Codes.** Accounts and Codes are specific to the User for whom they are issued. Customer will ensure that all Users keep their Codes secure and confidential at all times and not permit any other person to use their Account or Codes, and immediately notify Camino if they suspect that any Account or Code has become known to or used by any unauthorized person. Customer is responsible for the security of Customer Codes and use of Customer Codes and Customer Accounts. If Camino, in its discretion, considers a Code to be insecure or to have been used inappropriately, then Camino may immediately cancel the Code without notice to Customer and the affected User. Codes may not prevent unauthorized access to Customer Data or other information that Customer and Users may use in connection with the SAAS Services. Camino is under no obligation to verify the actual identity or authority of the User of any Codes, Accounts or the SAAS Services, and is not responsible or liable for unauthorized access to the SAAS Services or any unauthorized or alteration, theft or destruction of any information contained therein through accident, fraudulent means or devices, or any other method, unless it is the direct result of Camino's gross negligence.

**Audit.** Camino may audit use of SAAS Services through the Camino Solution.

**Restrictions.** Except as expressly permitted by this Agreement, the Customer will not, nor will it allow any User to, directly or indirectly: (a) copy, modify or create derivative works or improvements of the SAAS Services; (b) rent, lease,

lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the SAAS Services to any person; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the SAAS Services or any part thereof; (d) bypass or breach any security measures used by the SAAS Services; (e) input, upload, transmit or otherwise provide to or through the SAAS Services any information or materials that are unlawful or injurious, or contain, transmit or activate any virus, trojan horse, worm, backdoor, malware or other malicious computer code; (f) transmit, or otherwise export the SAAS Services or underlying information or technology; (g) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the SAAS Services; (h) remove, delete, alter or obscure any trade-marks, specifications, warranties or disclaimers, or any copyright, trade-mark, patent or other intellectual property or proprietary rights notices from the SAAS Services; (i) provide any usernames, passwords or other information which would permit access to the SAAS Services to any person who does not have authorized access from Camino; (j) use the Services other than in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions or spam compliance laws); (k) to interfere with or disrupt the integrity or performance of the SAAS Services or the data contained therein; or (l) otherwise access or use the SAAS Services beyond the scope of the authorization expressly granted in this Agreement.

**Customer Systems.** Customer shall be responsible for obtaining and maintaining the Customer Systems and any other equipment and other services needed to connect to, access or otherwise use the SAAS Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the SAAS Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

## PROPRIETARY RIGHTS

**Rights Reserved.** Camino is and will remain the sole and exclusive owner of, and retains all Intellectual Property Rights in, the Services, the Camino Solution and the Camino Marks, including without limitation any updates, modifications, customizations or derivative works thereof. Except for the rights and licenses expressly granted in this Agreement, neither party grants to the other party any Intellectual Property Rights under this Agreement, and all such rights, title and interests are hereby retained and reserved.

**Feedback.** The Customer hereby grants to Camino a worldwide, royalty-free, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by the Customer or its Users relating to the Services. For certainty, Camino will have no obligation to modify the Services to implement any suggestions, recommendations or other feedback provided by the Customer or its Users. Furthermore, for the purposes of improving the Camino Solution, Customer will make available to Camino's authorized representatives the personnel from the Customer's leadership, IT, and user groups at Camino's request with reasonable notice to provide feedback on the Services in the form of surveys, phone calls, video and face to face meetings.

## CONFIDENTIALITY

**Obligation.** Receiving Party hereby acknowledges that the Disclosing Party's Confidential Information is an asset of considerable value, the unauthorized use or disclosure of which would be damaging. Receiving Party will, during and subsequent to the Term: (a) keep the Confidential Information of the Disclosing Party confidential and use such Confidential Information solely for the purposes of exercising its rights and performing its obligations under this Agreement; (b) not directly, or indirectly, without authorization from the Disclosing Party reveal, report, publish, disclose or transfer such Confidential Information to any third party; (c) utilize procedures constituting a high degree of care to maintain the security of such Confidential Information and in no event less than a reasonable standard of care under the circumstances; and (d) disclose such Confidential Information to its employees and contractors, solely on a need-to-know basis as reasonably required under this Agreement, provided that, any access or disclosure to the Disclosing Party's Confidential Information that is granted by the Receiving Party to its employees and contractors will first require the Receiving Party to enter into a written agreement with each such employee and contractor that contains confidentiality and non-use obligations that are at least as protective as the provisions hereof. For certainty, and notwithstanding the foregoing, Customer acknowledges and agrees that Camino may disclose Customer's Confidential Information to Salesforce.com solely to the extent necessary to provide the Services in accordance with this Agreement.

**Legal Disclosure.** If a Receiving Party is required by law or court order to disclose any Confidential Information of the Disclosing Party, such Receiving Party will: (a) first notify the Disclosing Party of same in writing and without delay; and (b) cooperate with the Disclosing Party, and use its own best efforts, to limit any such disclosure to the minimum disclosure necessary to comply with such law or court order.

**Return of Confidential Information.** Subject to the terms of this Agreement, Receiving Party will return or irretrievably destroy the Confidential Information of the Disclosing Party within thirty (30) days after such request from the Disclosing Party. If requested by the Disclosing Party, the Receiving Party will provide a statutory declaration certifying the return or destruction (as applicable) within five (5) days thereafter.

**Injunctive Relief.** Each party acknowledges and agrees that should it breach its obligations of non-disclosure under this Section 6, the other party may suffer harm which may not be adequately compensated by monetary damages. In such event, the non-breaching party may, in addition to any other remedy available in law or equity, seek specific performance and injunctive or other equitable relief without bond or proof of damages.

#### CUSTOMER DATA

**Ownership of Customer Data.** As between Camino and the Customer, the Customer is and will remain the sole and exclusive owner of all Customer Data. Camino shall undertake measures to ensure data privacy and data related protections are compliant to Camino Privacy Policy, assessable here: <https://www.camino.ai/privacy-policy/>

**Personal Information.** For certainty, Camino's processing of Customer Data pursuant to this Agreement will not involve the use of Personal Information.

#### REPRESENTATIONS, WARRANTIES AND COVENANTS

**Customer.** Customer represents, warrants and covenants to Camino that now and at all times during the Term: (a) Customer has the right, power, capacity and authority to enter into and perform its obligations under this Agreement and to grant the licenses, authorizations and permissions set forth in this Agreement; (b) the Customer will ensure that it has obtained all necessary consents relating to Customer Data prior to making any such data available under this Agreement; (c) the provision of any Customer Data to Camino and the use of such Customer Data by Camino for the purposes described in this Agreement does not and will not violate or infringe the rights of any person; (d) all information provided by Customer to Camino in an Order or Change Order is true, accurate, current, and complete; and (e) the Customer will have sole responsibility for connectivity between the Customer Systems and the internet and the security of the Customer's link to the Services.

**Camino.** Camino represents, warrants and covenants to Customer that now and at all times during the Term: (a) Camino has the corporate power, capacity and authority to enter into this Agreement, and (b) the Services will not infringe, or constitute an infringement or misappropriation of, any Intellectual Property Rights of any third party. Camino warrants to Customer that it will repair any functionality that was configured or developed by Camino pursuant to this Agreement and that has unexpectedly stopped working, all in accordance with the Camino Customer Service Terms attached as Exhibit "A", provided that: (i) defects in functionality can only be diagnosed by Camino; (ii) Camino is not required to repair any configuration or development performed by a non-Camino entity and any functionality related to non-Camino payment processing (iii) the Customer is up to date on the latest Camino managed package release updates; (iv) the Customer is currently in an active Term and paying for all Services; and (v) Customer agrees (A) that their technical staff or system integrator staff are responsible for performing appropriate due diligence and testing of new Camino releases in a sandbox or pre-production environment prior to deploying these releases to the production environment, and (B) Camino is not required to repair issues that arise due to not performing appropriate due diligence and testing.

#### TERMINATION AND SUSPENSION

**Termination for Cause.** Either party may terminate this Agreement immediately upon notice if the other party fails to correct a material breach of its obligations under this Agreement within thirty (30) days (ten (10) days, in the case of non-payment) after receipt by such other party of written notification from the notifying party of such material breach.

**Effect of Termination.** Upon termination or expiry of this Agreement for any reason pursuant to this Agreement: (a) all Orders in effect will immediately terminate; (b) Camino will deliver to the Customer a final statement of account and/or invoice for fees and charges accrued up to and including the date of termination or expiry, and Customer will promptly pay all such outstanding fees and charges; and (c) any provision of this Agreement that imposes an obligation after termination or expiry of this Agreement will survive such termination or expiry, including without limitation, Sections: 3, 5, 6, 7 and 9 – 13 (inclusive).

**Suspension of Services.** Camino may suspend, terminate or limit, in Camino's discretion, Customer's (or any of its Users') access to or use of the Services, or any part of it, with reasonable notice in order to: (a) prevent damage to, or degradation of the integrity of, Camino Systems or Customer Systems; or (b) comply with any law, regulation, court order or other governmental request or order. Camino will use commercially reasonable efforts to notify Customer of any such limitation, suspension or termination action as soon as reasonably practicable. In the event of a limitation or suspension, Camino will restore Customer's access to the Services when Camino determines the event has been resolved. Nothing in this Agreement will limit Camino's right to take any action or invoke remedies or will act as a waiver of Camino's rights in any way with respect to any of the foregoing activities. Unless found to be done in bad faith, no such suspension will be a breach of this Agreement by Camino, entitle Customer to a refund or suspension of fees, or give rise to any liability by Camino to Customer or any other person.

#### INDEMNITY



**Camino.** Camino will defend, indemnify, and save and hold harmless Customer and its personnel and representatives from and against all third-party claims, demands, actions, causes of action, damage, loss, suits, proceedings, costs, liabilities, expenses and charges arising from, connected with, or relating to: (a) any actual gross negligence, willful misconduct or material breach of this Agreement by Camino or any other person for whom Camino is under this Agreement or in law responsible; or (b) allegations that the Services infringe or misappropriate any United States or Canadian Intellectual Property Rights of a third-party, except to the extent resulting from (i) Customer's modification of the Services, or combination by Customer of the Services with other third-party products or services, if the Services would not have been infringing but for such modification or combination, (ii) Customer's use of the Services in a manner not authorized herein or for which it was not designed, (iii) Customer's failure to use an updated, non-infringing version of the applicable intellectual property to the extent Customer was notified that the update cured an infringement, or (iv) changes to the Services made by Camino at the direction of the Customer. Camino will assist and co-operate as fully as reasonably required by Customer in the defence of all third-party claims and third-party proceedings.

**Possible Infringement.** If Camino becomes aware of an allegation that the Services infringe a third party's Intellectual Property Rights, then Camino may: (a) obtain the right for the Customer, at Camino's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement for the Services to the Customer; or (c) modify the Services so that they no longer infringe such third party's Intellectual Property Rights.

#### DISCLAIMER

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS AGREEMENT, THE SERVICES AND THE CAMINO SOLUTION ARE PROVIDED "AS-IS", AND CAMINO HEREBY DISCLAIMS ANY AND ALL GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES REGARDING THE SERVICES AND THE CAMINO SOLUTION, WHETHER IMPLIED OR STATUTORY, ORAL OR OTHERWISE, ARISING UNDER ANY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES WITH RESPECT TO ACCURACY; CAPACITY; COMPLETENESS; DELAYS; DURABILITY; SECURITY; FITNESS FOR A PARTICULAR PURPOSE; LACK OF VIRUSES OR OTHER HARMFUL COMPONENT, ERRORS, INTERRUPTED SERVICE; MERCHANTABILITY; NON-INFRINGEMENT; PERFORMANCE; QUALITY; RESULTS; SUITABILITY; TIMELINESS; TITLE; OR WORKMANLIKE EFFORT. THE SERVICES MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND CAMINO'S CONTROL. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ACCESS AND USE OF THE SERVICES IS AT THE CUSTOMER'S SOLE RISK.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CAMINO HEREBY DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH THIRD-PARTY SOFTWARE OR MATERIALS AND THEIR USE OR INCLUSION IN OR WITH THE SERVICES.

THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

#### LIABILITY LIMITATION

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CAMINO'S MAXIMUM LIABILITY TO THE CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF SAAS FEES PAID BY THE CUSTOMER TO CAMINO DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CAMINO WILL NOT BE LIABLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY, OR IN TORT, AND EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE CUSTOMER HEREBY RELEASES CAMINO OF SAME. IN ANY EVENT, CAMINO'S LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED ONLY TO DIRECT, VERIFIABLE DAMAGES ARISING FROM CAMINO'S MATERIAL NON-FULFILMENT OR BREACH OF ANY WARRANTY OR COVENANT, OR ANY MATERIAL MISREPRESENTATION, EXPRESSLY PROVIDED UNDER THIS AGREEMENT.

THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

#### GENERAL

**Entire Agreement.** This Agreement, which includes: (a) each Order; (b) any Change Order, as applicable; (c) any SOW; and (d) the Quote; constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement. Unless otherwise expressly provided by this Agreement, to the extent of any conflict, the following order of precedence will apply: (1) this Agreement; (2) a Change Order; (3) an Order; (4) the SOW; and (5) the Quote.

**Interpretation.** Headings in this Agreement are for convenience of reference only. Any rules of construction relating to interpretation against the drafter of an agreement will not apply to this Agreement. The word “including” (or includes) and words to the same or similar effect will be interpreted to mean “including without limitation” (or includes without limitation). Words importing the singular number only include the plural and vice versa. Words importing either gender include both genders. Except as expressly set forth in this Agreement, the parties’ respective rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies to which the parties may be lawfully entitled under this Agreement or at law or equity, and the parties will be entitled to pursue all of their respective rights and remedies concurrently, consecutively and alternatively.

#### Assignment and pricing

. Customer may not assign this Agreement without Camino’s prior written consent, which consent may be withheld in Camino’s discretion. Camino may assign all or any portion of its rights and interests under the Agreement in its discretion without consent of the Customer. Users are not parties to or beneficiaries of this Agreement. The provisions of this Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

**Publicity.** Camino may reference Customer in Camino’s advertising and promotional activities and materials and may list Customer in any listing or directory of Camino customers. Upon request by Camino, Customer may, but will have no obligation to, provide Camino with Customer’s trademark or logos for use in such promotional materials, lists and directories.

**Waiver and Amendment.** Except as expressly provided herein, no modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by the parties hereto. No failure or delay by a party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, will operate as a waiver of any such right, power or remedy.

**Governing Law.** If the Customer’s address provided in the signature block of this Agreement is: (a) in Canada or the United States, then this Agreement will be governed by the laws of the Customer’s province or state and the federal laws applicable therein, and the parties will exclusively submit to such jurisdiction; and (b) outside of Canada and the United States, then this Agreement will be governed by the laws of the province of British Columbia and the federal laws of Canada applicable therein, and the parties will exclusively submit to the jurisdiction of British Columbia. Notwithstanding the foregoing, each party will be entitled to seek injunctive or other equitable relief in any jurisdiction with a reasonable connection to the subject matter of this Agreement.

**Force Majeure.** Notwithstanding any other provision of this Agreement, Camino will not be liable to Customer for any delay in performing or failure to perform any of its obligations under this Agreement to the extent performance is delayed or prevented due to any cause or causes that are beyond Camino’s reasonable control. Any delay or failure of this kind will not be deemed to be a breach of this Agreement by Camino, and the time for Camino’s performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

**Notices.** Camino may deliver Orders, invoices and other notices to Customer by email, facsimile, or delivery to the addresses on record in Camino’s Customer file. Customer will give all notices to Camino under this Agreement in writing delivered by courier, by email, or by facsimile transmission to Camino’s current address for delivery specified on in the signature block of this Agreement, as may be updated from time to time with notice.

**Currency.** All monetary amounts under this Agreement are in the currency of the United States, except where expressly provided otherwise.

**Independent Contractors.** The parties are independent contractors. Neither party will be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose and neither party will have any right, power or authority to create any obligation or responsibility on behalf of the other.

**Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

**Counterparts.** This Agreement may be executed electronically and in two or more counterparts, all of which, taken together, will be regarded as one and the same instrument.

#### DEFINITIONS

**“Anonymized Data”** means Customer Data which has been stripped, manipulated or combined to provide generalized anonymous information that cannot be reverse-engineered to identify the Customer or identify an individual.

**“Camino Marks”** means Camino, Camino Technologies, Inc. and related logos and marks of Camino.



**"Camino Systems"** means the information technology infrastructure used by or on behalf of Camino in performing the Services, including all computers, software, hardware, databases, electronic systems and networks.

**"Confidential Information"** means information that is not generally known to the public or that otherwise constitutes a trade secret under applicable law, including without limitation, technical information, know-how, technology, software applications and code, prototypes, ideas, inventions, methods, improvements, data, files, information relating to customer identities and other customer information; provided that, Confidential Information does not include any of the foregoing information that Receiving Party can demonstrate: (i) has entered into the public domain through no wrongful act or breach of any obligation of confidentiality by the Receiving Party; (ii) was in the lawful knowledge and possession of, or was independently developed by, the Receiving Party prior to the time it was disclosed to, or learned by, the Receiving Party hereunder as evidenced by written records; (iii) was rightfully received by Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (iv) was approved in writing for release by the Disclosing Party. Confidential Information includes such information that was disclosed by the Disclosing Party to the Receiving Party prior to the Effective Date.

**"Customer Data"** means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from the Customer or a User by or through the Services including, without limitation, any Personal Information.

**"Customer Systems"** means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), networks and internet connectivity.

**"Disclosing Party"** means the party who discloses or otherwise divulges Confidential Information to the other party.

**"Intellectual Property Rights"** means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of publicity and similar rights of any type, continuations, or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory, or judicial authority.

**"Personal Information"** means information about an identifiable individual within the meaning of the Personal Information Protection Act (British Columbia).

**"Receiving Party"** means the party who receives or otherwise obtains Confidential Information from the Disclosing Party or from the Disclosing Party's employees, agents, representatives, consultants, customers, contractors or suppliers.

**"Services"** means, collectively, the SAAS Services and the Implementation Services, and any part thereof.

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## CAMINO INC. SOFTWARE SERVICES AGREEMENT

|                | <u>Organization Contact</u>     | <u>Billing Contact (If Different)</u> |
|----------------|---------------------------------|---------------------------------------|
| Customer Name: | Beachwood, OH                   | _____                                 |
| Contact Name:  | Brian Roenigk                   | _____                                 |
| Address:       | 25325 Fairmount Blvd.           | _____                                 |
|                | Beachwood, OH 44122             | _____                                 |
| Telephone:     | 216-595-3704                    | _____                                 |
| Email:         | brian.roenigk@beachwoodohio.com | _____                                 |



**Effective Date:** October 1, 2024

**Scope of Agreement:** As outlined in the above proposal.

**Fees:** Starting at the effective date, the customer will pay an annual fee as outlined in Appendix B for the services outlined in the Summary.

Welcome to Camino! Thanks for using our software. This Software Agreement ("Agreement") is entered between Camino, Inc., with its principal place of business at 2261 Market Street #4302 San Francisco, CA 94114 ("Camino"), and you, the entity identified above ("Customer"), as of the Effective Date. This Agreement includes and incorporates the Camino Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the Camino Terms and Conditions.

**IN WITNESS WHEREOF**, the parties, by their duly authorized representatives, have duly executed this Agreement.

| CAMINO TECHNOLOGIES, INC. |                                       |  |  |
|---------------------------|---------------------------------------|--|--|
| By                        | Authorized Signatory _____ Date _____ |  |  |
|                           | Name _____ Title _____                |  |  |
|                           | Email for Notice: _____               |  |  |

| CUSTOMER:          |                                       |             |  |
|--------------------|---------------------------------------|-------------|--|
| By                 | Authorized Signatory _____ Date _____ |             |  |
|                    | Name _____ Title _____                |             |  |
| Customer's Address | Mailing Address: _____                |             |  |
|                    | Fax _____                             | Email _____ |  |

## EXHIBIT "A"

### CAMINO CUSTOMER SERVICE TERMS FOR CAMINO SOLUTION

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#### **Service Level Agreement**

Camino offers the Camino Solution, which is a web-based platform that is accessible from all major desktop web browsers. The Camino Solution currently works on browser versions that are still supported by their parent company. As of the Effective Date, the list of supported browsers (on Windows, OSX, or Linux) is:

- Chrome
- Firefox
- Internet Explorer / Edge
- Safari

Camino guarantees 24/7 access with 99.9% uptime for the Camino Solution. Camino will occasionally bring the service down for scheduled maintenance and updates, but never during the hours of 8am-6pm, M – F PST.

If the Agreement is terminated, Camino will (upon request) provide the Customer with a full export of all Customer Data in Camino's possession within 30 days of the request provided that such request is made during the Term and up to 90 days following termination of the Agreement.

#### **Technical Support Services**

Camino will assign a customer success manager (a "**Customer Success Manager**") to assist Customer with onboarding, training, and ongoing support for the Camino Solution. This representative will be the primary point of contact for all requests and issues.

In order to initiate a technical support ticket, the Customer must email [support@camino.ai](mailto:support@camino.ai), or their designated Customer Success Manager or Implementation Manager. Requests made through other channels are not subject to this SLA.

Camino uses the following incident response levels:

- Level 1: Mission critical error that prevents users from accessing or using the Camino Solution.
- Level 2: A critical feature of the Camino Solution is broken.
- Level 3: All other bugs or errors affecting the Camino Solution.

When an issue is reported, Camino will respond within 4 hours during the hours of 8am-9pm PST, M-F. The response will include a support ticket and estimated time to fix. Camino targets the following fix times:

- Level 1 incident: 24 hours.
- Level 2 incident: 48 hours.
- Level 3 incident: 5 days.

## Appendix B

### Fees

| Item                                                   | Includes                                                                                                                                                                                                       | Cost              |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Annual Subscription for permit/code enforcement system | <ul style="list-style-type: none"><li>• Unlimited external and internal users</li><li>• Unlimited data storage</li><li>• Includes unlimited submission types</li><li>• Features outlined in proposal</li></ul> | \$21,000 / year** |
| One Time Set Up and Implementation                     | <ul style="list-style-type: none"><li>• One-time cost</li></ul>                                                                                                                                                | \$19,000          |
| Migration of historical data                           | <ul style="list-style-type: none"><li>• One-time cost</li></ul>                                                                                                                                                | \$5,000*          |
| First Year Total                                       |                                                                                                                                                                                                                | \$45,000          |
| Annual Subscription for years 2 and 3                  |                                                                                                                                                                                                                | \$21,000 / year   |

\* Camino will work with the city to provide a template to import the city's permit submissions and their associated data fields. The city can continue to use Laserfiche to store: finance data, pictures, and documents from the projects completed before Camino was implemented. Project completed after Camino is implemented will have everything (including finance data, pictures, and documents) stored in the cloud.

\*\*There will be no additional fees charged to the city during the first 3 years of the agreement.

\*\*At the end of the 3 years, the price may increase up to the lesser of these two options: **(1)** the percentage change in the current Consumer Price Index for all urban consumers (CPI-U), or **(2)** 5%



# **BEACHWOOD PUBLIC WORKS DEPARTMENT**

## **INTER-OFFICE MEMORANDUM**

**TO:** Mayor Justin Berns

**FR:** Chris Arrietta, Public Works Director

**DT:** August 6, 2024

**RE:** Council Agenda Item: Solid Waste and Recycling Contracts

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Mayor,

Our current solid waste and recycling contract with Kimble Company is set to expire on September 30<sup>th</sup> of this year. As you know, we are a member of the Cuyahoga County Solid Waste District Consortium that includes Independence, Highland Hills, Lyndhurst, Moreland Hills, University Heights, Solon and Pepper Pike.

Bids were opened on July 9<sup>th</sup> and evaluated by the consortium community members and the Solid Waste District. The lowest and best bid for the disposal of solid waste was submitted by Kimble Company with a cost of \$46.69 per ton for the first year and second year cost of \$48.18 per ton. The contract also has an extension option for the third and fourth-year with a cost \$49.72 and \$51.31 per ton.

The lowest and best bid for recycling processing services was submitted by Waste Management of Ohio Inc. with a cost of \$74.50 per ton. This cost will fluctuate based on the market price of recycled materials and the audit of the materials delivered to the Materials Recovery Facility.

Attached are the bid tabulations and a copy of the new contracts. Please let me know if you have any questions or concerns in regards to these agreements. With your permission, I would like to place these two items on the next council agenda.

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WASTE MANAGEMENT OF OHIO, INC FOR RECYCLING PROCESSING SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Resolution No. 2024-4, the City of Beachwood, Ohio participated in the Consortium, organized by the Cuyahoga County Solid Waste District, comprising the communities of Beachwood, Highland Hills, Independence, Lyndhurst, Moreland Hills, Pepper Pike, Solon, University Heights and Woodmere to request bids for the processing of recyclables collected within the participating communities; and

WHEREAS, on behalf of the Consortium, the Cuyahoga County Solid Waste District advertised an Invitation to Bid for Recycling Processing Services in The Plain Dealer on June 5, 2024 and June 6, 2024; and

WHEREAS, on July 9, 2024, bids were received from four (4) companies and publicly opened; and

WHEREAS, on July 16, 2024 representatives from the consortium communities met to review the bids and select the lowest and best bidder; and

WHEREAS, following the bid review, the Consortium determined that Waste Management of Ohio, Inc. (WM) submitted the lowest and best bid and therefore recommends a contract award to Waste Management of Ohio, Inc. for recycling processing services for the term to commence October 1, 2024.

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

Section 1: Council hereby approves the recommendation of the Consortium to select Waste Management of Ohio, Inc. as the Successful Contractor to provide recycling processing services for the City of Beachwood, Ohio.

Section 2: Council hereby authorizes the Mayor to execute and deliver to Waste Management of Ohio, Inc. a copy of this Resolution, which will serve as a Notice of Award, and an Agreement for Recycling Processing Services to be signed and returned to the attention of the City of Beachwood, Ohio Law Department.

Section 3: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Resolutions of the City and Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution is declared an urgent measure necessary for preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason that this Resolution is required to be immediately effective to allow the City to continue to provide for the services herein referred to without interruption; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of August, 2024 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the day of 21<sup>st</sup> day of August, 2024.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 21<sup>st</sup> day of August 2024 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**AGREEMENT FOR  
RECYCLING PROCESSING SERVICES**

**THIS AGREEMENT** (the “Agreement”) for Recycling Processing Services by the City/Village of \_\_\_\_\_ is entered into by and between the City/Village of \_\_\_\_\_, a municipal corporation in the County of Cuyahoga, State of Ohio (the “City/Village”) and \_\_\_\_\_ (the “Contractor”).

**W I T N E S S E T H**

**WHEREAS**, pursuant to Resolution No. \_\_\_\_\_, the City/Village is authorized to participate in a consortium to obtain Proposals for Recycling Processing Services; and which authorized the Cuyahoga County Solid Waste District to issue an Invitation to Bid on behalf of the Consortium; and,

**WHEREAS**, following publication of the Invitation to Bid in the Plain Dealer on June 5, 2024 and June 6, 2024 and the evaluation of the Bids, the Consortium selected the Contractor as the Successful Contractor and recommended each Community enter into an Agreement for Recycling Processing Services with the Contractor; and,

**WHEREAS**, the City/Village has considered the Bid and recommendation of the Consortium; and the City/Village, pursuant to Ordinance \_\_\_\_\_ approved the Contract and authorized \_\_\_\_\_ to execute the Contract by and on behalf of the City/Village, and the City/Village has received the required executed original and copies from the Contractor.

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, the City/Village and the Contractor agree as follows:

**ARTICLE 1: DEFINITIONS**

The capitalized terms used herein are defined in **Exhibit A: Definitions**

**ARTICLE II: TERM AND RENEWAL TERMS**

This Agreement shall be effective on October 1, 2024, or upon the date last signed below whichever is later and shall terminate on September 30, 2026. Following the initial term of the Agreement, the City/Village may, by mutual agreement, renew and extend the Agreement for two (2) consecutive one-year terms ending on September 30, 2027 and September 30, 2028, respectively. The City/Village shall provide written notice to the Contractor of the City/Village’s desire to renew and extend this Agreement on or before May 15, 2026 and May 15, 2027, respectively, and the Contractor shall provide written consent to the City/Village to renew and extend the Agreement on or before June 1, 2026 and June 1, 2027, respectively.

### ARTICLE III: STATEMENT OF WORK

During the term of this Agreement, the Contractor will perform the services set forth in this **Article III** of this Agreement and also set forth in the Invitation to Bid and the Contractor's Bid which are incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, facilities, record keeping, and billing related to the provision of services. Such services will be performed throughout the term of this Agreement. The Contractor agrees to perform all services hereunder in a safe and workmanlike manner, and in full compliance with all applicable laws, regulations, and ordinances of any federal, state or local governmental entity. The Contractor represents and warrants that all facilities used in the performance of this Contract are, and shall remain, properly permitted, licensed and available to the City.

#### 1. Recycling Processing Services

- a. Receipt for Recyclable Materials. The Contractor is responsible for receiving all Recyclable Materials delivered by the City/Village at the Receiving Facility or Material Recovery Facility (MRF). The Contractor must receive the vehicles in such a manner so as to allow the vehicles to unload and return to service in a timely fashion. The Contractor must weigh all Recyclable Materials delivered and provide a weight ticket to the driver or an electronic scale ticket to the applicable City/Village. The Recyclable Materials will consist of household Recyclables the City/Village collects through their residential single stream Recycling program. The following materials shall be processed: mixed paper, cardboard, metal cans, glass and plastic bottles and jugs. The Contractor may offer to process additional materials. All materials to be processed by the Contractor, along with their end markets, shall be identified in **BID FORM 3**.

All communities collect loose Recyclables except for Pepper Pike who uses blue bags. The City of University Heights will be converting their collection system from that of bagged recyclables to loose at the curb in a cart. In the event that Pepper Pike implements a recycling collection system where the materials are loose (not bagged), the Contractor will offer the current Market Rate Calculation for Recycling Processing Services set forth in **BID FORM 8** to their community.

Please note that Pepper Pike and University Heights operate cardboard and paper drop-offs. See the requirements for containers services below.

- b. Receiving Facility Services. The Contractor must own and operate a facility that is located within a reasonable driving distance from the City/Village to receive Recyclables delivered by the City/Village. The Receiving Facility may be the actual MRF, or a transfer facility needed to consolidate materials for shipment to a MRF. Reasonable driving distance is defined as an approximate thirty (30) minute drive each way from the City/Village. The Contractor is advised that distance, convenience of access routes, and turnaround time at the Receiving Facility was considered by the City/Village as part of the determination of the Successful Recycling Company. The Receiving Facility must meet the following minimum requirements:
  - i. The Receiving Facility must have a truck scale and record-keeping system in order to weigh and record the tonnage of Recyclables delivered by the City/Village. Scale tickets must be provided to the driver of each load delivered or an electronic scale ticket must be sent to the applicable City/Village and will serve as verification of tonnage for reporting

and payment purposes.

- ii. The Receiving Facility must have a truck staging area for dumping loads and adequate equipment to assist with the unloading of Recyclables from City/Village vehicles as needed.
  - iii. The Receiving Facility must be staffed and open to receive deliveries from 7:00 a.m. to 4:00 p.m. Monday through Friday, and from 7:00 a.m. to 4:00 p.m. on the Saturday after a week with a Holiday.
- c. Recycling Processing Services. The Contractor must have the necessary Recycling Facilities, equipment, capacity, management, labor, and industry experience needed to process and market the Recyclables delivered by the City/Village as detailed below.
- i. The Contractor must have a Material Recovery Facility to sort and prepare the Recyclables for sale to recycling markets and must be able to provide, or arrange for, the transport of all processed Recyclables to recycling markets.
  - ii. The Contractor must have established relationships with recycling markets that are sufficient to ensure that the Recyclable Materials delivered by the City/Village to the Contractor are Recycled during all market conditions. Upon request by the District or the City/Village, the Contractor must identify the companies to which they sell the Recyclables and provide verifiable information that the Recyclable Materials delivered to the Contractor by the City/Village are being continuously delivered to a recycling market.
  - iii. The Contractor must perform a composition analysis of the Recyclable Materials for the City/Village for the purpose of determining Contamination levels and Recyclable Material percentages (**BID FORM 8 – Pricing Sheet (2 of 2)**) within the first 90 days of the Contract and annually thereafter prior to the anniversary date of the Contract. The City/Village will require no more than one composition study to be performed annually. The study shall be performed on a representative sample of the Recyclable Material delivered by City/Village at the Contractor's expense. The procedure for conducting the physical analysis of the Recyclables will be agreed upon between the Contractor and the City/Village. This data will be used to complete the update of **BID FORM 8 – Pricing Sheet (2 of 2)**. On the day that the composition analysis is conducted, the web site RecyclingMarkets.Net or the Contractor's preferred market index (see below), will be utilized to document the applicable commodity pricing in **BID FORM 8 – Price Sheet (2 of 2): Market Rate Calculation for Recycling Processing Services**. If utilized, the Contractor's preferred market index must be made available for the City/Village to access at any time. A printed copy of the pricing sheet utilized to create the monthly invoice must accompany the invoice for the City/Village.  
  
<https://www.recyclingmarkets.net/secondarymaterials/prices.html?cid=3&city=CHICAGO+%28Midwest+%2F+Central%29#prices>
  - iv. The composition analysis and documentation of commodity pricing is to be completed as outlined in the prior paragraph. The price resulting from updating **BID FORM 8 –**



**Pricing Sheet** (yellow boxes in BID FORM 8) will remain in effect until 9-30-2025. Prior to 9-30-2025, the process of performing a composition analysis, updating the composition percentages and commodity market values, and calculating an updated price for Recycling Processing Services will be completed. This process will be repeated prior to 9-30-2026, 9-30-2027, and 9-30-2028 respectively. The remaining individual commodity prices shall be updated by the Contractor monthly and reflected as an updated table accompanying the monthly invoice to the City/Village. The procedure for conducting the physical analysis of the Recyclables will be agreed upon between the Contractor and the City/Village .

## 2. Container Services

The Contractor must have the ability to provide container and hauling services for any Contracting Community that requests this service. Container service may be requested for the collection of OCC and Mixed Paper. Communities that currently use containers is shown on **Table 2**.

**Table 2: Container Services for OCC and Mixed Paper Recycling**

| Consortium Member  | Container Service                                                                                                                        |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Beachwood          | No current service. May want to add OCC.<br><br>The City of Beachwood did not use any open top containers at all for anything last year. |
| Highland Hills     | No current service. Highland Hills has (2) recyclable 8-yard containers each pulled once per week.                                       |
| Independence       | No current service. Do not utilize large containers for collection of recyclables.                                                       |
| Lyndhurst          | No current service.                                                                                                                      |
| Moreland Hills     | No current service                                                                                                                       |
| Pepper Pike        | 40- yard for OCC picked up approx. 3 x / month (on-call service).                                                                        |
| Solon              | Option to rent as needed. 30-yard for OCC and paper.<br><br>Solon doesn't use any of the containers on the Solid Waste or Recycling bid. |
| University Heights | 30-yard for OCC                                                                                                                          |
| Woodmere           | No current service. Woodmere does not have any containers for any solid waste or recycling.                                              |

## 3. Record-Keeping and Billing

The Contractor must maintain a record-keeping system to record the tonnage of Recyclables received from the City/Village. The City/Village must receive a monthly statement and invoice documenting the tonnage of Recyclables delivered and the payment due. Invoices must be received by the City/Village within thirty (30) days following the last day of the month of service. Invoices must be accompanied by weight slips from a certified scale documenting the net weight of the Recyclables delivered to the Receiving Facility, the date of delivery, and the vehicle number for the City/Village. Invoices will be due and payable within thirty (30) days of receipt of the invoice and all required documentation.

No fuel price adjustment or surcharges may be applied during the term of this Agreement.

## ARTICLE IV: STATEMENTS, PAYMENTS, AND INVOICES

During the Term, the City/Village agrees to pay the Contractor in the following amounts as set forth in **BID FORM 8**, which includes all direct and indirect costs related to Recycling Processing Services and all Governmental Fees applicable in the State of Ohio.

### 1. Permissible Pass-Through Fees:

Any and all Governmental Fee *increases* incurred for disposal of Solid Waste at a licensed Disposal Site may be passed on by the Contractor to the City/Village. Any and all Governmental Fee *decreases* shall be passed on by the Contractor to the City/Village. A Governmental Fee is a fee applied to the disposal of Solid Waste levied by the United States Federal Government, State of Ohio, County, Township, Municipality, or Solid Waste District. The Contractor shall give the City/Village and Residents as much notice as is practicable before adjusting for Governmental Fee modifications.

### 2. Record-Keeping – Daily, Monthly, and Annual Report:

The Contractor must submit a monthly record of the total tonnage of Recyclable Materials managed for the preceding month within ten (10) days of the preceding month and submit this with the monthly invoice to the City/Village. The Contractor shall also submit a year-end annual report. The year-end report will be due within thirty (30) days of the end of the reporting year and include a month-by-month accounting of all Recyclable Materials delivered to the Receiving Facility.

### 3. Billing Service and Payment

The composition analysis and documentation of commodity pricing is to be completed as outlined in **Article III: Statement of Work**. The price resulting from updating **BID FORM 8 – Pricing Sheet** (yellow boxes in **BID FORM 8**) will remain in effect until 9-30-2025. Prior to 9-30-2025, the process of performing a composition analysis, updating the composition percentages and commodity market values, and calculating an updated price for Recycling Processing Services will be completed. This process will be repeated prior to 9-30-2026, 9-30-2027, and 9-30-2028 respectively. The remaining individual commodity prices shall be updated by the Contractor monthly and reflected as an updated table accompanying the monthly invoice to the City/Village. The procedure for conducting the physical analysis of the Recyclables will be agreed upon between the Contractor and the City/Village.

<https://www.recyclingmarkets.net/secondarymaterials/prices.html?cid=3&city=CHICAGO+%28Midwest+%2F+Central%29#prices>

The Contractor will invoice the City/Village for services rendered within ten (10) days following the end of the month. The invoice will be sent to City/Village Hall at the attention of the [REDACTED].

### 4. Fuel Adjustments

The Contractor will not apply a Fuel Price Adjustment at any time during the term of this Agreement.

## ARTICLE V – PERFORMANCE BOND AND INSURANCE

### 1. Performance Bond.

Within ten (10) days after receiving the Notice of Award, the Contractor will furnish a Performance Bond in the amount of [INSERT AMOUNT] executed by a duly authorized surety, acceptable to the City/Village in all respects, or such other security acceptable to the City/Village. The Performance Bond will be issued annually for each Contract year during the term of the Contract. The entire cost of the bond(s) will be paid for by the Contractor.

### 2. Insurance.

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the City/Village, and the Contractor will furnish the City/Village certificates of insurance or other evidence satisfactory to the City/Village evidencing the required insurance has been procured and is in force. The Contractor will upon written request from City/Village provide City/Village with original copies of the insurance certificates associated with such policies.

The City/Village and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self- insurance, or self-funding arrangement maintained by City/Village which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

| Insurance Coverage Requirements     | Minimum limits of liability, terms, and coverage                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Commercial General Liability</b> | \$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations.<br>\$2,000,000 products/completed operations annual aggregate.<br>\$2,000,000 general annual aggregate                                                                                                                                                                                      |
| <b>Auto Liability Insurance</b>     | \$1,000,000 each person, bodily injury, and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required                                                                                                                                                                                                                                       |
| <b>Employer's Liability</b>         | \$1,000,000 bodily injury by accident, each accident<br>\$1,000,000 bodily injury by disease, each employee<br>\$1,000,000 bodily injury by disease, policy aggregate                                                                                                                                                                                                                                                                    |
| <b>Umbrella/Excess Liability</b>    | \$5,000,000 each occurrence and annual aggregate<br>Underlying coverage shall include General Liability, Auto Liability, and Employers Liability                                                                                                                                                                                                                                                                                         |
| <b>Pollution Legal Liability</b>    | \$1,000,000 per claim<br>\$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract                                                                                                                                                                                                                              |
| <b>Property</b>                     | Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder.<br>City/Village shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. |

### 3. Workers' Compensation Coverage.

Prior to commencing work under this Agreement, the Contractor shall furnish to the City/Village satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Agreement. Such proof must be included as **Exhibit B**. The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an ongoing basis, as such proofs expire. The Contractor shall hold the City/Village free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Agreement.

## ARTICLE VI – INDEMNIFICATION

### 1. Environmental Indemnity.

The Contractor will indemnify, save, and hold the City/Village, its members of council, employees, agents, officers and consultants (each an “Indemnatee”) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Indemnatee may incur, become responsible for, or pay out for or resulting from Contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor’s negligence or willful misconduct relating to the performance of the work hereunder. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim, and will not settle such claim without the approval of the Contractor. This section will survive the expiration or earlier termination of this Agreement.

### 2. General Indemnity.

The Contractor will indemnify, save, and hold the City/Village, its members of council, employees, agents, officers and consultants (each an “Indemnatee”) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys’ fees), which any Indemnatee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive the expiration or earlier termination of this Agreement.

### 3. Indemnity Not Limited.

In any and all claims against the City/Village, its employees, agents, officers, and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers’ compensation acts, disability benefit acts, or other employees’ benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer, or consultant of the City/Village.

## **ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION**

### **1. Performance Assurance; Dispute Resolution.**

The Contractor agrees to immediately report to the City/Village any notice or order from any governmental agency or court or any event, circumstance, or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City/Village's own determination that any such notice, order, event, circumstance, or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City/Village will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City/Village its written response. In the event that the City/Village does not agree that the Contractor's response will provide adequate assurance of future performance to the City/Village, then the City/Village may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the City/Village deems necessary to assure that the services will be available to the City/Village.

### **2. Breach of Contract; Termination.**

Upon the material failure of the Contractor to comply with the terms or conditions of this Agreement, the City/Village may terminate the Agreement in the following manner: The City/Village shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Agreement. The Contractor shall have ten (10) days to provide the City/Village with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the services, the City/Village may terminate this Agreement. Any such termination shall not take effect until the City/Village is able to secure alternate or substitute performance. The City/Village may commence the process to obtain an alternate or substitute service provider for the services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City/Village, in the exercise of the reasonable discretion of the City/Village.

### **3. Surety or City/Village Cover in the Event of a Material Failure.**

In the event of termination, the Contractor's surety shall have the right to take over and perform under the Agreement. However, if the surety does not commence performance, the City/Village shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City/Village is unable to provide or obtain cover, the effective termination date may be delayed by the City/Village until the City/Village completes the process of obtaining a substitute service provider of the services. In such event, the Contractor shall continue to perform its responsibilities under this Agreement until the effective date of termination. Material failure includes, but is not limited to, the City/Village's receipt of more than twenty (20) bona fide complaints in any given month regarding the services. A bona fide complaint is a complaint that the City/Village has investigated and determined that the complaints represent failures of the Contractor to provide the required services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City/Village income taxes.



**4. Termination for Change of Control of Contractor.**

The award of this Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control are a material term in such an award. If during the term of this Agreement, the Contractor shall be merged or sold, the City/Village shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Agreement until such time as the City/Village is able to obtain alternate or substitute service.

**5. Force Majeure.**

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a Party required to perform, including without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.

## ARTICLE VIII. MISCELLANEOUS

### 1. Entire Agreement

This Agreement, the Invitation to Bid, Bidder's Bid Forms, and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by writing signed by both parties.

### 2. Notices

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention [REDACTED], and to the City/Village, attention [REDACTED], at their respective addresses set forth above. Any change of address must be given in like manner.

*(INSERT CONTACT NAMES, ADDRESSES HERE)*

### 3. Waiver

No waiver, discharge, or renunciation of any claim or right of the City/Village or the Contractor arising out of a breach or alleged breach of this Agreement by the City/Village, or the Contractor will be effective unless in writing signed by the City/Village and the Contractor.

### 4. Applicable Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. Additional Cities/Villages located within the Solid Waste Management District may "opt-in" at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

### 5. Unenforceable Provision

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

### 6. Binding Effect

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City/Village, which consent may be withheld for any reason or for no reason.

### 7. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the City/Village and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City/Village and the Contractor and not for the benefit of any other party.

**IN WITNESS WHEREOF**, the City/Village and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

**[INSERT CITY/VILLAGE]**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Approved by City/Village Attorney or  
Law Director**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**[CONTRACTOR NAME]**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **CONTRACT EXHIBIT A: DEFINITIONS**

**“Bid”** means a proposal submitted to the Consortium in response to the Invitation to Bid as described herein.

**“Bid Attachment”** means the supplemental information required by the Consortium to be submitted with the Bid Forms.

**“Bid Bond”** means a bond issued in the name of each individual Consortium Community in the amount of \$2,000 guaranteeing that if the Bid is accepted, a Contract will be entered into by the Bidder and each Community.

**“Bidder”** means a person, partnership, joint venture, or corporation submitting a Bid to the Consortium in response to the Invitation to Bid to provide Recycling Processing Services.

**“Bid Documents”** means the documents prepared and furnished by the District on behalf of the Consortium. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include the Legal Notice, Instructions to Bidders, Form of Contract, Bid Forms, and all attachments thereto.

**“Bid Form”** means the forms provided by the Consortium in the Bid Documents on which all Bids must be submitted.

**“City/Village”** means the communities participating in this Invitation to Bid and the Contracting Community if used in the Form of Contract

**“Consortium”** and **“Consortium Communities”** means the Cities and Villages participating in this Invitation to Bid that have passed resolutions authorizing participation.

**“Consortium Resolutions”** means the resolutions of the legislative bodies of the Contracting Communities authorizing participation in the Consortium.

**“Container Services”** means the provision by the Contractor of rear or front load, roll-off containers, and carts for the collection of Recyclables at various municipal facilities and the regularly scheduled emptying of the containers as indicated in Table 2 of the Invitation to Bid.

**“Contamination” or “Contaminated Recyclables”** means the presence of Solid Waste, Garbage, Refuse, Residual Solid Waste, or any Non-Recyclable Materials that are commingled with Recyclable Materials and hinder or prevent the processing of the Recyclable Materials by the Contractor at the MRF.

**“Contaminated Loads”** means loads of materials delivered to the MRF that contain a level of Contamination in such amounts as to hinder or prevent the processing of the load.

**“Contract” and “Form of Contract”** means the agreement entered into by and between the Successful Contractor and the Contracting Community.

**“Contracting Community”** means the Consortium Community that enters into an agreement with the Successful Contractor.

**“Contractor”** means a person, partnership, joint venture, or corporation that will provide the Recycling Processing Services.

**“Disposal Site”** means a Solid Waste or refuse depository including but not limited to Solid Waste Landfills, Solid Waste Transfer Stations, incinerators, and waste processing/separation centers licensed, permitted, or approved to receive for processing or final disposal of Refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

**“District”, “District Offices” and “Solid Waste District”** means the Cuyahoga County Solid Waste District with offices located at 4750 East 131 Street, Garfield Heights, OH 44105.

**“Holiday”** means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

**“Form of Contract”** means the form of the contract to be entered into by each Contracting Community and the Successful Bidder which contains the general terms and conditions required.

**“Governmental Fees”** means all federal, state, and local fees, taxes and assessments upon the transfer and disposal of Solid Waste.

**“Invitation to Bid”** means the request of the Consortium for Recycling Processing Services issued by the Cuyahoga County Solid Waste District.

**“Notice of Award”** means written notification that a Bid has been accepted by a Contracting Community.

**“Notice to Proceed”** means written notice from a Contracting Community to commence the Recycling Processing Services.

**“Performance Bond”** means the bond insuring performance of the Recycling Processing Services to be submitted to each Contracting Community upon Contract award in substantially the same form as that included in the Bid Documents.

**“Receiving Facility”** means the facility proposed by a Contractor to receive deliveries of Recyclables from the Consortium Communities. This may or may not be the facility where recyclable materials are processed.

**“Recyclables” and “Recyclable Materials”** means residential mixed paper, cardboard, aluminum, steel, and bi-metal cans; glass bottles and jars; and plastic bottles and jugs at a minimum.

**“Recycled” and “Recycling”** as defined in Chapter 3745 of the Ohio Administrative Code and/or the regulations promulgated thereunder.

**“Material Recovery Facility or MRF”** means the facility provided by the Contractor that has the adequate capacity, equipment, and labor needed to receive, sort, process, and prepare all commingled

cans, glass, plastic, paper, and cardboard delivered by the Contracting Communities for shipment to a recycled product manufacturer.

**“Recycling Processing Services”** means all services relating to the receiving, sorting, baling and other handling of Recyclables delivered by the Consortium Communities in order to prepare the Recyclable Materials for shipment and sale to recycling markets to be made into new products.

**“Solid Waste”** means unwanted residual or semi-solid materials resulting from community, commercial, industrial, and agricultural operations, but excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid waste does not include any material that is an infectious or hazardous waste.

**“Successful Contractor”** means the Recycling Company selected by the Consortium to provide Recycling Processing Services.

**“Term”** means the duration of the Contract, including all executed option years.



**CONTRACT EXHIBIT B: CURRENT WORKERS' COMPENSATION CERTIFICATE**

**CONTRACT EXHIBIT C: CORPORATION AFFIDAVIT**

**CONTRACT EXHIBIT D: PERFORMANCE BOND**

To be provided by the Contractor within one week following the execution of the agreement.

A RESOLUTION AUTHORIZING AN AGREEMENT WITH KIMBLE COMPANY FOR TRANSFER AND DISPOSAL OF SOLID WASTE SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Resolution No. 2024-5, the City of Beachwood, Ohio participated in the Consortium, organized by the Cuyahoga County Solid Waste District, comprising the communities of Beachwood, Highland Hills, Independence, Lyndhurst, Moreland Hills, Pepper Pike, Solon, University Heights and Woodmere to request bids for the transfer and disposal of solid waste within the participating communities; and

WHEREAS, on behalf of the Consortium, the Cuyahoga County Solid Waste District advertised an Invitation to Bid for Transfer and Disposal of Solid Waste Services in The Plain Dealer on June 5, 2024 and June 6, 2024; and

WHEREAS, on July 9, 2024, bids were received from four (4) companies and publicly opened; and

WHEREAS, on July 16, 2024 representatives from the consortium communities met to review the bids and select the lowest and best bidder; and

WHEREAS, following the bid review, the Consortium determined that Kimble Company submitted the lowest and best bid and therefore recommends a contract award to Kimble Company for solid waste transfer and disposal services for the term to commence October 1, 2024.

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

Section 1: Council hereby approves the recommendation of the Consortium to select Kimble Company as the Successful Contractor to provide solid waste transfer and disposal services for the City of Beachwood, Ohio.

Section 2: Council hereby authorizes the Mayor to execute and deliver to Kimble Company a copy of this Resolution, which will serve as a Notice of Award, and an Agreement for Solid Waste Transfer and Disposal Services to be signed and returned to the attention of City of Beachwood, Ohio Law Department.

Section 3: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Resolutions of the City and Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution is declared an urgent measure necessary for preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason that this Resolution is required to be immediately effective to allow the City to continue to provide for the services herein referred to without interruption; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of August, 2024 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the day of 21<sup>st</sup> day of August, 2024.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 21<sup>st</sup> day of August 2024 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**AGREEMENT FOR**  
**TRANSFER AND DISPOSAL OF SOLID WASTE SERVICES**

**THIS AGREEMENT** (the “Agreement”) for Transfer and Disposal of Solid Waste Services by the City/Village of \_\_\_\_\_ is entered into by and between the City/Village of \_\_\_\_, a municipal corporation in the County of Cuyahoga, State of Ohio (the “City/Village”) and \_\_\_\_\_ (the “Contractor”).

**W I T N E S S E T H**

**WHEREAS**, pursuant to Resolution No. \_\_\_\_\_, the City/Village is authorized to participate in a consortium to obtain Proposals for Transfer and Disposal of Solid Waste Services; and which authorized the Cuyahoga County Solid Waste District to issue an Invitation to Bid on behalf of the Consortium; and,

**WHEREAS**, following publication of the Invitation to Bid in the Plain Dealer on June 5, 2024 and June 6, 2024 and the evaluation of the Bids, the Consortium selected the Contractor as the Successful Contractor and recommended each Community enter into an Agreement for Transfer and Disposal of Solid Waste Services with the Contractor; and,

**WHEREAS**, the City/Village has considered the Bid and recommendation of the Consortium; and the City/Village, pursuant to Ordinance \_\_\_\_\_ approved the Contract and authorized \_\_\_\_\_ to execute the Contract by and on behalf of the City/Village, and the City/Village has received the required executed original and copies from the Contractor.

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, the City/Village and the Contractor agree as follows:

**ARTICLE 1: DEFINITIONS**

The capitalized terms used herein are defined in **Exhibit A: Definitions**

**ARTICLE II: TERM AND RENEWAL TERMS**

This Agreement shall be effective on October 1, 2024, or upon the date last signed below whichever is later and shall terminate on September 30, 2026. Following the initial term of the Agreement, the City/Village may, by mutual agreement, renew and extend the Agreement for two (2) consecutive one-year terms ending on September 30, 2027 and September 30, 2028, respectively. The City/Village shall provide written notice to the Contractor of the City/Village’s desire to renew and extend this Agreement on or before May 15, 2026 and May 15, 2027, respectively, and the Contractor shall provide written consent to the City/Village to renew and extend the Agreement on or before June 1, 2026 and June 1, 2027, respectively.



### ARTICLE III: STATEMENT OF WORK

During the term of this Agreement, the Contractor will perform the services set forth in this **Article III** of this Agreement and also set forth in the Invitation to Bid and the Contractor's Bid which are incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, facilities, record keeping, and billing related to the provision of services. Such services will be performed throughout the term of this Agreement. The Contractor agrees to perform all services hereunder in a safe and workmanlike manner, and in full compliance with all applicable laws, regulations, and ordinances of any federal, state or local governmental entity. The Contractor represents and warrants that all facilities used in the performance of this Contract are, and shall remain, properly permitted, licensed and available to the City.

#### 1. Solid Waste Transfer Services and Disposal Services

- a. Receipt of Solid Waste. The Contractor is responsible for receiving all Solid Waste delivered by each of the Contracting Communities to the Solid Waste Transfer Station and upon such acceptance, shall transfer title of the Solid Waste to the Contractor. The Contractor must receive the vehicles in such a manner so as to allow the vehicles to unload and return to service in a timely fashion. The Contractor must weigh all Solid Waste delivered and provide either an electronic ticket or a weight ticket to the driver.
- b. Receipt of Street Sweepings & Catch Basin Debris. The Contractor is responsible for receiving all Street Sweepings and Catch Basin Debris delivered by each of the Contracting Communities to the Solid Waste Transfer Station and upon such acceptance, shall transfer title of the Street Sweepings and Catch Basin Debris to the Contractor. The Contractor must weigh all such debris and provide either an electronic ticket or a weight ticket to the driver. Any special requirements or arrangements related to the receipt and/or disposal of Street Sweepings and Catch Basin Debris must be communicated to the Contracting Community by the Contractor on **BID FORM 2**.
- c. Receiving Facility Services. The Transfer Station must be located within a reasonable driving distance of each Consortium Community with convenient access routes to minimize the time required to deliver Solid Waste to the Transfer Station and return to service. Reasonable driving distance is defined as an approximate 30-minute drive each way from each of the Consortium Communities, based on traffic patterns. The Consortium Communities have determined that the following Transfer Stations meet this requirement: Republic Transfer Station (Glenwillow), Waste Management Transfer Station (Oakwood Village) and Kimble Transfer Station (Twinsburg). Other Transfer Stations may be proposed. Any Bids submitted from companies proposing to use any other Solid Waste Transfer Station must include documentation that supports a conclusion that the time to deliver Solid Waste will be less than or equal to the time required to deliver Solid Waste to the identified Solid Waste Transfer Station.
  - i. The Transfer Station must have a truck scale and record-keeping system in order to weigh and record the tonnage of Solid Waste delivered by each Contracting Community. Scale tickets must be provided to the driver of each load delivered and will serve as verification of tonnage for reporting and payment purposes.
  - ii. The Transfer Station must be in operation five (5) days each week, excluding Saturdays, Sundays, and Holidays, and must be open between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday. If the City/Village's collection is delayed by a day due to a

Holiday, the facility must be open to receive deliveries from 7:00 a.m. to 4:00 p.m. on the Saturday of that Holiday week.

- d. Landfill. The Contractor is responsible for transporting all Solid Waste delivered by a Contracting Community from the Transfer Station to a licensed Solid Waste Landfill for final disposal. The landfill must have a current operating permit from the Ohio EPA and a current license by the local health department. The Contractor shall pay all charges, costs, fees, and expenses incurred for the transfer and disposal of Solid Waste. No fuel price adjustment or surcharges may be applied.

## 2. Container Services

The Contractor must have the ability to provide container and hauling services for any Contracting Community that requests this service. Container service may be requested for the collection of Solid Waste, Street Sweepings and/or Catch Basin Debris. Communities that currently use containers is shown on **Table 2**.

**Table 2: Container Services for Solid Waste, Street Sweepings, and/or Catch Basin Debris**

| <b>Consortium Member</b> | <b>Container Service (Size of Container and Frequency of Service)</b> |
|--------------------------|-----------------------------------------------------------------------|
| Beachwood                | None                                                                  |
| Highland Hills           | None                                                                  |
| Lyndhurst                | None                                                                  |
| Moreland Hills           | Rent as needed                                                        |
| Pepper Pike              | None                                                                  |
| Solon                    | None                                                                  |
| University Hts.          | None                                                                  |
| Woodmere                 | None                                                                  |

## 3. Record-Keeping and Billing

The Contractor must establish and maintain a record keeping system to record the tonnage of Solid Waste received from each Contracting Community. Each Contracting Community must receive a monthly statement and invoice documenting the tonnage of Solid Waste and the payment due. Invoices must be received by the Contracting Community within thirty (30) days following the last day of the month of service. Invoices must be accompanied by weight slips from a certified scale documenting the net weight of the Solid Waste delivered to the Solid Waste Transfer Station, the date of delivery and the vehicle number for each Contracting Community. Invoices will be due and payable within thirty (30) days of receipt of the invoice and all required documentation.

No fuel price adjustment or surcharges may be applied during the term of this Agreement.

## ARTICLE IV: STATEMENTS, PAYMENTS, AND INVOICES

During the Term, the City/Village agrees to pay the Contractor in the following amounts as set forth in **BID FORM 7**, which includes all direct and indirect costs related to Transfer and Disposal of Solid Waste Services and all Governmental Fees applicable in the State of Ohio.

**1. Permissible Pass-Through Fees:**

Any and all Governmental Fee *increases* incurred for disposal of Solid Waste at a licensed Disposal Site may be passed on by the Contractor to the City/Village. Any and all Governmental Fee *decreases* shall be passed on by the Contractor to the City/Village. A Governmental Fee is a fee applied to the disposal of Solid Waste levied by the United States Federal Government, State of Ohio, County, Township, Municipality, or Solid Waste District. The Contractor shall give the City/Village and Residents as much notice as is practicable before adjusting for Governmental Fee modifications.

**2. Record-Keeping – Daily, Monthly, and Annual Report:**

The Contractor must submit a monthly record of the total tonnage of Solid Waste managed for the preceding month within ten (10) days of the preceding month and submit this with the monthly invoice to the City/Village. The Contractor shall also submit a year-end annual report. The year-end report will be due within thirty (30) days of the end of the reporting year and include a month-by-month accounting of all Solid Waste delivered to the Solid Waste Transfer Station.

**3. Billing Service and Payment**

The Contractor will invoice the City/Village for services rendered within ten (10) days following the end of the month. The invoice will be sent to City/Village Hall at the attention of the [REDACTED].

**4. Fuel Adjustments**

The Contractor will not apply a Fuel Price Adjustment at any time during the term of this Agreement.

**ARTICLE V – PERFORMANCE BOND AND INSURANCE**

**1. Performance Bond.**

Within ten (10) days after receiving the Notice of Award, the Contractor will furnish a Performance Bond in the amount of [INSERT AMOUNT] executed by a duly authorized surety, acceptable to the City/Village in all respects, or such other security acceptable to the City/Village. The Performance Bond will be issued annually for each Contract year during the term of the Contract. The entire cost of the bond(s) will be paid for by the Contractor.

**2. Insurance.**

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the City/Village, and the Contractor will furnish the City/Village certificates of insurance or other evidence satisfactory to the City/Village evidencing the required insurance has been procured and is in force. The Contractor will upon written request from City/Village provide City/Village with original copies of the insurance certificates associated with such policies.

The City/Village and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under

Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self-insurance, or self-funding arrangement maintained by City/Village which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

| Insurance Coverage Requirements     | Minimum limits of liability, terms, and coverage                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Commercial General Liability</b> | \$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations.<br>\$2,000,000 products/completed operations annual aggregate.<br>\$2,000,000 general annual aggregate                                                                                                                                                                                   |
| <b>Auto Liability Insurance</b>     | \$1,000,000 each person, bodily injury, and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required                                                                                                                                                                                                                                    |
| <b>Employer's Liability</b>         | \$1,000,000 bodily injury by accident, each accident<br>\$1,000,000 bodily injury by disease, each employee<br>\$1,000,000 bodily injury by disease, policy aggregate                                                                                                                                                                                                                                                                 |
| <b>Umbrella/Excess Liability</b>    | \$5,000,000 each occurrence and annual aggregate<br>Underlying coverage shall include General Liability, Auto Liability, and Employers Liability                                                                                                                                                                                                                                                                                      |
| <b>Pollution Legal Liability</b>    | \$1,000,000 per claim<br>\$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract                                                                                                                                                                                                                           |
| <b>Property</b>                     | Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City/Village shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. |

### **3. Workers' Compensation Coverage.**

Prior to commencing work under this Agreement, the Contractor shall furnish to the City/Village satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Agreement. Such proof must be included as **Exhibit B**. The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an ongoing basis, as such proofs expire. The Contractor shall hold the City/Village free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Agreement.

## **ARTICLE VI – INDEMNIFICATION**

### **1. Environmental Indemnity.**

The Contractor will indemnify, save, and hold the City/Village, its members of council, employees, agents, officers and consultants (each an "Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Indemnatee may incur, become responsible for, or pay out for or resulting from Contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim, and will not settle such claim without the approval of the Contractor. This section will survive the expiration or earlier termination of this Agreement.

### **2. General Indemnity.**

The Contractor will indemnify, save, and hold the City/Village, its members of council, employees, agents, officers and consultants (each an "Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Indemnatee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive the expiration or earlier termination of this Agreement.

### **3. Indemnity Not Limited.**

In any and all claims against the City/Village, its employees, agents, officers, and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the

indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer, or consultant of the City/Village.

## **ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION**

### **1. Performance Assurance; Dispute Resolution.**

The Contractor agrees to immediately report to the City/Village any notice or order from any governmental agency or court or any event, circumstance, or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City/Village's own determination that any such notice, order, event, circumstance, or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City/Village will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City/Village its written response. In the event that the City/Village does not agree that the Contractor's response will provide adequate assurance of future performance to the City/Village, then the City/Village may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the City/Village deems necessary to assure that the services will be available to the City/Village.

### **2. Breach of Contract; Termination.**

Upon the material failure of the Contractor to comply with the terms or conditions of this Agreement, the City/Village may terminate the Agreement in the following manner: The City/Village shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Agreement. The Contractor shall have ten (10) days to provide the City/Village with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the services, the City/Village may terminate this Agreement. Any such termination shall not take effect until the City/Village is able to secure alternate or substitute performance. The City/Village may commence the process to obtain an alternate or substitute service provider for the services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City/Village, in the exercise of the reasonable discretion of the City/Village.

### **3. Surety or City/Village Cover in the Event of a Material Failure.**

In the event of termination, the Contractor's surety shall have the right to take over and perform under the Agreement. However, if the surety does not commence performance, the City/Village shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City/Village is unable to provide or obtain cover, the effective termination date may be delayed by the City/Village until the City/Village completes the process of obtaining a substitute service provider of the services. In such event, the Contractor shall continue to perform its responsibilities under this Agreement until the effective date of termination. Material failure includes, but is not limited to, the City/Village's receipt of more than twenty (20) bona fide

complaints in any given month regarding the services. A bona fide complaint is a complaint that the City/Village has investigated and determined that the complaints represent failures of the Contractor to provide the required services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City/Village income taxes.

**4. Termination for Change of Control of Contractor.**

The award of this Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control are a material term in such award. If during the term of this Agreement, the Contractor shall be merged or sold, the City/Village shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Agreement until such time as the City/Village is able to obtain alternate or substitute service.

**5. Force Majeure.**

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a Party required to perform, including without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.



## ARTICLE VIII. MISCELLANEOUS

### 1. Entire Agreement

This Agreement, the Invitation to Bid, Bidder's Bid Forms, and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by writing signed by both parties.

### 2. Notices

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention [REDACTED], and to the City/Village, attention [REDACTED], at their respective addresses set forth above. Any change of address must be given in like manner.

*(INSERT CONTACT NAMES, ADDRESSES HERE)*

### 3. Waiver

No waiver, discharge, or renunciation of any claim or right of the City/Village or the Contractor arising out of a breach or alleged breach of this Agreement by the City/Village, or the Contractor will be effective unless in writing signed by the City/Village and the Contractor.

### 4. Applicable Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. Additional Cities/Villages located within the Solid Waste Management District may "opt-in" at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

### 5. Unenforceable Provision

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

### 6. Binding Effect

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City/Village, which consent may be withheld for any reason or for no reason.

### 7. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the City/Village and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City/Village and the Contractor and not for the benefit of any other party.

**IN WITNESS WHEREOF**, the City/Village and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

**[INSERT CITY/VILLAGE]**

|       |       |
|-------|-------|
| _____ | _____ |
| Name  | Title |

|           |       |
|-----------|-------|
| _____     | _____ |
| Signature | Date  |

**Approved by City/Village Attorney or Village Law Director**

|           |       |
|-----------|-------|
| _____     | _____ |
| Signature | Date  |

**[CONTRACTOR NAME]**

|       |       |
|-------|-------|
| _____ | _____ |
| Name  | Title |

|           |       |
|-----------|-------|
| _____     | _____ |
| Signature | Date  |

### **CONTRACT EXHIBIT A: DEFINITIONS**

**“Bid”** means a proposal submitted to the Consortium in response to the Invitation to Bid as described herein.

**“Bid Attachment”** means the supplemental information required by the Consortium to be submitted with the Bid Forms.

**“Bid Bond”** means a bond issued in the name of each individual Consortium Community in the amount of \$2,000 guaranteeing that if the Bid is accepted, a Contract will be entered into by the Bidder and each Community.

**“Bidder”** means a person, partnership, joint venture, or corporation submitting a Bid to the Consortium in response to the Invitation to Bid to provide Recycling Processing Services.

**“Bid Documents”** means the documents prepared and furnished by the District on behalf of the Consortium. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include the Legal Notice, Instructions to Bidders, Form of Contract, Bid Forms, and all attachments thereto.

**“Bid Form”** means the forms provided by the Consortium in the Bid Documents on which all Bids must be submitted.

**“Catch Basin Debris”** means the solid fraction of materials, consisting primarily of soil, rocks, asphalt, vegetative matter, and small amounts of Solid Waste, collected in settling structures designed to receive storm water runoff from roads. Catch Basin Debris may also contain small amounts of Solid Waste discarded along roads.

**“City/Village”** means the communities participating in this Invitation to Bid and the Contracting Community if used in the Form of Contract

**“Consortium”** and **“Consortium Communities”** means the Cities and Villages participating in this Invitation to Bid that have passed resolutions authorizing participation.

**“Consortium Resolutions”** means the resolutions of the legislative bodies of the Contracting Communities authorizing participation in the Consortium.

**“Container Services”** means the provision by the Contractor of rear or front load and roll-off containers for the collection Solid Waste, Street Sweepings and/or Catch Basin Debris at various municipal facilities and the regularly scheduled emptying of the containers as indicated in Table 2 of the Invitation to Bid.

**“Contract”** and **“Form of Contract”** means the agreement entered into by and between the Successful Contractor and the Contracting Community.

**“Contracting Community”** means the Consortium Community that enters into an agreement with the Successful Contractor.

**“Contractor”** means a person, partnership, joint venture, or corporation that will provide the Solid Waste Disposal and/or Recycling Processing Services

**“Disposal Site”** means a Solid Waste or refuse depository including but not limited to Solid Waste Landfills, Solid Waste Transfer Stations, incinerators, and waste processing/separation centers licensed, permitted, or approved to receive for processing or final disposal of Refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

**“District”, “District Offices” and “Solid Waste District”** means the Cuyahoga County Solid Waste District with offices located at 4750 East 131 Street, Garfield Heights, OH 44105.

**“Holiday”** means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

**“Form of Contract”** means the form of the contract to be entered into by each Contracting Community and the Successful Bidder which contains the general terms and conditions required.

**“Governmental Fees”** means all federal, state, and local fees, taxes and assessments upon the transfer and disposal of Solid Waste.

**“Invitation to Bid”** means the request of the Consortium for Transfer and Disposal of Solid Waste Services issued by the Cuyahoga County Solid Waste District.

**“Notice of Award”** means written notification that a Bid has been accepted by a Contracting Community.

**“Notice to Proceed”** means written notice from a Contracting Community to commence the Recycling Processing Services.

**“Performance Bond”** means the bond insuring performance of the Transfer and Disposal of Solid Waste Services to be submitted to each Contracting Community upon Contract award in substantially the same form as that included in the Bid Documents.

**“Recycling Processing Services”** means all services to relating to the receiving, sorting, baling and other handling of Recyclables delivered by the Consortium Communities in order to prepare the Recyclable Materials for shipment and sale to recycling markets to be made into new products.

**“Solid Waste”** means unwanted residual or semi-solid materials resulting from community, commercial, industrial, and agricultural operations, but excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid waste does not include any material that is an infectious or hazardous waste.

**“Solid Waste Landfill or Landfill(s)”** means the Ohio EPA permitted and licensed facility or facilities to be used for the disposal of Solid Waste generated by the Consortium and delivered to the Solid Waste Transfer Station.

**“Solid Waste Transfer and Disposal Services”** means the acceptance, transfer and disposal of Solid Waste collected by the Communities and delivered to the Solid Waste Transfer Station.

**“Solid Waste Transfer Station or “Transfer Station”** means the facility identified by the Successful Bidder to receive deliveries of Solid Waste from the Communities.

**“Street Sweepings”** means materials consisting primarily of soil, rocks, asphalt, leaves, and other vegetative matter generated during the cleaning of roads. It may also contain small amounts of other Solid Wastes that are often discarded along roads. It does not include material generated during the cleanup of an oil or hazardous waste chemical spill.

**“Successful Contractor”** means the selected by the Consortium to provide Transfer and Disposal of Solid Waste Services.

**“Term”** means the duration of the Contract, including all executed option years.

**CONTRACT EXHIBIT B: CURRENT WORKERS' COMPENSATION CERTIFICATE**

**CONTRACT EXHIBIT C: CORPORATION AFFIDAVIT**



**CONTRACT EXHIBIT D: PERFORMANCE BOND**

To be provided by the Contractor within one week following the execution of the agreement.

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3186

TO

|               |     |                |        |                                                                           |  |
|---------------|-----|----------------|--------|---------------------------------------------------------------------------|--|
| 4226556       |     | NEW            |        | JAMERICAN KITCHEN CAFE LLC<br>3355-3365 RICHMOND RD<br>BEACHWOOD OH 44122 |  |
| PERMIT NUMBER |     | TYPE           |        |                                                                           |  |
| ISSUE DATE    |     |                |        |                                                                           |  |
| 07 15 2024    |     |                |        |                                                                           |  |
| FILING DATE   |     |                |        |                                                                           |  |
| D1 D2         |     | PERMIT CLASSES |        |                                                                           |  |
| 18            | 022 | C              | E24759 |                                                                           |  |
| TAX DISTRICT  |     | RECEIPT NO.    |        |                                                                           |  |

FROM 07/26/2024

|                |  |             |  |  |  |
|----------------|--|-------------|--|--|--|
| PERMIT NUMBER  |  | TYPE        |  |  |  |
| ISSUE DATE     |  |             |  |  |  |
| FILING DATE    |  |             |  |  |  |
| PERMIT CLASSES |  |             |  |  |  |
| TAX DISTRICT   |  | RECEIPT NO. |  |  |  |



MAILED 07/26/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 08/26/2024

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.  
REFER TO THIS NUMBER IN ALL INQUIRIES **C NEW 4226556**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF BEACHWOOD CITY COUNCIL  
ATTN CLERK OF COUNCIL  
25325 FAIRMOUNT BLVD  
BEACHWOOD OHIO 44122